

# 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 & Personalization of Pay Pak Hari Debit Cards  
~~EMV+NF~~
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1414/2025
- 5) BRIEF DESCRIPTION OF CONTRACT Supply & Personalization of Pay Pak Hari Debit Cards  
~~EMV+NF~~
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.299,656,250 USD 1075000/-
- 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
- 11) NUMBER OF TENDER DOCUMENTS SOLD 01  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 01
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 1
- 14) BID EVALUATION REPORT 17.04.2025  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. 1 Link Pt Ltd, 1142. Lower Park Tower
- 16) CONTRACT AWARD PRICE Rs.299,656,250 USD 1075000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1. M/s. 1 Link Pvt. Ltd

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

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

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

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	SPPRA NIT No241241061 10.12.2024
No	

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

Yes	Express Tribune, Daily Express & Jeejal 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 type="checkbox"/>	No	<input checked="" 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

25/5/25

**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

### 3. SECTION –III TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Sindh Bank Limited requires Supply & Personalization of PayPak Hari Debit (EMV + NFC) Cards. 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

SPECIFICATION	
JavaCard	JavaCard 3.0.4 Advanced platform features: <ul style="list-style-type: none"> <li>Multi Logical Channels: available on all configurations</li> <li>Garbage Collector: available on all configurations</li> </ul>
Global Platform	GP 2.2.1 Advanced platform features: <ul style="list-style-type: none"> <li>Delegate Management: available on all configurations</li> <li>Multi Security Domain: available on all configurations</li> <li>DAP: available on all configurations</li> </ul>
Other advanced features	<ul style="list-style-type: none"> <li>On Board Key Generation: on specific configurations</li> </ul>
User memory (EEPROM)	16K or 36KB EEPROM with EMV applications (note that exact available EEPROM might be slightly less or slightly more than exactly 16K or 36K depending on the EMV configuration as well as pre-personalization options selected by customer.) 72KB EEPROM available only in non-EMV configurations
Protocol	T=0 / T=1 (ISO7816)
Standard Compliance	Type A : T=CL Type B : T=CL (only for selected configurations) Emulation: Mifare-compatibility (Classic 1K) as an option
Communication speed	106 kbauds/s
Antenna	Half Size antenna
Secure Messaging	Card Manager configured with SCP02 (i=55), SCP03 supported
Supported cryptography	DES/ 3DES <ul style="list-style-type: none"> <li>RSA (card supports up to 2048bits in CRT, while most EMV applications restrict CA keys loading at 1984bits)</li> <li>SHA1/SHA256</li> <li>AES 128, 192, 256</li> </ul>
EMV Application	<ul style="list-style-type: none"> <li>PURE v1.5.3</li> </ul>
MifareTM-compatible (Mifare is a trademark of NXP)	Mifare Classic 1K - 4 bytes NUID  (Mifare Classic 4K and 7 bytes UID support is possible on request - Please consult your technical consultant) Mifare Access applet as an option to personalize Mifare Classic through the contact interface
Single applet	Yes, supports 3 to 7 instances depending on configuration



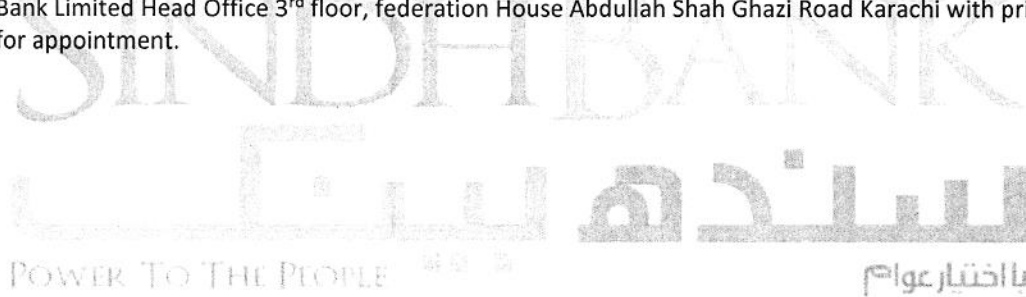
Type	Dual Interface
Standard compliance	ISO 14443-1 compliant
Magnetic Stripe	ISO 7816 -4, -5 compliant
Quantity	500,000
Delivery Time	Within 8 Weeks
Personalization Hari (EMV + NFC) Debit Cards	Sindh Bank also requires Personalization of Pay Pak Hari (EMV + NFC) Dual Interface DEBIT Cards on need basis. The data will be provided by the bank and vendor will print name, PAN No, expiry date etc. and encode magnetic strip track 1 and track 2 accordingly. This also includes card embossing, indenting, tipping, Chip & magstrip encoding and CVV number printing as per PAYPAK approved specification. Bank will choose one of option i.e. embossing, indenting and tipping as required. Vendor will responsible to print relevant letters on specific stationary and pack along with cards in envelope and deliver it to Sindh Bank Head Office.

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

Delivery Time: Within 12 to 14 Weeks

**PRE BID MEETING:**  شہید مختار حسین بنظیر سٹوڈیو کی یاد میں

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


  
**SINDH BANK**
  
**سندھ بینک**
  
 POWER TO THE PEOPLE

Date: 10/01/25

Bid Evaluation Report		
Supply & Personalization of PayPak Hari Debit (EMV+NFC) Cards.		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1414/2024
3	Tender Description	Supply & Personalization of PayPak Hari Debit (EMV+NFC) Cards.
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA BILL HOISTING Express Tribune, Sindh Express, Daily Express (10/12//2024)
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical / Financial Bid Opening Date	27/12/2024 Time: 1100 Hours
9	No of Bid Technically Qualified	01
10	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost 1,075,000 US \$	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s 1 Link PVT LTD.	1,075,000 US \$ Rs 299,656,250/-	Lowest Qualified Bidder.	Same as Estimated Cost.	Accepted Being the Most Advantageous Bid	

**Note:** Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s 1 Link PVT LTD is the most advantageous bid and hence recommended for Supply & Personalization of PayPak Hari Debit (EMV+NFC) Cards.

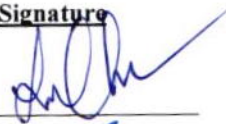


**Members – Procurement Committee**

(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**



## FINANCIAL BID FORM/PRICE SCHEDULE

PRICE SCHEDULE (Applicable for the year 2024-2025)

Name of Bidder: **1LINK (PVT.) LTD.**

S.No	Item	Unit Cost	Quantity	*Total Amount
01	PayPak Hari (EMV + NFC) Debit + Data Personalization + Card Stuffing + Cost of Stationary	USD 2.15 (Without Tax)	500,000	USD 1,075,000

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

1. The company will be considered disqualified from the very outset, if not GST registered.
2. The cost does not include taxes.
3. Cards less than quoted produced during the year will be charged additionally.
4. Profile charges will be applied as per SOC (if applicable) one time.
5. 50% of the payment pertaining to plastic and stationery will be taken in advance.
6. The delivery timeline of plastic will be 12-14 weeks after PO receipt and artwork approval.
7. Any change in cards quoted quantity will be applicable of revision of charges.
8. 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 favor of Sindh Bank Ltd.
9. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, no partial lowest cost will be considered for award for any work.
10. All conditions in the contract agreement attached to Annexure G are part of this tender document.
11. 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.
12. The tender will be cancelled if any of the given conditions of the tender in not met in strictly as per the requisite of the tender document.
13. In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
14. Pre-Bid Meeting: Within one week (For Any Clarification)
15. 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



SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IDBL.

Date:

**1LINK (PVT.) LTD.**

1HQ, Lower Floor, Park Towers, Clifton Block 5, Karachi, Pakistan  
+92 21 11 11 1LINK (15465) www.1link.net.pk 1LINK Pvt.Ltd 1LINK Pvt.Ltd



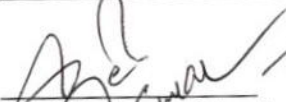



M/S 1 Link Pvt Ltd

F. Bid Evaluation Criteria	
2.5.8	Criteria to Bid evaluation is presented below:

The contract will be awarded to the successful Bidder whose bid will be found technically compliant and has offered the lowest cost and emerged as most advantageous bid. Proposed Bidder must qualify following criteria:

S. No.	Requisite	Evidence Attached	Compliance / Proof	
1	Minimum 05 Years in Business in the relevant field	Letter of Incorporation / Bidder Registration Letter / Letter or Declaration of Commencement of Business / NTN (attach as Annexure "1")	Yes ✓	No
2	Turn Over in last 3 Years should be at least 30 Million	Audit Report / Tax Return (attach as Annexure "2")	Yes ✓	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attach as Annexure "3")	Mandatory ✓	
4	Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure "4")	Yes ✓	No
5	Bidder should provide Valid Manufacturing Authorization  Certificate for Manufacturing of DEBIT CARDS	Certificate from Manufacturer & Provide at least 5 sample DEBIT Cards (attach as Annexure "5")	Yes ✓	No
6	The DEBIT CARD manufacturing facility must be in compliance with PayPak / 1 Link and EMV Standards	Attach Certificates (attach as Annexure "6")	Yes ✓	No
7	Manufacturer of DEBIT Cards should be ISO Certified	Attach Certificate (attach as Annexure-"7")	Yes ✓	No
8	Bidder must provide list of clients for supply of DEBIT CARDS in Pakistan	Attach Purchase Order (attach as Annexure "8")	Yes ✓	No
9	Debit Card must be produced by PayPak approved debit card manufacturer	Pay Pak Certificates from Manufacturer (attach as Annexure "9")	Yes ✓	No
10	Bidder must be Authorized from 1 Link for Manufacturer PayPak Debit Cards	Attach Authorized Letter (attach as Annexure "10")	Yes ✓	No
Qualified / Disqualified				

  
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

**Signature**  
  
  




M/S I Link Pvt Ltd

### SECTION -III TECHNICAL SPECIFICATIONS/SCOPE OF WORK

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MifareTM-compatible (Mifare is a trademark of NXP)	Mifare Classic 1K - 4 bytes NUID (Mifare Classic 4K and 7 bytes UID support is possible on request - Please consult your technical consultant) Mifare Access applet as an option to personalize Mifare Classic through the contact interface
Single applet	Yes, supports 3 to 7 instances depending on configuration
Type Standard compliance Magnetic Stripe	Dual Interface ISO 14443-1 compliant ISO 7816 -4, -5 compliant
Quantity	500,000
Delivery Time	Within 8 Weeks
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Delivery Time: Within 12 to 14 Weeks

#### PRE BID MEETING:

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Faraz Ahmed  
Admin Div

Syed Rizwan  
PSD Div

Syed Khuram Waheed  
I.T Div

ATTENDANCE SHEET  
 BID OPENING -

FOR SELECTION OF Pay Pak Desert Hazi Cards

Date: 27/12/2024


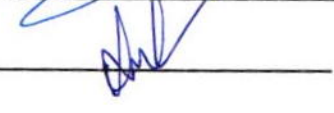


S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	LINK	By E-SUBMISSION			

Signature –Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

  
  
  
 For I.T Div 

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

TYPE OF PROCUREMENT

✓  
ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

PAY PAK HAZI DEBIT CARDS

TYPE OF TENDER

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

OPENING DATE

27/12/2024

OPENING TIME

1000Hr

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

BID OFFERED

/

I Link

B\$1,075,000/-

TOTAL BIDS ACCEPTED FOR EVALUATION

01

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. [Signature]

Head - Admin Div. [Signature]

Member-IDBL. [Signature]

Date: [Signature]

[Signature]

[Signature]


Date: 16/01/25

**Subject: Certificate Compliance of SPPRA Rule 48 TENDER REF NO. SNDB / ADMIN / TD / 1414/ 2024**

This is to certify that as only one bid was received against the tender, so Rule 48 has been complied with detail as follows.

Market Price	Current Tender Price
1,386,500 US\$	1,075,000 US \$ Rs. 299,656,250

Syed Khurram Waheed AVP-II I.T / Division



**Members – 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

**Signature**







37422

ANIL RAJPUT  
STAMP VENDOR  
GoS-KHI-05

Shop No.113, New Ruby  
Centre, M.A Jinnah Road,  
Karachi.

Sale Register Serial No.

Date of Issue:

14.05.2025

Paper Issued to:

1 LINK (PVT) LTD [42501-1441054-7]

Address:

PARK TOWER, Karachi

Contact No.

0316-2960243

Purpose:

Agr

Challan No.

20254BD97BFDB32D

Date:

09.05.2025

Please Write Below This Line



You can verify your Stamp paper by scanning the QR code or online [www.estamps.gos.pk](http://www.estamps.gos.pk) by using the "Verification Through Web" option before purchased.

### PERSONALIZATION SERVICES

**This Personalization Services Agreement** (the "Agreement") is made and entered into at Karachi on this the 23<sup>rd</sup> day of May, 2025 (the "Effective Date").

### BY AND BETWEEN

**Sindh Bank Limited**, a banking company incorporated and existing under the laws of Islamic Republic of Pakistan having its registered office/place of business at 3<sup>rd</sup> Floor Federation house Clifton Karachi, Pakistan, hereinafter referred to as the "**CUSTOMER**" which expression shall where the context so permits, be deemed to mean and include its administrators, authorized representatives, successors in interest and permitted assigns) of the First Part;

### AND

**LINK (PRIVATE) LIMITED**, a company incorporated under the Companies Act 2017, having its registered office at 1HQ, Lower Floor, Park Towers, Clifton, Karachi (hereinafter referred to as "**LINK**" which expression shall, where the context so permits, be deemed to mean and include its administrators, authorized representatives, successors-in-interest and permitted assigns) of the Second Part.

(Collectively the CUSTOMER and LINK shall be referred to as "**Party**" or "**Parties**", which expressions shall where the context, so permits be deemed to mean and include their administrators, authorized representatives, successors-in-interest and permitted assigns)

### WHEREAS:

- LINK has established the Perso Bureau to enable Members (defined below) to carry out request of Personalization and Fulfillment of cards.
- The CUSTOMER is desirous to avail Personalization Service(s) provided by LINK as a Card Receiving entity.
- Now the Parties are willing to execute this Agreement to record their mutual understanding with respect to the foregoing.

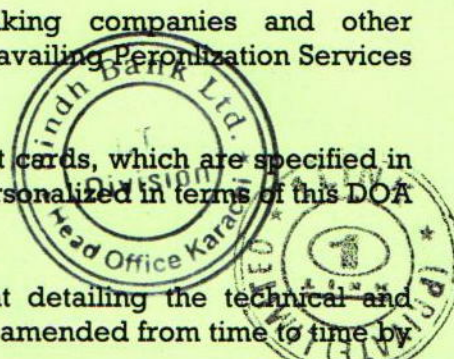




**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS**

- a) **"Applicable Laws"**: means any common or customary law, constitutional law, special law any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline by State Bank of Pakistan, policy, requirement or any other governmental direction having the force of law and any form or decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any governmental authority, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable to any of the Parties.
- b) **"Authority"**: means any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank) or other recognized entity of any kind or other person exercising executive, legislative, judicial, regulatory or administrative functions, which expression may where the context so requires refer to the **"Competent Authority"**;
- c) **"Batches"**: means with respect to a Purchase Order for Personalization, the frequency and volumes for delivery of Products and the term "Batch" shall be interpreted accordingly;
- d) **"Business Day"**: means a day on which banking companies in Pakistan are open for general banking business;
- e) **"Card"** means Debit cards issued with CUSTOMER's and PayPak Logo, as per the Agreement.
- f) **"Cardholder"**: means the holder of a payment card issued by the CUSTOMER;
- g) **"Card Receiving Entity"** means the bank, I LINK Affiliate or PayPak Affiliate intends to avail Personalization Services for its Cards from I LINK.
- h) **"Customer"** as defined in preamble and recitals.
- i) **"Force Majeure"**: means any cause beyond the control of a Party, affecting the performance and obligations of that Party, arising from acts, events, omissions, happenings or non-happenings or due to any, including but not limited to acts of God, wars, riots, strikes, accident, explosion, fire, government restrictions, pandemics, biological and/or chemical contamination of the premises, and/or act of terrorism or any other cause beyond its reasonable control.
- j) **"Fulfillment" and/or "Card Fulfillment"** means the packing of Products along with welcome letters, inserts, terms and conditions into envelopes as per the specifications provided in the Operating Guidelines;
- k) **"Materials"**: means card carriers, inserts, envelopes, welcome brochures, and personalized or impersonalized letters dispatched with a Product and pertaining to the CUSTOMER.
- l) **"Members"**: mean and includes such banking companies and other entities/Affiliates/Customers that are desirous of availing Personalization Services from I LINK;
- m) **"Offered Products"**: means the type of payment cards, which are specified in the Operating Guidelines as capable of being Personalized in terms of this DOA and the Operating Guidelines;
- n) **"Operating Guidelines"**: means the document detailing the technical and procedural aspects of the Services which may be amended from time to time by





LINK, which expression where context so permits may refer to PayPak Operating Guidelines and Operating Guidelines for Perso Members (attached in Annexure B):

- o) **"Personal Data"**: means all data and other information about or pertaining to the Cardholders provided by the CUSTOMER for the purposes of this Agreement;
- p) **"Personalization"** means, with respect to the Offered Products: (i) encoding on magnetic-stripe, chip configuration, and uploading of Personal Data; (ii) embossing/indenting of Cardholder data, including but not limited to name, card number, card validity date (issue date and expiry date); and (iii) and personalized printing of welcome letter, in terms of this Agreement and the Operating Guidelines, and the expression "Personalized" and/or "Personalization Services" shall be interpreted accordingly;
- q) **"Products"**: means the Offered Products which have been Personalized by LINK, from time to time, in terms of this Agreement.
- r) **"Profile"**: means the payment card profiles available for Personalization;
- s) **"Project Appendix"** :means the document pertaining to procurement of Personalization, prepared in accordance with the Operating Guidelines;
- t) **"Safety Stock"**: means the stock of Stationery, Materials, or cards stored with/by LINK in terms of this Agreement.
- u) **"SBP"**: means the State Bank of Pakistan.
- v) **"SBP Account"**: means an account that a banking entity, maintains with the Banking Service Corporation, Karachi Office of the SBP, which expression will, where the context so requires, refer to the SBP Account of the Customer;
- w) **"Schedule of Charges"**: means the charges specified in LINK Schedule of Charges ("**SOC**") document (attached in Annexure A), and which may be amended from time to time by LINK;
- x) **"Services"**: has been defined in Clause 2;
- y) **"Service Level Agreement"**: means LINK's commitment with respect to the level of quality and timelines of its obligations under this Agreement as specified in the Operating Guidelines;
- z) **"Stationery"**: means the card carrier, mailer, envelop, inserts;
- aa) **"Taxes"**: means all federal or provincial present and future taxes, duties (including stamp and other duties), fees, surcharges, levies, imposts, deductions, octroi, excise duty, customs duty, sales tax and registration charges and any other charges and withholdings whatsoever, together with any penalties payable in connection with any failure to pay or delay in paying any of the above;
- bb) **"Unit Price"**: means the LINK charges per card, as mentioned in Annexure A.

#### Interpretation

- a) Unless the context otherwise requires or unless otherwise specified, in this Agreement any reference to:
  - (a) words importing the singular shall include the plural or vice versa;
  - (b) this Agreement or to any other instrument is a reference to this Agreement or that instrument as amended, supplemented or novated from time to time and includes a reference to any instrument which amends, waives, is supplemental to, novates or is entered into, made or given pursuant to or in accordance with any of the terms of this Agreement or any such other instrument;
  - (c) any person or entity shall be construed so as to include their respective successors, legal heirs and assigns from time to time;



- (d) references to persons include bodies corporate, firms and unincorporated associations;
- (e) this Agreement or any other instrument shall be construed as a reference to this Agreement or such other instrument together with any recitals, Schedules or Annexures thereto, all as amended, varied, restated, novated or supplemented;
- (f) a paragraph, article, clause, schedule or annex of this Agreement or any other instrument shall be construed as a reference to a paragraph, article, clause, schedule or annex to this Agreement or such instrument;
- (g) a Schedule or Annexure to an Agreement or other instrument shall be integral part of each of this Agreement or such instrument;
- (h) a statute, enactment, rule, regulation or order shall be construed as a reference to such statute, enactment, rule, regulation or order as the same may have been, or may from time to time be, amended or re-enacted and all subsidiary legislation and other instrument made under or deriving validity therefrom;
- (i) a time of day shall be construed as a reference to Pakistan Standard Time; and
- (j) headings in and the list of contents in this Agreement are for ease of reference only and shall be ignored in the construction of this Agreement.

## **2. SCOPE OF SERVICES**

- 2.1 In terms of this Agreement, 1LINK has agreed to provide and the CUSTOMER has agreed to procure the following services from 1LINK from time to time ("**Services**"):
- (a) Plastic Procurement
  - (b) EMV Data Prep;
  - (c) Stationery Procurement
  - (d) Personalization/Card Personalization;
  - (e) Card Fulfillment;
  - (f) creation of PayPak Profiles in accordance with Clause 2.2; and
  - (g) storage of Safety Stock in accordance with Clause 8.
- 2.2 In the event the CUSTOMER wishes to procure Personalization with Profiles other than those available in the Operating Guidelines, 1LINK shall undertake creation of such Profile in accordance with the Operating Guidelines and applicable Schedule of Charges ("SOC"), the same shall be considered an additional/supplementary service.
- 2.3 1LINK shall also provide EMV Data Prep in terms of this Agreement and the Operating Guidelines to enable the CUSTOMER to undertake personalization of Offered Products through its own resources.
- 2.4 The CUSTOMER shall have the option of procuring Fulfillment of Products by 1LINK along with Personalization in terms of this Agreement and the Operating Guidelines.
- 2.5 In the case the CUSTOMER requires Personalization with Fulfillment then they will need to provide the embossing file with the mailer details in 1LINK Perso Bureau format mentioned in Annexure E. Also sample of 100 items each of the Stationery as per Annexure D would be required for test run on the fulfillment machine. Post approval by 1LINK Perso Bureau, the stationery will be utilized for cards fulfillment during the onboarding process.
- 2.6 The CUSTOMER shall provide their Card Management System (CMS) input embossing file on PayPak file format (Annexure E) or the prepared



embossing/indenting encrypted data for Card Personalization Services.

- 2.7 The CUSTOMER shall ensure that Personal Data shall be provided to 1LINK in the format specified in the Operating Guidelines.
- 2.7 1LINK shall ensure that the Service Level Agreement specified in the Operating Guidelines shall be maintained at all times with respect to the Services.
- 2.8 Operational, technical and other modalities to provide Services under provisions of this Agreement shall be in accordance with the Operating Guidelines. 1LINK reserves the right to amend the Operating Guidelines from time to time and shall give reasonable notice of the same to the CUSTOMER.

### **3. ORDERING PROCEDURE**

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- 3.1 In order to procure Services under this Agreement, the CUSTOMER shall, from time to time, submit to 1LINK a written purchase order in accordance with the format specified in the Operating Guidelines (the "**Purchase Order**"). 1LINK shall acknowledge receipt of such Purchase Order within two (02) Days of receipt of the same and commence performance of the relevant Services. Provision of Services by 1LINK as per the Purchase Order shall be subject to the stipulations in the Operating Guidelines regarding standards, timelines, delivery, etc.
- 3.2 In the first instance of the CUSTOMER procuring Personalization of a particular Offered Product, the CUSTOMER shall intimate its intention of the same to 1LINK. 1LINK shall, within a reasonable period and subject to timely provision of necessary information by the CUSTOMER, provide the Project Appendix in accordance with the Operating Guidelines for the aforementioned Personalization. The Project Appendix, shall, inter alia, set out pre-requisites to be satisfied by the CUSTOMER for such Personalization and specify ongoing action-items to be undertaken by the CUSTOMER. Upon satisfaction of such pre-requisites, the CUSTOMER shall place the Purchase Order for such Personalization with 1LINK. Such Project Appendix, unless 1LINK communicates otherwise, shall be applicable.
- 3.3 Cancellation of a Purchase Order by the CUSTOMER shall be subject to notice requirements and charges specified in the Operating Guidelines and/or SOC.

### **4 GENERAL DELIVERY CONDITIONS**

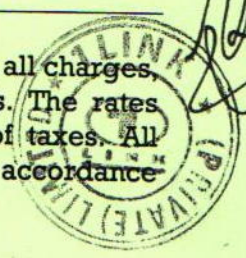
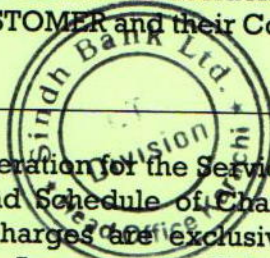
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- 4.1. The Services ordered shall be delivered in accordance with the provisions of the Operating Guidelines.
- 4.2. The Purchase Order for Personalization shall state the applicable Batches which shall be subject to limits specified in the Operating Guidelines. Provided, however, that Personalization shall be subject to escalation of pricing if delivery of Batches goes beyond (i) the period, and/or (ii) Minimum Order Quantity, as specified in Article 8 (Minimum Order Quantity) of this Agreement.
- 4.3. Upon completion of delivery of Services by 1LINK in accordance with the procedures stipulated in accordance with the Operating Guidelines, the CUSTOMER agrees that 1LINK shall not be liable for any damage, corruption, or physical abuse with respect to the Products, Stationery, or Materials. Data confidentiality lies with 1LINK during the Personalization of Cards while physical liability is with the courier.
- 4.4 Courier services will be arranged by the CUSTOMER. All accidentals incidentals, insurance etc., will be handled between the CUSTOMER and their Courier company.

### **5 PRICES AND PAYMENT TERMS**

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- 5.1. The CUSTOMER agrees to pay 1LINK the remuneration for the Services, all charges, fee and other amounts as per Annexure A and Schedule of Charges. The rates specified in the Annexure A / Schedule of Charges are exclusive of taxes. All applicable charges which are not mentioned in Annexure A will be in accordance with the Schedule of Charges.





- 5.2. 1LINK shall invoice the CUSTOMER for Services delivered in accordance with the Operating Guidelines within five (05) days of such delivery.
- 5.3 In the case annual/minimum orders specified in Article 8 and/or Annexure A for the Services are not met, prices may be reviewed at discretion of 1LINK, and CUSTOMER will be liable to pay differential amount of preceding orders.
- 5.4 If delivery of Batches goes beyond (i) the period, and/or (ii) Minimum Order Quantity, as specified in Article 8 (Minimum Order Quantity) of this Agreement, the price/Unit Price will be escalated at sole discretion of 1LINK.
- 5.5 The CUSTOMER shall be obligated to pay for the Services performed and obligations accrued at the time of Termination. 1LINK shall be entitled to compensation after termination, in respect of any ongoing Services rendered by 1LINK. If the Customer has already procured/ordered Minimum Order Quantity as on termination date, maximum liability of the Customer shall be restricted to payment of such Services for the actual number of cards in process or ordered as on the termination date.
- 5.6 The CUSTOMER hereby authorizes 1LINK to debit its current account maintained at SBP - BSC Karachi Office for settling all amounts due to 1LINK under this Agreement and shall ensure that sufficient balance will be maintained therein for such purpose.
- 5.7 1LINK reserves the right of periodic revision in its Schedule of Charges. Any adjustment to any amount(s) in the Schedule of Charges shall not be applicable in relation to Services in respect of which a Purchase Order was submitted by the CUSTOMER to 1LINK prior to being notified of such alteration, provided such clause is mentioned in Purchase Order and was agreed upon by 1LINK.
- 5.8 Without prejudice to the generality of the confidentiality obligations contained herein, the CUSTOMER shall not disclose pricing terms of this Agreement to any other entity, except as may be required under Applicable Laws.
- 5.9 In the event the CUSTOMER fails to fulfil its payment obligations under provisions of this Agreement, then 1LINK has the right, immediately and without providing prior notice to the CUSTOMER, to assess and collect from CUSTOMER, by any means available to 1LINK and on a current basis as 1LINK deems necessary or appropriate, such amount, as well as the actual attorneys' fees and other costs incurred by 1LINK in connection with any effort to collect such amount from the CUSTOMER.

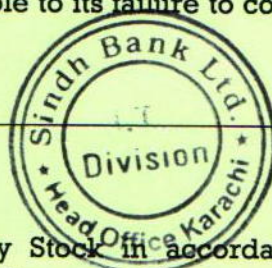
## **6 WASTE RATE**

- 6.1 The CUSTOMER acknowledges and agrees that due to manufacturing constraints, certain percentage of Stationery, Materials, and Products can be wasted or damaged as part of the Personalization ("Waste").
- 6.2 The CUSTOMER accepts a maximum percentage of maximum to five percent (05%) of Waste per year. All costs related to Materials and Stationery in excess of the tolerated Waste shall be borne by 1LINK.
- 6.3 1LINK shall report in writing to 1LINK the Waste quantities on a monthly basis as per format specified in the Operating Guidelines. Materials, Stationery, or Products shall be stored by 1LINK with the same standard of care as applied to the Safety Stock until instructions are received for delivery or destruction of the same.
- 6.4 The CUSTOMER shall ensure that Stationery and Materials shall be of the standards and specifications provided in the Operating Guidelines and hereby expressly relieves 1LINK of any liability or delays attributable to its failure to comply with the same.

## **7 STORAGE & SAFETY STOCK**

### **7.1 Duty of Care**

- 7.1.1 1LINK shall ensure storage of the Safety Stock in accordance with the standards specified in the Operating Guidelines.





## 7.2 Inventory

- 7.2.1. 1LINK shall provide MIS pertaining to inventories of Safety Stock to the CUSTOMER as per the Operating Guidelines.
- 7.2.2 Delivery or destruction of any Safety Stock shall be undertaken in accordance with the Operating Guidelines at the instruction of the CUSTOMER. 1LINK shall not be held responsible for any misuse or other liability arising out of such Safety Stock once 1LINK has completed its obligations for delivery or destruction (as applicable in terms of the Operating Guidelines). Data confidentiality lies with 1LINK during the Personalization of Cards while physical liability is with courier.
- 7.2.3 1LINK shall be entitled to remuneration for its obligations under this Clause 7.2 in terms of the Schedule of Charges.

## 8 MINIMUM ORDER QUANTITY

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- 8.1 The Customer agrees and confirms that it shall place a minimum order quantity of 100,000 (One Hundred Thousand) PayPak cards within a period of (1) years from the Effective Date of this Agreement (the "Minimum Order Quantity"). Furthermore, the Customer undertakes to place cumulative card orders totaling 500,000 (Five Hundred Thousand) cards within a period of three (3) years from the Effective Date.
- 8.2 If the CUSTOMER will not achieve Minimum Order Quantity (i) at the end of year, or, (ii) in case of early Termination, by the termination date: the CUSTOMER will be liable to pay an amount calculated on the basis of "Unit Price" per card (as mentioned in SOC/Annexure A) on deficit card volume (all remaining cards). These charges will be in addition to payment for (i) all previously ordered and consumed quantities, and (ii) orders placed but not yet consumed.

## 9 LIABILITIES & INDEMNITY

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- 9.1. In no circumstances will the aggregate of 1LINK's liability under or in connection with this Agreement in respect of any claim or series of connected claims arising out of the same cause exceed the fees payable to 1LINK for the particular Service or Batch wherefrom such claim or series of connected claims emanates.
- 9.2. Under no circumstances shall 1LINK be held liable for any reason under this Agreement for any indirect or consequential loss or damage (whether for loss of profits, operations or otherwise) costs, expenses or other claims for consequential compensation whatsoever except for those losses, costs and expenses which arise directly due to gross negligence or willful malfeasance.
- 9.3. The Customer shall indemnify and hold harmless 1LINK, its directors, employees and agents (together the Indemnified Parties) from and against any and all claims and actions asserted by a third-party for any damages, losses, obligations, liabilities, recoveries or deficiencies, costs and expenses (including, but not limited to advocates' fees and other costs, interest and expenses incidental to any suit, action or proceeding) that the Indemnified Parties may incur or suffer and which, directly or indirectly, arise out of or relate to 1LINK's obligations under this Agreement.
- 9.4. 1LINK shall not bear any liability in respect of any claim or event arising out of the Customer's failure to comply with the Operating Guidelines or the Project Appendix.
- 9.5 1LINK does not represent or warrant that the Services/Personalization are free of defect and/or mistake and, unless otherwise specifically stated, the Services/Personalization are provided on an "as-is" basis and without any express or implied warranty of any type, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event will 1LINK be liable for any indirect, incidental, special or consequential damages, for loss of profits, or any other cost or expense incurred by the CUSTOMER arising from or related to use or integration with the Services/Personalization, whether in an action in contract or in tort, and even if 1LINK or any third party has been advised of the



possibility of such damages. The CUSTOMER assumes the entire risk of use or integration with the Services/Personalization.

- 9.6 In no case shall LINK be liable to the CUSTOMER for any losses, costs, and damages attributable to or arising out of:
- a) any actions taken by LINK in reliance of the Personal Data provided by the CUSTOMER (regardless of whether such transmission was a result of a system breach, hardware/storage device errors, system malfunctioning, etc.);
  - b) any failure by the CUSTOMER to perform its obligations under this Agreement, Operating Guidelines, and/or under Applicable Laws; or
  - c) any action or omission of LINK pursuant to a direction of an Authority.
- 9.7 The indemnity and remedy available to the CUSTOMER will be governed by the procedure as set forth in Operating Guidelines.

## 10 **FORCE MAJEURE**

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- 10.1 Neither Party shall be liable for any failure or any delay to fulfill any of its obligation thereunder on so far such failure in due to Force Majeure.
- 10.2 The Parties mutually agree that, the affected Party shall:
- (a) Take all reasonable steps to prevent and avoid the Force Majeure;
  - (b) Carry out its duties to the best level reasonably achievable in the circumstances of the Force Majeure;
  - (c) Take all reasonable steps to overcome and mitigate the effects of the Force Majeure as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them;
  - (d) Upon becoming aware of the Force Majeure, promptly inform the other Party in writing that something has happened which is a Force Majeure, giving details of the Force Majeure, together with a reasonable estimate of the period during which the Force Majeure will continue;
  - (e) Within five (5) Days of becoming aware of the Force Majeure, provide written confirmation and reasonable evidence of the Force Majeure; and
  - (f) Inform the other Party when the Force Majeure has stopped.
- 10.3 If the Force Majeure continues for more than one (1) month from the date of its notification by the affected Party and has prevented either of the Parties from performing its obligations in whole or in part during that period, then the other Party shall be entitled to terminate the Agreement either in whole or in part by written notice of fifteen (15) to said Party.

## 11 **CONFIDENTIALITY**

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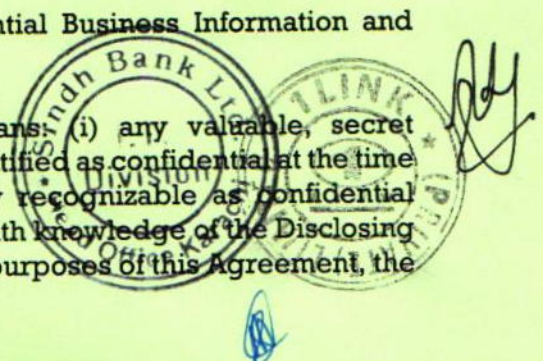
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### **11.2 Confidential Information**

### **11.3 DEFINITIONS**

- i. For the purposes of this Section (*Confidentiality of Proprietary Information*), the following terms will have the definitions set forth below:

- a) **"Proprietary Information"** means Confidential Business Information and Customer Data.
- b) **"Confidential Business Information"** means: (i) any valuable, secret business information that is designated or identified as confidential at the time of the disclosure or is by its nature clearly recognizable as confidential information to a reasonably prudent person with knowledge of the Disclosing Party's business and industry; and (ii) for the purposes of this Agreement, the





Operating Guidelines and all other information and data relating to the Agreement.

- c) **"Disclosing Party"** means the Party disclosing of any Proprietary Information hereunder, which such disclosure is directly from or through the Disclosing Party's personnel or through any other automated means.
- d) **"Receiving Party"** means the Party receiving of any Proprietary Information hereunder, whether such disclosure is received directly from or through the Receiving Party's personnel or through other automated means.
- e) **"Customer Data"** means all data and information relating to Customers of the Party(s) and Transactions which includes the Transaction Data.

ii. Notwithstanding the definition of Proprietary Information in Para 9.2.1 above, Proprietary Information does not include any information that:

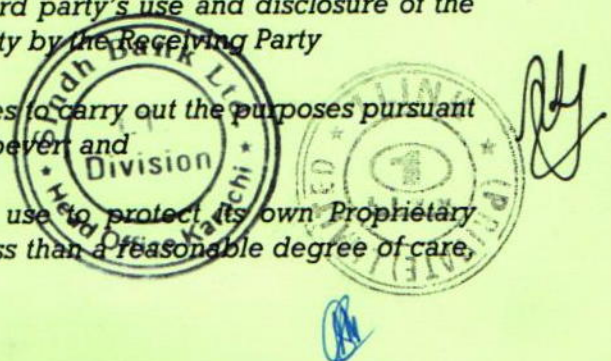
- (a) *was in the Receiving Party's possession before disclosed to it by the Disclosing Party without a duty of confidentiality on the Receiving Party.*
- (b) *is or becomes a matter of public knowledge through no fault of the Receiving Party.*
- (c) *is rightfully received by the Receiving Party from a third party without a duty of confidentiality.*
- (d) *is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Proprietary Information; or*
- (e) *is disclosed by the Receiving Party with the Disclosing Party's prior written approval.*

#### 11.4 PROPRIETARY INFORMATION

In the performance of this Agreement, each Party may disclose to the other Parties certain Proprietary Information.

#### 11.5 OWNERSHIP & USE

- i. The Receiving Party acknowledges and agrees that except to the extent otherwise expressly provided herein, the Proprietary Information of the Disclosing Party will remain the sole and exclusive property of the Disclosing Party or a third party providing such information to the Disclosing Party, and the disclosure of such information to the Receiving Party does not confer upon it any license, interest, or right of any kind in or to the Proprietary Information.
- ii. At all times and notwithstanding any termination, the Receiving Party agrees that it will:
  - (a) *hold in strict confidence and not disclose to any third party the Proprietary Information of the Disclosing Party, except as approved in writing by the Disclosing Party;*
  - (b) *only permit access to the Proprietary Information of the Disclosing Party to those of its personnel who have a need to know and have signed confidentiality agreements or are otherwise bound by confidentiality obligations substantially similar to those contained in this Agreement.*
  - (c) *be responsible to the Disclosing Party for any third party's use and disclosure of the Proprietary Information provided to such third party by the Receiving Party*
  - (d) *only use the Proprietary Information that is received to carry out the purposes pursuant to this Agreement and for no other purpose whatsoever and*
  - (e) *use at least the same degree of care it would use to protect its own Proprietary Information of like importance, but in no event less than a reasonable degree of care,*





*including maintaining information security standards for such Proprietary Information as are commercially reasonable and customary for the type of information.*

#### 11.6 PERMITTED DISCLOSURE

Notwithstanding Para 9.2.3 above, a Party may disclose the Proprietary Information in the following events:

- (a) *if required by Applicable Laws;*
- (b) *if required by an order of an Authority; or*
- (c) *if required to its professional advisors (including attorneys, lawyers, and accountants) and/or consultants and/or agents, and/or other systems subject to appropriate confidentiality obligations.*

If the Receiving Party is required to disclose Proprietary Information pursuant to Para 9.2.4 (a) or (b), it shall, to the extent legally permissible, provide written notice of such required disclosure to the Disclosing Party prior to making such disclosure.

#### 11.7 NOTICE OF UNAUTHORIZED DISCLOSURE

Each Party will immediately notify the other Party in writing about discovery of any loss or unauthorized disclosure of the Proprietary Information of the other Party.

##### 11.7.1 LIMIT ON REPRODUCTIONS

The Receiving Party will not reproduce the Disclosing Party's Proprietary Information in any form except as reasonably necessary to fulfil such Party's duties and obligations and otherwise comply with the agreements of such Party under this agreement. Any reproduction of any Proprietary Information by the Receiving Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

##### 11.7.2 DOCUMENT DESTRUCTION

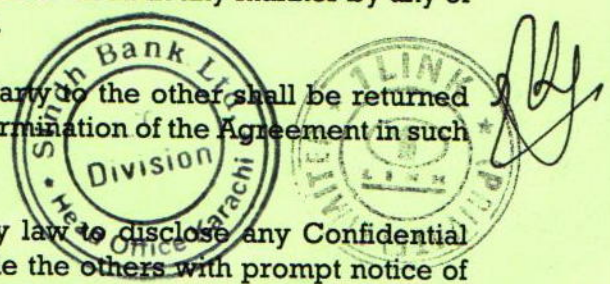
Except as otherwise set forth in this Agreement, upon the termination of the Agreement, each Receiving Party will either upon written instruction from the other Party, promptly return to the Disclosing Party all documents and other tangible (including electronic) materials containing the Disclosing Party's Proprietary Information, including all copies thereof in its possession or control, or erase or destroy all such materials.

11.8 Notwithstanding anything contained hereinabove, in case Confidential Information is available in electronic form or any such form whose deletion or destruction or return, may violate an internal retention policy or affect the system onto which data is stored, adversely, the Receiving Party may retain such Confidential Information for as long as it deems necessary, subject to the knowledge of the Disclosing party. For avoidance of doubt, in this case the Receiving Party agrees to adhere to the provisions of confidentiality in this Agreement until such time that the Receiving Party is able to destroy such Confidential Information. For the matter of clarity, upon destruction of such Confidential Information the Receiving Party shall issue a notice of destruction within a reasonable time to the Disclosing Party to this effect.

11.9 The material, literature and documents provided by each Party to the other, or which is received by the Parties from another Participating Entity in relation but not including the Transaction Data ("**Confidential Information**") shall be treated as completely confidential and shall not be disclosed, communicated or used in any manner by any of the Parties other than as specified in this Agreement.

11.10 All Confidential Information provided by each Party to the other shall be returned along with any copies thereof at the time of expiry/termination of the Agreement in such manner as the disclosing Party specifies.

11.11 If any of the Parties is requested or required by law to disclose any Confidential Information, it is agreed that such Party shall provide the others with prompt notice of





such request(s). It is further agreed that if any Party is, in the written opinion of its counsel, compelled to disclose Confidential Information under pain of liability for contempt or other material censure or material penalty, such Party may disclose such information to the extent required without liability hereunder.

#### 11.12 Security

11.13 The Parties shall institute information security policies, procedures and controls to safeguard the Confidential Information, Customer Data, and any other information exchanged for the purpose of this Agreement against any potential threat ("**Security Measures**").

11.13 1LINK may, from time to time, notify any additional requirements/guidelines in respect of Security Measures to be complied by the Bank,

11.13.1 In case of any system/security breach, fraudulent transactions among others, the **Bank** shall permit inspections/assessments of its security measures, conducted directly by 1LINK or by a third-party of its choosing.

The Participating Entities must take steps to ensure that any person acting under their authority who has access to Customer Data is subject to a duly enforceable contractual or statutory confidentiality obligation and, as applicable, uses Customer Data in accordance with the purposes contemplated hereunder.

11.4 Notwithstanding termination or expiry of this Agreement, the provisions of this clause shall survive and remain valid for a period of one (01) year following such expiration or termination.

#### 12 REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

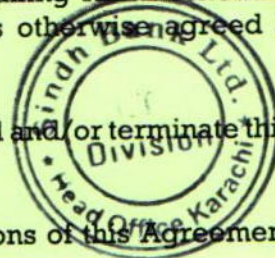
- (a) it: (i) is a company incorporated and existing under the laws of Pakistan; (ii) has the power and authority to own its property and assets and to transact the business in which it is engaged; and (iii) is not in liquidation nor to its knowledge is threatened with the same;
- (b) it has the necessary legal power, authority, and regulatory approvals to execute and deliver this Agreement and to carry out the terms and provisions hereof and has taken all necessary action to authorize the execution, delivery and performance of the same; and
- (c) this Agreement is a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms.

#### 13 TERM & TERMINATION

13.1 Unless terminated in accordance with the provisions of this Article 13, this Agreement will commence on the Effective Date mentioned herein above and shall remain valid for a period as specified in Article 8 (if any) or till the delivery of Minimum Order Quantity as specified in Article 8 (if any), whichever comes earlier. In the event there is no aforementioned obligations w.r.t. period and Minimum Order Quantity in Article 8, the Agreement will commence on the Effective Date mentioned herein above and shall remain valid until for a period of 1 (one) year thereafter. After expiry of the aforementioned term, the Agreement can be renewed, with the mutual consent only, for any successive periods as mutually agreed by the Parties. In case of such renewal, all fee and charges as mentioned in prevailing 1LINK Schedule of Charges (SOC) will become effective immediately, unless otherwise agreed between the Parties.

13.2 1LINK shall have the right to forthwith limit, suspend and/or terminate this Agreement in the event:

- b) the CUSTOMER is in breach of the provisions of this Agreement, Operating Guidelines, or Applicable Laws;
- c)





- d) the CUSTOMER fails or refuses to make payments in the ordinary course of business or becomes insolvent, makes an assignment for the benefit of creditors, or seeks the protection, by the filing of a petition or otherwise, of any bankruptcy or similar statute governing creditors' rights generally;
- e) any Authority serves a notice of intention to suspend or revoke, or suspends or revokes, the operations of the CUSTOMER;
- f)
- g) the CUSTOMER: (i) directly or indirectly engages in or facilitates any action or activity that is illegal, or that, in the reasonable opinion of LINK, and whether or not addressed elsewhere in this Agreement, has damaged or threatens to damage the goodwill or reputation of LINK; or (ii) makes or continues an association with a person or entity which association, in the good faith opinion of LINK, has damaged or threatens to damage the goodwill or reputation of LINK;
- h) the CUSTOMER fails to timely provide to LINK information requested by LINK and that the Participant is required to provide pursuant to these BPS T&C's;
- i) the CUSTOMER is, in the good faith opinion of LINK, the victim of a System Breach or potential System Breach;
- j) the CUSTOMER is subject to any suspension, investigation, blacklisting, or other form of sanction of any global payments scheme or similar financial institution or authority; or
- k) LINK has reason to believe that the CUSTOMER is, or is a front for, or is assisting in the concealment of, a person or entity that engages in, attempts or threatens to engage in, or facilitates terrorist activity, narcotics trafficking, trafficking in persons, activities related to the proliferation of weapons of mass destruction, activity that violates or threatens to violate human rights or principles of national sovereignty, or money laundering to conceal any such activity.
- l)
- m) any total or partial transfer by the Customer of any of its rights or obligations under this Agreement without LINK's prior written consent.

13.3 Either Party may at any time terminate this Agreement, without assigning any reason, by giving Ninety (90) days prior written notice. The Parties mutually agree and acknowledge that;

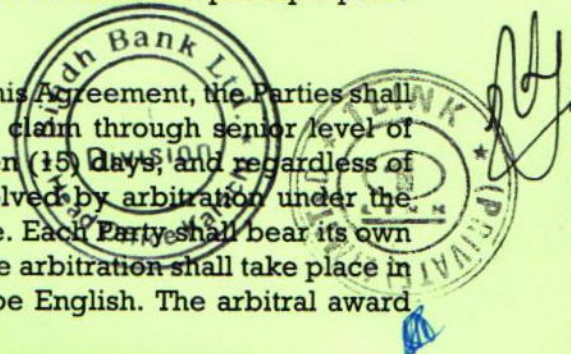
- a) The exercise of any termination right by LINK shall not grant the CUSTOMER any right to any compensation whatsoever.
- b) The exercise of any termination right by one Party shall not prejudice the right for LINK to claim compensation, in accordance with the provisions of this Agreement.

13.4 The exercise of any termination right by one Party shall not release either Party from any liability which, at the time of such termination, has already accrued to the other Party or which is attributable to a period prior to such termination.

#### **14 GOVERNING LAW AND SETTLEMENT OF DISPUTES**

- n) 14.1 The Agreement shall be governed and construed in accordance with the Laws of Islamic Republic of Pakistan and principal place for adjudication shall be Karachi.

14.2 With regard to any dispute between the Parties as to this Agreement, the Parties shall attempt in good faith to resolve any controversy or claim through senior level of management. If they are unable to do so within fifteen (15) days, and regardless of the cause of action alleged, the claim shall be resolved by arbitration under the Arbitration Act of 1940, as amended from time to time. Each Party shall bear its own attorney's fees and costs related to the arbitration. The arbitration shall take place in Karachi and the language of the proceedings shall be English. The arbitral award





shall be binding on the Parties.

## 15 NOTICES, REPORTING & MONITORING

- 15.1 Any Notices pursuant to the Agreement, unless otherwise provided for by particular clauses thereof, must be effected in writing by registered letter with acknowledgement of receipt, telegram or fax, email with delivery receipt, and shall be understood as effectively and validly performed on the date of the postmark on the receipt or telegram, or if sent by fax, on the date of receipt of the transmission as long as it is addressed as followed:

- if to lLINK:

Postal Address: Suite 211-212, Office Wing, Park Towers, Clifton, Karachi, Pakistan

Telephone Numbers:

Fax: +9221 35830721

Email: \_\_\_\_\_@llink.net.pk

- if to the Customer:

Postal Address:

Telephone Numbers:

Fax:

Email:

- 15.2 For day-to-day business activities, exchange of information, reporting and monitoring, the Parties shall refer to the contact list set forth in Annexure C.

- 15.3 Notwithstanding with article 15.1 and 15.2 above, the Parties can update list of contacts, periodically, through lLINK contact directory.

## 16 SEVERABILITY

If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force and the invalid provision will subsequently be declared to be severed from the Agreement. If such invalidity or unlawfulness becomes known or apparent to either Party, then the Parties agree to negotiate promptly in good faith in an attempt to make appropriate changes and adjustments to achieve as closely as possible, consistent with applicable law, the intent and spirit of such invalid or unlawful provision.

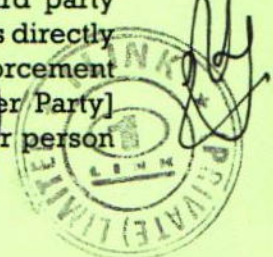
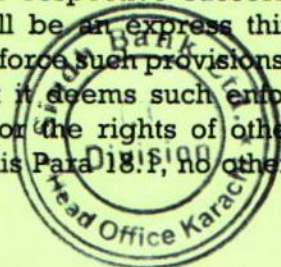
## 17 EQUITABLE REMEDY

If a Party should breach or threaten to breach any provision of this Agreement, the non-breaching Party, in addition to any other remedy they may have at law or in equity, will be entitled to seek a restraining order, injunction or similar remedy in order to specifically enforce the provisions of this Agreement. Each Party specifically acknowledges that money damages alone would not be an adequate remedy for the injuries and damages that would be suffered and incurred by the non-breaching Party as a result of a breach of any provision of the Agreement.

## 18 THIRD PARTY RIGHTS

o)

- p) 18.1 This Agreement shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and permitted assigns, and each of the Party shall be an express third party beneficiary hereof and shall have the right to enforce such provisions directly as if it were a party hereto and to the extent it deems such enforcement necessary or advisable to protect its rights [or the rights of other Party] hereunder. Except as otherwise provided in this Para 18.1, no other person will have any right hereunder.



18



- q) 18.2 Each Party hereby acknowledges and agrees that it assumes all obligations in relation to the other Party as provided under their respective Agreement as if the other Party were a party thereto.

## **19 ASSIGNMENT AND TRANSFER**

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- 19.1 The Parties acknowledge that they may be consolidated or amalgamated with, merged with or into, or acquired. In the event of such consolidation, amalgamation, merger or acquisition, the Parties shall be entitled to assign, novate, delegate, sub-contract, outsource, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement to the resulting entity or acquiring institution at any time without the prior consent of the other Party.
- 19.2 In the event of such consolidation, amalgamation, merger or acquisition, the relevant Party shall notify the other Parties thirty (30) days prior to the consummation of such transaction.
- 19.3 Except as otherwise stated in 19.1, the CUSTOMER shall NOT have the right to sublet, aggregate, assign, transfer or subcontract any of its obligations, duties or services rendered to it by 1LINK, under provisions of this Agreement, without prior written consent of 1LINK.

## **20 RELATIONSHIP BETWEEN PARTIES**

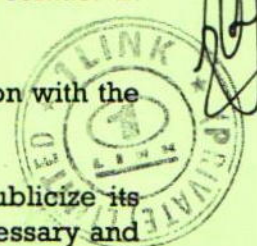
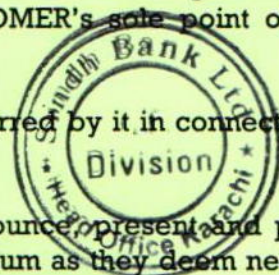
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- 20.1 The relationship between the Parties is one of independent entities and nothing contained in the Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of principal and agent between the Parties.
- 20.2 Parties, their personnel, employees, agents or sub-contractors shall not hold themselves out to be an employee, agent or servant or any subsidiary or affiliate thereof nor shall they have any authority/right to bind in any manner.
- 20.3 The Parties will have no authority to make statements, representations or commitments of any kind or take any other action binding the other Parties, except as specifically provided in this Agreement.
- 20.4 Nothing herein contained shall be deemed to be construed as creating any exclusive relationship between the Parties.

## **21 MISCELLANEOUS**

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- 21.1 The Parties shall agree at all times to comply with their respective obligations as set out in the Operating Guidelines.
- 21.2 The Parties shall be responsible to ensure compliance with all Applicable Laws, including but not limited to requirements prescribed by the SBP in relation to the security measures, electronic payments, pre-paid cards, and payment cards. 1LINK shall bear no liability in this regard, on behalf of or for the actions of the Customer.
- 21.3 Any amendment to this Agreement shall be binding between the Parties only if made in writing and countersigned by the Parties.
- 21.4 Any failure or delay by either Party in exercising any right or remedy shall not constitute a waiver.
- 21.5 1LINK reserves the right to sub-contract all or part of its obligations under this Agreement. However, 1LINK shall be the CUSTOMER's sole point of contact in relation to this Agreement.
- 21.6 Each Party shall bear the costs and expenses incurred by it in connection with the preparation and execution of this Agreement.
- 21.7 The CUSTOMER hereby authorizes 1LINK to announce, present and publicize its availing of Services from 1LINK, through any medium as they deem necessary and



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appropriate. Further, the Customer will ensure that 1LINK logo is prominently used in their marketing, media and informatory campaigns related to the Services.

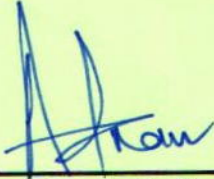
- 21.8 The CUSTOMER hereto affirms and confirms that nothing in this Agreement, that contemplates or requires that the CUSTOMER must charge, pass on or otherwise recover any charges relating to the Card, Personalization Services and Fulfillment, from its own consumer/Cardholders. However, the CUSTOMER is free to determine its schedule of charges vis-à-vis its Cardholders/consumers.
- 21.9 The Parties shall at all times comply with all applicable anti-bribery and anti-corruption laws of Pakistan and shall not, in the conduct of its business under provisions of this Agreement, engage in corrupt practices, and shall neither offer, pay, request or accept bribes nor indulge in corruption, money laundering and other prohibited business practices.
- 21.10 The terms and conditions set forth in this document constitute the entire understanding between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral, between the Parties, if any, with respect to the subject matter of this Agreement.
- 21.11 Without affecting any other rights of 1LINK under this Agreement, 1LINK shall have no role or responsibility in obtaining any regulatory or other consent that may be required by the CUSTOMER for the Services.
- 21.12 The Parties agree that the Annexures, Appendices, and Schedules form an integral part of this Agreement.
- 21.13 This Agreement may be executed in two (02) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.





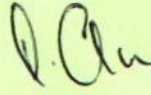
**SIGNATURE PAGE**

**IN WITNESS WHEREOF** the Parties, acting through their authorized representatives, have put their respective hands on this DOA on the day, month and year hereinabove mentioned.



For and on behalf of  
Sindh Bank Limited

Name: **Muhammad Adnan Siddiqui**  
SVP Head Information Technology  
Sindh Bank Limited  
Designation: **Head Office, Karachi**



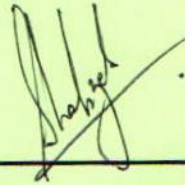
For and on behalf of  
1LINK (Private) Limited

Name: **Najeeb Agrawalla**  
Designation: **Chief Executive Officer**

**WITNESSES:**



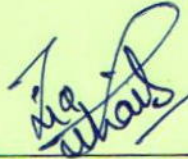
Name: **MUHAMMAD NOMAN**  
Designation: **CDO**



Name: **M. Shahzeb**  
Designation: **Business Head -**  
**Digital & Tech Solutions**  
**1LINK (Private) Limited**



Name:  
Designation: **SYED ZEESHAN-UL-HAQ**  
**SVP Information Technology**  
**SINDH BANK LIMITED**  
**Head Office, Karachi.**



Name: **M. Suhaib Zia**  
Designation: **DM - Domestic**  
**Payment Scheme - Digital & Tech**  
**Solution SBU**  
**1LINK (Private) Limited**





**ANNEXURE A**

**Commercials & Schedule of Charges**

1. Current Schedule of Charges (SOC) attached, during the tenure of the Agreement, always refer to the prevailing 1LINK SOC
2. As agreed between 1LINK and the CUSTOMER, fee/charges tabulated below will be applicable for the first year (starting from Effective Date). From 2nd year onwards, fee/charges will vary from year to year depending upon the prevailing market rate, minimum quantity of cards, etc.  
Fee/charges tabulated below are applicable for [X no.] cards to be personalized within [x] years from Effective Date. If CUSTOMER will not achieve above referred card volume/target at the end of [x] year, CUSTOMER will be liable to pay an amount (exclusive of taxes) per card on deficit card volume (remaining cards) as per provisions of Article 9 of the DOA.

Description	PayPak-Contactless Dual Interface Unit Price (USD) without tax
PayPak Contactless Card (Plastic + Personalization and fulfillment + Stationary) of [500,000] Cards	[2.15] (Per Card)

**Terms & Conditions (1LINK- Services):**

- All prices are exclusive of taxes (USD).
- Prices quoted are Ex-Karachi and valid for 15 days from the date of this proposal provision. The Open Market Exchange Rate may vary and will be taken as on the date of issuing of invoice.
- Purchase Order should be shared within the above mentioned fifteen (15) days validity period and include the scheme, card type, order quantity, unit price and validity of the order for e.g. annual or six-monthly basis.





**ANNEXURE B**

1. 1LINK's Operating Guidelines
2. PayPak Operating Guidelines
3. Operating Guidelines for Perso Members

**(ATTACHED – DURING TENURE OF THE AGREEMENT, ALWAYS REFER TO THE  
PREVAILING VERSION OF THE DOCUMENTS)**



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**ANNEXURE C**

**Contacts**

**lLINK designated contacts:**

Functions	Name	Title	Phone	Cell	e-mail
<b>Project Manager</b>	Shaheryar Siddiqui	Project Manager	021-35814987	0333-3148229	pmo@llink.net.pk
<b>Business Development Team</b>	M. Suhaib Zia	DM- Domestic payment Scheme	021-35814575	03462734356	Suhaib.zia@llink.net.pk
<b>Perso Bureau</b>	Shah Alam	Manager - Global Compliance & Perso Bureau	021-35814966	03333870127	shah.alam@llink.net.pk
<b>Escalation level 1</b>	Adeel Ashraf	(AGM) - Global Compliance & Personalization Bureau	021-35814983	0321-8209289	a.ashraf@llink.net.pk
<b>Escalation level 2</b>					

**CUSTOMER's designated contacts (CUSTOMER NAME)**

Functions	Name	Title	Phone	Cell	e-mail
<b>Project Manager</b>	Salman Munir Malik	SVP	021-35829499	0300-8098993	Salman.Malik@sindhbankltd.com
<b>Customer service</b>	Shouzab Abbas Soomro	Head of SQD	021-35829365	0300-2350130	Shouzab.soomro@sindhbankltd.com
<b>Coordinator for card delivery and pickup</b>	Syed Rizwan	Manager CFC	021-35829322	0300-2314903	Syed.rizwan@sindhbankltd.com
<b>Escalation level 1</b>	Syed Muhammad Noman	CDO	021-35829375	0335-0031892	SMuhammad.Noman@sindhbankltd.com
<b>Escalation level 2</b>	Adnan Siddiqui	Head of IT	021-35829350	0332-8282249	adnan.siddiqui@sindhbankltd.com





- To be signed by the awardee

## INTEGRITY PACT

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

Contract Number:

Dated: 17<sup>th</sup> June 2025

Contract Value: USD 1,075,000

Contract Title: NBP 500k PayPak Hari Card Personalisation

**1LINK Private Limited [The supplier]** 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, **[The supplier]** 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.

**[The supplier]** 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.

**[The supplier]** 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, **[The supplier]** 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 **[The supplier]** 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]



**1LINK (PVT.) LTD.**



## **PURCHASE ORDER**

PO No: 23052025

Date: 23-05-2025

M/s 1Link (Pvt) Ltd,  
1HQ LowerFloor Park Towers,  
Clifton,  
Karachi.

**Subject: Supply & Personalization of PayPak Hari Debit (EMV+NFC) Cards.**

**Dear Sir,**


With Reference to the Tender Bid SNDB/COK/ADMIN/TD/1414/2023 Dated 27-12-2024 For Supply & Personalization of PayPak Hari Debit ( EMV+NFC) Cards 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 PKR (Excluding All Taxes)	Total Price (PKR) (Excluding All Taxes)
1	Supply & Personalization of PayPak Hari Debit (EMV+NFC) Cards + Stuffing + Cost of Stationary.	500,000	2.15 USD (Without Tax)	1,075,000 US \$ Rs. 299,656,250/-

### **Terms & Conditions**

Payment Terms as Per Agreement.  
Taxes/Deduction Above Prices are Exclusive of all taxes.

Thank you,

  
23/05/25  
Syed Muhammad Noman  
CDO I.T Division

  
23/5/2025  
Adnan Siddiqui  
Head of IT