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 ATM Machines on Rental Basis
4)	TENDER NUMBER	SNDB/COK/ADMIN/TD/1429/2025
5)	BRIEF DESCRIPTION OF CONTRACT	Supply & Installation of ATM Machines on Rental Basis
6)	FORUM THAT APPROVED THE SCHEME	Competent Authority
7)	TENDER ESTIMATED VALUE	\$287,448 (Ro Ro, 873, 495)
8)	ENGINEER'S ESTIMATE (For civil works only)	
9)	ESTIMATED COMPLETION PERIOD (AS PI	
10)	TENDER OPENED ON (DATE & TIME)	08.05.2025 at 1030 Hrs
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	FOC (3)
12)	NUMBER OF BIDS RECEIVED	3
13)	NUMBER OF BIDDERS PRESENT AT THE T	TIME OF OPENING OF BIDS 3
	BID EVALUATION REPORT (Enclose a copy)	12.06.2025
15)	NAME AND ADDRESS OF THE SUCCESSFU	UL BIDDER M/s. Innovative DFRCe 29-B. Now
	CONTRACT AWARD PRICE	UED 317,336/- 317,183.6 UDD
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	ALUATION REPORT 1. M/s. Innovative 2. M/s. Wavetec 3. M/s. HOBM
		ROA
		LIAIT
18)	METHOD OF PROCUREMENT USED : - (Tick	k one)
	a) SINGLE STAGE – ONE ENVELOPE I	PROCEDURE Domestic/ Local
l	SINGLE STAGE – TWO ENVELOPE	PROCEDURE
(TWO STAGE BIDDING PROCEDURE	
(TWO STAGE – TWO ENVELOPE BIL	
	PLEASE SPECIFY IF ANY OTHER MEMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED i.e. ETC. WITH BRIEF REASONS:

19) APPRO	OVING AUTHORITY FOR AWARD OF CONTR	Compete	ent Authority
	HER THE PROCUREMENT WAS INCLUDED		PROCUREMENT PLAN?
			Yes V No
21) ADVE	RTISEMENT:		
i)	SPPRA Website (If yes, give date and SPPRA Identification No.)		S S
		No	
ii)	News Papers (If yes, give names of newspapers and dates)	Yes Expre	ss Tribune, Daily Express & Jeejal
		No	
22) NATUI	RE OF CONTRACT		Domestic/ Local Int.
23) WHETI WAS IN	HER QUALIFICATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUMEN	NTS?	
(If yes,	enclose a copy)	A	Yes No
WAS IN	HER BID EVALUATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	ITS?	Yes V No
		M	
METHO	HER APPROVAL OF COMPETENT AUTHORIT DD OTHER THAN OPEN COMPETITIVE BIDD	TY WAS OBT ING?	AINED FOR USING A Yes No
26) WAS BI	ID SECURITY OBTAINED FROM ALL THE BI	IDDERS?	Yes V No
27) WHETH BID / BI	HER THE SUCCESSFUL BID WAS LOWEST EVENT EVALUATED BID (in case of Consultancies	VALUATED	Yes V No
28) WHETH COMPL	IER THE SUCCESSFUL BIDDER WAS TECHN IANT?	IICALLY	Yes V No
29) WHETH THE TIN	IER NAMES OF THE BIDDERS AND THEIR OME OF OPENING OF BIDS?	QUOTED PRI	CES WERE READ OUT AT
CONTR		BIDDERS B	EFORE THE AWARD OF
(Attach c	copy of the bid evaluation report)		Yes No

31) ANY COMPLAINTS RECEIVED		
(If yes, result thereof)	Yes	
	No	No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN	THE T	ENDER NOTICE / DOCUMENTS
(If yes, give details)	Yes	DIABLE TO THE TO DOCUMENTS
	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	
35) WAS IT ASSURED BY THE PROCURING AGENCY 7 BLACK LISTED?	ГНАТ	
		Yes No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE I	DECEMBER	DEMENTS IF CO DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT (If yes, enclose a copy)	, IF AI	ROAD:
27) WERE PROPER CONTRACT		Yes No
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBI THE CONTRACT (BANK GUARANTEE ETC.)?	LIZAT	
38) SPECIAL CONDITIONS, IF ANY		Yes No
(If yes, give Brief Description)	Yes	
12	N-	No
Same	140	
Signature & Official Stamp of ARSHAD ABBAS SOOMRO Head of Administration & Security	2000	
Head of Administration & Security Administration Division Sindh Bank Limited	3	•
OR OFFICE USE ONLY Head Office Karachi		

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

Print Save Reset



3. SECTION -III TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Sindh Bank Limited requires Supply, Installation and support of a ATM Machines on renter basis for seven years after seven years the ATM ownership will transfer to Sindh Bank without any additional cost for its branches in all over country. 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

TECHNICAL SPECIFICATION QTY =140 ATM Machines

SN#	Product Technical Requirements	Complia	ance Statu
1	Bidder should propose original and brand new ATMs in accordance with the quantities mentioned in BoQ with the following below-mentioned features. Original / Copy of proposed product datasheet/brochure etc. shall be provided along with the technical proposal which clearly identifies each of the below-mentioned requirements. At a minimum requires a standard configuration cash dispensing machine with a must have biometric option and EMV Software Licenses, and all type of security solutions therefore bidder should propose its ATM model with this consideration as well as to meet the performance requirements. Bidder may obtain the performance-related matrices (i.e. Number of Transactions in peek time, Daily Average Transactions, etc.)	YES	NO
2	Lobby based configuration with Front Cash Loading Option	YES	NO
3	Technology for currency notes picking for dispensing new as well as average quality notes currently under circulation in the local banking industry	YES	NO
4	Capability to support Multi languages. Sindh Bank at a minimum requires the capability of Urdu and English languages.	YES	NO
5	Capability to connect any ATM Switches/controllers used by the banking Industry in Pakistan. Sindh Bank at a minimum requires connectivity with the currently installed ATM Controller (i.e. Avanza).	YES	NO
6 p	The Biddor should provide the connection at a minimum, including ATM Monitoring Software, any International Standard Monitoring Software, and the required client licenses for monitoring, EJ, camera/snaps, and all types of security solutions.	YES	NO
7	The bidder must provide both a comprehensive real-time ATM Monitoring Application and an advanced ATM Security Application as part of the proposed solution.	YES	NO
8	ATM Display should have a minimum 15-inch Touch screen LCD	YES	NO
9	ATM Display should have a privacy filter	YES	NO
10	ATM Cabinet should have the support of a dual combination lock Combination and Key	YES	NO
11	ATM Keyboard should be alphanumeric (at least 16 keys), have an Encrypted PIN Pad (EPP)		NO
12	ATM Card Reader should be motorized/hybrid with a read/write SMART option with the capability to retain the cards left unattended and to return cards on power failure. ATM Card Reader must be EMV capable/ready and enabled with all required Software Licenses (if any), however, it also supports cards with magnetic stripe. It should be tamper resistant as well.	YES	NO
13	ATM Card Reader to be equipped with 3 Track Reader to support Old & New Cards under Circulation in Pakistan. Documentary evidence for compliance of EMV Level 1 from EMVco. of ATM Card Reader should to be provided.	YES	NO



14	ATM should have built-in camera with image logging facility (transaction based camera). Must also have the central storing & retrieval mechanism for camera (snaps) at Sindh Bank Head Office in Karachi.	YES	NO
15	ATM Dispenser should have 4 cassettes with reject/retract/purge capability.	YES	NO
16	Dispenser Should Have min of 4 cassettes, Currency Cassettes with 2500 notes Capacity which presents 50 notes bunch or better.	YES	NO
17	ATM Dispenser must have the capability to reject a signal note which provides better utilization of replenished cash to avoid full purge of notes stack	YES	NO
18	ATM dispenser should have Anti over fill and Empty cassettes indicator	YES	NO
19	ATM Receipt Printer should be a graphical thermal printer	YES	NO
20	ATM Journal Printer should be a graphical thermal printer	YES	NO
	ATM should be equipped with Proprietary solution (Hardware & software enabled) which prevents skimming by detecting foreign devices and blocks card reader access. It must also provide protection from deep insert skimming. Bidder should propose the solution of providing such features in its technical proposal.	YES	NO
	Skimming device should at least have the following.	YES	NO
	o Disruption, or jamming	YES	NO
134	o Full diagnostics and SOHINEMA BENAZIE BELLETICS	YES	NO
	o Can be upgraded	YES	NO
-	o Deep inse <mark>rt skimming protection</mark>	YES	NO
	o Anti eaves dropping protection	YES	NO
8	o Solution should be propriety	YES	NO
- DE	o Sensor outputs are digital	YES	NO
21	o Alerts: either via XFS or SNMP	YES	NO
22 Pc	ATM Safes should be at a minimum CEN 1/CEN III/CEN IV/CENL or better certified. Copy of Certification should be provided	YES	NO
	ATM should be capable to operate in Weather, Humidity and Power requirements in Pakistan. Confirmation from bidder is required along with details of Environmental and Power requirements of ATM machine.	YES	NO
	Vendor / Bidder should include and install a surge arrester equipment to save guard ATM against the high surges.	YES	NO
	Similarly vendor / Bidder should include and installed isolation transformer to keep the earth voltage to the within acceptable levels	YES	NO
23	Any damages due to earth voltage or surge will be the responsibility of the Vendor / Bidder.	YES	NO
24	ATM Operating System should be Microsoft Windows 10 and upgradable to the next level of Windows version when available, free of cost.	YES	NO
25	Bidder to be responsible to provide support for configuration management of hardware and software's during the term of warranty/maintenance.	YES	NO
26	ATM should support most widely used ATM Device handlers. Sindh Bank at a minimum requires support of NDC plus / DDC+ Aptra NDC +. ATM Software should also be EMV capable/ready and included Software Licenses (if any) to support EMV applications and Cards.	YES	NO



27	ATM software must have Fingerprints device and enabled for scanning/reading Fingerprints of customers for transmitting the Finger prints for authentication of the said finger details with Sindh bank Switch Software in the format suitable to integrate with NADRA biometric Verification System (BVS).	YES	NO
28	ATM should be equipped with	YES	NO
29	Intel Core i5 current generation with min 2.8 GHz process speed or higher	YES	NO
30	8GB or higher RAM	YES	NO
31	500 GB or higher Hard Drive	YES	NO
32	Optical Storage Device (DVD-RW), USB Ports and Network Port for communication	YES	NO
33	ATM should be sealed / protected for Rats, Cockroaches, lizards, etc. during storage and after installation.	YES	NO
34	Biometric Verification device Suitable to integration with NADRA BVS and other similar system with live fingerprint detection.	YES	NO
35	ATM should support connectivity options of TCP/IP, VSAT, CDMA, GPRS and GSM. Sindh Bank at a minimum requires support of TCP/IP on leased line, ISDN etc.	YES	NO
36	ATM should support for Remote Access facility for management, Monitoring, Configuration, ATM Balancing, Backup Recovery and Security Control. This access shall also provide ATM error monitoring for low paper rolls, low currency, Out of Service, Divert Cassette full, paper/currency jams etc.	YES	NO
37	ATM should support standard Transaction sets used in local banking industry in Pakistan. Sindh bank at a minimum require support of transaction of Account balance inquiry, Cash / Fast Cash Withdrawals, Mini Statement request, Cheque Book request, Interbank Fund Transfer, PIN Change request, Utility Bill Payment request and Mobile Top-up requests etc.	YES	NO
38	ATM Software should have a capability to support multivendor networks being currently deployed in Sindh Bank. Sindh Bank at a minimum requires support of CEN/XFS 3.xx support	YES	NO
39	ATM Software should support tools for Multimedia Advertisement and custom screens designing	YES	NO
40	ATM must have support or features available for Special persons/Handicapped users.	YES	NO
41	Good Quality Sound and Voice Guidance support. (Provide relevant details)	YES	NO
42	ATM should support Full featured Electronic Journal (EJ) Capability enabled in both hard & soft copy formats and also supports support Multiple Formats available for EJ. Propriety Status codes / Fault diagnostic codes.	YES	NO
43	ATM should have the capacity for the central storing & retrieval mechanism of EJ at Sindh Bank Primary & Backup sites. Full details of the solution to be provided.	YES	NO
44	ATM should have the capacity to generate reports in Sindh Bank's provided required format. Details of Readable formats supported and any optional features, to Interpret EJ Data Complete Code / Contents, interpretation Guide/manual to be provided.	YES	NO
45	ATM should have the Fingerprint Scanner Biometric solution complying template/image formats (i.e. WSQ format) for fingerprints of Sindh Bank Biometric Verification Software and/or Switch Software capable and enabled with Software Licenses (if any) suitable to integrate with NADRA biometric Verification System (BVS).	YES	NO
46	The proposed Fingerprint Scanner Biometric solution should be enabled with Live Finger Detection feature.	YES	NO
47	ATM quoted components to have minimum support of 10 Years. Confirmation letter from Principal Manufacturer is required or supplier /vendor undertaking	YES	NO



48	NFC Card Enabled	YES	NO
49	At least 3 spare cassettes per ATM	YES	NO
50	One hundred and forty (140) additional Biometric Verification device to be install in Sindh Bank existing ATM's. No separate cost will be paid for the additional Biometric Verification device.	YES	NO
51	White listing application which blocks installation for unauthorized application and malware. Should be able to generate alerts with centralized alerts monitoring	YES	NC
	Installation & Training Requirements		
52	Bidder should provide undertaking that it will deliver all ordering units at the Site of installation to be identified by Sindh Bank after successful testing of First unit Model Testing by Sindh Bank at Head office in Karachi, with Full Transit Insurance Coverage and three times shifting with nut bolt.	YES	NC
53	Bidder should provide an undertaking that it will during the installation must get the certificates required for delivery and installations from Branches, Sindh Bank IT Centers etc. (Certificate format will be mutually agreed between Sindh Bank & the vendor at a later stage)	YES	NC
54	Bidder should provide an undertaking that it will provide full support for the successful integration of the proposed ATM solution with Sindh Bank Switch Software, Sindh Bank Biometric Verification Software, and/or Switch Software capable of integrating with NADRA Biometric Verification System (BVS)	YES	NC
180	Warranty, Support and Maintenance	اثبهد	
55	Bidder should provide a 24 X 7 X 365 (including holidays) comprehensive warranty (repair, replacement, and service) of proposed ATMS and EMV Software Licenses for Seven (07) consecutive year after the date of installation of hardware to Sindh Bank	YES	NC
56	Bidder to provide undertaking that all provided services will be in compliance with the SBP regulations related to ATM as required from time to time	YES	NO
57	Bidder shall submit Support Matrix, reflecting type of support services and their arrangement available to Sindh Bank for different types of issues along with detailed escalation procedure and its Turn Around Time.	YES	NO
58	Bidder is responsible for providing comprehensive support to Sindh Bank in ATM Balancing & Reconciliation, Technique & Report for all transaction sets mentioned above	YES	NO

^{*}If the company qualifies the eligibility criteria, then it will be required to produce the product along with all relevant brochures at the date/time/location as indicated by the Bank for necessary inspection/verification.

License / Warranty / Support /

It would be mandatory for the Bidder to provide a hardware/license/Warranty/Support/Maintenance for (07) years for the product and provide on-site comprehensive support, extendable at the Bank's discretion. The hardware/license/Warranty/Support period of 7 years 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 / monitoring 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 06 to 08 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.





PURCHASE ORDER

PO No: 02092025

Date: 02-09-2025

M/s Innovative PVT LTD, Office at 29-B New Muslim Town, Main Wahdat Road, Lahore.

SUBJECT: SUPPLY, INSTALLATION & SUPPORT OF 140 ATM MACHINE ON A 7 YEAR INSTALMENT BASIS.

Dear Sir,

With Reference to the Tender Ref. No. SNDB/COK/ADMIN/TD/1429/2025 Dated 23-04-2025 For Supply, Installation & Support of 140 ATM Machine on Rental Basis at Sindh Bank Ltd Submitted by you. After detail review the Sindh Bank ltd Management is pleased to inform that your Tender is accepted.

Product	QTY	Per year unit Cost	Per year Total Cost 140 ATMS	Total Amount of 140 ATMs in 7 Years
DN 100D	140	\$ 2.265.24	\$ 317,133.6	\$ 2,219,935.2

Terms & Conditions

Payment Terms

as Per Agreement.

Taxes/Deduction

Above Prices are inclusive of all taxes.

Thank you,

Syed Muhammad Noman VP /CDO

Adnan Siddiqui Head of IT.

WEB



SNDB/COK/ADMIN/TD/1429/2025

Date: - 15-08-2025

OFFICE ORDER

SUBJECT: EXTENSION FOR BID VALIDITY PERIOD

As per SPPRA Rule 38 (2), approval is solicited for further Ninety (90) days extension of "Bid Validity Period" for the following tender having SPPRA NIT ID No: EPADS-S-250492136

1. Supply & Installation of ATM Machines on Rental Basis

The reason for the extension is due to the procedure developed by the bank for evaluating tender prices to ensure value for money and the signing of the agreement with the vendor; therefore, the contract could not be finalized within the stipulated time.

S. M. Noman VP-I/ CDO S. Zeeshan-ul-Haq SVP-I/ IT Division

Members - Procurement Committee

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

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

Mr.Parvez Ali Bhutto Director - Works & Services (Sindh Madressatul Islam University)-Member

(Mr. Adnan Siddiqui) EVP- I.T. Head- Co-opted Member

President/CEO



ANNEXURE "M"

8.12 INTEGRITY PACT

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

Contract Number: SNDB/HO/ADMIN/TD/1429/2025 Dated: 21/07/2025

Contract Value: \$ 2,219,935.2

Contract Title: Supply, Installation & Support of ATM Machines on Installment basis

[Innovative Private Limited] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of 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, [Innovative Private Limited] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Innovative Private Limited] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

POWER TO THE PEOPLE [Innovative Private Limited accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to 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, [Innovative Private Limited] 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by[Innovative Private Limited] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, rigi interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Sindh Bank Limited]

[Innovative Private Limited]

بالختيار عوا





Corporate Office

29-B, New Muslim Town, Main Wahdat Road, Lahore - 54600, Pakistan.

- +92 42 111 000 911
- lahore@innovative-pk.com

Islamabad Office

Plot# 32, Street# 36-37, Sector G-10/4, I&T Center, Islamabad - 44000, Pakistan.

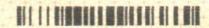
- +92 51 111 000 911
- islamabad@innovative-pk.com

Karachi Office

F-1, FL-19, Block-5, Clifton, Karachi - 75600, Pakistan.

- +92 21 111 000 911
- karachi@innovative-pk.com

C007702



the time of issuance. amount for the period of ONE YEAR which is 45,856 68 USD of which of smoont in PKR would be shared at a. The vendor will provide the performance security in a form acceptable to the Bank for the 5% of the contract

DO TOOD TTO \$ 2,265.24 9'881'418\$ \$ 5,219,935.2 In Seven Years Total Amount of IAD A Detail of pricing is as follows.

hereinatter for the supply of equipment for the BANK of a total and Amountine S. 8.719.995.20 (USD) over the period of 1 years PAKISTAN (Here in after called the Vendor). WHEREAS the Vendor is the dealer/supplier/manufacturer of And M/S. Innovative Privers the Vendor). WHEREAS the Vendor is the dealer/supplier/manufacturer of Diebold Mixdor ATM PKISTAN (Here in after called the Vendor). WHEREAS the Vendor is the dealer/supplier/manufacturer of Diebold Mixdor ATM

House, Clifton, Karachi (hereinafter called the Purchaser) -/ 148, 346 & Andh Bank Limited, having its head office at 30 Floor Federation This Agreement is made on this

Description

: Contract - 15(a) Supply, Installation and Support of 140 ATM (Machinesions are installation and Support of 140 ATM (Machinesions)

: M/S INNOVATIVE PRIVATE LIMITED [00000000] : PARVAIZ AHMED [71204-1000000] Contractor Applicant

Stamp Duty Paid by : M/S INNOVATIVE PRIVATE LIMITED [00000000]

Issue Date : 18-Jul-2025, 04:52:32 PM Paid Through Challan : 202502C2E22A0713

Amount in Words : Three Lac Sixteen Thousand Three Hundred and Forty One Rupees Only

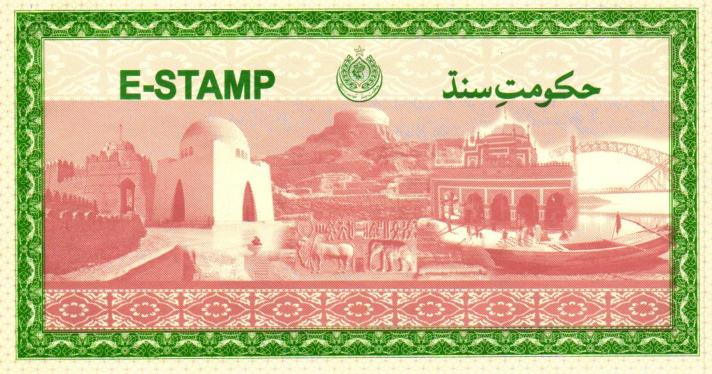
You can verify your e-Stamp paper by scanning the QR code or online at www.estamps.gos.pk using the 'Verification Through Web' option











NBP-0002-2507180008134128

GoS-KHI-5230319220799327

Non-Judicial

Rs 1,000/-

: Counterpart or Duplicate - 17 Description : SINDH BANK LTD [00000000] First Party

: M/S INNOVATIVE PRIVATE LIMITED [00000000] Second Party

: PARVAIZ AHMED [71201-2969046-7] Applicant

Stamp Duty Paid by : M/S INNOVATIVE PRIVATE LIMITED [00000000] Issue Date : 18-Jul-2025, 04:53:24 PM

Paid Through Challan : 2025623052B01599 Amount in Words : One Thousand Rupees Only

Please Write Below This Line

You can verify your e-Stamp paper by scanning the QR code or online at www.estamps.gos.pk using the 'Verification Through Web' option.

AGREEMENT

Supply, Installation and Support of 140 ATM Machines on a 7-year instalment basis

greement is made on this 02-09-2025 between Sindh Bank Limited, having its head office at 3rd Floor, Federation Howe, Clifton, Karachi (hereinafter called the Purchaser)

And M/S. Innovative Private Limited having its registered office at 29-B, New Muslim Town, Main Wahdat Road Lahore - 54600, PAKISTAN (Here in after called the Vendor). WHEREAS the Vendor is the dealer/supplier/manufacturer of Diebold Nixdorf ATM (Goods). AND WHEREAS the Bank is inclined to purchase the Goods as detailed below on the terms and conditions laid down hereinafter for the supply of equipment for the BANK of a total sum Amounting \$ 2,219,935.20 (USD) over the period of 7 years

Detail of pricing is as follows.

Product	Quantity	Per Year Unit Cost (ATM)	Per Year Total Cost (140 ATMs)	Total Amount of 140 ATM In Seven Years
DN 100D	140	\$ 2,265.24	\$ 317,133.6	\$ 2,219,935.2



a. The vendor will provide the performance security in a form acceptable to the Bank for the 5% of the order value amount for the period of ONE YEAR which is 15,856.68 USD of which equivalent amount in PKR would be shared at the time of issuance.

AGREEMENT

Supply, Installation and Support of 140 ATM Machines on a 7-year instalment basis

This Agreement is made on this 02 - 09 - 2025 between Sindh Bank Limited, having its head office at 3rd Floor, Federation House, Clifton, Karachi (hereinafter called the Purchaser)

And M/S. Innovative Private Limited having its registered office at 29-B, New Muslim Town, Main Wahdat Road Lahore - 54600, PAKISTAN (Here in after called the Vendor). WHEREAS the Vendor is the dealer/supplier/manufacturer of Diebold Nixdorf ATM (Goods). AND WHEREAS the Bank is inclined to purchase the Goods as detailed below on the terms and conditions laid down hereinafter for the supply of equipment for the BANK of a total sum amounting to \$ 2,219,935.20 (USD) over the period of 7 years

Detail of pricing is as follows.

Product	Quantity	Per Year Unit Cost (ATM)	Per Year Total Cost (140 ATMs)	Total Amount of 140 ATMs In Seven Years
DN 100D	140	\$ 2,265.24	\$ 317,133.6	\$ 2,219,935.2

Terms & Conditions:

- a. The vendor will provide performance security in a form acceptable to the Bank for the 5% of the order value amount for the period of ONE YEAR which is 15,856.68 USD of which equivalent amount in PKR would be shared at the time of issuance
- b. ATMs will be provided on a rental basis for seven years, including hardware/Software/license/Warranty/Support/Maintenance. After the seven-year period, ownership of the ATMs will be transferred to Sindh Bank at no additional cost.
- c. Performance security will be returned after one year and after delivery and installation of 140 ATMs.
- d. In case Vendor does not fulfil its commitments, the bank reserves the right to enforce the performance security.
- e. All terms & conditions of the tender documents are part of this agreement.
- f. Per year unit cost will be paid after delivery and Installation of ATM in a complied manner. Prices quoted are in USD and prevailing interbank rate (selling T.T USD to PKR) will be applicable for conversion and for the payment in Pak Rupee. This will apply at the date of invoice / payment.
- g. Invoice will be paid yearly in Advance by Jan each year.
- h. Ownership will be transferred once all payment is made after 7 years without any additional cost. Prices are inclusive of taxes. However, if there is a change in taxes from the Government of Pakistan during the period, it will then be passed on to the bank. 1 year Warranty and SLA: 6 years. Standard SLA is included
- i. Innovative Private Limited should provide a 4x24 X 7 X 365 (including holidays) is to comprehensive warranty (repair, replacement, and service) of proposed ATMS and EMV Software Licenses for Seven (07) consecutive years after the date of installation of hardware to Sindh Bank.

- j. The warranty includes parts except for parts damaged by site conditions or other standard exceptions, such as physical damage and negligence.
- 2. The vendor shall supply ATMs as per specifications in tender document to the bank within 06 to 8 weeks from the date of receipt of Purchase Order.
- 3. The bank will have the option to enforce the performance bond on happening of any one or all of the following events.
 - a. If the vendor fails to deliver the ATMs as per the agreed Schedule.
 - b. If the vendor fails to get the ATMs inspected by the Technical Committee.
 - If the ATMs supplied by the vendor fail to perform as per the Bank's requirement.
 - d. In addition, the Bank will have the option to cancel the order and offer the same to the next lowest bidder.
- 4. The Vendor is obliged and bound to replace any or all parts broken or damaged in transit at his own cost and risk and shall deliver all the equipment in good and sound condition.
- 5. The warranty of the equipment is a Seven-years comprehensive onsite warranty from the date of Installation (maintenance & support for HW & SW)
- 6. The warranty will be effective while the ATMs remain on the premises of the Bank and the Bank
 - a. will not be responsible for sending the equipment to the vendor site. In case, however, if any portion of the equipment is required to be shifted to the vendor's site, the vendor will provide equivalent backup during the warranty period.
- 7. Vendor agrees to maintain an adequate inventory of the parts so that the replacement is available
 - a. If any fault arises in the equipment during the warranty period. In case
 - b. affected part is not available, then the vendor will provide backup equipment of the same product or better till the resolution of the fault, without any extra cost to the Bank.
 - c. The vendor will provide a seven-year warranty
 - d. 24x7 Technical Assistance, Software Updates & Patches & Support.
- 8. The vendor also undertakes to bear all kinds of taxes, i.e. Stamp duty/ Services, Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all
 - a. other incidental charges, etc, up to the place of destination.
 - b. The ATM is subject to a time movement to its location. Any additional movement will be charged to the bank
 - c. Any new taxes introduced after the contract will be passed onto the bank
- 9. The Bank reserves the right to test/check the equipment to ensure that it is provided as per the specification in the tender document. For any discrepancies, the Bank reserves the right to forfeit full security deposit/ cancel the order for the supply and bring the vendor on black list of the Bank forever. The decision of the Bank shall be final and binding upon the vendor.
- 10. In the event of the default on the part of the vendor, in the performance of any condition of the contract and if such default is not remedied within mutually agreed days it shall be lawfur for the Bank to enforces full or part of the Earnest money / Performance Security and or sancel the whole part which can be cancelled within 1st year only of the supply order with vendor
- 11. Proportionate payments against the supply of equipment will be made within thirty days from the equipment delivery date and complete satisfaction of Bank with the performance of island replaced part.
- 12. In case of any dispute at any point, the matter will be settled amicably. If the parties do not settle, the dispute will be referred to the Complaint Redressal Committee for Dispute Resolution.
- 13. Delivery will be made by the vendor at different locations prescribed by the Bank.
- 14. In case of failure to supply the requisite within the vendor quoted working days after the delivery



- time, as described under clause no 2 of this agreement, Rs.5,000/- per day Shall be charged by the Bank.
- 15. The term of this agreement shall be for the period of 7 years, commencing from the date of signing of this agreement.
- 16. The Bank shall have the right to audit, inspect, and verify the Contractor's compliance with this agreement, including subcontractor activities where applicable, through on-site inspections of ATM's, evidence reviews, or third-party assessments, at least annually or upon material change.
- 17. The Contractor shall ensure that any subcontractor engaged adheres to the same security, privacy, and compliance standards as required under this agreement. The Contractor remains fully liable for all actions and omissions of subcontractors. The vendor shall only sublet the contract or its parts only after obtaining the approval of the bank.
- 18. The vendor shall ensure compliance as per the ATM specification shared by SBL at time of procurement to security baseline configuration provided by the SBL and the regulator.
- 19. In-case of termination of contract by either party, the vendor shall ensure smooth transition assistance including data transfer, documentation and knowledge during the exit Without any loss to Sindh Bank and / or any of its employees.

TECHNICAL SPECIFICATION QTY = 140 ATM Machines

SN#	Product Technical Requirements
1	M/S. Innovative Private Limited should propose original and brand-new ATMs in accordance with the quantities mentioned in the BoQ, with the following features. Original / Copy of proposed product datasheet/brochure, etc. shall be provided along with the technical proposal, which identifies each of the below-mentioned requirements. At a minimum requires a standard configuration cash dispensing machine with a must-have biometric option and EMV Software Licenses, and all types of security solutions; therefore M/S. Innovative Private Limited should propose its ATM model with this consideration as well as to meet the performance requirements. M/S. Innovative Private Limited may obtain performance-related matrices (i.e. Number of Transactions in peak time, Daily Average Transactions, etc.)
2	Lobby-based configuration with Front Cash Loading Option
3	Technology for picking currency notes for dispensing new as well as average quality notes currently under circulation in the local banking industry
4	Capability to support multiple languages. Sindh Bank at a minimum requires the capability of the Urdu and English languages.
5	Capability to connect any ATM Switches/controllers used by the banking Industry in Pakistan. Sindh Bank at a minimum requires connectivity with the currently installed ATM Controller (i.e. Avanza).
6	The Bidder should provide the connection at a minimum, including ATM Monitoring Software, any International Standard Monitoring Software, and the required client licenses for monitoring, EJ, camera/snaps, and all types of security solutions.
7	The M/S. Innovative Private Limited must provide both a comprehensive real-time ATM Monitoring Application and an advanced ATM Security Application as part of the proposed solution.
8	ATM Display should have a minimum 15-inch Touch screen LCD
9	ATM Display should have a privacy filter
10	ATM Cabinet should have the support of a dual combination lock, a Combination and a key.
11	ATM Keyboard should be alphanumeric (at least 16 keys), have an Encrypted PIN Pad (EPP), PCI Certified (copy of the certificate to be provided), support Remote Key Loading/Management and 0to be 3DES/AES compliant (copy of the certificate to be provided)
12	ATM Card Reader should be motorised/hybrid with a read/write SMART option with the capability to retain the cards left unattended and to return cards on power failure. ATM Card Reader must be EMV capable/ready and enabled with all required Software Licenses (if any); however, it also supports cards with magnetic stripes. It should be tamper-resistant as well.
13	ATM Card Reader to be equipped with 3 3-Track Reader to support Old & New Cards under Circulation in Pakistar Documentary evidence for compliance of EMV Level 1 from EMVco of the ATM Card Reader should be provided.





14	ATM should have a built-in camera with an image logging facility (transaction-based camera). Must also have the central storage & retrieval mechanism for camera (snaps) at the Sindh Bank Head Office in Karachi.
15	ATM Dispenser should have 4 cassettes with reject/retract/purge capability.
16	The Dispenser Should Have a minimum of 4 cassettes, Currency Cassettes with a 2500-note Capacity, which presents 50 notes bunch or better.
17	ATM Dispenser must have the capability to reject a signal note, which provides better utilization of replenished cash to avoid full purge of the note stack
18	ATM dispenser should have an anti-overfill and an Empty cassettes indicator
19	ATM Receipt Printer should be a graphical thermal printer
20	ATM should be equipped with a Proprietary solution (Hardware & software enabled) which prevents skimming by detecting foreign devices and blocks card reader access. It must also protect from deep insert skimming. M/S. Innovative Private Limited should propose a solution of providing such features in its technical proposal.
	A skimming device should at least have the following.
	o Disruption, or jamming
	o Full diagnostics and SOH
	o Can be upgraded
	o Deep insert skimming protection
	o Anti-eavesdropping protection
	o Solution should be proprietary
	o Sensor outputs are digital
	o Alerts: either via XFS or SNMP
2	ATM Safes should be at a minimum CEN 1/CEN III/CEN IV/CENL or better certified. A copy of Certification should be provided
22	ATM should be capable of operating in Weather, Humidity and Power requirements in Pakistan. Confirmation from the M/S. Innovative Private Limited is required along with details of the Environmental and Power requirements of ATM.
	 Vendor / M/S. Innovative Private Limited should include and install a surge arrester equipment to save guard ATN against the high surges.
	Similarly, vendor / M/S. Innovative Private Limited should include and installed isolation transformer to keep the earth voltage to the within acceptable levels
	 Any damages due to earth voltage or surge will be the responsibility of the Vendor / M/S. Innovative Private Limited. Client needs to ensure and maintain proper earthing as per site infrastructure pre-requisites mentioned in Annexure A.
23	ATM Operating System should be Microsoft Windows 10 and capable of upgrading to the next level of Window version when available
24	M/S. Innovative Private Limited to be responsible for providing support for configuration management of hardware and software's during the term of warranty/maintenance.
25	ATMs should support most widely used ATM Device handlers. Sindh Bank at a minimum requires support of NDc plus / DDC+ Aptra NDC +. ATM Software should also be EMV capable/ready and include Software licenses (if any to support EMV applications and Cards.
26	ATM software must have Fingerprints device and enabled for scanning/reading Fingerprints of sustomers for transmitting the Fingerprints for authentication of the said finger details with Sindh bank Switch Software in the format suitable to integrate with NADRA biometric Verification System (BVS).
27	ATMs should be equipped with:
28	Intel Core i5 current generation with min 2.8 GHz process speed or higher
NEW TOWN	8GB or higher RAM



30	
30	500 GB or higher Hard Drive
31	Optical Storage Device (DVD-RW), USB Ports and Network Port for communication
32	ATM should be sealed / protected for Rats, Cockroaches, lizards, etc. during storage and after installation.
33	Biometric Verification device Suitable to integrate with NADRA BVS and other similar system with live fingerprint detection.
34	ATM should support connectivity options of TCP/IP, VSAT, CDMA, GPRS and GSM. Sindh Bank at a minimum requires support of TCP/IP on leased line, ISDN etc.
35	ATM should support Remote Access facility for management, Monitoring, Configuration, ATM Balancing, Backup Recovery and Security Control. This access should also provide ATM error monitoring for low paper rolls, low currency, Out of Service, Divert Cassette full, paper/currency jams etc.
36	ATM should support standard Transaction sets used in local banking industry in Pakistan. Sindh bank at a minimum requires support of transaction of Account balance inquiry, Cash / Fast Cash Withdrawals, Mini Statement request, Cheque Book request, Interbank Fund Transfer, PIN Change request, Utility Bill Payment request and Mobile Topup requests etc.
37	ATM Software should have the capability to support multivendor networks currently deployed in Sindh Bank. Sindh Bank at a minimum requires support from CEN/XFS 3.xx support
38	ATM Software should support tools for Multimedia Advertisement and custom screens designing
39	ATMs must have support or features available for Special persons/Handicapped users.
40	Good Quality Sound and Voice Guidance support. (Provide relevant details)
41	ATM should support Full featured Electronic Journal (EJ) Capability enabled in both hard & soft copy formats and also support support Multiple Formats available for EJ. Propriety Status codes / Fault diagnostic codes.
42	ATM should have the capacity for the central storing & retrieval mechanism of EJ at Sindh Bank Primary & Backup sites. Full details of the solution to be provided.
43	ATM should have the capacity to generate reports in Sindh Bank's provided required format. Details of Readable formats supported and any optional features, to Interpret EJ Data Complete Code / Contents, interpretation Guide/manual to be provided.
44	ATM should have the Fingerprint Scanner Biometric solution complying template/image formats (i.e. WSQ format) for fingerprints of Sindh Bank Biometric Verification Software and/or Switch Software capable and enabled with Software Licenses (if any) suitable to integrate with NADRA biometric Verification System (BVS).
45	The proposed Fingerprint Scanner Biometric solution should be enabled with Live Finger Detection feature.
46	ATM quoted components to have minimum support of 10 Years. Confirmation letter from Principal Manufacturer is required or supplier /vendor undertaking
47	NFC Card Enabled
48	At least 3 spare cassettes per ATM
49	One hundred and forty (140) additional Biometric Verification device to be install in Sindh Bank existing ATM's. No separate cost will be paid for the additional Biometric Verification device.
50	White listing application which blocks installation for unauthorized application and malware. Should be able to generate alerts with centralized alerts monitoring
	Installation & Training Requirements
51	M/S. Innovative Private Limited should provide undertaking that it will deliver all ordering units at the Site of installation to be identified by Sindh Bank after successful testing of First unit Model Testing by Sindh Bank at Hear office in Karachi, with Full Transit Insurance Coverage and three times shifting with nut bolt.
	M/S. Innovative Private Limited should provide an undertaking that it will during the installation must get the



53	M/S. Innovative Private Limited should provide an undertaking that it will provide full support for the successful integration of the proposed ATM solution with Sindh Bank Switch Software, Sindh Bank Biometric Verification Software, and/or Switch Software capable of integrating with NADRA Biometric Verification System (BVS)
	Warranty, Support and Maintenance
54	M/S. Innovative Private Limited should provide a 24 X 7 X 365 (including holidays) comprehensive warranty (repair, replacement, and service) of proposed ATMS and EMV Software Licenses for Seven (07) consecutive year after the date of installation of hardware to Sindh Bank
55	M/S. Innovative Private Limited to provide undertaking that all provided services will be in compliance with the SBP regulations related to ATM as required from time to time. It will be limited to the HW and SW procured by the Bank.
56	M/S. Innovative Private Limited shall submit a Support Matrix, reflecting type of support services and their arrangement available to Sindh Bank for different types of issues along with a detailed escalation procedure and its Turn Around Time.
57	M/S. Innovative Private Limited is responsible for providing comprehensive support to Sindh Bank in ATM Balancing & Reconciliation, Technique & Report for all transaction sets mentioned above

License / Warranty / Support /

It would be mandatory for the M/S. Innovative Private Limited to provide warranty for Seven years hardware/license/ /Support/Maintenance for the product and provide on-site comprehensive support, extendable at after mutual agreement. The hardware/license/Warranty/Support period of 7 years would commence from the date of issue of the Completion Certificate by the Bank. During the Warranty period, the M/S. Innovative Private Limited 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, any changes due to the regulatory requirements (Limited to provided HW and SW) or any other support as and when required at no extra cost.

*The licenses of the required other associate / supporting / monitoring tools should be provided by the M/S. Innovative Private Limited.

CONFIDENTIALITY

i. Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean any information comes in possession of M/S Innovative Private Limited on and its personnel during normal course of business / Services shall be the property of the SNDB

at all times and / or any of the SNDB's communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by M/S Innovative Private Limited .

ii. M/S Innovative Private Limited Acknowledges that the SNDB is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, the COMPANY shall not disclose any data, information or other affairs of Sindh Bank and its customers which may come to the knowledge of M/s Innovative Private Limited in providing the above services. Division

iii. In the event of breach of this clause, M/S Innovative Private Limited shall be liable to pay all losses/damages to the SNDB and indemnifies the SNDB which will be limited to the amount payable in a single year against any injury arising out of any breach of this clause by the SNDB.

iv. This clause shall end upon termination of the Agreement.

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

Support Escalation Matrix shared in Annexure A will be used for timely addressing of complaints

INDEMNIFICATION.

- i. In the event of any breach by either Party of its obligations, warranties and / or responsibilities under this Agreement, such Party shall hold the non-breaching Party, 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 non-breaching Party or its subsidiaries, affiliates, officers, directors, employees and representatives.
- ii. IPL's total liability to Sindh Bank resulting from the performance of, or failure to perform the Services will be limited to restoring the machine covered by this Agreement to good operating condition. If IPL is unable to restore a given ATM, IPL will refund Sindh Bank the advance maintenance payment for one quarter received for that ATM.
- iii. Both Sindh Bank and Innovative Private Limited (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless either party and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).
- iv. This Article shall also survive after termination of this Agreement.

Ensuring Access to SBP MIS Innurative (Port) Ltd and SINDH BANK will ensure that the State Bank of Pakistan is provided necessary access to the documentation and records in relation to the outsourced activities and the right to conduct on-site to M/1 Innovative (Art) 44 if required.

Termination of Agreement by the Bank:

- If the supplier, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the suppliers unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- Agreement can be terminated based on Mutual agreement.
- If issued two (2) warning letters /emails by Sindh Bank Ltd for unsatisfactory current performance to Innovative Private Limited. The email would be accepted once details on performance has mutually acknowledged by the supplier. This will be subject to review and such email/letter would be from the Bank's side.
 - Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.

A party may change its address for notice by giving a 15 days prior written notice to the other Party in writing of such change.

Innovative Private Limited will not assign its job to anyone, except prior written permission of the ban

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 supplier may be taken or executed by the authorized officials
- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Conflict of Interest:



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

Anti- Money Laundering Requirement:

Innovative Private Limited 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.

Governing Law Jurisdiction

This Agreement shall in all respects be constructed and be governed in the accordance with the Laws of Pakistan and both the parties i.e. SINDH BANK and Innovative Private Limited , hereby submits to the jurisdiction of the local courts in Karachi in any legal proceedings and as regard any claims or matter relating to this Agreement.

Force Majeure

Neither party shall be liable for any failure to perform or observe its obligations under this Agreement, if such failures or delays are caused by acts of God, wars, riots, strikes, accident, explosion, fire, or materials, labor disputes, government restrictions, or any other cause beyond its reasonable control. In the event of the occurrence of any of the foregoing, the date of performance shall be deferred for a period of time equal to the time lost by reason of the delay. The affected party shall notify the other in writing of such events or circumstances promptly upon their occurrence.

Settlement of Disputes:

MEDIATION / ARBITRATION / DISPUTE RESOLUTION

The Parties expressly agree that the dispute settlement procedure mentioned in this Clause shall be a condition precedent to any action of law.

Any and every dispute, difference or question which may arise between the Parties to this Agreement shall be first settled by the Parties by an attempt at amicably settling the dispute through mutual negotiations.

In case disputes, differences or questions cannot be so settled amicably or satisfactorily by correspondence or by mutual discussion within thirty (10) days after receipt by one Party of the other Party's request for amicable settlement, it shall be referred to mediation before a CEDR accredited Mediator at the Karachi Center for Dispute Resolution. Mediation proceedings shall be held at Karachi and will be governed by the mediation rules of the Center.

In case the Mediation fails, the dispute shall be referred to Arbitration in accordance with the Arbitration Act 1940 and any applicable rules made there under for the time being in force, for the equitable decision of two joint arbitrators, one to be appointed by each of the Parties, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in English language.

Obligation of the Contractor:

- Innovative Private Limited shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. Innovative Private Limited shall always actain respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Sindh Bank and shall at all times support and safeguard the Sindh Bank legitimate interests in any dealing with Subsuppliers or third Parties.
- 2. If the obligation of warranty period is not met or delayed, the repair etc. as per the agrees (AT in this agreement requirement on this account will be carried out by the bank & the billed amount will be deducted after mutual agreement of both parties from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the Supplier and any subsequent expenses on the equipment will also be borne by the supplier which will be limited to the amount of payment due in that Qtr.

Extension of Time:

Any period within which Party shall, pursuant to this agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Obligation of the Contractor:

- Innovative Private Limited shall perform the Services and carry out their obligations hereunder with all due
 diligence, efficiency and economy, in accordance with generally accepted professional standards and
 practices, and shall observe sound management practices, and employ appropriate technology and safe and
 effective equipment, machinery, materials and methods. Innovative Private Limited shall always act, in
 respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Sindh Bank,
 and shall at all times support and safeguard the Sindh Bank legitimate interests in any dealing with SubSuppliers or third Parties.
- 2. If the obligation of warranty period is not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the Supplier and any subsequent expenses on the equipment will also be borne by the supplier which will be limited to the amount of payment due in that Qtr.

Extension of Time:

Any period within which Party shall, pursuant to this agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Taxes and Duties

Innovative Private Limited and its Personnel shall be liable to pay such direct or indirect taxes duties, fees, and other impositions levied under the Applicable Laws at the time contract is signed. The amount of which deemed to have been included in Contract Price

However, new taxes introduced later by concerned authorities would be passed onto the bank

IN WITNESS whereof the parties have executed this agreement on the date first mentioned above:

	Sindh Bank Limited	Innovative (Pvt.) Limited			
Address:	Address: 3rd Floor, Imperial Court Building, Ziaudin Ahmed Road, Karachi ,Pakistan		F-1, FL-19, Block-5, Ciston, Karachi		
Name	MUHAMMAD NOMAN	Name:	NAVEED ALT BAIG		
Signatures:	Munz	Signatures:	4		
Title:	CDO	Title:	CEO		
Date:	29-08-2025	Date:	21-07-2025		
Witness:		Witness:			
Name:		Name	ASTAD ALI		
Signatures	- Haran	Signatures:	detal		
Title:	Muhammad Adnan Siddigu. EV Read information Technology Sindh Bank Limited	Title:	Key-Account Executive 21-07-2028 Divis		
Date:	Head Office, Karachi	Date:	21 - 07 - 2075 Divis		

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Annexure A

Services

Services include comprehensive maintenance, troubleshooting and repairing of ATM installed at Customer locations.

For the purpose of this Agreement, Maintenance Services shall mean and include remedial maintenance, replacement of parts, preventive maintenance, and software maintenance support and value added software (VAS) maintenance

Vendor shall respond and resolve all complaints made by Customer regarding problems in the ATMs covered by the Maintenance Agreement within the stated Response Time given herein below.

Vendor will provide and the Customer will have access to their Help desk which it operates 24x7 (toll free number 0800-47500).

Scheduled Preventive Maintenance:

Vendor will conduct preventive maintenance on each ATM four (4) times a year. T

Preventive maintenance of ATM's will include performing any function required to keep the ATM's operational at all times during the Term of the Agreement.

Problem Detection, Escalation and Solution:

Vendor's Complaint Resolution procedure is graphically presented in Annexure B to the Agreement, wherein steps include

- a. The Customer will call the Vendor Help Desk and report the fault; this will initiate fault reporting and repair procedures.
- b. Help Desk will answer questions or provide information in an effort to resolve the fault in the most expeditious manner.
- c. If Vendor Help Desk is unable to resolve the issue on phone, they will log the problem, open a Job Number, and dispatch a system engineer to the site for hardware servicing and repairs.

If the problem is not resolved to the Customers satisfaction within the Response Time given herein below, the Customer can escalate the issue using the Problem Escalation Procedure attached as part of the Agreement in Annexure C.

Repairs and Maintenance

Upon notification from the Customer or as determined by Vendor, Vendor shall send its engineer to the site for necessary maintenance and repairs of ATMs to keep them operating to the satisfaction of the Customer.

This service includes testing, running diagnostic, cleaning, adjustment, repairing, replacements and maintenance of ATM parts, wherever necessary.

All parts, covered under this Agreement, necessary to service the ATMs will be repaired or replaced free of cost. Vendor will independently decide if the part should be repaired or replaced.

Vendor will keep the Customer informed about the services provided. If a part is replaced by Vendor, the faulty part shall become the property of Vendor after the replacement.

Software Maintenance Support

Vendor shall provide all type of software maintenance support i.e. ProCash/NDC ATM software, and for all value-added software (Proview and VSS) Vendor's service will be limited to providing/ installing version upgrades, service packs, etc., as they are released by the software vendor.



It is Customer's responsibility to provide for and maintain hardware and software necessary to host the application, network resources, running daily operations, back ups, archiving, disaster recovery, customized report development, and any other function necessary to run daily operations.

Vendor is solely responsible to manage all the support utilities on the hardware installed by the Vendor under this Agreement. Support utilities include but not limited to the security software, marketing software, remote access software, etc., purchased from the Vendor. Vendor is not responsible trouble shooting any software installed by a third party. The consequences arising out of installation of support utilities by the Vendor will not repudiate the contract for support of machines.

Response Time

Response time of the IPL engineers shall be 4-6 hours for locations within the major cities (Lahore, Karachi, Islamabad and Rawalpindi), while resolution time shall be within 24 hours or the next business day after receiving a complaint from the Client.

For all other locations, IPL shall ensure a response time of 24 hours or the next business day, as applicable; while resolution time shall be within 24-48 hours of receiving a complaint from the Client.

Response time is defined herein as the time taken by an IPL engineer to reach the ATM location starting from the time a Call Registration number is issued by IPL's Helpdesk.

The total Problem Resolution time is defined at the sum of the response time plus the resolution time stated above.

Coverage Hours

IPL shall render its services from Monday to Sunday 24x7 including Public Holidays. Client needs to ensure the custodian availability in order to enable to attend the complaint after office hours, Saturday & Sunday and Public holidays.

Equipment Tampering and Client's Responsibilities:

The Client will ensure to take each and all precaution, etc., specified in the installation or operation guidelines of the ATM including ensuring proper electrical supply, grounding, temperature, humidity, air conditioning, etc.

As between IPL and Client, the Client will ensure the physical security and safety of the ATMs installed at their premises.

The Client will ensure that all the ATM will be earthed separately and adequately where the earth to neutral potential will not exceed 1 volt and earth to neutral resistance will be less than 1 Ohm as checked with megger. The Client will ensure that all the ATM will be operated in a fuse circuit.

The Client will ensure that the ATM is situated in a clean working environmental.

Without the prior written consent of IPL and without the presence of an IPL service engineer, the Client shall not itself nor use any third party vendor to install new component devices, make any alterations, adjustment, modification, examine, perform maintenance, repairs, etc., on any ATM or software product covered by this Agreement and listed in Annexure-A.

The Client agrees not to sell, let out on hire or otherwise part with possession of or removes or cause to be removed any ATM from its location / installation site without prior consent of IPL and if relevant in the presence of an IPL service engineer.

Parts of the ATMs should not be replaced or removed by the Client without IPL's consent in writing and in the presence of an IPL service engineer.

Under any of the above conditions listed in this Clause, the Client shall be held responsible for any loss or damage or reduction in performance that in the reasonable opinion of IPL is attributable to such equipment tampering, and the Client shall pay IPL for the cost of all remedial actions and parts that are required to rectify the fault as per the prices given in Annexure D.

Exclusions

This Agreement does not cover damage caused by the Client's unilateral relocation or movement of installed ATM, as well as electrical installation and wiring or software or accessory integration.

This Agreement does not cover damage caused by Client while operating the ATM in environmental conditions outside the limits specified in the product's accompanying documentation.

IPL shall not provide Maintenance Services for any ATM where:

- Damage resulted from acts of God, storms, fire, smoke, water, defective electric supply, short circuit, very high electric surge, vandalism, accident, dropping, misuse, neglect and transportation by the Client.
- Damage due to Client or their third service providers having serviced, modified, etc., the ATM.
- Factory sealed endorsers have been opened, tampered or show evidence of such tampering by people other than IPL service engineers.
- The serial number on the ATM is altered or removed
- The ATM has been modified and or its configuration has been changed.
- Damages are due to ATM having been located in an unsuitable or unsafe place by the Client, or have been damaged due to other external factors.
- Service is required due to faulty power supply not meeting the standard specifications required for the safe operations of the ATM.
- Repairs or installation of electrical work external to the ATM, or relocation of the ATM, addition / modifications or painting / refinishing of the ATM by the Client.

Maintenance service and parts for such ATMS can be requested by the Client who will then additionally pay IPL for the cost of all remedial actions and parts that are required to rectify the fault as per the prices given in Annexure D.

The Services provided under this Agreement does not include free upgrades of ATM or operating software thereof.

Combination Lock Support details given below: In case the combination code of the ATM has been misplaced by the Client or stuck due to wrong usage/attempts:-

• IPL will attempt to open combination lock by hit & trial of combination codes. If opened, then com-

bination lock would be replaced at price mentioned in parts price list in Annexure D.

- If not opened, IPL will offer bank a buyback option at certain price.
- If the bank does not agree to IPL offer, it will be directed to the vendor for safe cutting.

General Conditions:

During the Term of the Agreement, maintenance services must only be administered by engineers authorized by IPL's.

IPL shall not provide services where the hardware and/or software products manufactured by Diebold Nixdorf has been combined with other vendors' product that are incompatible with the specifications of the hardware and/or software products manufactured by Diebold Nixdorf.

IPL will not be responsible for nor backup or store programs, client data, etc.

Client shall provide safe and timely access to IPL staff in connection with performance of their duties under this Agreement.

If required, the Client will provide network connectivity, telephone lines, etc., to IPL engineers to perform remote on-line diagnosis of the problem.

Client shall facilitate IPL's staff in arranging visits of insurers, surveyors or any other professionals if required by IPL.



IPL will maintain an adequate inventory of frequently required spare parts at its offices in Karachi, Lahore and Islamabad.

Term of Agreement

Upon expiry of this Agreement as stated above, the Agreement may be renewed for such further period and on such terms and conditions as the Parties may mutually decide in writing.

Statement of Work:

ATM delivery and installation according to Purchase Order at the Customer's provided sites within the given timelines.

Infrastructure Related Prerequisites:

Prior to installation by Vendor, the Customer must ensure that the:

- 1. Vestibule is prepared considering dimensions of ATM provided by Vendor
- 2. Input Volts = 220 V 240 V
- 3. Input Voltage Tolerance = -10% to +6%
- 4. Earth Volts less than 3 V
- 5. Frequency: 50 Hz (+ 1 % to -1%)
- 6. Auto Genset is available
- 7. UPS is available with one-hour minimum backup
- 8. Operating temperature is between 20 35 degree Celsius
- 9. Proper sockets are available for power & network to avoid fluctuation and spikes
- 10. Duct and high standard cables are installed to avoid fluctuations and power glitches
- 11. ATM vestibule is clean and tidy. Vestibule must have a dust bin and cleaned twice a day
- 12. ATM Door is installed with auto closure to avoid dust
- 13. Exhaust Fan is installed to avoid unacceptable humidity
- 14. Front door of vestibule is covered with branding / paper to avoid exposure to sun light



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Site Surveys:

Prior to installation of an ATM, Vendor will conduct survey on provided sites and will provide following an details to the Customer

Visit Date	Vestibule (Lobby/TTW)	Vestibule Size (HxWxL)ft.	AC (Y/N)	Proper Socket (Y/ N)	Earthing (Volts)	UPS (KVA)	GenSet (KVA)	Network Communication point available	Remarks	Sire Readiness

Delivery and Installation of ATM's:

Vendor will deliver and install ATM as per mutually agreed timeline.

Delays in Delivery and Installation of ATM:

Factors beyond the control of the Vendor to meet the mutually agreed timelines documented in (Project Rollout) include



- 1. ATM vestibule is not ready Delays by the Customer to prepare the vestibule as per the requirements including size, temperature control, etc.
- 2. Infrastructure for ATM is ready: Delays by the Customer to setup the infrastructure (power, earthing, generator, UPS, etc.) as per required specifications.
- 3. ATM is not added to the controller and switch Delays by the Customer to connect ATM to the Customer's network and add it to the Customer's switch. Delays by the Customer to provide the ATM ID & IP's to the Vendor's Engineer.
- 4. EPP keys are not available at the branch Delays by the Customer to provide EPP keys to the Vendor's Engineer.
- 5. Cash not available for testing the installed ATM and training of staff Delays by the Customer to provide adequate number of notes, in good condition, to test transactions and train branch staff



Annexure B

PROBLEM ESCALATION PROCEDURE





				NNOVATIVE PVT LTD					
				Client Calls Support Escalation Ma	trix	A STATE OF THE STA			
escriptio	n		South	Central - South	Central - North	North			
	Where to log	your Call							
g a Call	Call Center (2	(4x7X365)		Centralized Call Center 0800 47500					
Enal				ipi cs@innovative-pk.com					
T all	If Call is not a	ttended within ac	greed "Standard Response & Ri	section Inst					
low up	Name & Designation	M	uhammad Faheem Waqas Ahmad uhammad Hassaen Noman Ahmed ammad Ali Siddiqui mer Satisfaction Officer	Azfar Waseem Abdul Rehman Shakeel Siddique Customer Satisfaction Officer	Taha Naveed Ali Hamza Muhammad Shahzab Muhammad Osama Customer Satisfaction Officer	Usama Magsood Usman Rehmat Ghumman Haseeb Ur Rehman Customer Satisfaction Officer			
	Land line	(*	92 21) 111 000 911	(+92 42) 111 000 911	(+92 42) 111 000 911	(+92 51) 111 000 911			
	Cell		0302 8402331 0305 6186065 0302 8450057 0304 2220977 0320 3584527	0301 8462677 0309 9062606 0304 0108034	0301 8406568 0304 3725306 0302 8670453 0300 4018468	0301 8441742 0301 1128199 0302 829 3896			
	Email	mfaheem@inr	ovative-pk.comwahmad@innov	a awaseem @innovative-pk.comakhan03@ir	tnaveed@innovative-pk.comahamza@innv	mmaqsood01@nnovative-pk.co ughumman@nnovative-pk.co hrehman02@innovative-pk.co			
	Escalation II (al is not attend							
	Name & Designation		eel Ahmed Yar Khan onal Manager Services	Tassawar Hussain Regional Manager Services	Zaka Ul Haq Regional Manager Services	Qaiser Abbas Naqvi Regional Manager Services			
1 ^{al} calation	Land line	(+	92 21) 111 000 911	(+92 42) 111 000 911	(+92 42) 111 000 911	(+92 51) 111 000 911			
	Cell	The same	0303 4443368	0307 7773514	0307 7773527	0303 4443453			
	Email	kahme	ed@innovative-pk.com	thussain@innovative-pk.com	zhaq@innovative-pk.com	qnaqvi@imovative-pk.co			
	Escalation # 5	all is still not acc	ended	NEW YORK THE	THE RESERVE				
	Name & Des			Waqas Noor Vice I	President, Regional Services				
211									
calation	Cell		The state of the s	03	03 4449689				

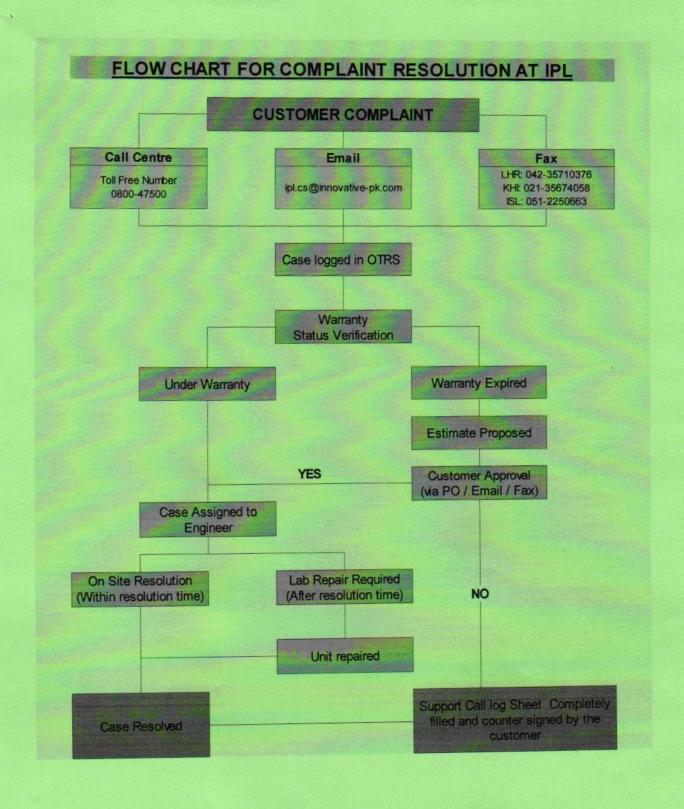


Annexure C

COMPLAINT RESOLUTION









Annexure D

Frequently Required Diebold Nixdorf ATMs Parts



Sr#	Part Number	Part Description	US \$ (Per Unit Price Exc of Tax)
1	49018410000C	BELT,TMG,M 03.00P,061T,NPRN/FBR GL	15
2	49018410000F	BELT,TMG,M 03.00P,061T,NPRN/FBR GL	15
3	49018410000X	BELT,TMG,M 03.00P,061T,NPRN/FBR GL	15
4	29008482000X	BELT,FLAT,0.250,SEMI-STRETCH For Presenter 49250166000H	15
5	49211537000A	Cassette Lock CS280	35
6	1750306661	Wafer Key 4R0100	35
7	1750348339	Wafer key 4R0099	35
8	1750353881	BELT,FLAT,0.250,SEMI-STRETCH For Presenter 49242431000H	30
9	A3C40060778	SAFETY CUT-OUT	30
10	49254692000A	ASSY,BIN, DIVERT, ACTIVDISPENSE	45
11	103000457	DC Motor, Brushless	45
12	49250132000A	MOT,STPR,PM,01.80 DEG,100.00 OZ-IN	50
13	49250132000B	MOT,STPR,PM,01.80 DEG,100.00 OZ-IN	50
14	8 GB DDR3 RAM	8 GB DDR3 RAM	75
15	104001406	Thermal Print Head	100
16	1750306659	Cam lock 25300DS 4R0100	120
17	1750348338	Cam lock 25300DS 4R0099	120
18	1750210306	Usb Hub 2.0 Hub 7 Port	120
19	1750330761	Usb Hub 2.0 Hub 7 Port	120
20	1750310703	FIL	¥ 150
21	1750354309	FIL	150
		TP2X CUTTER MODULE 1.5M	150
22	1750256691	FCO-kit AFD belt 4Hi vert 3pcs	150
23	1750345954		(* (1.1) *
24	00103334001Q	AFD DIVERT CASSETTE, PLASTIC, SECURE	200
25	1750192038	Softkeys 15"	220
26	1750312338	USB-UVC Camera Weldex WDUB 1318C 2.4 RT	250
27	1750302529	Touch Controller 3M PCAP	
28	1750350310	Touch Controller 3M PCAP	250
29	1750307887	Softkeys 15"	250
30	1750347813	Softkeys 15"	250
31	1810013803	Processor DN100	275

Sr#	Part Number	Part Description	US \$ (Per Unit Price Exc of Tax)
32	1750274289	BIO Device	500
33	49242432000C	PICKER, AFD 2.0, ASSEMBLY	400
34	49250166000H	PRESENTER, SHORT FRONT LOAD, AFD 2.0	330
35	00155842000H	Cash Out Cassette	350
36	49242431000H	PRESENTER, LONG FRONT LOAD	400
37	LCD 15" 01986	LCD 15"	456
38	1750302835	TP30 Receipt Printer	500
39	49267153000A	PCBA, MAIN, AFD 2.0	500
40	1750302907	TP29 Journal Printer NSL	531
41	49254690000N	STACKER, AFD 2.0, ASSEMBLY	550
42	1750288682	NFC Reader	650
43	19061952000A	CCA CONTROL ELO TOUCH S	650
44	1750303540	Power Supply AC/DC NSL CD 300W	650
45	1750196300	CAMERA_IDS_2010_PORTRAIT_OUTDOOR	660
46	1750288681	NFC Card Reader Device	715
47	1750309573	2D Barcode Scanner Zebra SL4757	765
48	1750281229	BIO Device	1,000
49	SE8098D	EPP V-8	950
50	SE8098C	EPP V-6	950
51	1750301986	LCD 15"	1,021
52	1750359728	Motherboard DN100	1,300
53	1750304622	Card Reader ICT3H5	1,300
54	19061955000A	Touch Screen 15"	1,400
55	1750330327	Swap PC 6G Core i5-6500 H110 TPM1.2	2,100
56	1750297045	SWAP-PC 5G-4570 ProCash TPMen	2,200

Note: It's not a comprehensive list as it is being added in the agreement at start of the year. During the agreement duration, any additional part not available in the list can be replaced on 'as and when required' basis after getting Client prior approval.

Parts prices would be reviewed on Annual basis for rationalization.

Date: 30/05/2025

	Bid Evaluation Report						
	Supply & In	estallation of ATM Machines On Rental Basis.					
1	Name of Procuring Agency	Sindh Bank Ltd.					
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1429/2024					
3	Tender Description	Supply & Installation of ATM Machines On Rental Basis					
4	Method of Procurement Single Stage One Envelop Bidding Procedure						
5	Tender Published	SPPRA NIT EPADS-S-250492136 Express Tribune, Sindh Express, Daily Express (23/04//2025)					
6	Total Bids Received	03					
8	Technical / Financial Bid Opening Date	08/05/2025 Time: 1030 Hours					
9	No of Bid Technically Qualified	03					
10	Bid(s) Rejected	0					

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost 287,448 US \$	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Innovative PVT LTD.	Unit Cost US\$ 2,265.24 Per Year US \$ 317,133.6 7 Year Cost US\$ 2,219,935.2	1st Lowest Qualified Bidder.	29,685.6 Above with the estimated cost	Accepted Being the Mo Advantageous Bid	
2	M/s Wavetec PVT Per Year	M/s Wavetec PVT Per Year US \$ 333,060 Above with	45,612 Above with the estimated cost	2nd Bio	dder	
3	M/s House of Business Machines PVT LTD	Unit Cost US\$ 2,860.1 Per Year US \$ 400,419.9 7 Year Cost US\$ 2,802,939.3	3rd Bidder.	112,971.9 Above with the estimated cost	3rd Bid	lder.

Note: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s Innovative PVT LTD is the most advantageous bid and hence recommended for Supply & Installation of ATM Machines on Rental Basis.

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