

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 /Administration
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Scheduled Bank
- 3) TITLE OF CONTRACT Supply & Installation of PAM Solution
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1415/2024
- 5) BRIEF DESCRIPTION OF CONTRACT Supply & Installation of PAM Solution
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.13,897,240/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 27.12.2024 at 1600 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 3
(Attach list of buyers) _____
- 12) NUMBER OF BIDS RECEIVED 3
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3
- 14) BID EVALUATION REPORT
(Enclose a copy) 07.02.2025
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. SuperSecure Office 9th Floor. Tower B
- 16) CONTRACT AWARD PRICE Rs.4,970,070/-
World Trade Center.
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. SuperSecure 2. M/s. Scure Networks
111 + 100
Blocks
CLIFF
- 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:

Competent Authority

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"/>
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21) ADVERTISEMENT :

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

Yes	EPADS S-241241063 10.12.2024
No	

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

Yes	Express Tribune, Sindh Express & Daily Express 10.12.2024
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 OF VISIT, IF ABROAD:
(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

10/3/25

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

PURCHASE ORDER

PO No: 03032025

Date: 03-03-2025

M/s Supernet Secure Solution PVT LTD,
 Office 9th Floor Tower B, World Trade Center,
 Khayaban-e-Roomi, Block 5 Clifton,
 Karachi Pakistan.

Subject: SUPPLY & INSTALLATION OF PRIVILEGE ACCESS MANAGEMENT (PAM) SOLUTION.

Dear Sir,

With Reference to the Tender Ref No SNDB/COK/ADMIN/TD/1415/2024 Dated 27-12-2024 For SUPPLY & INSTALLATION OF PRIVILEGE ACCESS MANAGEMENT (PAM) 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

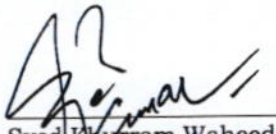
S. No.	Description	QTY	Unit Price	Total Price With GST
1	Privilege Access Management (PAM) 25 Users License / Warranty / Support.	01	Rs. 198,803/-	Rs. 4,970,070/-
			Total	Rs. 4,970,070/-


Terms & Conditions


Payment-Terms as per Agreement.

Taxes/Deduction Above Prices are inclusive of all taxes.

Thank you,


 Syed Khurram Waheed
 AVP/ IT Div


 S. Zeeshan-ul-Haq
 SVP-I/IT Div


 Riaz Ahmed
 EVP/Acting Head of IT

3. SECTION –III TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Sindh Bank Limited requires Supply and Installation of a Privilege Access Management (PAM). The requirement will be issued on need basis. Therefore, quantity may vary depends on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work below and in this context no claim will be entertained. Payment will be done on supply of actual numbers of items. The purchase of item will be spread over the year as needed.

Required items should strictly be original/genuine and in accordance with the below specifications

S no.	Compliance
1	The solution should be a leader in Gartner's magic quadrant
2	OEM should have at least ten deployments in Pakistan
3	To minimize hardware footprint, the vendor must be able to rotate passwords, support authentication against AD, run account discovery and also function as an RDP and SSH jump host with ONLY ONE Windows service on ONE VM
4	The proposed solution cannot rely on non-standard or proprietary components such as proprietary databases or network protocols. The vendor must allow the use of standard tools provided by the database vendor to manage the vault database.
5	The database used by PAM is managed by industry-standard database tools. Eg MSSQL Management Studio. There is no need to use PAM vendor-provided proprietary tool to manage the database to prevent vendor lock-in.
6	PAM vendor's vault database must support Transparent Data Encryption(TDE) if required.
7	The proposed solution must have out of the box integration at the API level for popular RPA solutions, UiPath and Blueprism.
8	Secret Erase Workflow
9	The proposed solution must have a user-friendly configurable way to support launching thick clients without relying on scripting. Any client applications that can be launch from command prompt manually can be configured from the single pane of glass interface without the need for vendors professional services.
10	The proposed solution must not require middleware applications or plug-in like using RPA tools such as Autolt and Selenium for launching an application if the application can be launched from the command line with username and password parameters.
11	The proposed solution must support a configuration where RDP & SSH sessions are brokered through PAM's own "jumpbox"/proxy component without Microsoft Remote Desktop Service Infra
12	The vendor must provide the option of seperately licensed thick client software that can be installed on administrator's Windows laptop/desktop and Macbook. This software can retrieve secret from PAM vault, manage SSH and RDP connection and launch SSH and RDP launch directly as an alternative to PAM web console.
13	To improve usability for server and network administrators, Vendor must provide thick clent software so that user can group favourite assets together and launch multiple sessions in one single click.
14	Solution must be provide a web extension for browsers so that onboarding new web application login can be seamless without professional services. The web extension must support firefox,chrome,opera and safari.
15	This web browser extension must be able to inject credentials automatically on web pages without any scripting or customization or relying on additional selenium plugin.

16	The proposed solution must provide a separate account type which is non chargeable and free for application to use to authenticate against proposed solution to use it's API. This account type is different from standard user so that it does not consume user license.
17	The proposed solution must protect data at rest with multiple layer of encryption beyond AES256 and give customer option to create workflow for 2nd layer of encryption layer on top of default encryption for static sensitive password. This means at least 2 person need to enter their password to decrypt a secret. The 2nd person's password is the key to the 2nd layer of encryption at the data level
18	The proposed solution must be able to calculate password entropy score for measuring the difficulty of generated password by defined password policies being cracked by brute force attack.

License /Warranty / Support /

It would be mandatory for the Bidder to provide a license /Warranty/Support for (01) year for the product and provide on-site support, extendable at the Bank's discretion. The license /Warranty/Support 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 under the purview of 'Change Management' such as updates, bug fixes, changes in the application, or any other support as and when required at no extra cost.

*The licenses of the required other associate / supporting tools should be provided by the bidder

Annual Maintenance Contract (AMC)

The Bank shall enter an AMC agreement with the successful bidder initially for the period of (03) years on a per-year basis to provide complete utility of maintenance & and support services (i.e., on-site & and off-site) after the expiry of the warranty period. The agreement would also capture the responsibilities and obligations of the selected bidder and SBL. Any major changes in the application which will fall under the 'Change Management', the vendor will be paid separately.

Quoted hardware solution must have end of life beyond (05) years at the time of submission.

Delivery Time: Within 04 to 06 Weeks

PRE BID MEETING:

In case of any clarification required regarding Bidding Document, a pre-bid meeting can be held at Sindh Bank Limited Head Office 3rd floor, federation House Abdullah Shah Ghazi Road Karachi with prior notice for appointment.

Date: 24-01-2025

Bid Evaluation Report						
Supply and Installation of Privilege Access Management (PAM) Solution						
1	Name of Procuring Agency	Sindh Bank Ltd.				
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1415/2024				
3	Tender Description	Supply and Installation of Privilege Access Management (PAM) Solution				
4	Method of Procurement	Single Stage One Envelop Bidding Procedure				
5	Tender Published	EPADS-S-241241063 Express Tribune, Daily Express, Jeejal (10-12-2024)				
6	Total Bid Documents Sold	03				
7	Total Bids Received	03				
8	Technical/Financial Bid Opening Date	27/12/2024 Time: 1600 Hours				
9	No of Bid Technically Qualified	02				
10	Bid(s) Rejected/Disqualified	1				
S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost Rs.13,897,240/-	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Supersecure	Rs. 4,970,070/-	1 st Lowest Bidder	Rs. 8,927,170/- Below with the estimated cost	Accepted Being the Most Advantageous Bid	
2	M/s Secure Networks	Rs. 12,000,000/-	2 nd Lowest Bidder	Rs.1,897,240/- Below with the estimated cost	2 nd Lowest Bidder	
3	M/s Jazz	Rs. 4,870,985/-	Disqualified	Disqualified	Eligibility Criteria Not Fulfilled	

Note: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s Supersecure is the most advantageous bid and hence recommended for Supply and Installation of Privilege Access Management (PAM) Solution.

Members – Procurement Committee

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

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


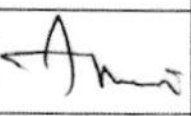
(Mr. Syed Muhammad Aqeel) Chief Manager, IDBL, KHI –AVP – Member

Signature

ATTENDANCE SHEET
 BID OPENING -

FOR SELECTION OF Pay Station

Date: 27/12/2024

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	Jazz	M. Khanam	0304 2349304	5th Floor DMC	
02	Secure Network	3 By E-Security			
03	Super Secure	Super Secure. Arceij Arceij	0333- 0255827	9th floor Tower B, WTC, Clifton BLK-5 KHI.	

Signature –Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)





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

TYPE OF PROCUREMENT

✓
ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

FAM SOLUTION

TYPE OF TENDER

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

OPENING DATE

27/12/2024

OPENING TIME

15:00/4

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

BID OFFERED

Super Sewe

Rs 16,451,946/-

Sewe Net

Rs 3,922,000/-
(1st year Price Rs = 4,870,985/-)

Jazz

Rs 14,039,040

(1st year Price Rs = 4,870,985/-)

TOTAL BIDS ACCEPTED FOR EVALUATION

3

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL. _____

Date: _____

M/S Supersecure

SCOPE OF WORK / TECHNICAL SPECIFICATION

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4	The proposed solution cannot rely on non-standard or proprietary components such as proprietary databases or network protocols. The vendor must allow the use of standard tools provided by the database vendor to manage the vault database.
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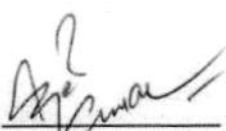
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Faraz Ahmed
Admin Div


M. Khalid
IT Div


Syed Khurram Waheed
IT Div

M/3 Secure Networks

SCOPE OF WORK / TECHNICAL SPECIFICATION

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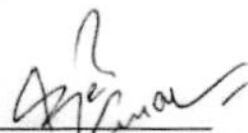
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Faraz Ahmed
Admin Div



M. Khalid
IT Div



Syed Khuram Waheed
IT Div

M/S Jazir

SCOPE OF WORK / TECHNICAL SPECIFICATION

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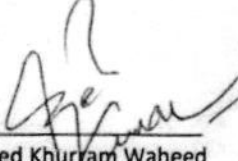
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Faraz Ahmed
Admin Div

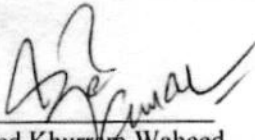

M. Khalid
IT Div

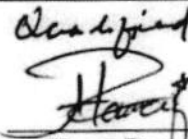

Syed Khuram Waheed
IT Div

m/s Supersecure

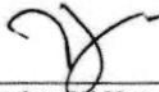
Eligibility Criteria

S. No.	Requisite	Compliance / Proof	
1	Bidder must be registered with the Income Tax and Sales Tax Department and must appear on the Active Taxpayer List of FBR.	Yes ✓	No
2	The bidder must either be a Manufacturer (OEM) or an authorized Partner of the OEM in Pakistan.	Yes ✓	No
3	Bidder must have an Annual Turnover of at least PKR 100 Million in the last Three (03) financial years. Audited Financial reports or Tax Statements are to be submitted with the proposal.	Yes ✓	No
4	The bidder/OEM proposed solution must be deployed in at least Two (02) commercial Banks during the last three years.	Yes ✓	No
5	OEM must have successfully done Two (02) deployments of solution in commercial Banks.	Yes ✓	No
6	Bidder must have a service and support office in at least two (02) major cities of Pakistan including Karachi.	Yes ✓	No
7	Bidder must not be blacklisted by any government, semi-government, or private organization.	Yes ✓	No
8	The bidder must submit an OEM authorization letter for this specific procurement.	Yes ✓	No
9	The quoted solution must have an end of life beyond three (03) years at the time of submission.	Yes ✓	No
10	Bidder must be in relevant IT business for the last Five (05) years.	Yes ✓	No


Syed Khurram Waheed
AVP-II / IT Div


Hasan Raza
Finance Div




S. Zeeshan Ul Haq
IT Div

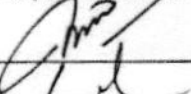
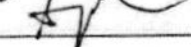
Member – Procurement Committee.

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

(Arshad Abbas Soomro) Head of Administration – SVP- Member

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

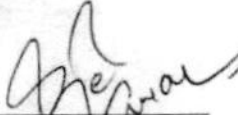
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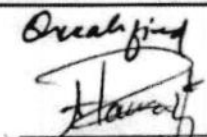




M/S Secure Networks.

Eligibility Criteria

S. No.	Requisite	Compliance / Proof	
1	Bidder must be registered with the Income Tax and Sales Tax Department and must appear on the Active Taxpayer List of FBR.	Yes ✓	No
2	The bidder must either be a Manufacturer (OEM) or an authorized Partner of the OEM in Pakistan.	Yes ✓	No
3	Bidder must have an Annual Turnover of at least PKR 100 Million in the last Three (03) financial years. Audited Financial reports or Tax Statements are to be submitted with the proposal.	Yes ✓	No
4	The bidder/OEM proposed solution must be deployed in at least Two (02) commercial Banks during the last three years.	Yes ✓	No
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8	The bidder must submit an OEM authorization letter for this specific procurement.	Yes ✓	No
9	The quoted solution must have an end of life beyond three (03) years at the time of submission.	Yes ✓	No
10	Bidder must be in relevant IT business for the last Five (05) years.	Yes ✓	No


Syed Khurram Waheed
AVP-II / IT Div


Hasan Raza
Finance Div

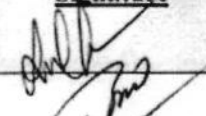
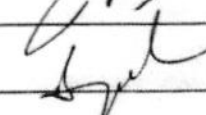


S. Zeeshan Ul Haq
IT Div

Member – Procurement Committee.

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

(Arshad Abbas Soomro) Head of Administration – SVP- Member


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

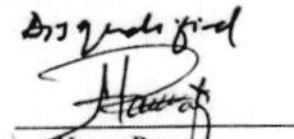
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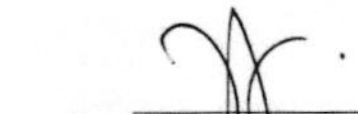
M/S Jazz

Eligibility Criteria

S. No.	Requisite	Compliance / Proof	
1	Bidder must be registered with the Income Tax and Sales Tax Department and must appear on the Active Taxpayer List of FBR.	Yes ✓	No
2	The bidder must either be a Manufacturer (OEM) or an authorized Partner of the OEM in Pakistan.	Yes ✓	No
3	Bidder must have an Annual Turnover of at least PKR 100 Million in the last Three (03) financial years. Audited Financial reports or Tax Statements are to be submitted with the proposal.	Yes ✓	No
4	The bidder/OEM proposed solution must be deployed in at least Two (02) commercial Banks during the last three years.	Yes	No ✓
5	OEM must have successfully done Two (02) deployments of solution in commercial Banks.	Yes	No ✓
6	Bidder must have a service and support office in at least two (02) major cities of Pakistan including Karachi.	Yes ✓	No
7	Bidder must not be blacklisted by any government, semi-government, or private organization.	Yes ✓	No
8	The bidder must submit an OEM authorization letter for this specific procurement.	Yes ✓	No
9	The quoted solution must have an end of life beyond three (03) years at the time of submission.	Yes ✓	No
10	Bidder must be in relevant IT business for the last Five (05) years.	Yes ✓	No


Syed Khurram Waheed
AVP-II / IT Div


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Finance Div

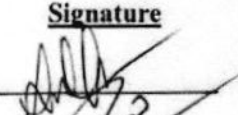
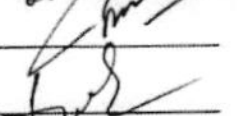


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(Arshad Abbas Soomro) Head of Administration – SVP- Member

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

Signature




ANNEXURE "F"**8.6 FINANCIAL BID FORM/PRICE SCHEDULE****PRICE SCHEDULE**

(Applicable for the year 2024-2025)

Name of Bidder : **PMCL - Jazz**

S.NO	Item	Unit Price	Quantity	Amount (PKR)
1	Privilege Access Management (PAM) (25 users) license /Warranty/Support	4,870,985	1	4,870,985
	2 nd year subscription and/or Support Cost (25 users)	4,584,027		4,584,027
	3 rd year subscription and/or Support Cost (25 users)	4,584,027		4,584,027
	*Total Amount (In PKR)			14,039,040

This Total Amount will be taken as price offered by the vendor.* To secure a fixed rate, Sindh Bank need to know the pricing for the second and third years.*** This amount will be considered as only the "Bid Offered". Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note. 6 below).*

1. The company will be considered disqualified from the very outset, if not GST registered.
2. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
4. Calculation of bid security. 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
6. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
8. All conditions in the contract agreement attached as Annexure G are part of this tender document.
9. The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
10. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
11. In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.




Pakistan Mobile Communications Limited
T +92 51 2817 533, F +92 51 2817 551
Digital Headquarters, OHQ 1,
1-A Kohistan Road, F-8 Markaz,
Islamabad, Pakistan

8.6 FINANCIAL BID FORM/PRICE SCHEDULE

(To be signed & stamped by the Bidder and reproduced on the letter head)

PRICE SCHEDULE

(Applicable for the year 2024-2025)

Name of Bidder _____

S.NO	Item	Unit Price	Quantity	Amount (PKR)
1	Privilege Access Management (PAM) (25 users) license /Warranty/Support	198,803	25	4,970,070
	2 nd year subscription and/or Support Cost (25 users)	218,683	25	5,467,077
	3 rd year subscription and/or Support Cost (25 users)	240,592	25	6,014,799
*Total Amount (In PKR)				16,451,946

**This Total Amount will be taken as price offered by the vendor.*

* To secure a fixed rate, Sindh Bank need to know the pricing for the second and third years.

* This amount will be considered as only the "Bid Offered". Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note. 6 below).

1. The company will be considered disqualified from the very outset, if not GST registered.
2. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
4. Calculation of bid security. 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
6. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
8. All conditions in the contract agreement attached as Annexure G are part of this tender document.
9. The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
10. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
11. In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
12. Pre Bid Meeting: Within one week (For Any Clarification)
13. Note. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly.



Signature & Stamp of Bidder _____

SUPERNET SECURE SOLUTIONS

Karachi: 9th Floor, World Trade Center, 10 Khayaban-e-Roomi, Block 5, Clifton. Tel: (+92-21) 35871864-7, (+92-21) 3855 000, Fax: (+92-21) 3587 1869
 Lahore: 2nd Floor, Block 2, Awami Complex, New Garden Town, Tel: (+92-42) 3583 1254, (+92-42) 3586 5637, Fax: (+92-42) 35866184
 Islamabad: 75 East, Blue Area, Fazal-e-Haq Road. Tel: (+92-51) 2344 131-2, Fax: (+92-51) 2344134

www.supersecure.pk



Be Secured

Secure Networks (Pvt.) Ltd.

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

www.securenetworks.pk

FINANCIAL BID FORM/PRICE SCHEDULE

(To be signed & stamped by the Bidder and reproduced on the letter head)

PRICE SCHEDULE

(Applicable for the year 2024-2025)

Name of Bidder

S.NO	Item	Unit Price	Quantity	Amount (PKR)
1	Privilege Access Management (PAM) (25 users) license /Warranty/Support	480,000.00	25	120,00,000.00
2	2nd year subscription and/or Support Cost (25 users)	540,000.00	25	135,00,000.00
3	3rd year subscription and/or Support Cost (25 users)	540,000.00	25	135,00,000.00
*Total Amount (in PKR)				390,00,000.00

Total Amount will be taken as price offered by the vendor.

* To secure a fixed rate, Sindh Bank need to know the pricing for the second and third years.

* This amount will be considered as only the "Bid Offered". Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note. 6 below).

1. The company will be considered disqualified from the very outset, if not GST registered.
2. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
4. Calculation of bid security. 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
6. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.

P.O. Box: Karachi 62200

+92 213 537 3802

info@securenetworks.pk

<u>Buyer Record</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	SuperSecure	1150
2	Secure network	1150
Total		2300

- To be signed by the awardee

8.12 INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: 1415

Dated:

Contract Value: Rs. 4,970,000/-

Contract Title: PAY SOLUTION

[Name of Supplier/Contractor/Consultant] 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] 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 PA.

[Procuring Agency]



[Supplier /Contractor/Consultant]



SUPERNET SECURE SOLUTIONS

Karachi: 9th Floor, World Trade Center, 10 Khayaban-e-Roomi, Block 5, Clifton. Tel: (+92-21) 35871864-7, (+92-21) 3855 000, Fax: (+92-21) 3587 1869
Lahore: 2nd Floor, Block 2, Awami Complex, New Garden Town, Tel: (+92-42) 3583 1254, (+92-42) 3586 5637, Fax: (+92-42) 35866184
Islamabad: 75 East, Blue Area, Fazal-e-Haq Road. Tel: (+92-51) 2344 131-2, Fax: (+92-51) 2344134

01 FEB 2025
 ss. To: Mr Muhammad Sharif Arain
 MC # 1055-KBA
 urpote - Bnd. Vals Rs. 50/100/200

"AGREEMENT FOR PAM SOLUTION"

This Service Level Agreement ("Agreement") is made and entered into at Karachi on this 10 day of Mar, 2025 ("Effective Date").

BETWEEN

Supernet Secure Solutions Private Limited, a private limited company incorporated under the laws of Pakistan and having its registered 9th Floor, Tower B, World Trade Center, Khayaban-e-Roomi, Block 5, Clifton, Karachi (hereinafter referred to as **"SuperSecure"** which expression shall, wherever the context so permits, means and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the one part;

AND

Sindh Bank Ltd incorporated under the laws of the Islamic Republic of Pakistan having its registered Head Office at Federation House Abdullah Shah Ghazi Road, Clifton Karachi (hereinafter referred to as **“Sindh Bank”** which expression shall, wherever the context so permits, mean and include its successors-in-interest, assignees, legal representatives and permitted assigns) of the other part;

(Sindh Bank and SuperSecure may hereinafter collectively be referred to as the "**Parties**" and singly as a "**Party**").

WHEREAS

- A. SuperSecure has agreed to provide Servers to SINDH BANK as per the tender Privilege Access Management (PAM) license/Warranty/Support, as permitted under the applicable law, and is therefore desirous of availing the services of SuperSecure for the product(s) stated in Annexure "A" of this Agreement;
- B. SuperSecure represents that it has the requisite resources, necessary infrastructure, approvals, and skills to provide services to Sindh Bank as detailed herein; and
- C. Based on the representations of SuperSecure, Sindh Bank has agreed to avail the services from SuperSecure on the terms and conditions as set out in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree, undertake and declare as under:

1. TERM AND TERMINATION

- 1.1 This Agreement shall be deemed to be effective from the Effective Date and shall remain in full force and effect for twelve (12) months thereafter, until _____ ("Term") unless terminated earlier by either Party in terms of clause 1.2 below.
- 1.2 Sindh Bank shall have the right to terminate this Agreement unilaterally without cause, at any time during the Term of this Agreement, provided that the Sindh Bank provides fourteen (14) calendar days' written notice to the SuperSecure prior to the effective date of termination. Sindh Bank may forthwith terminate this Agreement without assigning any reason(s) or / and upon the occurrence of any one of the following events, without prejudice to any of its rights under this Agreement or any applicable laws. Sindh Bank shall have a right to terminate this Agreement in case of the following:
- 1.2.1 any petition being presented or a resolution being passed for liquidation (whether compulsory or voluntary, not being merely a voluntary liquidation, for the purposes of amalgamation or reconstruction) or insolvency or appointment of receiver of the assets or undertaking or any part thereof of SuperSecure; or
- 1.2.2 SuperSecure suspends its business or loses the right to undertake the services and/or products;
- 1.2.3 SuperSecure suspends payment of its debts or admits (or is deemed to have admitted) its inability to pay its debts;
- 1.2.4 SuperSecure engages in any conduct prejudicial to the image and goodwill of Sindh Bank.
- 1.2.5 SuperSecure fails to provide services up to the quality and standard reasonably expected from vendors offering similar services;
- 1.2.6 SuperSecure fails to rectify any breach of its obligations under this Agreement which has been notified by Sindh Bank to SuperSecure, within fifteen (15) days of the days of a written notification of the breach by Sindh Bank to SuperSecure.
- 1.3. Upon termination, neither Party shall have any rights nor obligations to the other Party except as stated in this Agreement. However, all rights and obligations accruing prior to the date of termination shall continue to subsist.
- 1.4. During the pendency of the termination notice period (where applicable), the Sindh Bank shall be at liberty to contract with a third-party service provider of its choice for the provision of Services and the scope of work provided in this Agreement, and the SuperSecure agrees to facilitate and provide any reasonable assistance to Sindh Bank and the above-referred third-party service provider as required, including but not limited to handling of the Sindh Bank's information available to the Company under this Agreement and transfer/ migration of the Sindh Bank's data from the SuperSecure to the third-party service provider's software/ platform (as the case may be).
- 1.5. Further in case of termination with or without cause, Sindh Bank shall make payment to SuperSecure as per payment timelines mentioned in **Clause 4** and in case the timelines are not clearly met by SuperSecure, Sindh Bank will make payment to SuperSecure rendered to Sindh Bank on pro-rata basis until date of termination.



2. SCOPE OF SERVICES

2.1. Deployment of Delinea Secrete Server Privilege Access Management Solution.

- 2.1.1. Install and configure relevant Servers and applications. Supersecure will demonstrate and assist in the deployment of the services/ products.
- 2.1.2. Ensure proper integration on boarding of privileges accounts.
- 2.1.3. Verify that all secretes are properly configured and operational
- 2.1.4. Verify the Auditing's and session recordings (where applicable) are working properly.
- 2.1.5. Customize policies and rules according to organizational needs and compliance requirements.

2.2. Training and Documentation:

- 2.2.1. Provide comprehensive training sessions for Information Technology and Information Security Department (as per Sindh Bank requirements) on managing and operating Delinea Secrete Server PAM Solution to be delivered by partner technical resouce(s).
- 2.2.2. Deliver detailed documentation, including installation guides, configuration settings, and operational procedures.
- 2.2.3. Develop a detailed project plan, including milestones and deliverables.

2.3. Support and Maintenance:

- 2.3.1. Establish a support structure to address any issues or incidents post-deployment.
- 2.3.2. Schedule regular maintenance, system health checks, and updates to ensure ongoing effectiveness and protection.

2.4. Reporting and Review:

- 2.4.1. Provide regular project status reports the deployment progress to Sindh Bank-designated personnel on a weekly basis.
- 2.4.2. Conduct a post-deployment review to assess the success of the implementation and identify areas for improvement.

3. SUPERSECURE RESPONSIBILITIES

- 3.1. SuperSecure shall be responsible for the following:

Support Services &	SuperSecure will be liable to provide 24/7 support & services to the Sindh Bank under this Agreement.
Contact Information	SuperSecure will provide the contact information (email, telephone numbers, cell numbers) to Sindh Bank for support calls with 24/7 availability (including holidays). In case of a change in contact details, SuperSecure shall immediately inform Sindh Bank.
Notification	SuperSecure will inform Sindh Bank promptly, of any changes in contact information or any other information that Sindh Bank needs to know.
Preventive Maintenance	To ensure smooth functioning of the products and services, SuperSecure will perform quarterly preventive maintenance. A review report will be provided to Sindh Bank representative after each visit.



4. TIMELINE

4.1. The project is expected to be completed within six (6) to Eight (08) weeks after issuance of product licenses, and readiness from customer site, with key milestones as follows:

4.2.

Milestones (Deliverables)	Target dates
Delivery of license Delinea PAM Secrete Server (on Premises)	02 Weeks
Deployment of Delinea PAM Secrete Server (on Premises)	06 Weeks
On boarding the assets and accounts to Secrete Server	02 Weeks
Total Project Duration (Tentative)	06 to 08 Weeks

5. ACCEPTANCE CRITERIA (USER ACCEPTANCE TEST)

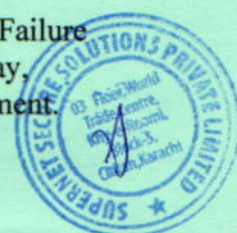
- 5.1. SuperSecure shall ensure successful deployment and configuration of Delinea PAM Secrete Server (on Premises) as per **Annexure "A"**.
- 5.2. SuperSecure shall provide validation reports that all Delinea PAM solution is deployed / configured according to the industry's best practices.
- 5.3. SuperSecure shall ensure that Sindh Bank has all project documentation and a support structure in place.
- 5.4. SuperSecure shall ensure that no critical issues are outstanding post-deployment.

6. ACCESS TO EQUIPMENTS AND PREMISES BY SINDH BANK

- 6.1. SuperSecure will be authorized to access the product portal under the supervision of authorized Sindh Bank personnel to provide support and services.
- 6.2. For access to the equipment, prior approval from Sindh Bank through email will be required for preventive maintenance.

7. PAYMENT TERMS

- 7.1. In consideration of the covenants and agreements to be kept and performed by SuperSecure and for the faithful performance of this Agreement, Sindh Bank shall pay and SuperSecure shall receive and accept (as full and final compensation for the product(s) furnished by SuperSecure under this Agreement) the payments as per **Annexure B** attached hereto.
- 7.2. It is agreed SuperSecure shall provide Sindh Bank the product license & complete deployment in order to get 100% payment from Sindh Bank. Notwithstanding the above, the payments to SuperSecure shall be made as follows:
 - (i) 50% on the delivery of licenses –activation of license from when goes live;
 - (ii) 40% on complementation of the scope of work (Clause 2) without any exception; and
 - (iii) 10% on booking confirmation of the training schedule.
 - (iv) In case of failure to supply the required items within 7 working days after the delivery deadline, Sindh Bank may charge M/s. SuperSecure a penalty of Rs. 5,000/- per day, as per the terms of this agreement.
 - (v) Deployment timelines are defined to ensure timely implementation. The deployment must be completed within 2 weeks after the delivery deadline. Failure to implement within this period will result in a penalty of Rs. 5,000/- per day, charged by Sindh Bank to M/s. SuperSecure, as per the terms of this agreement.



(vi) Pre- and post-deployment/support issue resolutions must be addressed within the following timelines:

- **High-level issues:** within 2 hours
- **Mid-level issues:** within 4 hours
- **Low-level issues:** within 8 hours

- 7.3. It is expressly agreed between the Parties that the payment to be made by Sindh Bank to SuperSecure for the product(s) provided shall be a fixed price during the entire duration of this Agreement without any revisions or negotiations in the price during the tenure of this Agreement. However, after the expiry of the Term of this Agreement, the rates may be revised with mutual consent.
- 7.4. The payments to be made to SuperSecure in terms of this Clause shall constitute the entire remuneration to SuperSecure in connection with the scope of work provided under this Agreement and neither SuperSecure 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.
- 7.5. SuperSecure agrees that Sindh Bank is entering into this Agreement based on the commitments, covenants, and representation and warranties of SuperSecure as contained in this Agreement. Therefore, if Sindh Bank is going to be exposed to any losses, costs, charges regulatory penalties or fines as a consequence of the malfunction of any software/ solution and/or if SuperSecure fails to provide the products as per the standards normally acceptable for such arrangements (including the support services) and/or if SuperSecure breaches any provisions of this Agreement, then SuperSecure shall be liable to compensate Sindh Bank for all such consequences (up to the actual amount) which Sindh Bank may suffer as a result thereof.
- 7.6. Sindh Bank however, expressly agrees that its liability shall be strictly limited up to the actual amount of all such losses, penalties, fines and/or charges for Services not fulfilled/ provided as mentioned in **Annexure A**, which Sindh Bank may suffer due to a direct fault or negligence of SuperSecure.
- 7.7. All or any payment(s) to be made by Sindh Bank to SuperSecure shall be made subject to deduction of applicable taxes and levies.
- 7.8. Sindh Bank shall be entitled to set off against and deduct and recover from any fees or other sums payable by Sindh Bank to SuperSecure 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 SuperSecure to Sindh Bank under this Agreement or pursuant thereto.

8. SUPPORT MATRIX:

8.1. SuperSecure is liable to provide support and services as per below support matrix:

Level 1	Critical	Response time: Immediately (0-4 Hours)
		Loss of ability to perform critical business functions and requires immediate response.
Level 2	High	Response time: Within (4-6 Hours)
		Able to perform business functions, but performance/capabilities are degraded.
Level 3	Medium	Response time: Within (6-8 Hours)
		When the entire product is running fine but minor issues are highlighted.

- 8.2. In case of failure to support issues (Support Matrix) within the specified timelines will result in a penalty of Rs. 5,000/- per day, charged by Sindh Bank to M/s. SuperSecure, as per the terms of this agreement.
- 8.3. SuperSecure (with back-to-back Delinea Secrete Serve PAM Support) will be available to assist the customer on 9 to 5 basis (excluding holidays).
- 8.4. Sindh Bank can also coordinate directly with SuperSecure for their support-related issues by opening the support ticket to relevant product.

9. SUPERSECURE SUPPORT CONTACT INFORMATION

9.1. Below are SuperSecure Support Escalation Matrix as First-Line-Of-Contact:

Name	Email	Phone	Designation
Cyber Security Support	support@supersecure.pk	021-38553950	Cyber Security Support
Asad Ali	Asad.ali@supersecure.pk	0304-7376541	Cyber Security Engineer
Noor Salam	Noor.salam@supersecure.pk	0332-2046402	Cyber Security Team Lead
Taha Minhaj	Taha.minhag@supersecure.pk	0333-2312712	Technical Head
Sohail Hyder	Sohail.hyder@supersecure.pk	0322-2105160	Head Cyber Security

9.2. Below are Delinea Support

Name	Email	Phone	Designation
Delinea TAC Support	support@delinea.com		TAC Support

10. CONFIDENTIALITY

- 10.1. All information, whether written or oral, and in whatever medium, whether having existed, currently in existence or under development and/ or to be developed or created during the term of this Agreement, which relates to but is not limited to the business, products, financial and management affairs, Clients, employees or authorised agents, plans, proposals, strategies or trade secrets disclosed by one Party (the "**Disclosing Party**") under this Agreement to the other Party (the "**Receiving Party**") shall hereinafter be referred to as "**Confidential Information**".
- 10.2. With regards to the Confidential Information of each Party/ Disclosing Party, the other Party/ Receiving Party understands and agrees that the Confidential Information shall not be disclosed to any third-party, without the prior written authorization of the Disclosing Party. Confidential Information shall be maintained in confidence by the Receiving Party by exercising the same degree of care to protect and safeguard the Confidential Information as the Receiving Party uses to protect and safeguard its own Confidential Information, which shall in no event be less than reasonable care, and shall ensure that its employees shall not use, copy or disclose any of the Confidential Information of the Disclosing Party except to carry out and fulfil its duties and obligations under this Agreement. The Receiving Party shall only disclose the Disclosing Party's Confidential Information to those of its Personnel to the extent that they need to know the same in relation to the purpose envisaged under this Agreement and to carry out the Receiving Party's obligations under this Agreement and only where those employees are bound by written obligations of confidentiality and non-utilisation and such obligations apply to the Confidential Information disclosed to them.
- 10.3. Any unauthorized disclosure by the Receiving Party shall constitute a breach of this Agreement, which may cause irreparable loss to the Disclosing Party. In the event of such unauthorized disclosure, the Disclosing Party shall be entitled to seek injunctive or other equitable relief to the extent of actual loss/ actual damage suffered, as available to the Disclosing Party under all applicable laws.

10.4. Disclosure of Confidential Information shall not constitute a breach of Confidential Information if:

- (i) Disclosed to duly authorized personnel directly responsible for the performance of obligations under this Agreement, provided that the same is done in accordance with this Agreement;
- (ii) Disclosed by the Receiving Party with prior written approval from the Disclosing Party;
- (iii) Already existing or becomes generally available within the public domain other than through any fault of the Receiving Party;
- (iv) Already known or comes into the possession of the Receiving Party from a person lawfully in possession of the information and without an obligation of confidentiality prior to the disclosure thereof by the Disclosing Party;
- (v) Independently developed by the Receiving Party without violating the Disclosing Party's rights; or
- (vi) Required to be disclosed under law by any court, government or administrative authority competent to require disclosure, provided that the Receiving Party must inform the Disclosing Party as soon as reasonably practicable prior to making disclosure and must disclose only the minimum Confidential Information required to comply with the law.

10.5. The Parties shall take all necessary steps to ensure that their authorized personnel to whom Confidential Information is disclosed take all possible precautions to prevent the unauthorized disclosure of such Confidential Information.

10.6. The Parties agree that the provisions contained herein with regards to confidentiality of information shall survive the termination of this Agreement and that they shall continue to bind the Parties regardless of whether their rights under this Agreement are terminated.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1. In the event of any breach by SuperSecure of its obligations, warranties and / or responsibilities under this Agreement, SuperSecure 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), actual damages, claims, actual 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.

11.2. SuperSecure shall maintain the highest professional code of conduct in its dealings. SuperSecure, its partners, employees, contractual staff etc. shall be responsible for any actual loss, delay or inconvenience caused to SINDH BANK by an act, omission or negligence with respect to the services/ products and disclosure of Confidential Information or breach of any of the terms of this Agreement. This is without prejudice to any other rights available to SINDH BANK under this Agreement or any other applicable laws

11.3. 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 to, including but not limited to the airline passengers, cabin crew, airline staff, airport staff or any other third party due to the provision of SuperSecure's 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, SINDH BANK expressly excludes liability

for claimed consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings.

- 11.4. Supersecure's' total liability for any kind of indemnification under this agreement cannot exceed the value of contract (tax exclusive) as specified in **Annexure B**.

12. FORCE MAJEURE

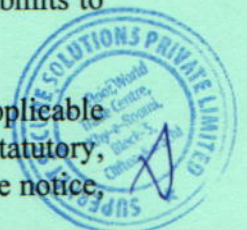
- 12.1. Parties shall not be liable nor responsible for any non-performance of any obligation or losses arising out of any delay in or interruption of the performance of its obligations under this Agreement caused by any cause which is beyond the affected Party's reasonable control, including but not limited to, acts of God, act of governmental authority, act of the public enemy or due to war or terrorism, the outbreak or escalation of hostilities, riot, civil commotion, insurrection, labour difficulty in relation to a third party (including without limitation, any strike or other work stoppage or slow down), severe or adverse weather conditions, communications line failure, or other similar cause ("**Force Majeure Event**").
- 12.2. Upon the happening of a Force Majeure Event which continues for more than fourteen (14) days, SINDH BANK may elect to terminate this Agreement with immediate effect or suspend the performance of this Agreement in whole or in part for the duration of the Force Majeure Event. In the event of termination, the Parties shall settle all outstanding amounts owing to the other immediately prior to the occurrence of such Force Majeure Event.
- 12.3. In the event that the services/ products or any part thereof is suspended on account of any Force Majeure Event, no fees shall be payable pursuant to this Agreement for the services/ products or any part thereof throughout the duration of such event but SINDH BANK shall continue to pay in accordance with Clause 7 for all outstanding amounts and all other charges billed for the services preceding the effective date of suspension.

13. MEDIATION/ARBITRATION/DISPUTE RESOLUTION

- 13.1. This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.
- 13.2. If at any time, any differences or disputes arise between the Parties which cannot be resolved by informal negotiation in a shorter time as reasonably possible, then either Party may give the other Party notice in writing of the existence of dispute, specifying the nature and extent of the disputed points at issue and the Parties shall then proceed expeditiously and in good faith to resolve such matters by formal consultation and negotiation.
- 13.3. If the Parties are unable to resolve the matters in dispute within a period of fifteen (15) days immediately commencing from the date of original notice of the dispute(s), then all such dispute(s) shall be finally settled through arbitration by a sole Arbitrator mutually appointed by the Parties, or appointed by the Court in case of dispute as to the appointment of Arbitrator who shall act under the provisions of the Arbitration Act 1940. The arbitration shall be in accordance with Pakistani laws and place will be Karachi, Pakistan and the language of the proceeding shall be English

14. COMPLIANCE WITH GOVERNING LAW AND JURISDICTION

- 14.1. Subject to Clause 13 above, this Agreement shall be governed by and construed in accordance with the laws of Pakistan. In relation to any legal action or proceedings arising out of or in connection with this Agreement, each of the Parties irrevocably submits to civil jurisdiction of the competent Courts of Karachi, Pakistan.
- 14.2. SuperSecure agrees to provide information, documents and/ or data as per applicable SINDH BANK policies and procedures and/ or for any audit of SINDH BANK, statutory, regulatory or otherwise and agrees to be available for inspection with reasonable notice, for any statutory or regulatory audit, including that of the SBP.



15. AMENDMENTS

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

16. INTELLECTUAL PROPERTY

- 16.1. The ownership of all rights in the trademarks, copyrights, design rights, patent rights, data, servers, Confidential Information or other intellectual property rights of a Party (collectively referred to as the "**Intellectual Property Rights**") shall at all times remain the exclusive property of the respective Party and nothing contained in this Agreement shall be construed to confer or create a right in favor of either Party to use or appropriate the Intellectual Property Rights of the other Party unless authorized in writing by the respective Party. The Parties shall ensure that the Intellectual Property Rights of the Parties shall not be used for any purpose other than for which a Party has authorized the other Party.
- 16.2. SuperSecure agrees it shall not use any of SINDH BANK's names, logos, trademarks, trade secrets, copyrights, patents, designs and other intellectual property rights without the prior express written consent of SINDH BANK.
- 16.3. Without prejudice to the other provisions of this Agreement, any infringement of intellectual property rights by SuperSecure 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 SuperSecure.

17. RIGHTS TO AUDIT AND INSPECTION

SuperSecure agrees, upon prior written reasonable notice, to allow SINDH BANK, its auditors and / or regulators (including Security Exchange Commission of Pakistan), to inspect, examine and audit any operational and business records of SuperSecure which are directly relevant to the Services as set forth in this Agreement.

18. ASSIGNMENT

- 18.1. This Agreement is personal in nature, and cannot be assigned by SuperSecure without prior written permission of SINDH BANK. SINDH BANK however, shall have the right to assign this Agreement to any third party without the consent of SuperSecure.
- 18.2. SuperSecure shall have no right to set or outsource all or any part of this Agreement or its obligations, rights and interests hereunder, to any third party without the prior written approval of SINDH BANK.

19. SUPERSECURE'S UNDERTAKINGS

19.1. SuperSecure agrees and undertakes that:

- 19.1.1. It shall supervise and direct the performance of services/products competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the services/ products in accordance with this Agreement. SuperSecure shall be solely responsible for the means, methods, techniques, sequences and procedures used and to see that the services/products, when completed or finished, complies accurately with the terms of this Agreement;
- 19.1.2. It shall exercise all reasonable skill, care and diligence in the discharge of the services/ products agreed to be performed by it under this Agreement. If in the performance of the services/ products, SuperSecure has a discretion exercisable as between SINDH BANK and any third party concerned, SuperSecure shall exercise its discretion fairly;
- 19.1.3. It shall in all professional matters act as a faithful adviser to SINDH BANK;
- 19.1.4. It shall retain full responsibility for all the services/ products which it is committed to render under this Agreement;

- 19.1.5. It shall give all notices and comply with all the laws and regulations applicable to furnishing and performance of the services/ products. SINDH BANK shall not be responsible for monitoring TISS's compliance with any laws or regulations;
- 19.1.6. The services/ products will be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care;
- 19.1.7. 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/products. All such persons shall be directly employed by SuperSecure who shall as an employer be directly and solely responsible for all such employees and personnel and for the payment of their wages, salaries and other benefits; and
- 19.1.8. SuperSecure, its employees and sub-contractors (if any) shall respect the laws and customs of Pakistan.

20. WARRANTIES AND REPRESENTATIONS

- 20.1. 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.
- 20.2. 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.
- 20.3. Both Parties will use all reasonable care, skill and diligence in carrying out their obligations, duties and responsibilities under this Agreement.
- 20.4. 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.
- 20.5. 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.
- 20.6. SuperSecure acknowledges that SINDH BANK has entered into this Agreement on the basis of the representations and undertakings made by SuperSecure throughout this Agreement.

21. DAMAGE TO PERSONS AND PROPERTY

- 21.1. SuperSecure shall indemnify, defend and hold harmless SINDH BANK, all personnel in the service of SINDH BANK and its directors and shareholders against all actual losses, expenses, liabilities and claims for any injuries suffered by any SuperSecure employee at the SINDH BANK Lounges or personal injury including death of any SuperSecure employee, or damage to any SINDH BANK property whatsoever which may arise out of or in consequence of the operation of the services/ products, as well as against all claims, demands, costs, charges and expenses, whatsoever in respect of or in relation thereto.
- 21.2. 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 SuperSecure.

21.3. Notwithstanding anything contrary to the aforesaid provisions, if the designated personnel of SuperSecure are unable to provide the services/ products to SINDH BANK for more than ten (10) consecutive days for any reason whatsoever, SuperSecure will have to immediately depute other designated personnel to provide such Services to SINDH BANK and such designated personnel shall continue providing such services/ products on the terms and conditions mentioned in this Agreement.

22. USE OF NAMES, LOGOS AND REPORTS

22.1. 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.

23. SEVERABILITY

23.1. 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.

24. THIRD PARTY RIGHTS

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

25. NOTICES

25.1. 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 as follows: by hand; by registered post; by courier; or by other electronic method of communication agreed in writing from time to time between the Parties.

25.2. Notices or communications sent by hand, registered post and/ or courier will be deemed to have been served on the date that such communication is delivered, as evidenced by the delivery receipt. In all other cases, notices and communications will be deemed to have been served on the day when they are actually received.

25.3. Notices to SuperSecure will be sent to:

Attention: Taha Minhaj - Technical head, Raheel Khan - General Manager
Address: 9th Floor, Tower B, WTC, Clifton Block 5, Karachi.
Fax: (92-21) 35871869

25.4. Notices to SINDH BANK will be sent to:

Attention: Chief Legal & Company Secretary SINDH BANK
Address: 4th Floor, Bahria Complex 1, M.T. Khan Road, Lalazar, Karachi

26. TIME OF ESSENCE

26.1. SuperSecure understands that time is of the essence of this Agreement and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to SINDH BANK, immediately commencing from the date of signing of this Agreement.

27. UNAUTHORISED SOLICITATION OF EMPLOYEES

27.1. During the term of this Agreement neither Party shall without the prior written consent of the other Party solicit any person who at the commencement of this Agreement is a full time employee of such Party or engaged by the third party contractor providing services to such Party.



28. NON-AGENCY

28.1. In the conduct and performance of this Agreement, the Parties shall always be regarded as independent entities and not as partners, agents or employees of the other Party.

29. WAIVER

29.1. No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party and no such waiver shall operate or be construed as a waiver of any other or further whether of alike or of a different character.

30. COUNTERPARTS

30.1. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

31. ENTIRE AGREEMENT

31.1. These terms and conditions constitute the entire agreement between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral between the Parties with respect to the subject matter of this Agreement.

32. Anti- Money Laundering Requirement:

SuperSecure 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.

33. Authorized Representative:

Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Bank or the Service Provider may be taken or executed by the authorized officials.



[Handwritten signature]

Annexure "A"

Product Details

Delinea Privilege Access Management Solution.

S. No	Product Description	QTY
1	Privilege Access Management (PAM) license /Warranty/Support for 1 Year Secret Server Installed - Subscription User - Platinum T1-S Premium Support.	25

Annexure "B"

Price Summary

S. No	Product Description	QTY	Coverage	Total Value (PKR)
1	Privileged Access Management Solution: Part No: SSPLT-1UT1-S-PS Secret Server Installed - Subscription User - Platinum T1-S Premium Support	25	01 Year	4,970,070

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date mentioned hereinabove.

**SUPERNET SECURE SOLUTIONS
PVT.LTD.**

Sign & Stamp:

Name: Tamal Nasir Khan
Title: CEO
Date:

Witness

1. _____
Name / Signature

2. AREEJ ANSARI
Name / Signature

SINDH BANK LIMITED.

Sign & Stamp:

Name:
Title:
Date:

Witness

1. _____
Name / Signature

2. SYED ZEESHAN-UL-HAQ
Name / Signature
SVP Information Technology
SINDH BANK LIMITED
Head Office, Karachi.