

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH BANK LTD/IT DIVISION
- 2) PROVINCIAL / LOCAL GOVT./ OTHER SCEHDOUED BANK
- 3) TITLE OF CONTRACT ACQUIRING OF SMS SERVICE
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1226/2021
- 5) BRIEF DESCRIPTION OF CONTRACT ACQUIRING OF SMS SERVICE
- 6) FORUM THAT APPROVED THE SCHEME COMPETENT AUTHORITY
- 7) TENDER ESTIMATED VALUE Rs.7,790,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 15.12.2021 at 1100 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 2
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 2
- 14) BID EVALUATION REPORT
(Enclose a copy) 11.2.22
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Eocean Private Limited
- 16) CONTRACT AWARD PRICE Rs.6,911,100/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s. Eocean Private Limited
2. M/s. M3 Technologies Pvt. Ltd

18) METHOD OF PROCUREMENT USED :- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA S.No. T00531-20-0050 dated 26.11.2021
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Express Tribune, Daily Express & Sindh Express 26.11.2021
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
--------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give details and reasons.)

Yes	
No	

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	

39) Date of Award of Contract: 14.03.2022

Signature & Official Stamp of
Authorized Officer

ARSHAD ABBAS SOOMRO
SVP/Head of Administration
Administration Division
Sindh Bank Limited
Head Office Karachi

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

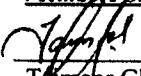
Reset

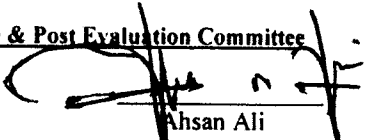
Technical & Financial Proposals Evaluation Report		
ACQUIRING OF SMS SERVICES		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1226/2021
3	Tender Description	Acquiring of SMS Services
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S. No. T00531-20-0050 Express Tribune, Sindh Express, Daily Express (26/11/2021)
6	Total Bid Documents Sold	02
7	Total Bids Received	02
8	Technical Bid Opening Date	15/12/2021- Time: 1100 Hours
9	Financial Bid Opening Date	15/12/2021- Time: 1100 Hours
10	No of Bid Technically Qualified	02
11	Bid(s) Rejected	00

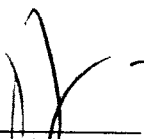
S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs 7,790,000/-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Eocean Private Limited	Rs 6,911,100/-	1 st Lowest Qualified Bidder	Rs 878,900/- Below with the estimated cost	Accepted Being the 1 st Lowest Qualified Bidder	
2	M/s M3 Technologies Pakistan (Pvt) Ltd	Rs 7,895,050/-	2 nd Lowest Qualified Bidder	Rs 105,050/- Above with the estimated cost	2 nd Lowest Qualified Bidder	

Note: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s Eocean Private Limited is the 1st lowest qualified bidder and their bid is also below with the estimated cost hence recommended for Acquiring of SMS Services to Sindh Bank Ltd.

Members Signatures – Pre & Post Evaluation Committee


Tajmool Ghausi
AVP/ Finance Division.


Ahsan Ali
VP/ Operations Div


Syed Zeeshan-ul-Haq
SVP/ I.T. Division

Members – Procurement Committee

(Mr. Dilshad Hussain Khan) Chief Financial Officer – EVP – Chairperson

(Mr. Arshad Abbas Soomro) Head of Administration-SVP-Member

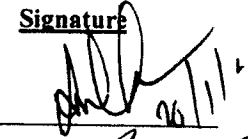
(Mr. Syed Muhammad Aqeel) Chief Manager, IDBL, KHI –AVP – Member

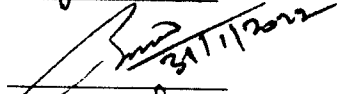
(Mr. Syed Assad Ali Shah) GBH Sindh (R) – EVP – Co-opted Member

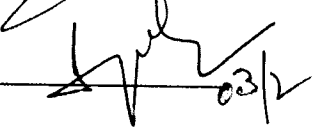
(Mr. Syed Ata Hussain) Head of I.T – EVP – Co-opted Member

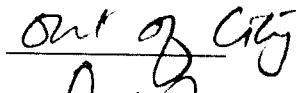

President / CEO

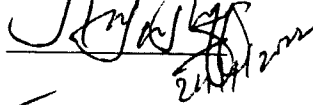
Signature


26/11/21


31/11/2022


03/12


out of city


24/11/2022

M/s M3 TECH

SCOPE OF WORK

Due to increase in the volume Sindh Bank needs the services for sending & receiving SMS messages. Sindh Bank send SMS alerts to its customer or public clients for various services. Similarly customer or clients can enquire or get services by sending SMS to Sindh Bank.

On time deliveries of messages must be ensured. The estimated average number of PUSH messages are about 1,550,000 per month. The received and sent messages must follow the standard format used in the normal mobile phones.

If a communication link or any other hardware is required to provide the above service then this will be the responsibility of the bidder to install the same without any additional cost to the bank and all applicable costs must be included in the bid. Further the same communication line/hardware must be provided at our DR site which is located DHA-Y BLOCK, LAHORE in addition to main site at Karachi to run the service from DR Site in case of any disaster.

Bidder must ensure that there is no delay in receiving and sending SMS, a minimum 100 number of messages / second must be ensured.

Encryption of messages must be provided as an option. There must be no charge for incoming messages to sindh bank. Further normal charges should be applied to customer when messages sent by the customer to the short code.

Vendor must have a backup link to maintain smooth delivery of SMS to customers at all time.

In case of no response from Bank's side or network connectivity issue from either side the Vendor must inform the banks selected officers immediately via SMS/Call/Email.

In case of any major break down from the banks side the vendor must response back to the incoming SMS of the customer

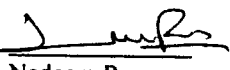
Our customers may also send SMS to 8987 via WEB interface provided by the bank for which we require web service from the Vendor side.

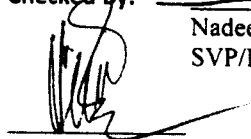
Vendor support must be available 24 hours 7 days a week.

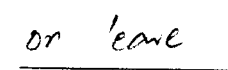
Kindly provide the cost of Promotional / Bulk Campaign messages separately in Financial so these Promotional and Bulk Messages will be charged accordingly on that cost.

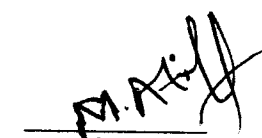
Project Completion Time : Within 4 Weeks

Checked By:


Nadeem Raana
SVP/I.T. Division


Faraz Ahmed
AVP/Admin Div.

or leave

Kamal Rashid
AVP/Operation Div.

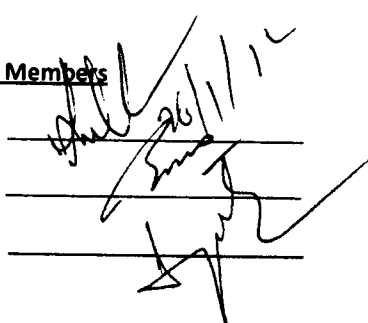

Atif Alvi
AVP/I.T. Division

Signature -Procurement Committee Members

Head- Fin Div.

Head- Admin Div.

Chief Manager (IDBL)



Tender Ref. No. SNDB/COK/ADMIN/TD/1226/2021

M/s E Ocen Private Limited

SCOPE OF WORK

Due to increase in the volume Sindh Bank needs the services for sending & receiving SMS messages. Sindh Bank send SMS alerts to its customer or public clients for various services. Similarly customer or clients can enquire or get services by sending SMS to Sindh Bank.

On time deliveries of messages must be ensured. The estimated average number of PUSH messages are about 1,550,000 per month. The received and sent messages must follow the standard format used in the normal mobile phones.

If a communication link or any other hardware is required to provide the above service then this will be the responsibility of the bidder to install the same without any additional cost to the bank and all applicable costs must be included in the bid. Further the same communication line/hardware must be provided at our DR site which is located DHA-Y BLOCK, LAHORE in addition to main site at Karachi to run the service from DR Site in case of any disaster.

Bidder must ensure that there is no delay in receiving and sending SMS, a minimum 100 number of messages / second must be ensured.

Encryption of messages must be provided as an option. There must be no charge for incoming messages to sindh bank. Further normal charges should be applied to customer when messages sent by the customer to the short code.

Vendor must have a backup link to maintain smooth delivery of SMS to customers at all time.

In case of no response from Bank's side or network connectivity issue from either side the Vendor must inform the banks selected officers immediately via SMS/Call/Email.

In case of any major break down from the banks side the vendor must response back to the incoming SMS of the customer

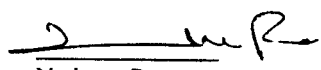
Our customers may also send SMS to 8987 via WEB interface provided by the bank for which we require web service from the Vendor side.


Vendor support must be available 24 hours 7 days a week.

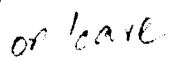
Kindly provide the cost of Promotional / Bulk Campaign messages separately in Financial so these Promotional and Bulk Messages will be charged accordingly on that cost.

Project Completion Time : Within 4 Weeks

Checked By:


Nadeem Raana
SVP/I.T. Division


Faraz Ahmed
AVP/Admin Div.


Kamal Rashid
AVP/Operation Div.

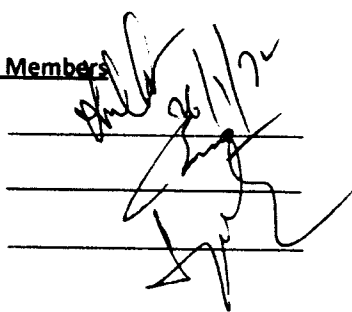

Atif Alvi
AVP/I.T. Division

Signature -Procurement Committee Members

Head- Fin Div.

Head- Admin Div.

Chief Manager (IDBL)



Technical & Financial Proposals Evaluation Report**ACQUIRING OF SMS SERVICES**

1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1226/2021
3	Tender Description	Acquiring of SMS Services
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S. No. T00531-20-0050 Express Tribune, Sindh Express, Daily Express (26/11/2021)
6	Total Bid Documents Sold	02
7	Total Bids Received	02
8	Technical Bid Opening Date	15/12/2021- Time: 1100 Hours
9	Financial Bid Opening Date	15/12/2021- Time: 1100 Hours
10	No of Bid Technically Qualified	02
11	Bid(s) Rejected	00

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs 7,790,000/-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Eocean Private Limited	Rs 6,911,100/-	1 st Lowest Qualified Bidder	Rs 878,900/- Below with the estimated cost	Accepted Being the 1 st Lowest Qualified Bidder	
2	M/s M3 Technologies Pakistan (Pvt) Ltd	Rs 7,895,050/-	2 nd Lowest Qualified Bidder	Rs 105,050/- Above with the estimated cost	2 nd Lowest Qualified Bidder	

Note: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s Eocean Private Limited is the 1st lowest qualified bidder and their bid is also below with the estimated cost hence recommended for Acquiring of SMS Services to Sindh Bank Ltd.

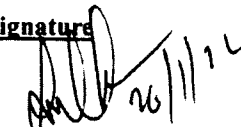
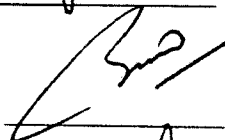

Members – Procurement Committee

(Mr. Dilshad Hussain Khan) Chief Financial Officer – EVP – Chairperson

(Mr. Arshad Abbas Soomro) Head of Administration-SVP-Member

(Mr. Syed Muhammad Aqeel) Chief Manager, IDBL, KHI –AVP – Member

Signature

4 FINANCIAL PROPOSAL**PRICE SCHEDULE**

(Applicable for the Year 2021-2022)

Name of Bidder: **E-Ocean (Pvt) Ltd.**

S.NO	Item	Period	Price PKR
1	SETUP COST	One Time	NIL
2	SMS SHORT CODE FROM PTA (SETUP CHARGES)	One Time	NIL
3	SMS SHORT CODE FROM PTA (ANNUAL CHARGES)	Annual	NIL
4	SMS RATE (OUT GOING FROM SBL)	Per SMS	0.36*
5	CONNECTIVITY OVER FIBER 03 MB LINK (SETUP COST)	One Time	NIL
6	CONNECTIVITY OVER FIBER 03 MB LINK	Monthly	17,925*

*The above-mentioned rate is the same quoted for Promotional/ Bulk Campaign messages.

*3 Mbps Data on Existing ONT Cybernet (Separate Port)

The Total Amount will be calculated as per formula given below:

S.No.1 (Price) + S.No.2 (Price) + S.No.3 (Price) + (S.No.4 (Price) X 18,600,000) + S.No.5 (Price) + (S.No.6 (Price) X12) = *Total Amount

Rs 0 +Rs 0 + Rs 0 + Rs [0.36 x 18,600,000] + Rs 0 + Rs [17,925 x 12]

Rs 0+ Rs 0+ Rs 0+Rs 6,696,000+Rs 0 +Rs 215,100

Total Amount Rs 6,911,100

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Thanking you and looking forward to serve you. Member-IDBL.

Date:

Yours faithfully,

Sibtain Raza

Head of Mobility Services - E-Ocean Private Limited.



FINANCIAL PROPOSAL

In reference to the SNDB/COK/ADMIN/TD/1226/2021 tender posted on November 26, 2021 below is the financial proposal on behalf of M3 Technologies Pakistan (Private) Limited.

PRICE SCHEDULE


(Applicable for the year 2021-2022)

Name of Bidder: **M3 Technologies Pakistan (Private) Limited**

S. NO	Item	Period	Price PKR
1	SETUP COST	One Time	Free of Cost
2	SMS SHORT CODE FROM PTA (SETUP CHARGES)	One Time	Free of Cost (SBL will provide the surrender letter from its vendor, in case of current short code will be used by SBL)
3	SMS SHORT CODE FROM PTA (ANNUAL CHARGES)	Annual	PKR 101,700/-
4	SMS RATE (OUT GOING FROM SBL)	Per SMS	PKR 0.395
5	CONNECTIVITY OVER FIBER 03 MB LINK (SETUP COST)	One Time	PKR 39,550/-
6	CONNECTIVITY OVER FIBER 03 MB LINK	Monthly	PKR 33,900/-

The Total Amount will be calculated as per formula given below:

S.No.1 (0) + S.No.2 (0) + S.No.3 (101700) + (S.No.4 (0.395) X 18,600,000) + S.No.5 (39550) + (S.No.6 (33900) X12) = **PKR 7,895,050/-**


Waqar Nasim
 Chief Business Officer

SIGNATURE MEMBERS PC ADMIN

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL. _____

Date: _____

M3 TECHNOLOGIES PAKISTAN (PVT.) LTD

Regional Office : 614, 6th Floor, Continental Trade Centre, Block K, Clifton, Karachi, Pakistan
 Tel: (92-21) 3530 2983 Fax: (92-21) 3530 2990

Corporate H.Q : Plot 17-1, 17th Floor, Mirara Lien Hoe No. 6, Persiaran
 Impian, Impian Golf & Country Resort 47410, Petaling Jaya, Selangor
 Tel: +603-7581 2420 Fax: +603-7581 9412

Website : www.m3tech.com.pk



MINUTES OF THE OPENING OF THE TENDER (TECHNICAL / FINANCIAL PHASE)

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Acquiring of SMS Services

TYPE OF TENDER

SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE / TWO STAGE-TWO ENVELOPE

OPENING DATE

15-12-21

OPENING TIME

1145 Hrs.

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

/

1) Ecoem (Pvt) Ltd
2) M3 Technologies Pakistan (Pvt) Ltd

/

TOTAL BIDS ACCEPTED FOR EVALUATION

#02

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. [Signature]

Head - Admin Div. [Signature]

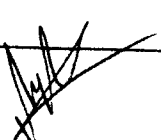
Member-IDBL [Signature]

Date: [Signature]

ATTENDANCE SHEET
 BID OPENING -

FOR SELECTION OF Acquiring of SMS Services

Date: 15-12-21

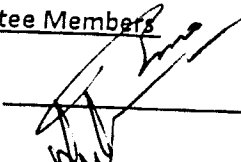
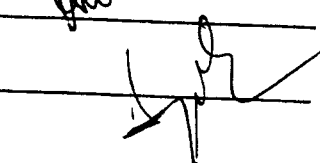
S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
1	Eocean (Pvt) Ltd	Usama Sohail	0331 2051572	29C, Phase #2 Ext, DHA, Ishi	
2	M3 Technologies Pakistan				

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

M/s E. Ocean Private Limited**Eligibility Criteria**

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (Attach as Annexure "1")	✓ Yes	No
2	Total Turn Over in last 3 Years should be at least 10 million	Audit Report / Tax Return (Attach as Annexure "2")	✓ Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (Attach as Annexure "3")	✓ Yes	No
4	Office in Karachi is mandatory	Complete address along with PTCL landline numbers (Attach as Annexure "4")	✓ Yes	No
5	Company must provide list of clients for the offered services submitted in Tender Document in Pakistan.	Purchase Order (Attach as Annexure "5")	✓ Yes	No
6	Company must have valid PTA License Certificate for providing the required Service.	License Certificate From PTA (Attach as Annexure "6")	✓ Yes	No
7	The offered services quoted in the bid must be currently used by at least three Banks in Pakistan.	Attach Purchase Order (Attach as Annexure "7")	✓ Yes	No
✓ Qualified / Disqualified				

ELIGIBILITY CRITERIA NOTE

- There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
- Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified.
- The bidder's may participate with joint venture if required.

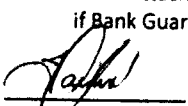
MANDATORY

- Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
- Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee on time.

DISQUALIFICATION

The bidder will be considered disqualified prior to/during technical/financial evaluation process or after award of contract if:

- Black listed by SPPRA & Sindh Bank Ltd.
- Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
- Alternate bid is offered.
- Subletting of Contract.** The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is deposited without Tender Fee.
- Verification from Client.** During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
- Specification of Supplied Items.** After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.
- Premature Termination.** In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" of tender document (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).


 Tamoor Ghausi

AVP/ Finance Division.

Signature - Procurement Committee Members

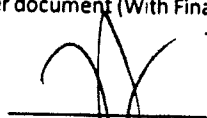
Head- Fin Div.

Head- Admin Div.

Chief Manager (IDBL)


 Ahsan Ali

VP/ Operations Div ✓


 S. Zeeshan-ul-Haq

SVP/ I.T. Division

M/s M3 Tech**Eligibility Criteria**

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (Attach as Annexure "1")	✓ Yes	No
2	Total Turn Over in last 3 Years should be at least 10 million	Audit Report / Tax Return (Attach as Annexure "2")	✓ Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (Attach as Annexure "3")	✓ Yes	No
4	Office in Karachi is mandatory	Complete address along with PTCL landline numbers (Attach as Annexure "4")	✓ Yes	No
5	Company must provide list of clients for the offered services submitted in Tender Document in Pakistan.	Purchase Order (Attach as Annexure "5")	✓ Yes	No
6	Company must have valid PTA License Certificate for providing the required Service.	License Certificate From PTA (Attach as Annexure "6")	✓ Yes	No
7	The offered services quoted in the bid must be currently used by at least three Banks in Pakistan.	Attach Purchase Order (Attach as Annexure "7")	✓ Yes	No
Qualified / Disqualified				

ELIGIBILITY CRITERIA NOTE

- There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
- Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified.
- The bidder's may participate with joint venture if required.

MANDATORY

- Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
- Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee on time.

DISQUALIFICATION

The bidder will be considered disqualified prior to/during technical/financial evaluation process or after award of contract if:

- Black listed by SPPRA & Sindh Bank Ltd.
- Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
- Alternate bid is offered.
- Subletting of Contract.** The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is deposited without Tender Fee.
- Verification from Client.** During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
- Specification of Supplied Items.** After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.
- Premature Termination.** In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" of tender document (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).

Taimoor Ghausi
AVP/ Finance Division.

Signature - Procurement Committee Members

Head- Fin Div.

Head- Admin Div.

Chief Manager (IDBL)

Ahsan Ali
VP/ Operations Div

S. Zeeshan-ul-Haq
SVP/ I.T. Division

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010

E-OCEAN PRIVATE LIMITED. hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, **E-OCEAN PRIVATE LIMITED.** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

E-OCEAN PRIVATE LIMITED certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. **E-OCEAN PRIVATE LIMITED** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, **E-OCEAN PRIVATE LIMITED** agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **E-OCEAN PRIVATE LIMITED** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

E-OCEAN PRIVATE LIMITED.

Signature: 

Name: **ASIF IQBAL**

NIC No: **42000-0515141-3**

E-OCEAN (PVT.) LIMITED

AGREEMENT

BY AND BETWEEN

E-OCEAN (PRIVATE) LIMITED

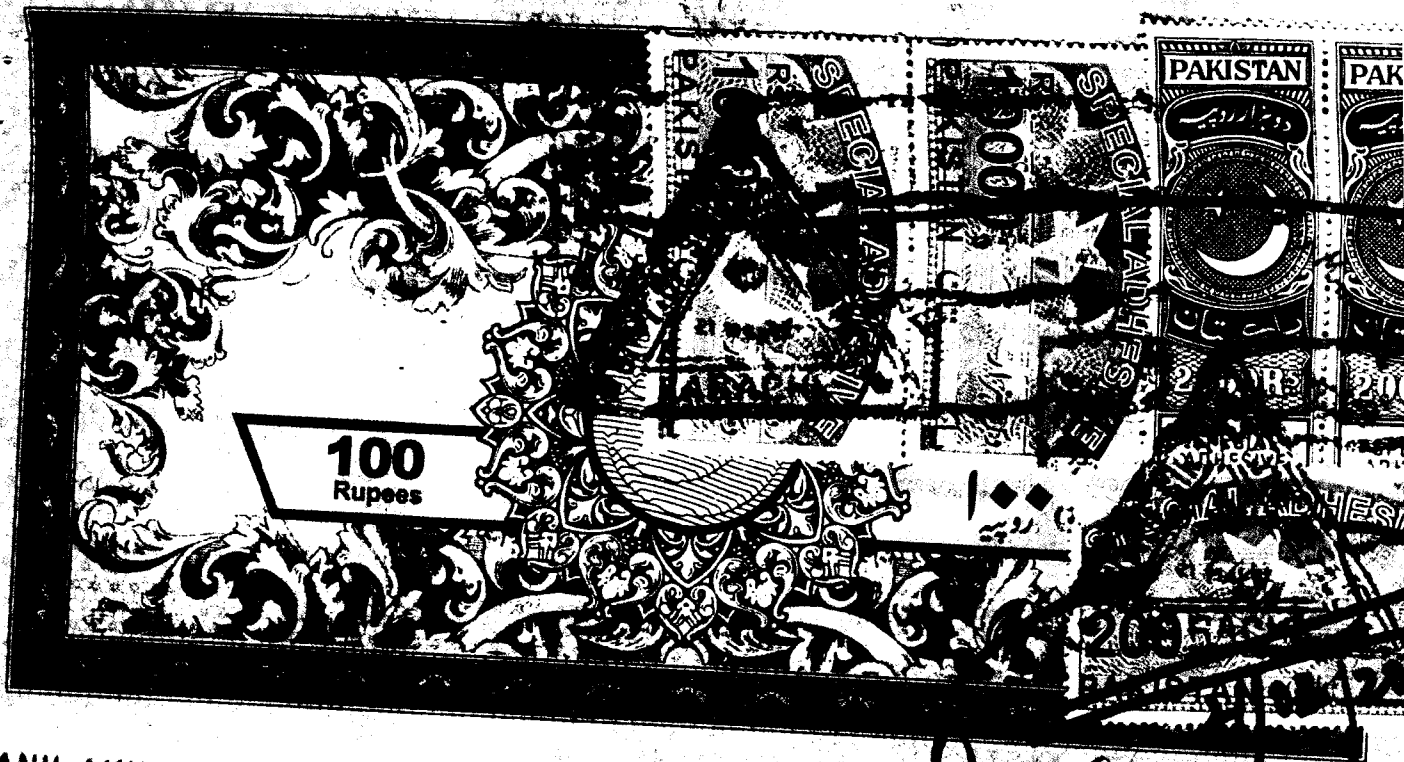
AND

SINDH BANK LIMITED



V766786

24200 / 2 384



ANIL AKHTAR STAMP VENDOR
 Licence # 05, Shop # 04, New Ruby Centre,
 Talpur Road, Boulton Market, Karachi
 S. No. 108374
 DATE 07 FEB 2022
 ISSUED TO WITH ADDRESS MR. SYED MAHMOOD ALI RIZVI
 THROUGH WITH ADDRESS MR. ADVOCATE HC/1246
 PURPOSE ATTACHED
 VALUE RS. 100
 STAMP VENDOR SIGNATURE
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)
 Vendor Not Responsible For Fake Documents

07 FEB 2022

(RUPEES ONE HUNDRED ONLY)
 Stamp Office, City Centre
 Karachi

21 MAR 2022

AGREEMENT

This Agreement (the "Agreement") is made at Karachi and entered into on this 14th day of March 2022 (the "Effective Date").

BY AND BETWEEN

E-Ocean (Private) Limited, a private limited company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its registered office at 29-C, Mezzanine Floor, Sunset Lane No-1, Phase. II Ext., DHA, Karachi, acting through its authorized representative Mr. Sibtain Raza holding CNIC number: 42101-0869404-3 (hereinafter referred to as "Service Provider" which expression shall, where the context permits, include its successors in interest and permitted assigns) of the First Part;

AND

SINDH BANK LIMITED, a banking company incorporated and existing under the laws of the Islamic Republic of Pakistan, having its registered office located at Head office at 3rd Floor Federation House, Abdullah Shah Ghazi Road, Karachi, Pakistan through its authorized representative Mr. Nadeem Raana bearing CNIC number _____ (hereinafter referred to as "SNDB" which expression shall, where the context permits, include its successors in interest and permitted assigns) of the Second Part;

The terms 'Service Provider' and the 'SNDB' are also hereinafter collectively referred to as the 'Parties' and individually as 'Party'.

All the terms & conditions of tender documents are remain part of this agreement.

- B. **AND WHEREAS**, the SNDB is desirous of securing Mobile Value Added Services from the Service Provider and the Service Provider through this Agreement with the SNDB agrees to provide such Services to the SNDB on terms and conditions as are hereinafter appearing;
- C. **AND WHEREAS**, the Service Provider has represented to have the expertise, infrastructure and resources to perform the Services as required by the SNDB and solely relying on the representations and warranties made by the Service Provider, the SNDB has agreed to enter into this Agreement on terms and conditions set out in this Agreement;
- D. **AND WHEREAS**, all the annexures attached hereto shall be read and construed to be an integral part of this Agreement.

1. **DEFINITION**

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the following meanings:

- (1.1) "Business Day" shall mean those days on which the companies of Pakistan are scheduled to open for business. (For Mobile value-added services available it should be 24/7 and 365 days, irrespective of working day);
- (1.2) "Confidential Information" shall mean and include without limitation technical, financial and commercial information and data relating to a Party's respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but not limited to, discoveries, ideas, algorithm, codes, formulas, methodology, design process, structure, format, documents, documentation, manuals, technical information, specifications, source code, subscriber information, cost and pricing of either Party, concepts, know-how, techniques, designs, drawings, blue prints, tracings, diagrams, models, samples, flow charts, data, computer programs, software, disks, diskettes, tapes, marketing plans, party names and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms and any other information marked as "Confidential", "Proprietary" or with a similar designation, or if disclosed orally, the disclosing party shall indicate that such information is confidential at the time of disclosure and send a written summary of such information to the receiving party within thirty (30) days of disclosure and mark such summary "Confidential", "Proprietary" or with similar designation;
- (1.3) "Critical Incident" shall mean a technical issue where the SNDB is unable to send or receive messages (SMS) using the Services;
- (1.4) "Emergency Maintenance" shall mean any maintenance performed, at the discretion of service provider, in situations deemed as emergent by the service provider;
- (1.5) "Force Majeure" shall means any circumstances beyond the reasonable control of a Party including, without limitation, riots, acts of the public enemy, expropriation or confiscation of facilities (if not caused by a default by the relevant party), changes in applicable law, act, rules and regulations, acts of terrorism, rebellion, civil disturbances, war, revolution, invasion, firestorm, insurrection, riots, mob, tribal or ethnic violence or unrest, sabotage or other civil disorders, mob violence, acts of God, strikes or other labour disputes, lock-out or other industrial actions, laws, regulations, or rules of any government or government agency, limitations impose by exchange control regulations or foreign investment regulations or similar regulations and any other circumstances beyond the reasonable control and not brought about by the acts or omission of the Party the obligations of which are affected thereby;
- (1.6) "Incident" shall mean a single technical issue, excluding the exceptions set forth under Clause 5, which results in a request for technical support;

standard maintenance window on Mondays to Sunday from 8 p.m. to 8 a.m local time on the server;

- (1.10) "Service Fee" shall mean the amount paid to the Service Provider by SNDB under this Agreement;
- (1.11) "Service/Services" shall mean the Mobile Value Added Services to be provided by the Service Provider as laid down in the Annexure-A, attached hereto so as to enable the SNDB to send and receive information via SMS API to the Customers;
- (1.12) "SMS API" mean the requisite data and Network technical specifications of the Service Provider shall provide to the SNDB to be integrated into the SNDB's application or platform to send and receive SMS Traffic to the Customers pursuant to this Agreement;
- (1.13) "Customer/Customers" shall mean the intended recipients of the Service provided via SMS API;
- (1.14) "Service Availability" shall mean the percentage of duration in a month that the SNDB has access to the Services offered by the Service Provider using its SMS API and the standard protocols HTTP API;
- (1.15) "SMS Traffic" shall mean automated SMS alerts sent to a Customer whenever any transaction is executed in his/her SNDB account and any requests (Pull SMS) to make enquiries such as balance enquiry, request check book etc. and response (Push SMS) from the SNDB to notify the subscriber against his/her enquiry using SMS API calls;

2. SCOPE OF SERVICES

- (2.1) The applicability of the Agreement is limited to the Services defined in Annexure-A.
- (2.2) Any addition, deletion or modification of the Services in Annexure-A shall only be made with the written mutual consent of both the Parties.

3. DURATION AND TERMINATION

- (3.1) This Agreement shall be effective from the date of signing of this Agreement and shall continue for a period of one (1) year (the "Term"), subject to early termination pursuant to clause 8.
- (3.2) The Parties may further renew / extend the Term on such terms upto three years, as may be mutually agreed between the Parties in writing.

4. SERVICE LEVEL COMMITMENT

- (4.1) The Service Provider has warranted and represented to the SNDB that it shall provide secure, fit-for-purpose, uninterrupted and unrestricted Service Availability (service uptime), as laid out in Annexure-A.
- (4.2) The Service Provider shall ensure SMS throughput as laid out in Annexure-A, subject to MNO conditions.
- (4.3) The Service Provider shall be responsible for the development, procurement, provision, establishment, installation, commissioning, operation, maintenance, testing and support of all the hardware and software required in order to provide the Services, at its absolute risk and expense.
- (4.4) The Service Provider shall ensure a Turnaround time for support on Critical Incidents within

- (4.6) The Services shall be deemed to be unavailable if the server does not respond to HTTP requests issued by Service Provider's monitoring software. Service Provider's records and data shall be the basis for all Service Availability calculations and determinations.
- (4.7) Scheduled Maintenance shall not be deemed as Service unavailability. The SNDB shall be notified three (3) days prior to Scheduled Maintenance. Notice of the Scheduled Maintenance shall be provided to the SNDB via email.
- (4.8) The Service Provider undertakes that it shall keep current and up to date all licenses, approvals, consents and agreements required from or with third parties including telecom service providers, in order to ensure the performance of the Services in accordance with this Agreement and its annexures.
- (4.9) The Service Provider shall designate a point-of-contact to the SNDB, who shall be responsible for conveying any and all communication(s) from the SNDB to the Service Provider and in case there is a change in point-of-contact, in lieu of any holiday or leave, the Service Provider shall notify the SNDB via email at least three (03) days prior to such change.
- (4.10) During the Term of this Agreement, the SNDB shall be provided access to information and data as may, in the opinion of SNDB, be reasonably required by the Service Provider.
- (4.11) The Service Provider undertakes that the SNDB's SMS logs will be maintained without the message text content only for the last three calendar months plus current month to date. And the Service Provider shall be responsible to share the data (SMS logs) with the SNDB, as and when requested by the SNDB within this duration of data retention (last three calendar months plus current month to date).

5. **EXCEPTIONS**

- (5.1) Notwithstanding any other provisions of this Agreement, no Service Availability shall be deemed to have occurred that are caused by or associated with:
- (i) factors outside of Service Provider's reasonable control, including, without limitation, any Force Majeure event, MNOs related problems or issues, or internet access or related problems beyond the demarcation point of Service Provider or its direct hosting subcontractors (beyond the point in the network where Service Provider maintains access and control over its Services);
 - (ii) actions or inactions of any third party (other than Service Provider's direct hosting subcontractor);
 - (iii) applications, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Service Provider's direct control);
 - (iv) Scheduled Maintenance or Emergency Maintenance and upgrades; and
 - (v) problems or issues related to blacklisting of IP-Address of MNOs servers by any third party real-time black list (RBL) servers or servers offering similar black-listing mechanism.

provided that such Service unavailability is not caused by the negligence, fraud, or willful default of the Service Provider its employees, contractors, or representatives or due to a breach of any representation or warranty provided in this Agreement by the same.

6. **TECHNICAL SUPPORT COMMITMENTS/LIMITATIONS**

- (6.2) The Service Provider shall ensure that SEs shall be available for any on-site technical support as laid out in Annexure-C except for Gazetted holidays in Pakistan.
- (6.3) The Service Provider shall ensure that in case any incident arises that cannot be immediately resolved by an Service Provider, the same shall be escalated to the Network and Operations Team of the Service Provider.
- (6.4) Service Provider shall also ensure automated monitoring of connectivity between the SNDB and Network and any dedicated hardware and other applications deployed for providing the Services to the SNDB.

7. REPORTING OF INCIDENTS

- (7.1) The Service Provider shall manage the Technical Support emails and calls by incidents as laid down in Annexure-C.
- (7.2) At Level-1, fault reporting must always be done via email.
- (7.3) Before contacting Service Provider's help desk, the SNDB must ensure that the fault does not lie within its own responsibility, such as faulty integration of SMS API and/or Internet routing problems.
- (7.4) Critical faults must be raised both via email and telephone to the Service Provider help desk.
- (7.5) If SNDB's incident is resolved by SE and if the case is not opened again, during the ensuing five (05) days, the incident will be considered closed, subject to confirmation from the SNDB.
- (7.6) The Service Provider shall ensure that all incidents which cannot be resolved by SE will be escalated to the Service Provider's Network and Operations Team.

8. TERMINATION

- (8.1) Either Party may terminate this Agreement for convenience and without cause, by serving a thirty (30) days' written notice of termination to the other Party.
- (8.2) In case a Force Majeure event takes place for a continuous period of fifteen (15) days, either Party may terminate this Agreement, by serving fifteen (15) days' notice.
- (8.3) SNDB shall be entitled to terminate this Agreement immediately by written notice to the other if:
 - (a) the Service Provider commits any continuing or material breach of this Agreement and in the case of a breach which is capable of remedy, fails to remedy the same within seven (7) calendar days after receipt of written notice giving full particulars of the breach and requiring it to be remedied;
 - (b) the Service Provider makes an assignment for the benefit of creditors, voluntary arrangement with its creditors or becomes subject to an administration order;
 - (c) the Service Provider goes into liquidation (except for the purpose of amalgamation, reconstruction, merger or other reorganization and in such manner that the SNDB resulting from the reorganization agrees to be bound by or assume the obligations imposed on the Service Provider under this Agreement);

- (f) For the purpose of clause 8.3 (a) hereinabove, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance.
- (8.4) The rights of the SNDB under this clause are without prejudice to any other rights that it might have under any law to terminate this Agreement or to accept any breach of this Agreement on the part of the Service Provider as having brought this Agreement to an end. Any delay by the SNDB in exercising its rights to terminate this Agreement shall not constitute a waiver thereof.

9. **CONFIDENTIALITY**

- a. Each Party undertakes that it shall keep the other Party's Confidential Information and all information pertaining to the transactions contemplated hereby or Customer Data and other information obtained or received in any manner whatsoever as a result of the Services, as confidential and shall not use or disclose to any person any Confidential Information.
- b. A Party may:
- (i) disclose any Confidential Information to any of its duly authorized representatives who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement ("Purpose"), provided that such Party must ensure that each of its duly authorized representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this section 9 as if it were a Party;
 - (ii) disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority or any other authority of competent jurisdiction which has the lawful authority to obtain Confidential Information, in which case that Party must comply with the provisions of section 9(c); and
 - (iii) use Confidential Information only for the Services.
- c. If a Party is required to disclose any Confidential Information by law, any court, any governmental, regulatory or supervisory authority or any other authority of competent jurisdiction, such a party must:
- (i) notify the other Party as soon as is practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring disclosure;
 - (ii) make the disclosure after consultation with the other Party so far as is practicable; and
 - (iii) make the disclosure after taking into account all requirements of the other Party as to the contents of the disclosure, so far as is practicable.
- d. Each Party reserves all its rights in its Confidential Information and each Party acknowledges and confirms that no rights or obligations in respect of a Party's Confidential Information other than those expressly set out in this section are granted to the other Party or to be implied by this Agreement.
- e. Upon termination of this Agreement each Party shall:

- (iii) erase all of the other Party's Confidential Information from its computer systems (to the extent possible).
- f. On termination of this Agreement, each Party may retain one (1) copy of the documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law, any court, any governmental, regulatory or supervisory authority or any other authority of competent jurisdiction and, in such a case, the provisions of this section shall continue to apply to any such documents and materials retained, subject to section 9(c). A Party retaining such Confidential Information of the other Party must inform the other Party and provide details of the Confidential Information sought to be retained and the justification for the same.
- g. Upon the termination or expiry of this Agreement, each Party must certify in writing to the other Party that it has complied with section 9(e) and the extent to which it has retained any documents or materials in accordance with section 9(c) and (f) respectively.
- h. Each Party shall give notice to the other Party of any breach of this section 9, immediately upon becoming aware of such breach.
- i. This section 9 shall bind the Parties during the term of this Agreement and for a period of ten (10) years following the expiry or termination of this Agreement and in the case of the SNDB's Customer Data shall remain in effect indefinitely unless the SNDB provides a written intimation to the Service Provider.

10. **INTELLECTUAL PROPERTY RIGHTS**

- (10.1) For the purposes of this section, "Intellectual Property Rights" means all copyright, patent, mask work rights, designs, secret or other intellectual property rights in and to the circuitry, software design based on the conceptual design and any enclosure designed for like products and all testing procedures and software and other documentation relating to the foregoing.
- (10.2) Nothing in this Agreement shall constitute any transfer of such rights to the SNDB. Furthermore, the Service Provider reserves the right to grant licensees to use any such created Intellectual Properties to any other party or Parties as it may deem fit.
- (10.3) To the fullest extent under applicable law, the Service Provider shall own all ownership rights, titles and interests in and to all Intellectual Property Rights and Inventions that are made, conceived or reduced to practice, in whole or in part, by the SNDB during the Term and which arise out of any use of Service Provider's facilities or assets or any research or other activity conducted by, for or under the direction of the Service Provider (whether or not (i) conducted at the Service Provider's facilities, (ii) during working hours or (iii) using Service Provider assets), or which are useful with or relate directly or indirectly to any "Service Provider's Interest" (meaning any product, service, other Invention or Intellectual Property Right that is sold, leased, used, proposed, under consideration or under development by the SNDB). The SNDB shall promptly disclose and provide all of the foregoing Inventions ("Assigned Inventions") to the Service Provider. The SNDB shall, promptly at the Service Provider's request, do or procure to be done all such further acts and things and the execution of all such other documents as the Service Provider may from time to time require for the purpose of securing for Service Provider the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Service Provider. The SNDB does, hereby, make and agree to make all assignments to the Service Provider necessary to effectuate and accomplish the foregoing ownership. Assigned Inventions shall not include any Invention that is both developed entirely during SNDB's own time and without use of any Service Provider's assets, ideas or direction and not useful with and related to any Service Provider's Interest.
- (10.4) SNDB acknowledges and agrees that any and all of the trademarks including Service Provider's

express written consent, which will not be unreasonably withheld, sell, make use or disclose the same to any person, group, SNDB or corporation

11. REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER

(11.1) The Service Provider represents and warrants that it:

- a. is validly existing under the laws of the Islamic Republic of Pakistan;
- b. has all requisite legal power and authority to execute this Agreement and perform the Services under the law of the Islamic Republic of Pakistan;
- c. its entry into the agreement and performance of its obligations under this agreement will not violate or conflict with, or exceed any limit imposed by: (i) any law or regulation to which it is subject; (ii) its constitutional documents, or (iii) any other agreement, instrument or undertaking binding upon it;
- d. has and shall maintain during the pendency of this Agreement and for the duration of provisioning of Services under this Agreement all necessary permits and licenses required to provide the Services;
- e. has no actions, suits or proceedings pending or, to the Service Provider's knowledge, threatened against or affecting the Service Provider before any court or authority that might materially adversely affect the ability of the Service Provider to meet and carry out its obligations under this Agreement;
- f. shall provide Services as reasonably directed by the SNDB;
- g. shall perform the Services in a timely and professional manner;
- h. shall provide Services to the standard of expertise which the Service Provider has represented to the SNDB that the Service Provider possesses;

(11.2) The Service Provider covenants and agrees that, during the Term and thereafter, it shall not in any way publicly disparage, call into disrepute, or otherwise defame or slander the SNDB or its subsidiaries, affiliates, successors, assigns, officers, directors (including any current director of the SNDB), employees, stockholders, agents, attorneys or representatives, vendors, suppliers, contractors or any of its products or services, in any manner that would damage the business or reputation of the SNDB, its products or services or its subsidiaries, affiliates, successors, assigns, officers (or former officers), directors (or former directors), employees, stockholders, agents, attorneys or representatives.

(11.3) The Service Provider agrees that, during the Term and thereafter for a period of one (01) year, it shall not solicit any employee or independent contractor of the SNDB on behalf of any other business enterprise, nor shall it induce any employee or independent contractor associated with the SNDB to terminate or breach an employment, contractual or other relationship with the SNDB.

12. SERVICE FEE AND BILLING

(12.1) All charges for the Services shall be applicable as per Annexure-B.

(12.2) All payments to the Service Provider by the SNDB in lieu of Service charges shall be subject to withholding taxes and other deductions provided under this Agreement or required to be made by law, which shall be to the account of the Service Provider.

- (12.6) Service charges are subject to revision with documentary evidence in the event of price rises made by the MNOs/concerned authorities. The price revision notification from the MNOs/concerned authorities do the price up, will be communicated to the SNDB by the Service Provider via email at least five (5) business days prior to implementation.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- (13.1) The Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan, without application of its conflict of law rules and the Courts of Karachi shall have exclusive jurisdiction in regard hereto.
- (13.2) The Parties agree that all legal proceedings arising from or relating to this Agreement or breach thereof will be brought and maintained exclusively in the courts of Karachi, Pakistan.
- (13.3) Both Parties shall use their best efforts to settle amicably any claim of controversy, any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or any supplemental agreement or arising there from or related thereto in any manner whatsoever by referring the dispute to the senior management of the Parties.
- (13.4) If the Parties fail to settle the disputes amicably within thirty (30) days, either Party may refer such dispute to arbitration in Karachi, Pakistan in accordance with the Arbitration Act 1940 and the rules made there under. The arbitration shall be carried out by one (1) arbitrator appointed in compliance with the Act. The venue of arbitration shall be Karachi, Pakistan.
- (13.5) The award made by the arbitrator process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.
- (13.6) Notwithstanding any provision to the contrary in this Agreement, this section shall survive any expiration or termination of this Agreement or any other provision hereof, and upon such event shall take effect as an independent arbitration agreement.

14. NOTICES

- (14.1) Any notices, demands, requests or other communications, given, served by any Party to the other Party hereunder shall be sent to either Party in writing at the address set out below or such other address as each Party may notify to the other from time to time.
- (14.2) Any notices so given shall be deemed to have been received on the next Business Day following the date it was personally delivered, if mailed, on the 5th Business Day following the date of posting.
- (14.2)1. If to the Service Provider

Name: Altaf Siddiqui
Designation: SNDB Secretary
Address: Mezzanine Floor, 29-C, Sunset Lane 1, Phase II, DHA, Karachi.
Telephone: 021-35886025
Cell: 0300-8235543

(14.2)2. If to the SNDB

Name: Nadeem Raana
Designation: Senior Vice President
Address: 3rd Floor, Imperial Court, Ziauddin Ahmed Road, Near Karachi Club, Karachi

any other relief (including liquidated, special and consequential damages) as the court may deem just and proper in order to enforce this Agreement or to prevent violation hereof. To the extent permitted by applicable laws, Service Provider waives any objection to the imposition of such relief.

16. **INDEMNIFICATION**

- (16.1) SNDB agrees to indemnify and hold The Service Provider harmless from and against all loss or damages, fines, penalties will be imposed from the MNO/MNOs including reasonable legal's fees, costs and expenses incurred by The Service Provider as a result of any claims related to or arising out of SNDB's failure to perform its duties under this Agreement with reasonable care, unless such loss or damage shall arise from the negligent or intentional acts or omissions of The Service Provider. In the foregoing sentence, the words "loss or damage" include, but are not limited to, loss or damage arising directly or indirectly from any actions or omissions of any employee or authorized representative of either party.

17. **WAIVER**

- (17.1) No failure or delay by the SNDB in exercising or securing the enforcement or validity of any right, power, privilege or demand arising under or in connection with this Agreement, and no single or partial exercise of any such right, power, privilege or demand, shall impair the existence, operation, content, effect and enforcement of the said right, power, privilege or demand, or operate as a waiver of it.
- (17.2) The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

18. **ENTIRE AGREEMENT**

- (18.1) This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.
- (18.2) Nothing in this Agreement excludes or restricts the liability of any Party for fraud or bad faith.

19. **SEVERABILITY**

- (19.1) If any provision of this Agreement is prohibited by law, or is determined by any court of law or other binding adjudicatory authority or conceded by the Parties to be unlawful, void or unenforceable, the provision:
- (i) shall, to the extent required and as far as possible, be severed from this Agreement and rendered ineffective without modifying the remaining provisions of this Agreement; and
 - (ii) shall not in any way affect any other particular provisions of this Agreement or the validity or enforcement of this Agreement generally.

20. **ASSIGNMENT**

Neither Party shall transfer nor assign partially or entirely any of its rights or obligations under this Agreement to any other party without the prior written consent of the other Party.

22. **MODIFICATIONS AND AMENDMENTS**

Modifications and amendments to this Agreement (including annexures and exhibit) shall be effective only if made in writing and agreed between the Parties.

23. **GOOD FAITH**

The Parties shall deal with each other in good faith at all times with respect to the matters under this Agreement.

24. **Conflict of Interest**

The Service Provider shall hold the Sindh Bank's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

25. **REPORTING IN CASE OF CHANGE IN OWNERSHIP STRUCTURE / KEY MANAGEMENT / DIRECTORS.**

The Service Provider shall ensure that all changes relates to company ownership structure, key management / directors reported in company annual return Form-A /29 shall immediately inform the same to the SNDB.

26. **Audit and Monitoring Procedures / Ensuring Access to State Bank of Pakistan**

Subject to prior written notice, each Party shall co-operate with the other Party's internal and external auditors to assure prompt and accurate audit relating to this Agreement. Each party shall co-operate in good faith with the other Party and correct any practice found to be deficient as a result of any such audit within a reasonable time after receipt of such Party's audit report. Furthermore, E-Ocean will provide access to documents and activities under this Agreement on visit to onsite location by regulatory authorities including State Bank of Pakistan as per the request of the SNDB.

27. **Anti-Money Laundering Requirement.**

The Service Provider acknowledge that they do not violate any statutory/prudential requirement on anti money laundering or record keeping procedure as per existing laws/rules and regulations of locals as well as foreign jurisdiction.


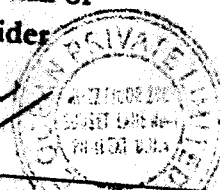
28. The Bank would refund the bid security valuing Rs. _____ /- submitted by the Vendor from the submission of 10% performance Security as per tender document.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated above

For and on behalf of
SNDB


SYED ATA HUSSAIN
CEO Head Information Technology

For and on behalf of
Service Provider

ANNEXURE A

SPECIFICATION OF SERVICES

The Service Provider agrees to provide following services to the SNDB:

Mobile Value Added Services (SMS Gateway Services):

1. Push SMS API for sending Push SMS transactional alerts
2. Pull SMS API for enabling interactive (2-way SMS) session via short code
3. Reporting of the traffic (Executed, Devliered,Failed)- Delivered to Network & Delivered to Handset.
4. SMS tranceive ability
5. Delivery Report (DLR) for the SMS sending activity.

Service Features:

1. Service availability of Service Provider will be at-least **99.7%**
2. Ported customer numbers will be identified by the Service Provider automatically with no loss accounted and SMS will be routed through appropriate operator's network subject to service provider data updation
3. SMS Gateway will ensure SMS throughput of **700 SMS per min (TPM)** via SMPP connection to SMSCs of MNOs. Any request for the increase in TPS/TPM from SNDB will be entertained and taken up with the MNOs by Service Provider along with associated details of requirement hours and it will be approved/allocated to the SNDB in One (1) week time, without any additional charges.
4. Web Portal will be provided with reporting functions such as real-time delivery reports along with data and time stamps or all incoming (PULL) and outgoing (PUSH) SMS with status of successfully delivered and failed SMS to mobile network operators and customer mobile handsets.

Network Conditions:

Network conditions are given below; though there will be no such loss of SLA, which is beyond the controls of the Service Provider:

1. Break down/congestion in MNO network
2. IP blocking of MNO VPN network,
3. Any configuration changes at MNOs end not immediately communicated to SERVICE PROVIDER network team of the Service provider



ANNEXURE B
SERVICE CHARGES

SMS Alerts & Connectivity Charges: As per the slab in Exhibit B (exclusive of 19.5% Sales Tax).

Terms and Conditions:

1. Invoice for the services shall be dispatched to the SNDB at the end of each month and no later than seven (07) Business days from the end of previous month.
2. The SNDB shall perform reconciliation of the Service Invoice within five (05) Business Days from the date of submission of the Service Invoice.
3. Payments will be made within Fifteen (30) Business Days from the date of receipt of the service invoice.
4. Payments will be made through account transfer in below mentioned bank account of the Service Provider after the deduction of withholding taxes u/s 153 1(b) of the income tax ordinance 2001, required to be made by law. In case of exemption from the deduction of applicable taxes, exemption certificates from FBR and SRB shall be provided to the SNDB along with the issued invoices.

Banking Details:

- Bank Name : FAYSAL BANK LTD
- Bank Account No: 3080301900225040
- Title of Account: E-OCEAN PRIVATE LIMITED
- IBAN No: PK22FAYS3080301900225048
- Branch Code : 3080
- Branch Address: IBB DHA PHASE I COMMER. AREA, KARACHI, PAKISTAN
- Swift Code : FAYSPKKA
- Vendor Name: E-OCEAN PRIVATE LIMITED



ANNEXURE C
SERVICE PROVIDER SUPPORT SERVICES – HELP DESK

SERVICE PROVIDER Contact Details

Working Days	Monday to Friday
Support Tel No (24x7)	92-21-38711016

Incident reporting, response and resolution times

1. Service Provider will inform the SNDB without delay using its best efforts by email in case Service Provider experiences network down times or service interruptions.
2. Service Provider guarantees 24/7 infrastructure monitoring by triggering all routing and billing routines of the network from an external source every 15 minutes. If an error is received or in case of no response within 1 minute after the trigger, the disruption is recognized as Level 1 failure.

Service Provider shall make reasonable efforts to begin working with the problem reported/recognized to the point where services resume as per the response times stated below:

Level	Severity	Response Time	Resolution Time
Level 1	Critical	Within 15 minutes	4 hours
Level 2	Moderate	Within 2 hours	8 hours
Level 3	Standard	Within 12 hours	2 days unless both parties mutually agree to defer the fix

3. Severity definition

- a. Level 1 – Critical System Fault with SMS Gateway Services unavailable for sending or receiving Sms Traffic.
- b. Level 2 - Material degradation or delay problems in delivery of Sms Traffic sent through the SMS API to the Service Provider.
- c. Level 3 - A request for data or information pertaining to Services, including delivery reports or technical details.

1	Technical Support Help Desk	support@eocan.com.pk 021-3871116
3	Manager, Customer Support Department Arshad Inam	arshad@eocan.com.pk 0331-8244431
5	Key Account Manager Usama Sohail	usama@eocan.com.pk 0331-2051572
	Director Marketing & International Alliances Mobility Solutions Syed Amir Jafri	amirjafri@eocan.com.pk 0345-8244427

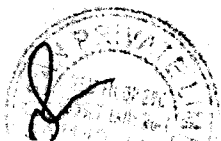


Exhibit B
SERVICE CHARGES

Dedicated Shortcode & Connectivity Over Fiber Link

S.NO	Item	Period	Price PKR
1	SETUP COST	One Time	NIL
2	SMS SHORT CODE FROM PTA (SETUP CHARGES)	One Time	NIL
3	SMS SHORT CODE FROM PTA (ANNUAL CHARGES)	Annual	NIL
4	SMS RATE (OUT GOING FROM SBL)	Per SMS	0.36*
5	CONNECTIVITY OVER FIBER 03 MB LINK (SETUP COST)	One Time	NIL
6	CONNECTIVITY OVER FIBER 03 MB LINK	Monthly	17,925*

*The above-mentioned rate is the same quoted for Promotional/
Bulk Campaign messages.

*3 Mbps Data on Existing ONT Cybernet (Separate Port)

The Total Amount will be calculated as per formula given below:

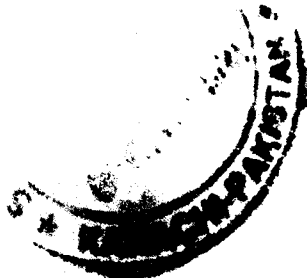
$$\begin{aligned} & \text{S.No.1 (Price) + S.No.2 (Price) + S.No.3 (Price) + (S.No.4 (Price) X 18,600,000) + S.No.5} \\ & \text{(Price) + (S.No.6 (Price) X 12) = *Total Amount} \\ & \text{Rs 0 + Rs 0 + Rs 0 + Rs [0.36 x 18,600,000] + Rs 0 + Rs [17,925 x 12]} \end{aligned}$$

$$\text{Rs 0 + Rs 0 + Rs 0 + Rs 6,696,000 + Rs 0 + Rs 215,100}$$

Total Amount Rs 6,911,100

Note:

- *Pull SMS charges will not be billed to the SNDB. The customer will be charged directly by the operators.
- *The charges/rates only be revised by the Service Provider after serving a notification notice to the SNDB via email.



P.O. No. 236

Date: 14-03-2022

M/s Eocean Private Limited,
Mezzanine Floor, 29-c,
Phase-II EXT, D.H.A.,
Karachi.

Subject:

Purchase Order

Dear Sir,

With reference to the Tender SNDB/COK/ADMIN/TD/1226/2021 dated 26/11/2021 for providing SMS services to Sindh Bank Ltd submitted by you. After detail review the Sindh Bank Ltd Management is pleased to inform that your Tender Bid is accepted.

Kindly proceed as per tender document to provide SMS services to Sindh Bank at Head Office and DR-SITE DHA-Y, Lahore, as per following detail.

S. No.	Description	Period	Price PKR (Inclusive of All Taxes)
1	SETUP COST	One Time	Nil
2	SMS SHORT CODE FROM PTA (SETUP CHARGES)	One Time	Nil
3	SMS SHORT CODE FROM PTA (ANNUAL CHARGES)	Annual	Nil
4	SMS RATE (OUT GOING FROM SBL)	Per SMS	Rs. 0.36
5	CONNECTIVITY OVER FIBER 03 MB LINK (SETUP COST)	One Time	Nil
6	CONNECTIVITY OVER FIBER 03 MB LINK	Monthly	Rs. 17,925/-

Terms & Conditions

Payment Terms As per Agreement

Taxes/Deduction Above prices are inclusive of all taxes.

Thanks,

M. Rashid Memon
14/03/2022

M. Rashid Memon
VP-I/I.T. Division

S. Zeeshan-ul-Haq
SVP-II/I.T. Division

Riaz Ahmed
Riaz Ahmed
EVP-II/I.T. Division

Nadeem Rana
Nadeem Rana
SVP-II /I.T. Division
S. Ata Hussain
S. Ata Hussain
Head of I.T. Division

SINDH BANK LIMITED
HEAD OFFICE
3RD FLOOR, FEDERATION HOUSE
ABDULLAH SHAH GHAZI ROAD
CLIFTON KARACHI-75600.

UAN : +92-111-333-225
PHONE : +92-21-35829320
+92-21-35829394
FAX : +92-21-35870543
WEB : www.sindhbankltd.com

پوائنٹ آف کال : +92 111 333 225
فون : +92 21 35829320
+92 21 35829394
فیکس : +92 21 35870543

سندھ بینک لمیٹڈ
ہیڈ آفس: آئیسری منزل، فیڈریشن ہاؤس،
میدان شاہ غازی روڈ، کلنٹن، کراچی۔ 75600۔ پاکستان

<u>Buyer List</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	EOcean	300
2	M3 Technologies	300
Total		600