

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**CONTRACT EVALUATION FORM**

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

Sindh Bank Ltd/Administration

1) NAME OF THE ORGANIZATION / DEPTT. \_\_\_\_\_

2) PROVINCIAL / LOCAL GOVT./ OTHER Scheduled Bank

3) TITLE OF CONTRACT Supply & Installation of SD WAN

4) TENDER NUMBER SNDB/COK/ADMIN/TD/ 1472 /2026

5) BRIEF DESCRIPTION OF CONTRACT Same As Above

6) FORUM THAT APPROVED THE SCHEME Competent Authority

7) TENDER ESTIMATED VALUE Rs 44,951,000/-

8) ENGINEER'S ESTIMATE (For civil works only) \_\_\_\_\_

9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year

10) TENDER OPENED ON (DATE & TIME) 10/3/2025 at 10:30 AM

11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 4

12) NUMBER OF BIDS RECEIVED 4

13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 4

14) BID EVALUATION REPORT (Enclose a copy) 27/03/2025

15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S. FTCL

16) CONTRACT AWARD PRICE Rs 44,920,500/-

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. FTCL  
2) M/S. NETS  
3) M/S. JAZL  
4) M/S. WATSON

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

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

Yes	SPPRA EPADS S- 250261651 21/02/2025
No	

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

Yes	EXPRESS TRUTH DAILY JGJAL 21/02/2025
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 checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give details and 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 CREDIT, IF A ROAD:  
(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*  
**ARSHAD ABBAS SOOMRO**  
 Head of Administration & Security  
 Administration Division  
 Sindh Bank Limited  
 Head Office Karachi  
 30/3/25

**FOR OFFICE USE ONLY**

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

## INTEGRITY PACT

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

Contract Number: SNDB/HO/ADMIN/TD/1422/2025

Dated: 05/06/2025

Contract Value: PKR 44,920,500/-

Contract Title: Supply and Installation of SD-WAN solution

**Pakistan Telecommunication Company 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, **Pakistan Telecommunication Company 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.

**Pakistan Telecommunication Company 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.

**Pakistan Telecommunication Company 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, **Pakistan Telecommunication Company 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by **Pakistan Telecommunication Company Limited** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]

**Pakistan Telecommunication Company Limited**

PTCL Zonal Office South Hatim Alvi Road, Block-4, Clifton Karachi.

[www.ptcl.com.pk/business](http://www.ptcl.com.pk/business)  PTCLBusiness  PTCLBusinessSolutions

**PURCHASE ORDER**

PO No: 30052025

Date: 30-05-2025

M/s Pakistan Telecommunication Company Limited.  
PTCL Head Office, Room # 17, Ground Floor (Margalla Side),  
Ufone Tower, Plot # 55-C, Main Jinnah Avenue,  
Sector F-7/1, Blue Area, Islamabad

**Subject: SUPPLY & INSTALLATION OF SD-WAN SOLUTION.**

**Dear Sir,**


With Reference to the Tender Ref. No. SNDB/COK/ADMIN/TD/1422/2025 Dated 10-03-2025 For Supply & Installation of SD-WAN Solution at Sindh Bank Ltd Submitted by you. After detail review the Sindh Bank Ltd Management is pleased to inform that your Tender is accepted.

S.No	Description	Unit Price in PKR With Tax	QTY	Total Amount in PKR With Tax
1	High-End Core Router	Rs.1,283,273/-	2	Rs. 2,566,546/-
2	SD-WAN Branch Routers	Rs. 132,096/-	140	Rs. 18,493,440/-
3	1-year SD-WAN Subscription	Included in the Above Routers' Price	High-End Ethernet Routers QTY 2 SD-WAN Br Routers QTY 140	Included in the Above Routers' Price
4	Branches Switches	Rs. 106,632/-	140	Rs. 14,928,480/-
5	One 1 Year Hardware Support Includes:	Rs. 423,657/-	High-End Ethernet Routers QTY 2	Rs. 847,314/-
	Major & Minor Software Upgrades 24X7	Rs. 39,871/-	Branch Routers (140)	Rs. 5,581,940/-
	TAC Support, 4hr	Rs. 17,877/-	Branch Switches (140)	Rs. 2,502,780/-
	7X24 h/w Replacement on High-end Routers, NBD 8X5 h/w Replacement on Branch Routers & Branch Switches.			
Total Amount in PKR Incl: Tax				Rs. 44,920,500/-

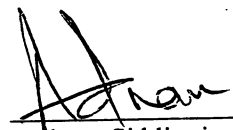
**Terms & Conditions**

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

Thank you,

*MR*  
  
Syed Zeeshan Ul Haq  
SVP-1/I.T Div

*Reviewed*  
*Accepted*

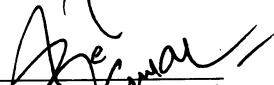
  
Adnan Siddiqui  
Head of IT.

Date:

Bid Evaluation Report		
Supply & Installation of SD-WAN Solution.		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1422/2025
3	Tender Description	Supply & Installation of SD-WAN Solution.
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA BILL HOISTING: EPADS-S- Express Tribune, Sindh Express, Daily Express (21/02/2025)
6	Total Bid Documents Received	04
7	Technical / Financial Bid Opening Date	10/03/2025 Time: 1030 Hours
8	No of Bid Technically Qualified	04
9	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost Rs 44,951,200/-	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s PTCL	Rs 44,920,500/-	1st Lowest Qualified Bidder.	Rs 30,700/- Below with the estimated cost	Accepted Being the Most Advantageous Bid	
2	M/s NETS.	Rs 47,130,403/-	2nd Lowest Bidder.	Rs 2,179,203/- Above with the estimated cost	2nd Lowest Bidder.	
1	M/s Jazz	Rs 54,063,149/-	3rd Lowest Bidder.	Rs 9,111,949 /- Above with the estimated cost	3rd Lowest Bidder	
2	M/s Wateen.	Rs 56,466,559/-	4th Lowest Bidder.	Rs 11,515,359/- Above with the estimated cost	4th Lowest Bidder.	

**Note:** Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s PTCL is the most advantageous bid and hence recommended for Supply & Installation of SD-Wan Solution.

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

**Members – Procurement Committee**


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

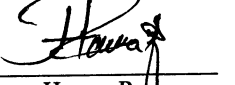
(Mr. Arshad Abbas Soomro) Head of Administration-SVP-Member


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

(Mr. Riaz Ahmed) Acting Head Of IT –EVP – Co-opted Member

(Mr. Syed Assad Ali Shah) Deputy CEO – SEVP – Co-opted Member

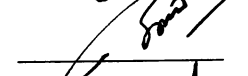
  
President / CEO

  
Hassan Raza  
AVP/Finance Division.

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

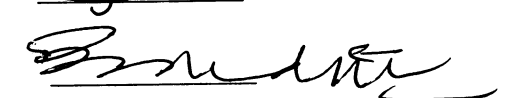
Signature











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

Sindh Bank Limited requires the Supply and installation of an SD-WAN solution. The requirement will be issued on a need basis. Therefore, the quantity may vary depending on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per the scope of work below and in this context no claim will be entertained. Payment will be made on the supply of actual numbers of items. The purchase of items will be spread over the year as needed.

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

S no.	Compliance
1	The proposed SD-WAN solution (High-end routers, Branch routers and Branch Switches) must be controlled & managed by the existing SD-WAN Controller deployed in Sindh Bank.
2	The solution should be a leader in Gartner's
3	OEM should have at least two deployments in Pakistani commercial Banks
4	The proposed SD-WAN solution components must support end-of-life beyond the next 5 years for Software/Hardware capability.
5	The proposed Branch LAN switches must be integrated with the current NAC deployed in Sindh Bank.
6	The proposed solution must include 1-year hardware and TAC support with 4-hour 24x7 OEM support & services for Core routers and SD-WAN Controllers, and NBD support & services for Branch routers and Branch LAN switches.
7	All required SD-WAN licenses must be included in the proposed solution.
8	The proposed SD-WAN solution must not have any restrictions or license requirements for WAN bandwidth at head-end Core routers or Branch routers.
9	The proposed solution must support strong encryption and hashing techniques to encrypt traffic between branch and head-end devices.
<b>S no. High-End Core Router Specifications QTY. 2</b>	
1	The proposed head-end core router must have the following specifications:
2	Required 2x head-end Core Routers/firewall, 2x for DR site.
3	Dual hot-swappable Power Supplies.
4	Minimum 4 x GE RJ45 and 4 x 1GE/10G SFP/SFP+ slots(All WAN ports can be configured asLAN)
5	Minimum 1 x GE RJ45 Management port.
6	SD-WAN-enabled router with at least 6 Gbps IPSec VPN throughput.
7	Support IPS, FW and Application Control.
8	Support at least 4 ISPs WAN links on a single Core router.
9	Support advanced routing protocols for efficient path selection.
10	Support redistribution, distributed list & IP-prefix list (route policy).
11	Support multiple VRF/Routing instances.
12	Support Two-Factor authentication.
13	Support Tacacs+, Radius and AAA.
14	Zone-based network segmentation.
15	Source/Policy-based Routing functionality.
16	IPv4 and IPv6 compliant.
17	Support Network Time Protocol (NTP) version 2, DHCP, DHCP Relay & NetFlow (or equivalent) ACLs.
18	Support gateway redundancy protocol (HSRP/VRRP).



19	Support routing protocol segmentation.
20	Support minimum 2000 IPsec VPN tunnels.
21	Must support HQoS/traffic shaping.
<b>S no. Branch Router Specifications: QTY. 140</b>	
1	SD-WAN branch router/firewall for 140 branches.
2	Minimum 2x 1G SFP and 8x 1GE RJ45 WAN/LAN interfaces.
3	SD-WAN-enabled router with at least 1 Gbps IPsec VPN throughput.
4	Support advanced routing protocols for efficient path selection.
5	Support redistribution, distributed list & IP-prefix list (route policy).
6	Support multiple VRF/Routing instances.
7	Support Two-Factor authentication.
8	Support Tacacs+, Radius and AAA.
9	Support Jumbo Frames
10	Zone-based network segmentation.
11	Source/Policy-based Routing functionality.
12	IPv4 and IPv6 compliant.
13	Support Network Time Protocol (NTP) version 2, DHCP, DHCP Relay & NetFlow (or equivalent) ACLs.
14	Support gateway redundancy protocol (HSRP/VRRP).
15	Support routing protocol segmentation.
16	Support IPS, FIV and Application Control.
17	Support a minimum 200 IPsec VPN tunnels.
18	Must support HQoS/traffic shaping.
<b>S no. Branch LAN switch Specifications: QTY. 140</b>	
1	Enterprise-class Layer-2 non-PoE switch with 24 x GE RJ45 ports and 4 x 1GE SFP slots
2	Must have a switching capacity of 56 Gbps or higher.
3	Support SD-LAN and ZTP via SD-LAN Controller.
4	Support NAC (AA, profiling etc.)
5	Must be from the same OEM vendor to support integration and visibility.

**License /Warranty / Support /**

It would be mandatory for the Bidder to provide a hardware / license /Warranty/Support for 01 year for the product and provide on-site comprehensive support, extendable at the Bank's discretion. The hardware / license /Warranty/Support period of one year would commence from the date of issue of the Completion Certificate by the Bank. During the Warranty period, the Bidder would be required to undertake all necessary modifications not falling under the purview of 'Change Management' such as updates, bug fixes, changes in the application, or any other support as and when required at no extra cost.

The licenses for the required associate/supporting tools should be provided by the bidder. One certified resident engineer (with Cisco CCNA or equivalent certification) is required for one (01) year. The resident engineer's one-year term will commence after the deployment.



**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 3<sup>rd</sup> floor, federation House Abdullah Shah Ghazi Road Karachi with prior notice for appointment.

IN MEMORY OF SHAHEED MONTAZMA BENAZIR BHUTTO



بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

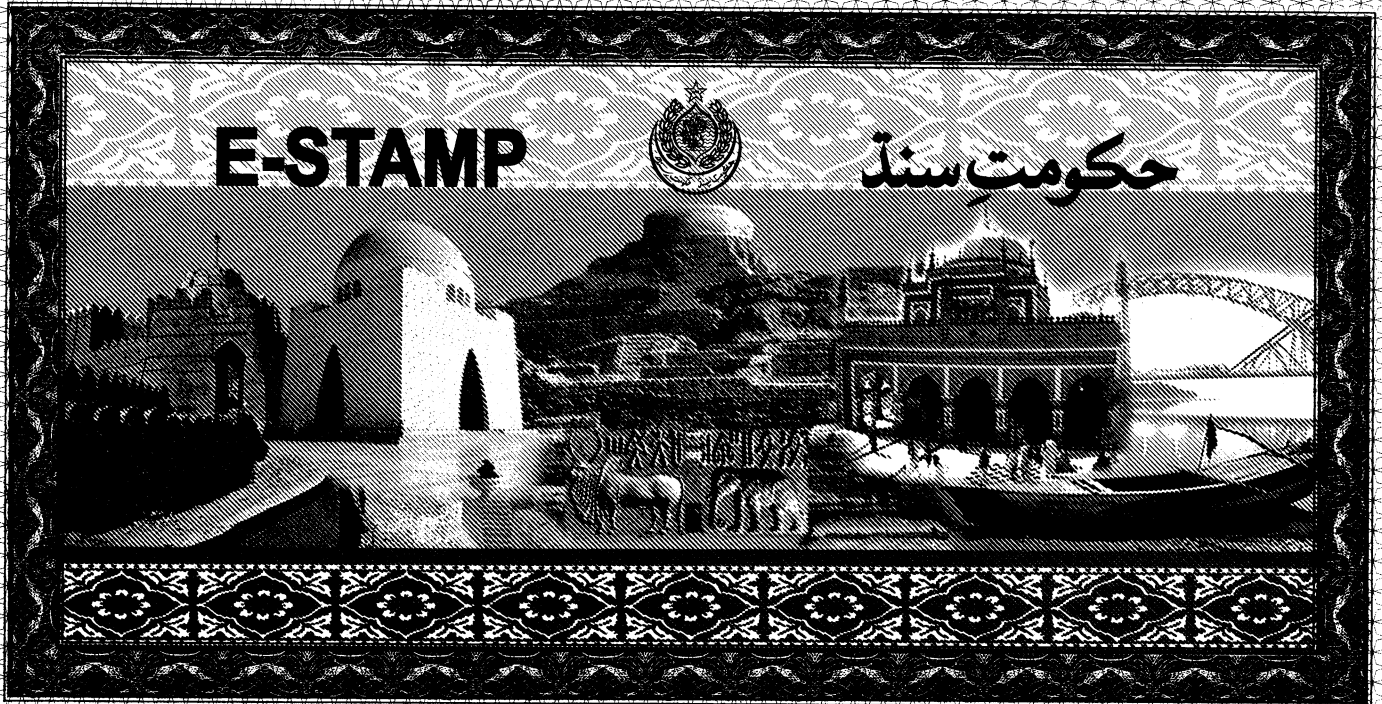
SINDH BANK

سندھ بینک

POWER TO THE PEOPLE

بالاختيار عوام





SND-0302-47734912441

GoS-KHI-6AE081494866AE2D

Non-Judicial

Rs 157,222/-

Description	: Contract - 15(a)
Principal	: Sindh Bank Limited [36540087]
Contractor	: Pakistan Telecommunication Company Limited [08015996]
Applicant	: Faizan Uddin Sheikh [41304-6680005-1]
Stamp Duty Paid by	: Pakistan Telecommunication Company Limited [08015996]
Issue Date	: 12-May-2025, 12:05:00 PM
Paid Through Challan	: 202561347970AEF2
Amount in Words	: One Lac Fifty Seven Thousand Two Hundred and Twenty Two 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](http://www.estamps.gos.pk) using the 'Verification Through Web' option.

## AGREEMENT

This Service Agreement ("Agreement") is made on this 20th day of May 2025.

Between

**Sindh Bank Limited**, a bank incorporated under the laws of Pakistan, having its head office at 3<sup>rd</sup> Floor, Federation House, Clifton, Karachi (hereinafter called the "Purchaser" and/ or "Bank", which expression shall be deemed to include its successors-in-interest, executors, authorized representatives and permitted assigns)

And

**Pakistan Telecommunication Company Limited**, a company incorporated under the laws of Pakistan having its registered office at Room No. 17, Ground Floor (Margalla Side), Ufone Tower, Blue Area, Islamabad (hereinafter referred to as the "Vendor" and/or "PTCL", which expression shall be deemed to include its successors-in-interest, executors, authorized representatives and permitted assigns).

WHEREAS the Vendor is licensed by the PTA to provide telecommunication services in Pakistan;

AND WHEREAS the Bank is inclined to purchase the goods as detailed below on the terms and conditions laid down hereinafter for the supply and installation of equipment for the Bank.



PTCL

M/R

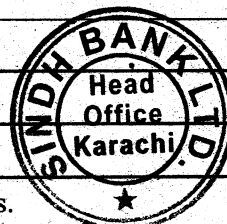
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## 1. Scope of Work

1.1 The Bank requires the supply and installation of an SD-WAN solution. The Bank will not be responsible if the quantity asked is not as per the scope of work below and in this context no claim will be entertained. Payment will be made on the supply of actual numbers of items.

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

S no.	Description
1	The proposed SD-WAN solution (High-end routers, Branch routers and Branch Switches) will be controlled and managed by the existing SD-WAN Controller deployed in the Bank.
3	The proposed SD-WAN solution components supports end-of-life beyond the next 5 years for Software/Hardware capability.
4	The proposed Branch LAN switches will be integrated with the current NAC deployed in the Bank.
5	The proposed solution includes a 1-year hardware warranty and TAC support, with 24x7 OEM support and services (4-hour response time) for core routers and SD-WAN controllers. Additionally, it includes Next Business Day (NBD) support and services for branch routers and branch LAN switches. In case of hardware failure, the Vendor will provide a replacement by the next business day.
6	All required SD-WAN licenses are included in the proposed solution.
7	The proposed SD-WAN solution does not have any restrictions or license requirements for WAN bandwidth at head-end Core routers or branch routers.
S no.	<b>High-End Core Router Specifications QTY. 2</b>
1	The proposed head-end core router has the following specifications:
2	Required 2x head-end Core Routers/firewall: 2x for DR site.
3	Dual hot-swappable Power Supplies.
4	Minimum 4 x GE RJ45 and 4 x 1GE/10G SFP/SFP+ slots(All WAN ports can be configured as LAN)
5	Minimum 1 x GE RJ45 Management port.
6	SD-WAN-enabled router with at least 6 Gbps IPSec VPN throughput.
7	Support IPS, FW and Application Control.
8	Support at least 4 ISPs WAN links on a single Core router.
9	Support advanced routing protocols for efficient path selection.
10	Support redistribution, distributed list and IP-prefix list (route policy).
11	Support multiple VRF/Routing instances.
12	Support Two-Factor authentication.
13	Support Tacacs+, Radius and AAA.
14	Zone-based network segmentation.
15	Source/Policy-based Routing functionality.
16	IPv4 and IPv6 compliant.
17	Support Network Time Protocol (NTP) version 2, DHCP, DHCP Relay and NetFlow (or equivalent) ACLs.
18	Support gateway redundancy protocol (HSRP/VRRP).
19	Support routing protocol segmentation.
20	Support minimum 2000 IPsec VPN tunnels.
21	Support HQoS/traffic shaping.
S no.	<b>Branch Router Specifications: QTY. 140</b>
1	SD-WAN branch router/firewall for 140 branches.
2	Minimum 2x 1G SFP and 8x 1GE RJ45 WAN/LAN interfaces.
3	SD-WAN-enabled router with at least 1 Gbps IPSec VPN throughput.



M/PTCL Legal

7.

4	Support advanced routing protocols for efficient path selection.
5	Support redistribution, distributed list and IP-prefix list (route policy).
6	Support multiple VRF/Routing instances.
7	Support Two-Factor authentication.
8	Support Tacacs+, Radius and AAA.
9	Support Jumbo Frames
10	Zone-based network segmentation.
11	Source/Policy-based Routing functionality.
12	IPv4 and IPv6 compliant.
13	Support Network Time Protocol (NTP) version 2, DHCP, DHCP Relay & NetFlow (or equivalent) ACLs.
14	Support gateway redundancy protocol (HSRP/VRRP).
15	Support routing protocol segmentation.
16	Support IPS, FW and Application Control.
17	Support a minimum 200 IPsec VPN tunnels.
18	Support HQoS/traffic shaping.
<b>S no.</b>	<b>Branch LAN switch Specifications: QTY. 140</b>
1	Enterprise-class Layer-2 non-PoE switch with 24 x GE RJ45 ports and 4 x 1GE SFP slots
2	Has a switching capacity of 56 Gbps or higher.
3	Support SD-LAN and ZTP via SD-LAN Controller.
4	Support NAC (AA, profiling etc.)
5	Switch from the same OEM to support integration and visibility.

**2. License /Warranty / Support:**

2.1 It would be mandatory for the Vendor to provide a hardware / license /warranty/support for one (01) year, for the product and provide on-site comprehensive support, extendable on mutually agreed terms. The warranty shall not under any circumstances whatsoever, cover the normal wear and tear of the equipment.

2.2 The hardware / license /warranty/support period of one (01) year would commence from the date of issue of the Completion Certificate by the Bank. During the warranty period, the Vendor 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 reasonably required at no extra cost.

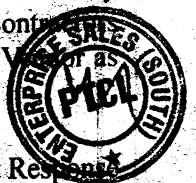
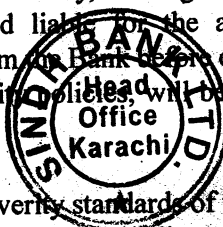
2.3 The licenses for the required associate/supporting tools should be provided by the Vendor.

2.4 Resident engineering services (with Cisco CCNA or equivalent certification) is required for one (01) year. The resident engineering services for one (01) year term will commence after the deployment.

2.5. Vendor must provide on-site comprehensive installation on one hundred and forty (140) sites and 24x7x365 support with 04 hours coverage for core devices, including escalation procedures to Original Equipment Manufacturer (OEM) if needed, while all security hardening, security policies, will be deployed by the Vendor as per the Bank's policy and guidelines.

2.6 Vendor shall ensure that all subcontractors engaged in the delivery of services on one hundred and forty (140) sites comply fully with the same security, confidentiality, and regulatory standards stipulated in this Agreement. The Vendor remains responsible and liable for the acts and omissions of any subcontractor and shall obtain prior written approval from the Bank before engaging any subcontractor for critical services, while all security hardening, security policies will be deployed by the Vendor as per the Bank's policy and guidelines.

2.7 Vendor shall contain incidents within timeframe and severity standards of the client Incident Response Plan and Procedure on 140 sites, and notify Sindh Bank as per mutually agreed terms .



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### 3. Annual Maintenance Contract (AMC)

3.1 The Bank shall enter into this Agreement with the Vendor initially for the period of one (01) year 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. This Agreement would also capture the responsibilities and obligations of the PTCL and the Bank. Any major changes in the application which will fall under the change management, the Vendor will be paid separately.

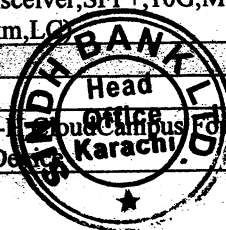
- The proposed solution must include a one (01) year hardware warranty and Technical Assistance Centre (TAC) support, with 24x7 OEM support and services (4-hour response time) for core routers and SD-WAN controllers. Additionally, it must include Next Business Day (NBD) support and services for branch routers and branch LAN switches.
- In case of hardware failure, the Vendor must provide a replacement by the next business day.
- The Vendor is responsible for delivering the required hardware to the Bank's Head Office first. After configuration, the Vendor will be responsible for delivering the hardware to the branch site.
- The Vendor will perform unboxing and post-testing.
- The Vendor will carry out end-to-end configuration of routers and switches.
- The Vendor will be responsible to integrate the hardware with the existing controller and infrastructure.
- The proposed solution shall ensure that all data transmitted between branches and head-end devices is encrypted using industry-standard encryption algorithms (minimum AES-256) and secure protocols (such as IPsec with IKEv2). The encryption methods must comply with the applicable regulatory requirements, including those mandated by the State Bank of Pakistan (SBP). The Vendor shall update them as per regulatory or industry best practices.
- The Bank reserves the right to audit, inspect, and assess the security controls, policies, procedures, and practices, to ensure compliance with the terms of this Agreement and applicable regulations. Such audits may be conducted upon reasonable notice, and Vendor shall cooperate fully and provide all required information and access without unreasonable delay for one hundred and forty (140) branch sites as per Vendor's support scope.
- The Proposed solution shall implement Multi-Factor Authentication (MFA) and enforce Role-Based Access Control (RBAC) for all administrative access, as per SBP requirements.

Proposed hardware solution (clause no. 4 – Bill of Quantity (BOQ)) has end of life beyond five (05) years. Delivery timeline for the solution would be within ten (10) to twelve (12) weeks from Agreement Effective Date.

### 4. Bill of Quantity (BOQ)

AR6710-H4T4X2Y7(C13 Britain)				
<b>1.1</b>	<b>AR6700-H Series Enterprise Routers</b>			
	02355VGU	AR6710-H4T4X2Y7	AR6710-H4T4X2Y7 assembly chassis	2
	03050MMU	SRU-700S	AR6710-H4T4X2Y7 Service and Router Unit (SRU-700S), 2*25GE SFP28, 4*10GE SFP+, 4*GE RJ45, 1*USB3.0	2
<b>1.1.1</b>	<b>AC Power Subassembly</b>			
	02131692	PAC300S12-CL	300W AC Power Module	4
<b>1.2</b>	<b>Optical Transceiver</b>			
<b>1.2.1</b>	<b>GE-SFP Optical Transceiver</b>			
	02314171	SFP-1000BaseT	Electrical Transceiver, SFP, GE, Electrical Interface Module (100m,RJ45)	8
	02315204	eSFP-GE-SX-MM850	Optical Transceiver, eSFP, GE, Multi-mode Module (850nm,0.55km,LC)	8
<b>1.2.2</b>	<b>10G-SFP+ Optical Transceiver</b>			
	02318169	OMXD3000	Optical Transceiver,SFP+,10G,Multi-mode Module (850nm,0.3km,LC)	4
<b>1.3</b>	<b>Software</b>			
<b>1.3.1</b>	<b>Subscription and Support Annual Fee</b>			
	88039BYJ	N1-AR67-H-F	N1 AR6700-Subscription Foundation(include SD-WAN),Per De	

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	88063VDR	N1-AR67-H-F-1SNS	Subscription And Support,N1 AR6700-H Campus Foundation (include SD-WAN),Per Device,1 Year(Annual fee validity period : 1 year from " PO signed plus 90 days ")	2
<b>AR5710-H8T2TS1(C7 Britain)</b>				
<b>2.1</b>	<b>AR5700 Mainframe and Module</b>			
	50010567	AR5710-H8T2TS1	AR5710-H8T2TS1,2*GE combo WAN,8*GE LAN,1*USB2.0,1*MIC slot	140
<b>2.2</b>	<b>Software</b>			
<b>2.2.1</b>	<b>Subscription and Support Annual Fee</b>			
	88037TVW	N1-AR57-F	N1 AR5700 CloudCampus Foundation(include SD-WAN),Per Device	140
	88062KUH	N1-AR57-F-1SNS	Subscription And Support,N1 AR5700 Campus Foundation(include SD-WAN),Per Device,1 Year (Annual fee validity period : 1 year from " PO signed plus 90 days ")	140
<b>2.3</b>	<b>Installation Materials</b>			
<b>2.3.1</b>	<b>Accessories of Cabinet or Chassis</b>			
	21240383	E200BMA00	IEC Box mounting ear	140
<b>CloudEngine S5735-L24T4S-A-V2(C13 Britain)</b>				
<b>3.1</b>	<b>Mainframe</b>			
<b>3.1.1</b>	<b>S5735-L Series Mainframe</b>			
	98012004	S5735-L24T4S-A-V2	S5735-L24T4S-A-V2 (24*10/100/1000BASE-T ports, 4*GE SFP ports, AC power)	140
<b>3.2</b>	<b>License</b>			
	88035YSL	N1-S57L-F-Lic	N1-CloudCampus,Foundation,S57XX-L Series,Per Device	140
	88060TQW	N1-S57L-F-SnS-1Y	N1-CloudCampus,Foundation,S57XX-L Series,SnS,Per Device,1 Year(Annual fee validity period : 1 year from " 90 days after PO signed ")	140
<b>3.3</b>	<b>Optical Transceiver</b>			
<b>3.3.1</b>	<b>GE-SFP Optical Transceiver</b>			
	02313URD	eSFP-GE-SX-MM850	Optical Transceiver,eSFP,GE,Multi-mode Module (850nm,0.55km,LC)	280
<b>AR6710-H4T4X2Y7(C13 Britain) Hub Routers</b>				
	88134UHD-5F6	02355VGU_88134UHD-5F6 12	AR6710-H4T4X2Y7 assembly chassis_Co-Care Premier AR6710- H4_12Month(s)	2
<b>AR5710-H8T2TS1(C7 Britain) Branch Router</b>				
	88134UGQ-456	50010567_88134UGQ-456 12	AR5710-H8T2TS1,2*GE combo WAN,8*GE LAN,1*USB2.0,1*MIC slot_Co-Care Standard AR5710 12Month(s)	140
<b>CloudEngine S5735-L24T4S-A-V2(C13 Britain) Branch LAN SW Non-PoE</b>				
	88134UGQ-52T	98012004_88134UGQ-52T 12	S5735-L24T4S-A-V2 (24*10/100/1000BASE-T ports, 4*GE SFP ports, AC power)_Co-Care Standard S5735-L24T4S-A 12Month(s)	140

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## 5. Financial Terms:

S. No.	Description	Unit Price (in PKR incl. taxes)	Quantity	Amount (in PKR incl. taxes)
1	High-End Core Router	1,283,273	2	2,566,546
2	SD-WAN Branch Routers	132,096	140	18,493,440
3	1-year SD-WAN subscription	included in the above routers' prices	High-End Ethernet routers (Qty: 2) SD-WAN Branch routers (Qty: 140)	included in the above routers' prices
4	Branch Switches	106,632	140	14,928,480
5	One (1) year Hardware support includes: Major and minor software upgrades, 24x7 TAC support, 4 hr. 7x24 h/w replacement on High-end Routers, NBD 8x5 h/w replacement on Branch routers and Branch switches).	423,657	High-End Ethernet routers (2)	847,314
		39,871	Branch routers (140)	5,581,940
		17,877	Branch switches (140)	2,502,780
<b>*Total Amount (in PKR) incl. taxes</b>				<b>44,920,500</b>

### Notes:

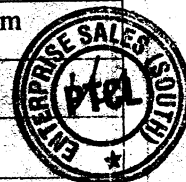
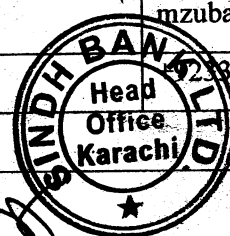
- Above prices are inclusive of taxes, however, any change in tax rates or addition of new taxes, by concerned authorities, will be applicable as per actual.
- Payment Terms / Milestones:
  - 30% payment upon equipment delivery.
  - 30% payment upon deployment & commissioning of equipment at 70 branches (Phase-1)
  - 40% payment upon deployment & commissioning of equipment at remaining 70 branches (Phase-2). It includes all the requirements mentioned in scope of work. Vendor must get clearance/completion certificate from Sindh Bank.

## 6. Support Escalation Matrix

For timely addressing of complaints given support escalation matrix will be utilized/followed: -

<b>LEVEL-1</b>	Name/Designation	Mubashir Amir / Resident Engineer
First complain if the call is not resolved "within specified response time" (24 hours)	Landline Phone	-
	Email	v.mubashiramir@ptclgroup.com
	Cell	+923318957362
<b>LEVEL-2</b>	Name/Designation	Zafar Imam / Manager Enterprise Sol. Support KHI
Second complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-1 (48 hours)	Landline Phone	-
	Email	zafar.imam@ptclgroup.com
	Cell	+923343706626
<b>LEVEL-3</b>	Name/Designation	Muhammad Zubair
Third complain, if the call is attended within "Specified Response Time" and not attended /or the problem still unresolved even after complaining at Level-2	Landline Phone	-
	Email	mzubair@ptclgroup.com
	Cell	+923330211129
<b>Note: Ensure that no column above is left blank</b>		

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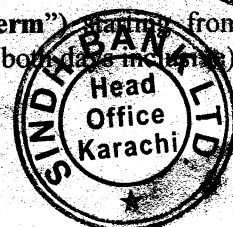
## 7. General Terms and Conditions

- 1) The Vendor will provide the performance security in the form acceptable to the Bank for ten percent (10%) of the order value for the period of ninety (90) days from the date of submission of performance security.
- 2) In case Vendor does not fulfil its commitments, the Bank reserves the right to enforce the performance security.
- 3) The Vendor shall supply goods as per specifications stated under this Agreement within 10 – 12 weeks from the date of receipt of purchase order.
- 4) The Bank will have the option to enforce the performance bond on happening of any one or all the following events,
  - i. If the Vendor fails to deliver the goods as per clause 3 of General Terms and Conditions.
  - ii. If the Vendor fails to get the goods inspected by the Bank.
  - iii. If the goods supplied by the Vendor fails to perform as per Banks requirement.
- 5) 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.
- 6) The warranty of the equipment is one (01) year comprehensive onsite from the date of delivery.
- 7) The warranty will be effective while the goods remain in the premises of the Bank and the Bank:
  - a. will not be responsible to send the equipment to the Vendor site. In case however if any portion of equipment required to be shifted to Vendor's site, Vendor will provide equivalent backup during the warranty period.
- 8) Vendor agrees to maintain adequate inventory of the parts so that the replacement is available:
  - a. within twenty four (24) hours, if any fault arises in the equipment during the warranty period. In case the effected 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.
  - b. The Vendor will provide twelve (12) month principal backed warranty to cover Advance Hardware
  - c. Replacement, 24x7 Technical Assistance, Software Updates, Patches and Support.
- 9) The Vendor also undertakes to bear all kind of taxes i.e. Stamp duty/ Services
  - a. Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and
  - b. all other incidental charges etc, up to the place of destination.
- 10) The Bank reserves the right to test/check the equipment to ensure that it is provided as per the mutually agreed specification in the Agreement. For any major discrepancies, the Bank may serve the written notice to Vendor for the rectification of any discrepancies and if the rectification is not done by the Vendor within a period of (ninety) 90 days the Bank may proceed for the cancellation of the respective order of the equipment.
- 11) In the event of the default on the part of the Vendor, in the performance of any condition of the Agreement and if such default is not remedied within thirty (30) days it shall be lawful for the Bank to enforces full or part of the Performance Security and or cancel the whole part of the supply order with the Vendor and the decision of the Bank will be the final.
- 12) Delivery will be made by the Vendor at different locations prescribed by the Bank.
- 13) In case of failure to supply the requisite within seven (07) working days after the delivery time, as described under per Clause 3 of General Terms and Conditions of this Agreement, Pak Rupees five thousand (PKR 5,000/-) per week may be charged.

## 8. TERM

- 8.1. This Agreement shall be valid for an initial term of one (01) year ("Term") from 30-05-2025 ("Effective Date") till 29-05-2026 (both days inclusive).  
Extendable up to three (03) as mutually agreed by the Parties in writing.

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## 9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 The Agreement shall be governed by and construed under the laws of Islamic Republic of Pakistan.

9.2 Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled amicably by the senior management of the Parties. Where the dispute cannot be settled amicably within fifteen (15) days, the issue or dispute shall be referred to arbitration under Arbitration Act, 1940 (as amended from time to time). The Parties shall mutually appoint a sole arbitrator and in case of disagreement in this regard, the court of competent jurisdiction to do so. The award of the arbitrator shall be final and binding on the Parties, and the enforcement of the arbitral award can be made through the court of competent jurisdiction. The Parties shall equally bear the costs of the arbitral proceedings, unless stated otherwise in the award.

## 10. CONFIDENTIALITY

10.1 Prior to and during the continuance of this Agreement, it has been and will continue to be necessary for the Parties to mutually exchange certain information, data and material of a proprietary or confidential nature, including inter alia, information relating to technical, financial, invoicing or other matters (hereinafter called "Confidential Information"). All Confidential Information shall be received and retained in the strictest confidence by the Parties and each recipient hereby agrees that it will not disclose Confidential Information to a third party without the prior written consent of the other Party and that it will use such Confidential Information only for the purpose(s) for which it was provided. The Receiving Party shall use not less than the same degree of care to avoid disclosure of such Confidential Information as it uses for its own Confidential Information of like importance, but in no event less than a reasonable degree of care.

10.2. Each Party agrees to be responsible for any breach of this Agreement by its Representatives. In the event that either Party or its Representatives becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Information provided by the Disclosing Party, the Receiving Party shall (i) promptly provide written notice to the Disclosing Party prior to making any disclosure so that the Disclosing Party may seek to prevent disclosure via a protective order or other appropriate remedy; and (ii) fully cooperate with the Disclosing Party, at Disclosing Party's expense, if the Disclosing Party decides to contest disclosure. The Receiving Party agrees to furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required and to exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

10.3 Notwithstanding any other provisions of this Agreement, the Receiving Party and Disclosing Party acknowledge that "Confidential Information" shall not include any information which:

- a) Is or becomes publicly known through no wrongful act on the Receiving Party's part; or
- b) Is, at the time of disclosure under this Agreement, already known to Receiving Party without restriction on disclosure; or
- c) Is, or subsequently becomes, rightfully and without breach of this Agreement, in Receiving Party's possession without any obligation restricting disclosure; or
- d) Is independently developed by Receiving Party without breach of this Agreement; or
- e) Is, furnished to a third party by Disclosing Party without a similar restriction on the third party's rights; or
- f) Is, explicitly approved for release by written authorization of Disclosing Party.
- g) Is required to be disclosed by law or by an order of a court of competent jurisdiction.

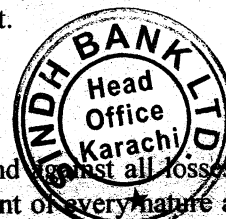
10.4. The Parties acknowledge and agree that the breach of this clause shall cause irreparable harm to the Disclosing Party which may not be adequately compensated monetarily, and the Disclosing Party shall be entitled to monetary damages, as well as damages available in law and in equity.

10.5. The obligation for maintaining the confidentiality of the information shall survive five (05) years after the termination or expiry, as the case be, of this Agreement.

## 11. INDEMNIFICATION

11.1 The Bank shall indemnify and save harmless the Vendor from and against all losses and all direct claims, demands, payments, suits, actions, recoveries and judgment of every nature and description made and related cost and expenses brought or recovered against the Vendor related to the work done

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under this Agreement, by reasons of any act, omission to act or status of liability of the company or its agents or employees. The Bank agrees to give the Vendor prompt notice of any possible liability.

11.2 The Vendor does not limit its liability for death or personal injury attributable to its own negligence or the negligence of its officers, employees, agents and representatives, except to the extent of any other party's negligence.

11.3 If the Vendor is in breach of any obligations under this Agreement (or any part of it) to the Bank or if any other liability is arising (including liability for negligence or breach of statutory duty) then the maximum liability of the Vendor under this Agreement shall be limited to the total contract price.

## 12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

12.1 If either Party is temporarily rendered unable wholly or in part by Force Majeure to perform its duties or accept performance by the other Party under the Agreement it is agreed that on such party giving notice with full particulars in writing of such Force Majeure to the other party within seven (07) days after the occurrence of the cause relied on, then the duties of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for not for longer period and such cause shall as far as possible be removed with all reasonable speed.

12.2 Neither Party will be responsible for delay caused by Force Majeure. The term of this Agreement shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension.

12.3 If either Party is permanently prevented wholly or in part by Force Majeure for period exceeding one (01) month from performing or accepting performance, the Party concerned has the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other Party is entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

## 13. TERMINATION OF AGREEMENT

13.1 If either Party has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.

13.2 If as the result of Force Majeure, the Parties are unable to perform a material portion of the Agreement for a period of not less than thirty (30) days. Either Party in its sole discretion may decide to terminate this Agreement.

13.3 PTCL may terminate the Agreement, with or without reason, through a prior written notice of one (01) month to the Bank.

13.4 Either Party may terminate this Agreement with immediate effect upon the occurrence of any the following events:

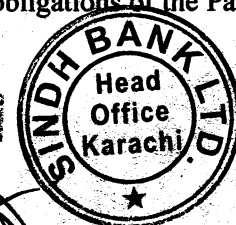
- a) If the other Party goes into liquidation or is winding up or a receiver is appointed for its assets; or
- b) The Bank suspends or make undue delay in payments under the Agreement; or
- c) The other Party ceases to carry on business as a going concern or ceases to be in a position to fulfill its obligations under this Agreement.; or
- d) The other Party is in material breach of obligations under this Agreement.

13.5 Any outstanding balance shall be paid or refunded within thirty (30) days of termination.

13.6 Any termination of this Agreement shall not affect any rights and obligations of the Parties that may have accrued prior to the date of such termination.

## 14. EXCLUSION OF LIABILITY

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14.1 Nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, IP Rights, infringement, or any other liability that cannot be excluded or limited by English law.

14.2 Neither Party shall be liable to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damages to goodwill, and any indirect or consequential losses.

## 15. COMPLIANCE PROVISIONS

(a) The Bank represents and warrants on behalf of itself, its directors, employees and any third party employed and/or retained to act for or on its behalf including, without limitation, agents, contractors, sub-contractors and other representatives ("Representatives") (including executive officers and directors of any such Representatives) that:

(i) it complies and will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, anti-money laundering and counter financing of terrorism including but not limited to the Anti -Money Laundering Act 2010, Anti-Terrorism Act 1997, Prevention of Corruption Act 1947 (as amended from time to time) and to any applicable foreign anti-bribery and anti-corruption laws, anti-money laundering and counter financing of terrorism laws ("Relevant Requirements") to the extent applicable;

(ii) it will not directly or indirectly through a third party, in relation to, in connection with, or arising from the performance of this Contract (and any subsequent Contract or Agreement) offer, promise or give to any third party (including any governmental official or political party official, representative or candidate) nor will it seek, accept, or agree to receive for itself or for another party, any gift, payment, reward, consideration, advantage or benefit of any kind which would, or could reasonably be construed as, bribery or an illegal or corrupt practice; and

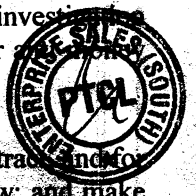
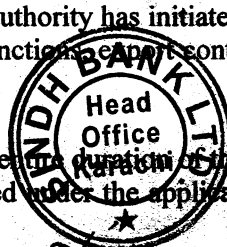
(iii) it has and shall maintain in place throughout the term of this Agreement its own adequate compliance policies and procedures that are aligned with the Relevant Requirements and shall train its own employees on its policies and procedures to ensure compliance with the Relevant Requirements and will enforce its policies and procedures where appropriate.

(b) The Bank agrees at all times to comply with all applicable sanctions and export control laws in carrying out its responsibilities under this Contract including any applicable Pakistani and foreign sanctions and export controls laws. The Bank will not, in connection with any activities governed by this Contract transfer any item to, from, or through – either directly or indirectly – any country or person in violation of any applicable sanctions and export control laws. The Bank warrants and represents that neither Procuring Agency nor any of its affiliated persons or Representatives is a sanctioned person/entity with whom dealings are prohibited or restricted under any applicable sanctions and export control laws.

(c) The Bank represents and warrants that, for the term of the Contract, no funds (or portion thereof) that the Bank may remit as part of any Contract or Contract with the Vendor will constitute the proceeds of crime; Bank will not (whether knowingly or with cause to suspect) acquire, use, possess, retain, control or otherwise deal in funds or other property constituting the proceeds of crime; Bank will not otherwise engage in any activity or become concerned in an arrangement that may constitute an offence under any applicable anti-money laundering and counter financing of terrorism laws.

(d) The Bank shall immediately and in any case within three (03) business days report to the Vendor in writing the following: (i) any actual or suspected violations of this Clause including any request or demand for any undue financial or other undue advantage of any kind that it receives in connection with the performance of this Contract; (ii) any instances where the Bank, or any of its affiliated persons or Representatives, becomes listed on any sanctions or export controls list, becomes subject to any sanctions or becomes aware that any governmental authority has initiated any investigation or proceedings against it related to potential corruption, sanctions, export controls or anti-money laundering and terrorism financing violations.

(e) The Bank agrees that it will maintain all its records for the entire duration of the Contract and for at least three (03) years thereafter or for as long as required under the applicable law; and make



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readily available to the Service Provider any books, records or accounts, and personnel related to the business/Agreement entered into with the Service Provider, and make its personnel accessible to the Service Provider in this regard, if so requested for the purpose of any investigation and/or audit that the Service Provider may have to carry out for a legitimate reason determined by the Service Provider.

- (f) Notwithstanding any other provision of this Contract, breach of any of the provisions in this Compliance Clause is a material breach of this Contract and, without prejudice to any other right or remedy under this Contract or at law, entitles the Service Provider to suspend the payments and terminate this Contract (and any contract or agreement with SNDB) immediately.

## 16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Except as otherwise expressly provided in this Agreement, all trade-marks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights ("Intellectual Property") shall remain in the ownership of the Party creating or owning the same and nothing in this Agreement shall confer or be deemed to confer on either Party any rights or licenses in the Intellectual Property of the other Party or of any third Party.
- 16.2 Nothing contained in this Agreement shall be construed as conferring any right to use any name, trademark or any other designation of either Party hereto, including any contraction, abbreviation, or simulation of any of the foregoing in advertising, publicity or marketing activities. Any use by one Party to the other Party's marks, logos, indicia or other marketing material in its own publicity, advertising, etc. with regard to this Agreement shall be mutually agreed upon prior to use.
- 16.3 The Parties agree that the breach of this clause shall cause irreparable harm to the other Party which may not be adequately compensated monetarily, and the affected Party shall be entitled to damages available in law and in equity.

## 17. COMPLIANCE WITH LAWS

This Agreement is subject to applicable laws, statutes and regulations. Each Party agrees to comply with all applicable laws, statutes and regulations. Each Party is reminded that it is prohibited from conducting transactions with and the provision of resources and support to individuals and organization associated with terrorism. It is the legal responsibility of each Party to ensure compliance with these prohibitions.

## 18. LEGAL STATUS

The Parties shall be considered as having the legal status of an independent contractor. The Parties personnel and sub-contractors shall not be considered in any respect as being the employees or agents of Parties.

## 19. ASSIGNMENT

Either Party shall not assign the rights and obligations arising from the contract in whole, or in part, without prior written authorization from the other Party.

## 20. ENTIRE AGREEMENT

This Agreement, including any annexes attached hereto, constitutes the entire agreement of the Parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Agreement.

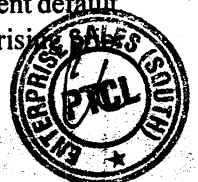
## 21. AMENDMENT AND WAIVER

No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by both the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty of covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising or subsequent to such occurrence.

## 22. SEVERABILITY

If any provision of this Agreement or portion thereof is or becomes illegal or unenforceable, the remaining provisions and procedures shall not be affected. The Parties shall negotiate in good faith in order to agree

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18


the terms of a mutually satisfactory provision or procedure to be substituted for the provision or procedure found to be illegal or unenforceable. If they are unable to reach an agreement and the illegality or unenforceability arises because a specified period or area is excessive, the Agreement is to be deemed to be modified to the minimum extent necessary to make it effective whilst remaining substantially in accordance with the commercial intent of the Parties.

**23. COUNTERPARTS**

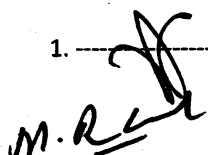
This Agreement may be executed in two (02) counterparts, each of which shall be considered originals and enforceable against the Parties and to be retained by each Party.

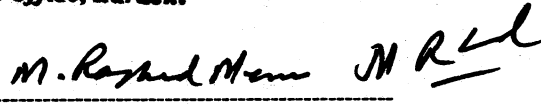
IN WITNESS whereof the parties have executed this agreement on the date first mentioned above;

Signed for and on behalf of  
Sindh Bank Limited

  
**Muhammad Adnan Siddiqui**  
EVP Head Information Technology  
Sindh Bank Limited  
Head Office, Karachi

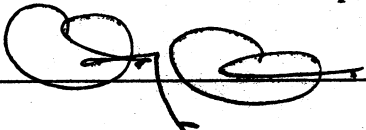
Witnesses

1.   
**SYED ZEESHAN-UL-HAQ**  
SVP Information Technology  
SINDH BANK LIMITED  
Head Office Karachi.

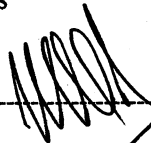
2.   
M. Rashid Memon  
(Name)


Signed for and on behalf of

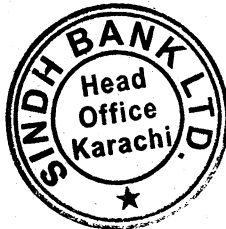
Pakistan Telecommunication Company Limited



Witnesses

1.   
**UMAR FAROOQI**  
Group Director Enterprise Solutions (South-I)  
PTCL-Karachi

2.   
**HOZEFA TABANI**  
Senior Manager  
Enterprise Sales (South)  
PTCL Karachi



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