

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
- 2) PROVINCIAL / LOCAL GOVT. / OTHER Scheduled Bank
- 3) TITLE OF CONTRACT Supply & Installation of Patch Maangement, System
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1353/2024
- 5) BRIEF DESCRIPTION OF CONTRACT Supply & Installation of Patch Maangement System
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.9,053,205/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 year
- 10) TENDER OPENED ON (DATE & TIME) 23.01.2024 at 1100 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 1
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 1
- 14) BID EVALUATION REPORT
(Enclose a copy) 24.06.24
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Secure Netwrks Pvt Ltd Office No B1
Second Floor
59-C-24 Car
Street Tanzeer
DHA
- 16) CONTRACT AWARD PRICE Rs.6,526,500/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. Secure Network 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 Competent Authority

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

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

Yes	T00531-23-0008 04.01.2024
No	

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

Yes	Express Tribune, Daily Express & Sindh Express 04.01.2024
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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"/>
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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"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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"/>
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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"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	NO

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	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"/>
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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 COMMITMENT, IF A FOREIGN COUNTRY?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	

Signature & Official Stamp of
Authorized Officer

ARSHAD ABBAS SOOMRO
Head of Administration & Security
Administration Division
Sindh Bank Limited
Head Office Karachi

12/07/24

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

PURCHASE ORDER

PO No: 11072024

Date: 11-07-2024

M/s Secure Networks Private Limited,
Office B1 Second Floor Plot No 59-C,
24th Commerical Street Tauheed Commerical Area DHA,
Karachi.

Subject: Supply & Installation of Patch Management Solution.

Dear Sir,

With Reference to the Tender Bid SNDB/COK/ADMIN/TD/1353/2024 Dated 23-01-2024 For Supply & Installation of Patch Management Solution at Sindh Bank Ltd Submitted by you. After detail review the Sindh Bank Ltd Management is pleased to inform that your Tender Bid is accepted

S.No	Item	Unit Price	QTY	Amount PKR	GST 18%	SRB 13%	Total Amount PKR
1	GFI Lan Guard Subscription for 1 Year	2,550/-	2,000/-	5,100,000/-	918,000/-	-	6,018,000/-
Professional Services							
2	Installation Configuration, Testing & Fine Tuning	450,000/-	1	450,000/-	-	58,500	508,500/-
3	1st Year Local Support / Year	Free of Cost					
Total Amount PKR							Rs. 6,526,500/-

Terms & Conditions

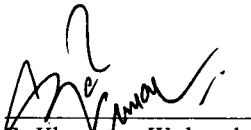
Payment Terms


as Per Agreement.

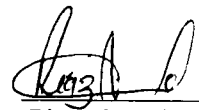
Taxes/Deduction


Above Prices are inclusive of all taxes.

Thank you,


S. Khuram Waheed
AVP-II/I.T. Division


S. Zeeshan Ul Haq
SVP-I/I.T. Div


Riaz Ahmed
EVP-II/ I.T Div


S. Ata Hussain
EVP/ Head Of IT

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

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فون : +92 21 35829320
+92 21 35829394
فیکس : +92 21 35870543

سندھ بینک لمیٹڈ
ہیڈ آفس، تیسری منزل، فیڈریشن ہاؤس،
عبداللہ شاہ غازی روڈ، کلٹن، کراچی۔ ۷۵۶۰۰۔ پاکستان



WHEREAS CONTRACTOR has agreed to provide Patch Management Solution to SINDH BANK

RECITALS

WHEREAS,

- A SINDH BANK is a banking company desires of engaging the services of the Contractor for Supply and Installation of Patch Management Solution and Services further detailed at Annexure A
- B CONTRACTOR represented that it has the requisite resources, necessary infrastructure, approvals, skills and CONTRACTOR is fully authorized, have all necessary approvals and licenses to perform the required Services, and has agreed to provide the Services to the SINDH BANK;
- C Based on the representation of CONTRACTOR, the SINDH BANK has agreed to avail the Services from CONTRACTOR on the terms and conditions as set out in this Agreement.

NOW THEREFORE, for and in consideration of the promises, covenants, and agreement hereafter contained and to be performed by the Parties hereto, the said Parties hereby covenant and agree as follows:

1. CONTRACTOR shall provide the delivery, installation, and support for the GFI Languard Patch Management Solution Software and Services as defined in the Annexure A of this Agreement.
2. SINDH BANK shall pay the full amount and the Contractor shall receive and accept as full compensation for the performance of its obligations under this Agreement, the total price as detailed in the Annexure A of this Agreement and further detailed at subsequent annexures at the time and in the manner prescribed by the conditions of the Contract Agreement to the satisfaction of SINDH BANK.
3. The Agreement shall be for the period of twelve (12) months whereas the effective date shall be the day of the delivery of and Software License at SINDH BANK premises.

1. INTERPRETATION AND DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

References to Clauses and Appendices are references to clauses and appendices of this Agreement;

Words importing one gender include the other gender;

References to persons include bodies corporate, firms and unincorporated associations;

The singular includes the plural and vice versa;

References to all or any part of any statute or statutory instrument including any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it;

The recitals to this Agreement shall form an integral part hereof; and

The headings in this Agreement are for the purpose of reference only and shall be ignored in the

"Confidential Information" is defined in Clause 5;

"Force Majeure Event" is defined in Clause 8;

"Parties" is defined in the preamble;

"Party" is defined in the preamble;

"Payment Schedule" means the aggregate charges for the Services calculated in accordance and set out in **"Annexure C"** of this Agreement; and

"Services" means the services to be provided by CONTRACTOR to SINDH BANK under this Agreement as set out in detail under **"Annexure B"** of this Agreement;

2. SERVICES / OBLIGATIONS OF CONTRACTOR

CONTRACTOR shall provide the Services as set out under **"Annexure A"** attached hereto.

3. PAYMENT TERMS

- a) In consideration of the covenants and agreements to be kept and performed by CONTRACTOR and for the faithful performance of this Agreement, SINDH BANK shall pay and CONTRACTOR shall receive and accept (as full and final compensation for the Services furnished by CONTRACTOR under this Agreement) and the payments as per **"Annexure A"** attached hereto.
- b) It is expressly agreed between the Parties that the payment to be made by SINDH BANK to CONTRACTOR for the Services rendered shall be fixed price (as mentioned in the Annexure A of this Agreement) during the entire duration of this Agreement without any revisions or negotiations in the price during the tenure of this Agreement. However, after the tenure of this Agreement, the rates may be revised with mutual consent.
- c) All or any payment(s) to be made by SINDH BANK to CONTRACTOR shall be made subject to deduction of applicable taxes and levies.
- d) SINDH BANK shall be entitled to set off against and deduct and recover from any fees or other sums payable by SINDH BANK to CONTRACTOR at any time, any tax, levy or other amount whatsoever which may be required to be deducted by order of any Court / Authority or under any law now existent or which may come into existence during the currency of this Agreement as well as any and all amounts which may be or become payable by CONTRACTOR to SINDH BANK under this Agreement or pursuant thereto.
- e) The payments to be made to CONTRACTOR in terms of this Clause 4 shall constitute the entire remuneration to CONTRACTOR in connection with the Services provided under this Agreement and neither CONTRACTOR nor its personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to this Agreement or to the discharge of the Services hereunder.

4. CONFIDENTIALITY

Any / All information concerning SINDH BANK which is provided to CONTRACTOR and vice versa in connection with this Agreement (**"Confidential Information"**), shall be kept confidential by either Party, its affiliates, agents, advisors, directors, officers, or employees and, without the prior written consent of the other, each shall not:

In the event that the receiving party received a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a Court of competent jurisdiction or by a government body, the receiving third party agrees to promptly notify the sending party of the existence, terms and circumstances surrounding such a report, prior to disclosing any such information, so that the sending party may seek an appropriate injunctive relief to safeguard the Confidential Information. If the receiving party is compelled to disclose any of the Confidential Information, it will disclose only that portion thereof which it is compelled to disclose and shall use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Confidential Information shall not include any information which:

has become generally available to the public through no fault or action of the receiving party; or

is in the possession of the receiving party prior to the date hereof, provided that such information is not known by the receiving party to be subject to another confidentiality agreement and further provided that such information was obtained independently and without the assistance of the sending party; or

is or becomes available to the receiving party on a non-confidential basis from any third party, the disclosure of which to the receiving party does not violate any contractual, legal or fiduciary obligation such third party has to the sending party.

Without limiting the generality of the foregoing, neither Party will publicly disclose the existence of or the terms of this Agreement without the prior written consent of the other. Furthermore, neither of the Parties will make any use of Confidential Information of the other Party except as contemplated by this Agreement; acquire any right in or assert any lien against the disclosing party's Confidential Information except as contemplated by this Agreement; or refuse to promptly return, provide a copy of or destroy such Confidential Information upon the request of the disclosing party, save for when destruction of such information would result in an impediment in the receiving party's performance of this Agreement. In such an event, the receiving party shall promptly inform the disclosing party in writing of its inability to do so, state clearly the reasons thereof and the time period in which the request will be complied with. The obligations of confidentiality herein shall remain in full force and effect during the life of this Agreement and shall survive the termination of this Agreement.

5. SINDH BANK'S OBLIGATIONS:

SINDH BANK shall report any problem or disturbance experienced in the equipment within the shortest possible time span to CONTRACTOR;

SINDH BANK shall extend all possible legitimate assistance and resources to facilitate CONTRACTOR to perform the support as outlined in this Agreement.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

In the event of any breach by CONTRACTOR of its obligations, warranties and / or responsibilities under this Agreement, the CONTRACTOR shall hold SINDH BANK, its subsidiaries, affiliates, officers, directors, employees and representatives harmless and indemnified from and against any and all losses (including without limitation any personal injury or death of any person), damages, claims, costs, liabilities, payments and obligations and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustained or required to be paid, directly by or sought to be imposed upon SINDH BANK or its subsidiaries, affiliates, officers, directors, employees and representatives.

CONTRACTOR shall maintain the highest professional code of conduct in its dealings. CONTRACTOR,

Without prejudice to the generality of the other provisions hereof, SINDH BANK shall not be liable or responsible in any manner whatsoever in the event of any personal injury, including death caused due to the provision of CONTRACTOR Services or for losses, claims, damages whatsoever or howsoever caused, legal proceedings (if any), arising directly or indirectly in connection with the Services. Notwithstanding the generality of the above, the SINDH BANK expressly excludes liability for claimed consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings.

7. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

8. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

9. NOTICES

- a) Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing and served to a Party at its address as specified in this Clause 13 (or any other address it has notified to the other Party in accordance with this Clause 13) as follows: by hand; by registered post; or by other electronic method of communication agreed in writing from time to time between the Parties.
- b) Notices or communications sent by registered post will be deemed to have been served on the date that such mail is delivered or delivery is attempted. Notices or communications sent by fax will be deemed to have been served on the day of transmission if transmitted before 4.00pm in the time zone of receipt but otherwise on the next day. In all other cases, notices and communications will be deemed to have been served on the day when they are actually received.

c) Notices to M/s. Contractor shall be sent to:

Attention: Mr. Asad Effendi

Address: _ Office No-B1, Second Floor, Plot No. 59-C, 24th Commercial Street, Tauheed Commercial Area, DHA, Karachi, Pakistan.

Cell#0320-2896110

Email: asad.effendi@securenetworks.pk

Notices to Sindh Bank Limited ("SINDH BANK") shall be sent to:

Attention: Head of I.T. Department

Address: _ 3rd Floor, Federation House, Clifton, Karachi

Contact No. 35829350

Email: ata.hussain@sindhbankltd.com

10. AMENDMENTS

This Agreement may only be amended / modified in prior writing and signed by both Parties.

11. CONTRACTOR'S UNDERTAKINGS

11.1 CONTRACTOR agrees and undertakes that:

- (b) It shall exercise all reasonable skill, care and diligence in the discharge of the Services agreed to be performed by it under this Agreement. If in the performance of the Services, CONTRACTOR has a discretion exercisable as between SINDH BANK and any third party concerned, CONTRACTOR shall exercise its discretion fairly.
- (c) It shall in all professional matters act as a faithful adviser to SINDH BANK;
- (d) It shall retain full responsibility for all the Services which it is committed to render under this Agreement;
- (e) It shall give all notices and comply with all the laws and regulations applicable to furnishing and performance of the Services. SINDH BANK shall not be responsible for monitoring CONTRACTOR compliance with any laws or regulations;
- (f) The Services will be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care;
- (g) It will employ such number of persons as may be required for carrying out and discharging obligations, duties and responsibilities and for providing adequate, effective and efficient Services. All such persons shall be directly employed by CONTRACTOR, who shall as employer be directly and solely responsible for all such employees and personnel and for the payment of their wages, salaries and other benefits; and
- (h) CONTRACTOR, its employees and sub-contractor (if any) shall respect the laws and customs of Pakistan.

12. WARRANTIES AND REPRESENTATIONS

- a. Both Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement.
- b. Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with: (a) its constitutional documentation; (b) any material provision of any agreement or any other material restriction of any kind to which it is a party or by which it is bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or (d) any arrangement whereby it has not paid any collateral amounts to the other Party or any of its officer with regard to the award of contract hereunder or its performance.
- c. Both Parties will use all reasonable care, skill and diligence in carrying out their obligations, duties and responsibilities under this Agreement.
- d. Any and all intellectual property rights (legal and beneficial) accruing and attributable to a Party during the course of performance of its respective obligations under this Agreement shall vest in and with that Party.
- e. Each Party represents and warrants to the other Party that there are no material actions, legal or administrative which adversely affects its ability to execute and perform its obligations under this Agreement.
- f. CONTRACTOR acknowledges that SINDH BANK has entered into this Agreement on the basis of the representations and undertakings made by CONTRACTOR throughout this Agreement.
- g. It would be mandatory for the Bidder to provide a Warranty / Support for (01) year for the product and provide on-site support, extendable at the Bank's discretion. The Warranty period of one year would commence from the date of issue of the Completion Certificate by the Bank. During the Warranty period, the Bidder would be required to undertake all necessary modifications not falling

Unless otherwise required by this Agreement, none of the Parties shall use, or disclose to third parties, the names, logos or reports of each other without the prior written consent of the concerned Party.

14. INTELLECTUAL PROPERTY

- a) CONTRACTOR agrees it shall not use any of SINDH BANK names, logos, trademarks, trade secrets, copyrights, patents, designs and other intellectual property rights without the prior express written consent of SINDH BANK.
- b) Without prejudice to the other provisions of this Agreement, any infringement of intellectual property rights by CONTRACTOR in respect of any such items shall be deemed to be a material breach of a condition of this Agreement and shall entitle SINDH BANK to terminate this Agreement forthwith upon prior written notice to CONTRACTOR.

15. DAMAGE TO PERSONS AND PROPERTY

- a) CONTRACTOR shall indemnify, defend and hold harmless SINDH BANK, all personnel in the service of SINDH BANK and its directors and shareholders against all losses, expenses, liabilities and claims for any injuries suffered by any CONTRACTOR employee at the SINDH BANK lounges or personal injury including death of any CONTRACTOR employee, or damage to any SINDH BANK property whatsoever which may arise out of or in consequence of the operation of the Services, as well as against all claims, demands, costs, charges and expenses, whatsoever in respect of or in relation thereto.
- b) SINDH BANK or any personnel in the service of SINDH BANK and its directors and shareholders, shall not be liable for or in respect of any damages or compensation whatsoever payable at law or otherwise in respect of or in consequence of any accident or personal injury including death of any workmen or other person in the employment of CONTRACTOR.
- c) Notwithstanding anything contrary to the aforesaid provisions, if the designated personnel of CONTRACTOR are unable to provide the Services to SINDH BANK for more than two (5) consecutive days for any reason whatsoever, the CONTRACTOR will have to immediately depute other designated personnel to provide such Services to SINDH BANK and such designated personnel shall continue providing such Services on the terms and conditions mentioned in this Agreement.

16. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable laws, ordinances, regulations, and codes concerning CONTRACTOR's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections during the performance of this Agreement.

17. CONTRACTOR EMPLOYEES

- a) It is specifically agreed and understood that the relationship between SINDH BANK and CONTRACTOR is of purchaser and seller. Neither the CONTRACTOR is an employee of SINDH BANK nor any of the servant, worker, or personnel employed by the CONTRACTOR in relation to this Agreement shall be deemed to be the employee, or workman of SINDH BANK for any purpose and vice versa.
- b) The CONTRACTOR and its employees/staff shall be bound to comply with and adhere to all Safety Rules and Regulations enforced by the SINDH BANK as well as per applicable of laws while performing the Services.
- c) The CONTRACTOR and its employees/staff deployed to perform Services shall be subject to the standards of conduct set forth in the SINDH BANK's