

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, Maintenance & Support Service of HP
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/ 1583 /2026
- 5) BRIEF DESCRIPTION OF CONTRACT Stale to 43are
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs 3,481,731.75/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 year
- 10) TENDER OPENED ON (DATE & TIME) 29/06/2026 at 11:00 H
- 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 01
- 14) BID EVALUATION REPORT 31/07/2026
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s JAFFAR Business System
- 16) CONTRACT AWARD PRICE Rs. 3,511,803.66/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1 M/s. JAFFAR Business System, Pvt. Ltd
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Competent Authority

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

Yes	☒	No	☐
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21) ADVERTISEMENT :

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

Yes	SPPRA EPADS SNo. <u>26060782373</u> <u>9/6/2026</u>
No	

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

Yes	Express Tribune, Jeejal & Jang <u>9/6/2026</u>
No	

22) NATURE OF CONTRACT

Domestic/ Local	☒	Int.	☐
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	☒	No	☐
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	☒	No	☐
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	☐	No	☒
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	☒	No	☐
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	☒	No	☐
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	☒	No	☐
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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	☒	No	☐
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	☐	No	☒
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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	☒	No	☐
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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	☐	No	☒
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	☐	No	☒
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	No

 Signature & Official Stamp of
Authorized Officer

Tabish Ali Shah 9/16/26
Head of Administration & Security
SINOH BANK LIMITED
Head Office Karachi

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

Date: 07-07-2021

Bid Evaluation Report		
Supply Maintenance & Support Service of HP Servers.		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1583/2026
3	Tender Description	Supply Maintenance & Support Service of HP Servers
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA NIT EPADS-S S-26060782393
6	Total Bids Received	Express Tribune, Sindh Express, Daily Express (09/06/2026)
8	Technical / Financial Bid Opening Date	01
9	No of Bid Technically Qualified	29/06/2026 Time: 1100 Hours
10	Bid(s) Rejected	01
		0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost 12,495 US \$ Rs. 3,481,731.75/-	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Jaffar Business Systems (Pvt) Ltd.	12,602.92 US \$ Con Rate 278.65/- Rs.3,511,803.66/-	1 st Lowest Qualified Bidder.	107.92 US \$ Rs. 30,071.91/- Above with the 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 Jaffar Business System (Pvt) Ltd is the most advantageous bid and hence recommended for Supply Maintenance & Support Service of HP Servers.

Members – Procurement Committee

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

(Mr. Syed Tabish Ali Shah) Head of Administration-EVP-Member

(Mr. Parvez Ali Bhutto) Director Works & Service (Sindh Madressatul University) Member

Signature

Date: 08-07-2026

Subject: Certificate Compliance of SPPRA Rule 48 TENDER REF NO. SNDB / ADMIN / TD / 1583/ 2026

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
Rs. 4,000,000/-	12,602.92 US \$ Con Rate 278.65/- Rs. 3,511,803.66/-

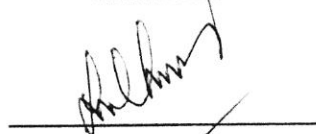
Rashid Memon SVP-II I.T / Division



Members – Procurement Committee

Signature

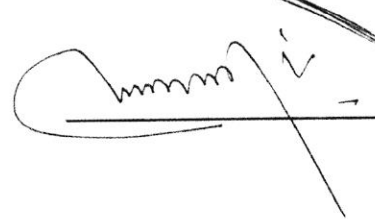
Chief Financial Officer



Head of Administration



Director Works & Service Member
(Sindh Madressatul University)



FINANCIAL

Item Description	Total Price W/O GST	Tax Amount	Total Price with GST
Maintenance and Support Services	3,478,260.87	521,739.13	4,000,000
Total Prices			4,000,000

TECHNICAL

THE MAINTENANCE CONTRACT SHALL REMAIN VALID FOR AN INITIAL PERIOD OF ONE (1) YEAR AND MAY BE EXTENDED FOR UP TO AN ADDITIONAL THREE (3) YEARS, SUBJECT TO MUTUAL AGREEMENT BETWEEN BOTH PARTIES.

Sr. No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin	Specifications dimensions
1	Maintenance & Support Services of HP Servers	HPE / USA	HPE	05	USA	As per the procured Specs/2U

S. No.	Server Model	Serial No
1	HP Proliant DL 380 Gen10	SGH07TR45
2	HP Proliant DL 380 Gen10	SGH07TR47
3	HP Proliant DL 380 Gen10	SGH07TR49
4	HP Proliant DL 360 Gen10	SGH07TR3R
5	HP Proliant DL 360 Gen10	SGH07TR3T

Maintenance and Support Services of HP Servers

Serial No: 01

Bidder Name: M/s Jaffer Business Systems (Pvt) Ltd

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 05 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attached as Annexure "1")	Yes ✓	No
2	Turn Over in last 3 Years should be at least 10 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")	Yes ✓	No
4	Offices in minimum 3 major cities i.e. Karachi, Lahore & Islamabad	Complete address along with PTCL landline numbers (attach as Annexure "4")	Yes ✓	No
5	Company must be partner of the HP equipment manufacturer	Attach Certificate from Principal (Attach as Annexure "5")	Yes ✓	No
6	Company must provide SLA(Service Level Agreement) of at least one bank (other than Sindh Bank) in Pakistan	Attach Service Level Agreement (Attach as Annexure "6")	Yes ✓	No
Qualified / Disqualified				

Ather Iqbal
Admin Division

Members Signatures- Evaluation Team

Hasan Raza
Finance Division

M. Rashid Memon
I.T Division

Syed M. Imran
IT Division

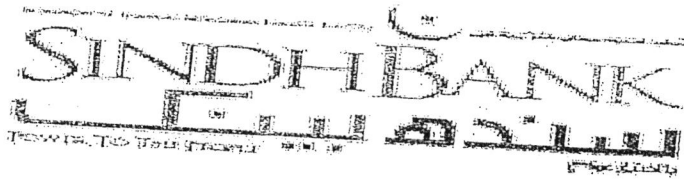
Members Procurement Committee

1 CHIEF FINANCIAL OFFICER

2 HEAD OF ADMINISTRATION

3 DIRECTOR WORKS & SERVICES

Signature



OPENING OF BID
FINANCIAL PROPOSALS

FOR SELECTION OF Maintenance & Support Service of HP Service

Date: 29-06-2026

S.No	Company Name	Total Bid Offered		Signature of Company Representative	Remarks
		Announced	Evaluated		
01	Taffee Business Systems Pvt Ltd	\$ 12,602.92/-			
		\$ 278.05/-			
		Rs 3,511,803.66/-			

Signature -Procurement Committee Member

Chief Financial Officer

Head of Administration

Director Works & Service
Sindh Madressatul Islam University

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

TYPE OF PROCUREMENT ADMIN / IT / CONSULTANT / MEDIA
TENDER NAME Maintenance & Support Services of HP Services
TYPE OF TENDER SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE / TWO STAGE-TWO ENVELOPE
OPENING DATE 29-06-2020
OPENING TIME 11:00 Hours

ATTENDANCE (MEMBER PC)

Chief Financial Officer
Head of Administration
Director Works & Service
Sindh Madressatul Islam University

ATTENDANCE (REPS. OF BIDDERS)

NAME

① Taffee Buremen

FIRM

BID OFFERED

US\$ 12602.92

System (L+M)

x 278.65 =

3511803.66

TOTAL BIDS ACCEPTED FOR EVALUATION

101

TOTAL BIDS REJECTED

REMARKS

SIGNATURE PC MEMBERS-SINDH BANK LTD
CFO/Head of Finance
Head of Administration
Director Works & Services
SMIU

FX RATES SHEET

Treasury & Capital Markets Group

112/2026

DATE: Friday, 19 June 2026

Ready Transaction Rates			
Currency	Symbol	TT Selling	TT Buying
US DOLLAR	USD	278.65	278.15
EURO	EUR	318.83	318.25
JAPANESE YEN	JPY	1.7269	1.7238
BRITISH POUND	GBP	367.42	366.76
SWISS FRANC	CHF	345.27	344.65
CANADIAN DOLLAR	CAD	196.91	196.55
AUSTRALIAN DOLLAR	AUD	194.91	194.56
SWEDISH KRONA	SEK	29.03	28.98
NORWEGIAN KRONE	NOK	28.54	28.49
DANISH KRONE	DKK	42.66	42.59
NEWZEALAND DOLLAR*	NZD	159.78	159.49
SINGAPORE DOLLAR	SGD	215.62	215.24
HONGKONG DOLLAR	HKD	35.55	35.49
KOREAN WON	KRW	0.1811	0.1808
CHINESE YUAN	CNY	41.01	40.94
MALAYSIAN RINGGIT*	MYR	67.39	67.27
THAI BAHT*	THB	8.47	8.45
U.A.E DIRHAM	AED	75.88	75.74
SAUDI RIYAL	SAR	74.24	74.11
QATAR RIYAL*	QAR	76.59	76.45
KUWAITI DINAR*	KWD	906.92	905.29

Indicative FBP Rates							
Currency	SIGHT / 15 Days	1M	2M	3M	4M	5M	6M
USD	276.81	275.48	272.60	270.10	267.38	264.59	262.06
EUR	316.88	315.55	312.67	310.19	307.45	304.63	302.10
GBP	364.96	363.18	359.39	356.10	352.53	348.84	345.51

Conversion Rates for Frozen FCY Deposits		Settlement Date
USD	278.2231	Tuesday, 23 June 2026
GBP	369.202	
EUR	319.873	
JPY	1.7314	

Rates for cash/Currency Notes		
Currency	Selling	Buying
USD	280.04	277.04
GBP	369.26	364.90
EUR	320.42	316.64
JPY	1.7355	1.7151
SAR	74.61	73.74
AED	76.26	75.36

SOFR	
1 Month	3.6432
3 Month	3.6960
6 Month	3.7851

- > Please call Treasury Sales Desk (9922 0337, 9922 0438 & 9922 0747) for transactions over US Dollars 5,000 or equivalent amount in other currencies (cumulative basis)
- > Above rates are not valid for transactions above USD 5,000 or equivalent amount in other currencies (cumulative basis)
- > Unless otherwise specifically stated, the given rates are market indicative and subject to change without prior notice
- > NBP captures above foreign exchange rates from sources believed to be reliable. NBP does not accept any liability for consequences that may arise from the usage of these rates
- > All FX designated branches must ensure reporting of all export bills falling over due today
- > All FX designated branches must ensure that all credits in Nostro accounts have been responded
- > All FX designated branches must ensure retention of export proceeds into FC accounts as per SBP guidelines
- > For all Chinese Yuan transactions please contact Treasury Sales Desk

* Currencies listed are NOT available to NBP's customers, please contact treasury sales for more details

THIS IS A COMPUTER GENERATED RATE SHEET AND DOES NOT REQUIRE ANY SIGNATURE

Treasury Sales Desk - Head Office: I.I. Chundrigar Road, Karachi
Direct Lines: 99220337, 99220438, 99220747. Email: fxsales@nbp.com.pk / tmg.fet@nbp.com.pk PABX 99220100 - 50, Exts: 3211, 3212, 3213 & 3214

PURCHASE ORDER

PO No: 17092026

Date: 17/09/2026

M/s Jaffer Business System Pvt Ltd,
Office No 33-A Citi Tower,
Main Shahrah-e-Faisal PECHS Block 6,
Karachi Pakistan.

Subject: Supply Maintenance & Support Services of HP Servers.

Dear Sir,

With Reference to the Tender SNDB/HO/Admin/TD/1583/2026 Dated 29-06-2026 For Supply Maintenance & Support Services of HP Servers 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	Item	Unit Cost US \$	QTY	Total Amount US \$ With all taxes
1	Maintenance & Support Services of HP Servers.	2,520.58 US \$	5	12,602.92 US \$
			Total	12,602.92 US \$

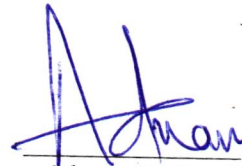
Terms & Conditions

Payment Terms
Taxes/Deduction

as per Agreement.
Above Prices are inclusive of all taxes.

Thank you,


Syed Muhammad Imran
SVP-I/I.T. Div


Adnan Siddiqui
Head of I.T

7. SCHEDULE OF REQUIREMENT

Sindh Bank Limited requires Maintenance & Support Services of HP Servers. The requirement will be issued on a need basis. Therefore, 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 the actual number of items. The purchase of the item will be spread over the year as needed.

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



8. SECTION-V: SAMPLE FORMS

ANNEXURE "A"

8.1 BID FORM

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Date:

To: Sindh Bank Ltd

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank/Pay order in a sum equivalent to 05 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of 90 days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of service provider	Amount and Currency
_____	_____
_____	_____
_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Date: 07-07-2026

Bid Evaluation Report	
Supply Maintenance & Support Service of HP Servers.	
1	Name of Procuring Agency
2	Tender Reference No.
3	Tender Description
4	Method of Procurement
5	Tender Published
6	Total Bids Received
8	Technical / Financial Bid Opening Date
9	No of Bid Technically Qualified
10	Bid(s) Rejected

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost 12,495 US \$ Rs. 3,481,731.75/-	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Jaffar Business Systems (Pvt) Ltd.	12,602.92 US \$ Con Rate 278.65/- Rs.3,511,803.66/-	1 st Lowest Qualified Bidder.	107.92 US \$ Rs. 30,071.91/- Above with the 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 Jaffar Business System (Pvt) Ltd is the most advantageous bid and hence recommended for Supply Maintenance & Support Service of HP Servers.

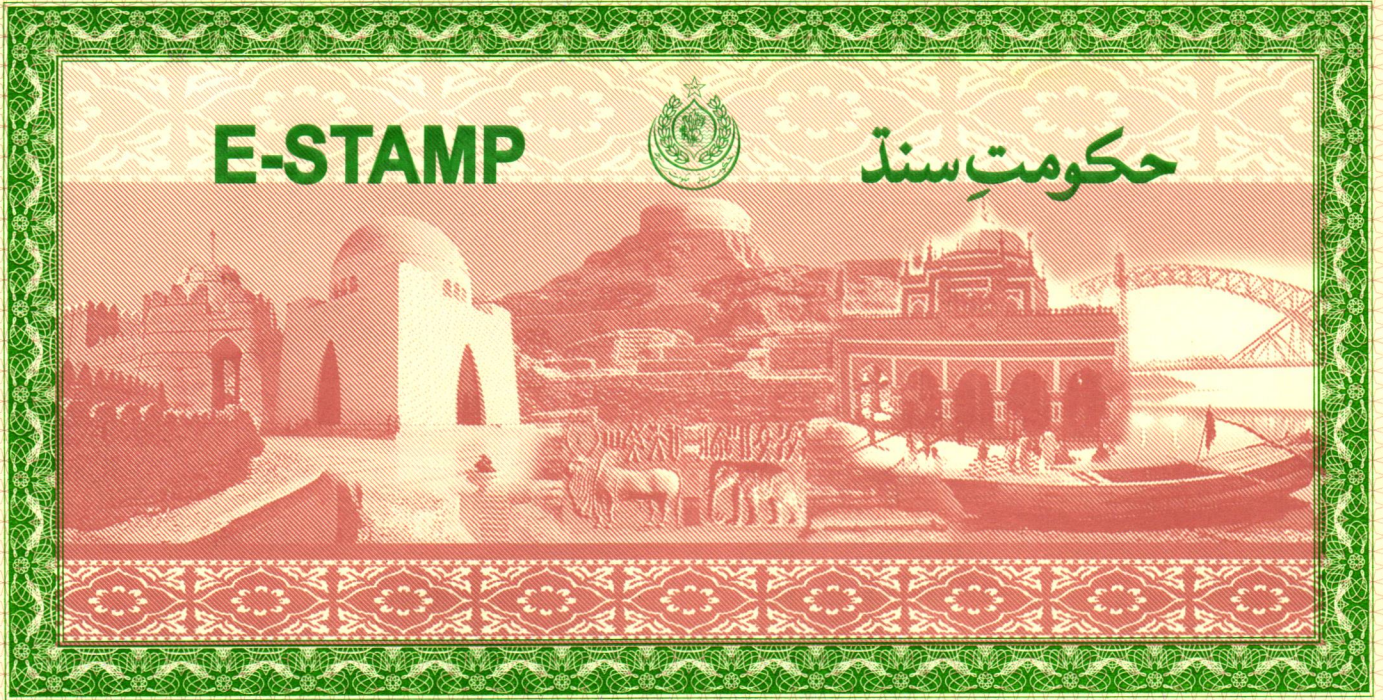
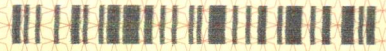
Members – Procurement Committee

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(Mr. Syed Tabish Ali Shah) Head of Administration-EVP-Member

(Mr. Parvez Ali Bhutto) Director Works & Service (Sindh Madressatul University) Member

Signature



SND-0312-985997125213

GoS-KHI-621DFDB6F4470BAE

Non-Judicial

Rs 12,263/-

Description	: Contract - 15(a)
Principal	: Jaffer Business Systems Private Limited [12685054]
Contractor	: Sindh Bank Limited [36540087]
Applicant	: Ahmer Khalid Ahmed Khan [42201-9961987-5]
Stamp Duty Paid by	: Jaffer Business Systems Private Limited [12685054]
Issue Date	: 21-Sep-2026, 01:00:00 PM
Paid Through Challan	: 20262A2F39B1EF03
Amount in Words	: Twelve Thousand Two Hundred and Sixty Three Rupees Only

Please Write Below This Line

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

**(Maintenance and Support Services of HP Servers
SNDB/COK/ADMIN/TD/1583/2026**

This agreement is made at Karachi on this 17th day of September, 2026

BETWEEN

SINDH BANK LIMITED a banking company incorporated under the laws of Pakistan, having its Head office at Address: 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi. Hereinafter referred to as "SINDH BANK".

AND

M/s. Jaffer Business Systems Private Limited, a company incorporated under the laws of the Islamic Republic of Pakistan and having its registered office at 33-A Citi Tower Main Shahrah-e- Faisal PECHS Block 6 Karachi. Hereinafter referred to as

"CONTRACTOR"

(SINDH BANK and CONTRACTOR may hereinafter collectively be referred to as the "Parties" and singly as "Party").

WHEREAS CONTRACTOR has agreed to provide Maintenance and Support Services of HP Servers to SINDH BANK as per tender opening date 29/06/2026 amounting US\$12,602.92



RECITALS

WHEREAS,

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

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

1. CONTRACTOR shall provide the Maintenance and Support Services of HP Servers as defined in Annexure A of this Agreement.
2. SINDH BANK shall pay the full amount after SLA activation and the Contractor shall receive and accept as full compensation for the performance of its obligations under this Agreement, the total price as detailed in the Annexure A of this Agreement and further detailed at subsequent annexures at the time and in the manner prescribed by the conditions of the Contract Agreement to the satisfaction of SINDH BANK.
3. The Agreement shall be for the period of twelve (12) months, whereas the effective date has been defined below

1. INTERPRETATION AND DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires:

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

Words importing one gender include the other gender;

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

The singular includes the plural and vice versa;

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

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

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

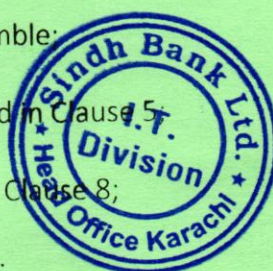
- 1.2 In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

"Agreement" is defined in the preamble;

"Confidential Information" is defined in Clause 5;

"Force Majeure Event" is defined in Clause 8;

"Parties" is defined in the preamble;



"Party" is defined in the preamble;

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

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

SERVICES / OBLIGATIONS OF CONTRACTOR

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

2. PAYMENT TERMS

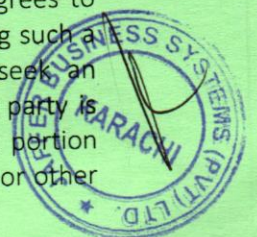
- a) In consideration of the covenants and agreements to be kept and performed by CONTRACTOR and for the faithful performance of this Agreement, SINDH BANK shall pay and CONTRACTOR shall receive and accept (as full and final compensation for the Services furnished by CONTRACTOR under this Agreement)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

3. CONFIDENTIALITY

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

- a. distribute or disclose any of the Confidential Information in any manner whatsoever;
- b. permit any third-party access to the Confidential Information; or
- c. use the Confidential Information for any purpose other than as agreed in prior writing by the Party providing the information.

In the event that the receiving party received a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a Court of competent jurisdiction or by a government body, the receiving third party agrees to promptly notify the sending party of the existence, terms and circumstances surrounding such a report, prior to disclosing any such information, so that the sending party may seek an appropriate injunctive relief to safeguard the Confidential Information. If the receiving party is compelled to disclose any of the Confidential Information, it will disclose only that portion thereof which it is compelled to disclose and shall use its best efforts to obtain an order or other



reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Confidential Information shall not include any information which: has become generally available to the public through no fault or action of the receiving party; or is in the possession of the receiving party prior to the date hereof, provided that such information is not known by the receiving party to be subject to another confidentiality agreement and further provided that such information was obtained independently and without the assistance of the sending party; or is or becomes available to the receiving party on a non-confidential basis from any third party, the disclosure of which to the receiving party does not violate any contractual, legal or fiduciary obligation such third party has to the sending party.

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

4. INDEMNIFICATION.

CONTRACTOR (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the BANK and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).

This Article shall survive termination of this Agreement.

5. SINDH BANK'S OBLIGATIONS:

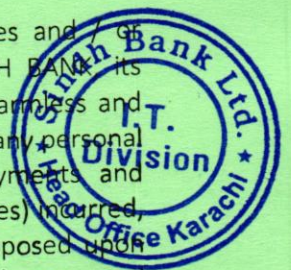
SINDH BANK shall report any problem or disturbance experienced in the equipment within the shortest possible time span to CONTRACTOR;

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

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

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

CONTRACTOR shall maintain the highest professional code of conduct in its dealings. CONTRACTOR, its partners, employees, contractual staff etc. shall be responsible for any loss, delay or inconvenience caused to SINDH BANK by an act, omission or negligence with respect to the Services and disclosure of Confidential Information or breach of any



[Handwritten signature]

of the terms of this Agreement. This is without prejudice to any other rights available to SINDH BANK under this Agreement or any other applicable laws.

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

7. SEVERABILITY

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

8. THIRD PARTY RIGHTS

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

9. NOTICES

a) Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing and served to a Party at its address as specified in this Clause 13 (or any other address it has notified to the other Party in accordance with this Clause 13) as follows: by hand; by registered post; or by other electronic method of communication agreed in writing from time to time between the Parties.

b) Notices or communications sent by registered post will be deemed to have been served on the date that such mail is delivered or delivery is attempted. Notices or communications sent by fax will be deemed to have been served on the day of transmission if transmitted before 4.00pm in the time zone of receipt but otherwise on the next day. In all other cases, notices and communications will be deemed to have been served on the day when they are actually received.

c) Notices to M/s. Jaffer Business Systems Private Limited Contractor shall be sent to:

Attention: Mr. Khalid Qureshi
Address: 33-A Citi Tower Main Shahrah -e- Faisal PECHS Block 6 Karachi
Cell#0345-8261826
Email: khalid.qureshi@jbs.live /Customercare@jbs.live

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

Attention: Head of I.T. Department
Address: 3rd Floor, Imperial Court Building,
Zia-u-Din Ahmed Road,
Karachi.
Contact No. 35829350
Email: adnan.siddiqui@sindhbankltd.com



10. AMENDMENTS

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

11. CONTRACTOR'S UNDERTAKINGS

11.1 CONTRACTOR agrees and undertakes that:

(a) It shall supervise and direct the performance of Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be



necessary to perform the Services in accordance with this Agreement. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures used and to see that the Services, when completed or finished complies accurately with the terms of this Agreement;

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

12. WARRANTIES AND REPRESENTATIONS

- a. Both Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement.
- b. Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with: (a) its constitutional documentation; (b) any material provision of any agreement or any other material restriction of any kind to which it is a party or by which it is bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or (d) any arrangement whereby it has not paid any collateral amounts to the other Party or any of its officer with regard to the award of contract hereunder or its performance.
- c. Both Parties will use all reasonable care, skill and diligence in carrying out their obligations, duties and responsibilities under this Agreement.
- d. Any and all intellectual property rights (legal and beneficial) accruing and attributable to a Party during the course of performance of its respective obligations under this Agreement shall vest in and with that Party.
- e. Each Party represents and warrants to the other Party that there are no material actions, legal or administrative which adversely affects its ability to execute and perform its obligations under this Agreement.
- f. CONTRACTOR acknowledges that SINDH BANK has entered into this Agreement on the basis of the representations and undertakings made by CONTRACTOR throughout this Agreement.

13. USE OF NAMES, LOGOS AND REPORTS

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



14. INTELLECTUAL PROPERTY

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

15. DAMAGE TO PERSONS AND PROPERTY

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

16. COMPLIANCE WITH LAWS

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

The Contractor shall implement data handling, storage, transmission, and destruction practices in accordance with SBP's Data Protection and Privacy Framework. All data must be securely stored, access-controlled, encrypted in transit and at rest, and permanently deleted following contract termination or upon Bank's instruction, using approved secure destruction methods.

17. CONTRACTOR EMPLOYEES

- a) It is specifically agreed and understood that the relationship between SINDH BANK and CONTRACTOR is of purchaser and seller. Neither the CONTRACTOR is an employee of SINDH BANK nor any of the servant, worker, or personnel employed by the CONTRACTOR in relation to this Agreement shall be deemed to be the employee, or workman of SINDH BANK for any purpose and vice versa.
- b) The CONTRACTOR and its employees/staff shall be bound to comply with and adhere to all Safety Rules and Regulations enforced by the SINDH BANK as well as per applicable laws while performing the Services.
- d) The CONTRACTOR and its employees/staff deployed to perform Services shall be subject to the standards of conduct set forth in the SINDH BANK's workplace harassment policy during their presence in any of SINDH BANK's premises. The CONTRACTOR has to contact appropriate authority with SINDH BANK if any complaint or violation of the standards of conduct occurs. If the situation elevates to the point where an investigation is required,



the CONTRACTOR and/or its employees/staff has to fully cooperate with the investigation.

18. FURTHER ACTION

- a) Each Party agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

19. ASSIGNMENT AND SUB-LETTING

- a) This Agreement is personal in nature and cannot be assigned by CONTRACTOR without prior written permission of SINDH BANK. SINDH BANK however, shall have the right to assign this Agreement to any third party without the consent of CONTRACTOR.
- b) CONTRACTOR shall have no right to sublet or outsource all or any part of this Agreement or its obligations, rights and interests hereunder, to any third party without the prior written approval of SINDH BANK.
- b) The Contractor shall ensure that any subcontractor engaged adheres to the same security, privacy, and compliance standards as required under this agreement. The Contractor remains fully liable for all actions and omissions of subcontractors.
- c) The Bank shall have the right to audit, inspect, and verify the Contractor's compliance with this agreement, including subcontractor activities where applicable, through on-site inspections, evidence reviews, or third-party assessments, at least annually or upon material change.

20. TIME OF ESSENCE

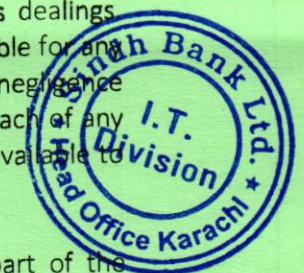
CONTRACTOR understands that time is of the essence of this Agreement and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to SINDH BANK, immediately commencing as per the start and end date of the Principal back-to-back tenure. That is from Feb 04 26 till Feb 28 27

21. TIMELINE AND DELIVERABLES

- a) CONTRACTOR understands that time is of the essence of this Agreement and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to the SINDH BANK immediately as per the start and end date mentioned in this Agreement
- b) CONTRACTOR shall maintain the highest professional code of conduct in its dealings. CONTRACTOR, its partners, employees, contractual staff, etc. shall be responsible for any loss, delay or inconvenience caused to the SINDH BANK by an act, omission or negligence with respect to the Services and disclosure of Confidential Information or breach of any of the terms of this Agreement. This is without prejudice to any other rights available to the SINDH BANK under this Agreement or any other applicable laws.
- c) Any or all Annexure/Annex attached to this Agreement shall be integral part of the Agreement.

22. REGULATORY UNDERTAKING

- a) In order to comply with certain regulatory requirements by the SINDH BANK, the CONTRACTOR hereby declares and undertakes that:
 - i) CONTRACTOR and/or its proprietor/partners/directors have never been adjudged Insolvent in any court of law.
 - ii) no execution of decree or order of any court of law / forum and/or authority remains unsatisfied against the CONTRACTOR and/or its proprietor /partners/directors.



- iii) CONTRACTOR and/or its proprietor/partners/directors have never compounded /defaulted with any creditors/ financial institutions.
 - iv) CONTRACTOR and/or its proprietor/partners/directors have never been convicted of any financial crime.
 - v) No negative credit reporting was ever made against the CONTRACTOR and/or its proprietor/partners /directors in any credit monitoring bureau.
- b) CONTRACTOR understands that any misinformation or lack of disclosure shall constitute breach of trust and may result in CONTRACTOR not being given any further business /services from SINDH BANK and/or immediate suspension of Services under the Agreement. The CONTRACTOR also understands that if anything contained herein above is found incorrect /false/misleading, the SINDH BANK shall have a right to initiate any action, civil or criminal, or proceedings before any court/forum at any time against the CONTRACTOR and/or its proprietor/ partners /directors.

23. WAIVER

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

24. COUNTERPARTS

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

25. ENTIRE AGREEMENT

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

26. Ensuring Access to SBP

CONTRACTOR and SINDH BANK will ensure that the State Bank of Pakistan is provided necessary access to the documentation and records in relation to the outsourced activities and the right to conduct on-site to CONTRACTOR if required.

27. Termination of Agreement by the Bank:

- If the CONTRACTOR, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the CONTRACTOR is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the SINDH BANK, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If issued two (2) warning letters /emails by SINDH BANK for unsatisfactory current performance of CONTRACTOR.

Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.

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

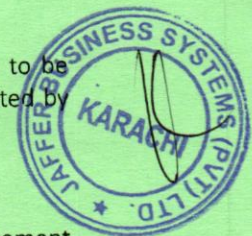
CONTRACTOR will not assign its job to anyone, except prior written permission of the bank.

28. Authorized Representative:

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

29. Goods Faith:

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.



30. Conflict of Interest:

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

31. Anti- Money Laundering Requirement:

CONTRACTOR acknowledge that they do not violate any statutory/prudential requirement on anti money laundering or record keeping procedure as per existing laws/rules and regulations of locals as well as foreign jurisdiction.

32. Governing Law Jurisdiction

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

33. Force Majeure

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

34. Incident Response & BCP

- The Contractor shall fully cooperate with the Bank in investigation, containment, remediation of security incident, and participate in periodic joint incident response exercises as requested by the Bank.
- The Contractor shall implement Full Packet Capture (FPC) for critical infrastructure components and retain packet capture data for no less than 90 days for forensic purposes, upon request by the bank.
- The Service Provider shall establish and maintain Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs) for all critical systems in accordance to guidelines/policy provided by the Bank. Default RTO shall not exceed 4 hours, and RPO shall not exceed 1 hour unless otherwise agreed

36. Vulnerability & Patch management:

As per the Principal Global Policy Standards The Contractor shall provide patches asper the frequency and security levels in Bank Vulnerability & Patch Management Procedure. The Contractor shall maintain documented patch management procedures and provide patching status reports upon Bank's request.

37. Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

38. Access Control:

- Multi-Factor Authentication (MFA) shall be mandatory for all remote access to the Bank's infrastructure, systems, and cloud portals, including administrative, developer, and third-party accounts.

39. Obligation of the Contractor:

1. CONTRACTOR shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. CONTRACTOR shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the SINDH BANK, and shall at all times support and safeguard the SINDH BANK legitimate interests in any dealing with Sub-Suppliers or third Parties.



2. If the obligation of warranty period is not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to CONTRACTOR. Risk & subsequent cost to this effect if any will be liability of the CONTRACTOR and any subsequent expenses on the equipment will also be borne by the CONTRACTOR.

39. Extension of Time:

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

40. Taxes and Duties

CONTRACTOR and its Personnel shall be liable to pay such direct or indirect taxes duties, fees, and other impositions levied under the Applicable Laws, the amount of which deemed to have been included in Contract Price.

41. All terms and condition of the tender document will remain part of this agreement.

42. CONTRACTOR shall provide the performance security in the form acceptable to the Bank for the 5% of the tender value for the period of 1 Year from the date of Submission of performance security. In case CONTRACTOR does not fulfill its commitments, the bank reserves the right to enforce the performance security as per SPPRA Rules.

43. The term of this agreement shall be for the period of one year, commencing from 4th Feb, 2026 till Feb 28 27 of this agreement and may be extended every year after mutual consent of both parties.

44. CONTRACTOR shall comply with Environmental, Social, and Governance (ESG) standards by ensuring lawful e-waste disposal, promoting energy efficiency and low-carbon practices, adhering to labor laws and safe working conditions, safeguarding data privacy and cybersecurity, maintaining ethical practices and proper documentation, and promptly reporting any ESG or regulatory non-compliance to the Bank; Vendors are encouraged to obtain and provide evidence of relevant certifications upon request.

45. Contractors (Goods and Materials) shall comply with Environmental, Social, and Governance (ESG) standards by adopting sustainable sourcing practices, reducing packaging waste, using eco-friendly materials, and complying with applicable environmental regulations; respecting human rights and labor laws, promoting employee health, safety, and welfare, and prohibiting child labor, forced labor, and discrimination; and maintaining transparent records, avoiding unethical practices such as bribery or fraud, and promptly notifying the Bank of any ESG risks or incidents in the supply chain, while being encouraged to obtain and provide evidence of relevant certifications upon request.

46. Blacklisting / Debarment Clause

In the event of any breach, negligence, misconduct, fraud, non-performance, delay in performance, violation of agreed terms and conditions, regulatory non-compliance, security lapse, concealment of material facts, submission of false information/documents, unethical conduct, or failure to maintain the required standards by the Contractor/Vendor, resulting in reputational damage, operational disruption, customer complaints, financial loss, litigation exposure, regulatory action, cybersecurity incident, data compromise, or any direct or indirect loss to the Bank, the Bank shall have the absolute right, at its sole discretion, to suspend, terminate, blacklist/debar the Contractor/Vendor from present and future business dealings, either temporarily or permanently, without prejudice to the Bank's rights to seek indemnification, damages, recovery of losses, or any other remedies available under applicable laws and this Agreement.

47. Cybersecurity & Information Security Clause

The Contractor/Vendor/Service Provider shall implement and maintain appropriate administrative, technical, logical, and physical security controls in accordance with internationally accepted industry standards and regulatory requirements (updated time to time) to safeguard the Bank's systems, applications, infrastructure, networks, and data against unauthorized access, cyber threats, malware, ransomware, phishing attacks, data leakage, destruction, or compromise.

The Contractor/Vendor/Service Provider shall immediately notify the Bank of any actual or suspected cybersecurity incident, security breach, or vulnerability affecting the Bank and shall fully cooperate in investigation, mitigation, containment, and remediation activities at its own cost.

48. Right of Set-Off Clause

The Bank shall have the right to deduct, recover, or set off any amount payable by the Contractor/Vendor/Service Provider against any payments due or becoming due under this Agreement or any other arrangement with the Bank.

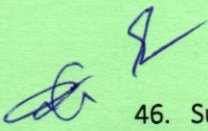
49. Penalties/Termination Clause

The Contractor/Vendor/Service Provider shall provide services strictly in accordance with agreed Service Levels, response times, uptime commitments, resolution timelines, and performance standards. Failure to meet agreed service levels shall entitle the Bank to impose penalties, deduct payments, suspend services, require corrective measures, or terminate the Agreement.

The Bank may terminate this Agreement, wholly or partially, with immediate effect upon occurrence of breach, fraud, regulatory non-compliance, security incident, prolonged delay, non-performance, misconduct, or any act prejudicial to the interests of the Bank.

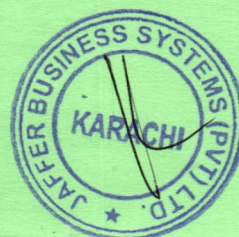
“In the event of any breach, negligence, non-performance, delay in performance, misconduct, violation of agreed terms and conditions, or failure to maintain the required standards by the Contractor, resulting in reputational damage, operational disruption, regulatory exposure, customer complaints, financial loss, litigation risk, data/security compromise, or any other direct or indirect loss to the Bank, the Bank shall reserve the absolute right to blacklist/debar the Contractor in its records and discontinue any present or future business relationship without prejudice to any other legal remedies available to the Bank under applicable laws and the agreement.”



 46. Support Escalation Matrix:

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

LEVEL-1	Name/Designation (support staff)	Khalid Qureshi Business development Manager
Generic Support: First complain if the call is not resolved "within specified response time" (24 hours) Security Related Support: First complain if the call is not resolved "within specified response time" (4 hours)	Landline Phone	021111527527
	Email	Khalid.qureshi@jbs.live;customer care@jbs.live
	Cell	0345-8261826
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	Saleha Ansari
Generic Support: 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) Security Related Support: 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 (12 hours)	Landline Phone	021111527527
	Email	customercare@jbs.live
	Cell	0346-8200941
LEVEL-3	Name/Designation (CEO of the firm)	Mr. Rehanullah
Generic Support: 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 (72 hours) Security Related Support: 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 (24 hours)	Landline Phone	021111527527
	Email	rehan@jbs.live
	Cell	030082118691
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Services to be provided

- I. CONTRACTOR to attend and resolve support related calls on HP Servers as per Annexure "C" installed at SINDH BANK LTD. CONTRACTOR core responsibility will be to ensure that servers remain operational.
- II. CONTRACTOR to ensure replacement of faulty parts and ensures that they maintain adequate stock of spare parts. Pickup / drop of equipment / parts from the CONTRACTOR office to SINDH BANK LTD shall also be CONTRACTOR responsibility.
- III. Maintenance shall include One (1) Quarterly Preventive Maintenance of Equipment's mentioned in Annexure "A". (1 Quarter =3-months)
- IV. Preventive Maintenance will include testing of equipment's, running diagnostics, cleaning/ servicing and adjustments where necessary.

Location covered under SINDH BANK LTD's Agreement:

SINDH BANK LTD's Agreement covers units setup/installed at in the following locations.

At "Sindh Bank Head Office Karachi and Sindh Bank DR Site Lahore".

Call Logging Procedure

SINDH BANK shall contact CONTRACTOR Support Department 24/7 to make all Complaint Requests during working / Off Days & on Holidays. All Complaint Requests shall be entered via email or on phone using any one of the following methods

- Monday to Sunday & During Holidays
 - i. Via email _____ logging the complaint with at CONTRACTOR - Karachi

A complain number or reply will be provided against all complaints. SINDH BANK LTD shall write these numbers for any future reference pertaining to the particular complain. CONTRACTOR shall not be responsible for any calls logged without a complain number.

- Monday to Sunday (24/7)

CONTRACTOR is responsible for running and uptime of Servers during the SLA tenure.

CONTRACTOR shall perform the obligations, both in Lahore and in Karachi, at its own cost including parts, labor, transport, insurance etc.



With respect to defective, mal-functioning, non-functioning or other problems related to systems, backup part should be provided on immediate basis in order to keep the system up and running. CONTRACTOR shall ensure that the response time of maximum 30 minutes (phone based support) & resolution time will not exceeds 6 hours at Sindh Bank's locations.

In case part is not available and the issue is not resolve in 6 hours. CONTRACTOR will provide equivalent backup.

While attending complaint CONTRACTOR will perform associated services at the premises of the Sindh Bank, however, in case of some major defects, hardware may be taken to vendor workshop/location for rectification after providing an equivalent backup.

CONTRACTOR shall ensure that only genuine / approved parts of Manufacturer parts are being used during any replacement and all faulty and parts will be property of CONTRACTOR.

CONTRACTOR will not pass on its responsibilities and job under this agreement to any one without prior approval of Sindh Bank Ltd.

CONTRACTOR will not be responsible for any data loss and service outage in any case for the equipment covered in this SLA. Backing up and restoring any type of data is responsibility of the customer only.

CONTRACTOR will not be responsible for any OS related issue as this is beyond the scope of this SLA.

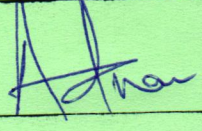
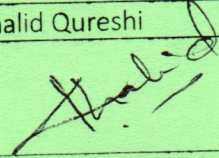
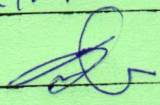
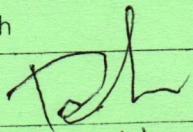
CONTRACTOR will not be responsible for part replacement against damaged and burnt parts.

Penalty Clause:

Sindh Bank will impose a penalty Contractor; if Contractor remain unable to resolve the prescribed hardware issue within the given timelines as agreed, which can be on per day basis of PAK Rupees 25,000/- (Twenty Five Thousands Rupees) and will be doubled (Fifty Thousand Rupees) after five days.



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

Sindh Bank Limited		M/s Jaffer Business Systems Private Limited	
Address:	3rd Floor, Federation House, Clifton, Karachi, Pakistan	Address:	33 A Citi Tower Main Shahrah-e- Faisal PECHS Block 6 Karachi
Name	Adnan Siddiqui	Name:	Khalid Qureshi
Signatures:		Signatures:	
Title:	HEAD OF IT	Title:	Business Development Manager
Date:		Date:	
Witness:		Witness:	
Name:	S.M. Imran	Name	Rehanullah
Signatures:		Signatures:	
Title:		Title:	Country Manager
Date:		Date:	



Annexure A

Annexure B

BILL OF QUANTITIES (BOQ) AND PRICE SCHEDULE

Supply and Installation of

S.NO	Item	Unit Price (USD) with TAX	Quantity	Amount (USD) with Tax
1	Maintenance and Support Services of HP Servers	2,520.58	5	12,602.92
3				
	*Total Amount with tax(In USD)			12602.92



Annexure -C

- SCOPE OF WORK

- Start Date :Feb 04 26- End Date: Feb 28 27

Items	Serial #
HPE DL360 Gen10 8SFF CTO Server	SGH017TR3R
HPE DL360 Gen10 8SFF CTO Server	SGH017TR3T
HPE DL380 Gen10 8SFF CTO Server	SGH017TR45
HPE DL380 Gen10 8SFF CTO Server	SGH017TR47
HPE DL380 Gen10 8SFF CTO Server	SGH017TR49



Annexure D

PAYMENT SCHEDULE

- a) Payment Terms: 100% PAYMENT AFTER RENEWAL ACTIVATION WITHIN 30 DAYS
- b) The conversion rate will be considered at the time of payment
- c) Contractor Shall Submit the Performance Security at 5% of the Contract Amount
- d) **The Performance Security Shall Be Released 1 Year After expiry.**





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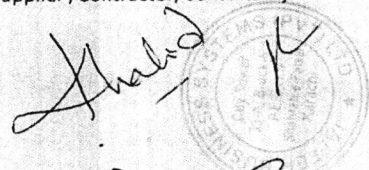
Jaffer Business Systems Private Limited certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation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

Jaffer Business Systems Private Limited accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **Jaffer Business Systems Private Limited** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **Jaffer Business Systems Private 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]

A handwritten signature in dark ink is written over a circular embossed stamp. The stamp contains the text "JAFER BUSINESS SYSTEMS PRIVATE LIMITED" around the perimeter and "PUNJAB" at the bottom.

*Jaffer Business Systems
Pvt Ltd.*