

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/Information Technology
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT./ OTHER _____ Scheduled Bank
- 3) TITLE OF CONTRACT _____ Supply & Installation of Microsoft Office 2024
- 4) TENDER NUMBER _____ SNDB/COK/ADMIN/TD/1490/2025
- 5) BRIEF DESCRIPTION OF CONTRACT _____ Supply & Installation of Microsoft Office 2024
- 6) FORUM THAT APPROVED THE SCHEME _____ Competent Authority
- 7) TENDER ESTIMATED VALUE _____ Rs.12,078,061.8/-
- 8) ENGINEER'S ESTIMATE _____
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) _____ 1 Year
- 10) TENDER OPENED ON (DATE & TIME) _____ 13.11.2025 1100 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD _____ 3 FOC
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____ 3
- 14) BID EVALUATION REPORT _____ 22.12.2025
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____ M/s. Pakistan Mobile Communication Limited (Jaz)
- 16) CONTRACT AWARD PRICE _____ Rs.9,046,914/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT _____
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1 M/s. Pakistan Mobile Communication Pvt Ltd (Jaz)
2.M/s. ITCS 3. M/s. Enterprise IT Solution
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

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

Competent Authority

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

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

Yes	SPPRA NIT EPADS <u>S-251515400</u> <u>28 OCT-25</u>
No	

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

Yes	<u>Tribun, Toaj & Sany</u>
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

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

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	

Signature & Official Stamp of
Authorized Officer


Tabish Ali Shah

Head of Administration
SINDH BANK LIMITED

~~21/1/26~~ 21/1/26

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

13

Date:

Bid Evaluation Report		
Supply & Installation of Microsoft Office 2024 (Standard).		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1490/2025
3	Tender Description	Supply & Installation of Microsoft Office 2024 (Standard).
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA NIT EPADS-S S-251095404/S-251095403/S-251095401/S-251095400 Express Tribune, Sindh Express, Daily Express (28/10//2025)
6	Total Bids Received	03
8	Technical / Financial Bid Opening Date	13/11/2025 Time: 1100 Hours
9	No of Bid Technically Qualified	03
10	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost Rs. 12,078,061.8/-	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Pakistan Mobile Communication (JAZZ).	Rs. 9,046,914/-	Lowest Qualified Bidder.	Rs, 3,031,147.8/- Below with the estimated cost	Accepted Being the Most Advantageous Bid	
2	M/s ITCS (IT Consulting & Services).	Rs. 9,119,242.69/-	2 nd Bidder.	Rs, 2,958,819.11/- Below with the estimated cost	2 nd Bidder.	
3	M/s Enterprise IT Solutions.	Rs. 9,612,438.12/-	3 rd Bidder.	Rs, 2,465,623.68/- Below with the estimated cost	3 rd Bidder.	

Note: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, **M/s Pakistan Mobile Communication LTD (JAZZ)** is the most advantageous bid and hence recommended for Supply & Installation of Microsoft Office 2024 (Standard).

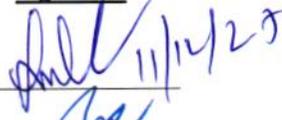
Members – Procurement Committee

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

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

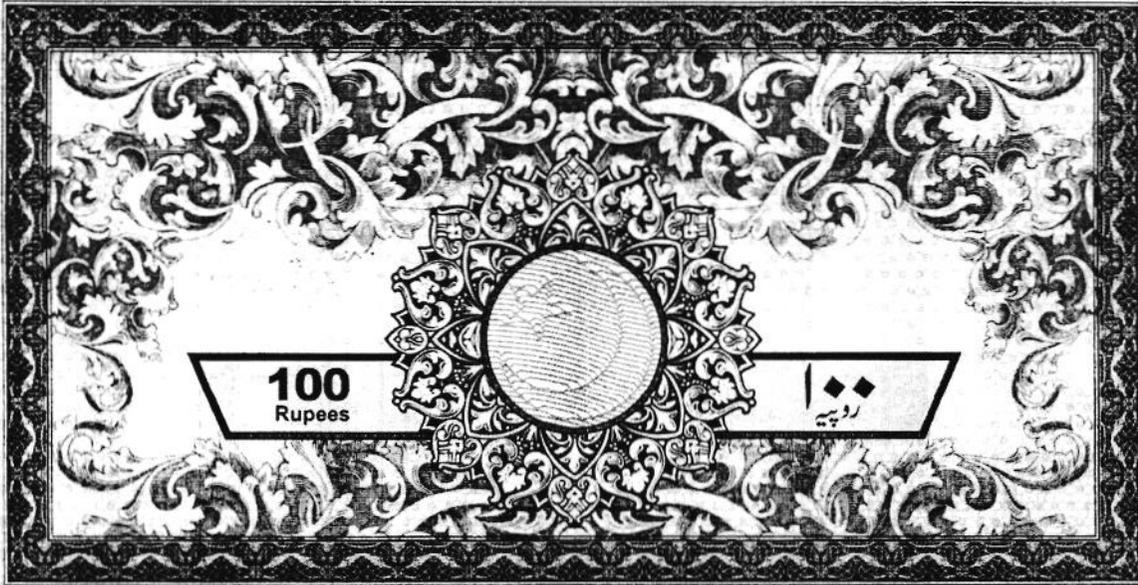
(Mr. Parvez Ali Bhutto) Director Works & Service (Sindh Madressatul University) Member

Signature





T230662



Muhammad Rashid Jamal Stamp Vendor
Licence No. 28, Shop No. 18A-242,
Block-C, North Nazimabad, Karachi.-33

S No Date
Issued to With Address
Through With Address
Purpose
Value Rs.
Stamp Vendor's Signature

12130

11 NOV 2025

INTEGRITY PACT

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

Contract Number: SNDB/COK/ADMIN/TD/1490/2025

Dated: 30-12-2025

Contract Value: Rs.9,046,914/-

Contract Title: Supply & Installation Of Microsoft Office 2024 (Standard)

[Pakistan Mobile Communications 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 Mobile Communications 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 Mobile Communications 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 Mobile Communications 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 Mobile Communications 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 Mobile Communications 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]

[[Pakistan Mobile Communications Limited]]



3. SECTION –III TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Sindh Bank Limited requires Supply & Installation of Microsoft Office 2024 or the latest version (Standard) (CSP Preputiale). The requirement will be issued on 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 done on supply of the actual number of items. The purchase of item will be spread over the year as needed.

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

Microsoft Windows		QTY
	Specification	
License	Supply & Installation of Microsoft Office 2024 or the latest version (Standard) (CSP Preputiale)	75

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

License /Warranty / Support /

It will be mandatory for the Bidder to provide a license /Warranty/Support for (01) year for the product and provide on-site support 24x7x365 days, extendable at the Bank's discretion. The license /Warranty/Support period of one year would commence from the date of issue of the Completion Certificate by the Bank. During the Warranty period, the Bidder would be required to undertake all necessary modifications not falling under the purview of 'Change Management', such as updates, bug fixes, changes in the application, or any other support as and when required at no extra cost.

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

Delivery Time: Within 03 to 04 Weeks

با اختیار عوام

PRE BID MEETING:

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

PURCHASE ORDER

PO No: 301225

Date: 30-12-2025

M/s Pakistan Mobile Communications Limited,
Jazz World Headquarters, 9th Floor,
C2 Tower, New Blue Area,
G-9/2, Islamabad.

Subject: Supply & Installation of Microsoft Office 2024 (Standard)

Dear Sir,

With Reference to the Tender Bid SNDB/COK/ADMIN/TD/1490/2025 Dated 28-010-2025 For Supply & Installation of Microsoft Office 2024 (Standard) at Sindh Bank Ltd Submitted by you. After detail review the Sindh Bank Ltd Management is pleased to inform that your Tender Bid is accepted

ITEM	Unit Cost	QTY	Total Amount With All Taxes.
Supply & Installation of Microsoft Office 2024 (Standard).	Rs. 120,626/-	75	Rs. 9,046,914/-

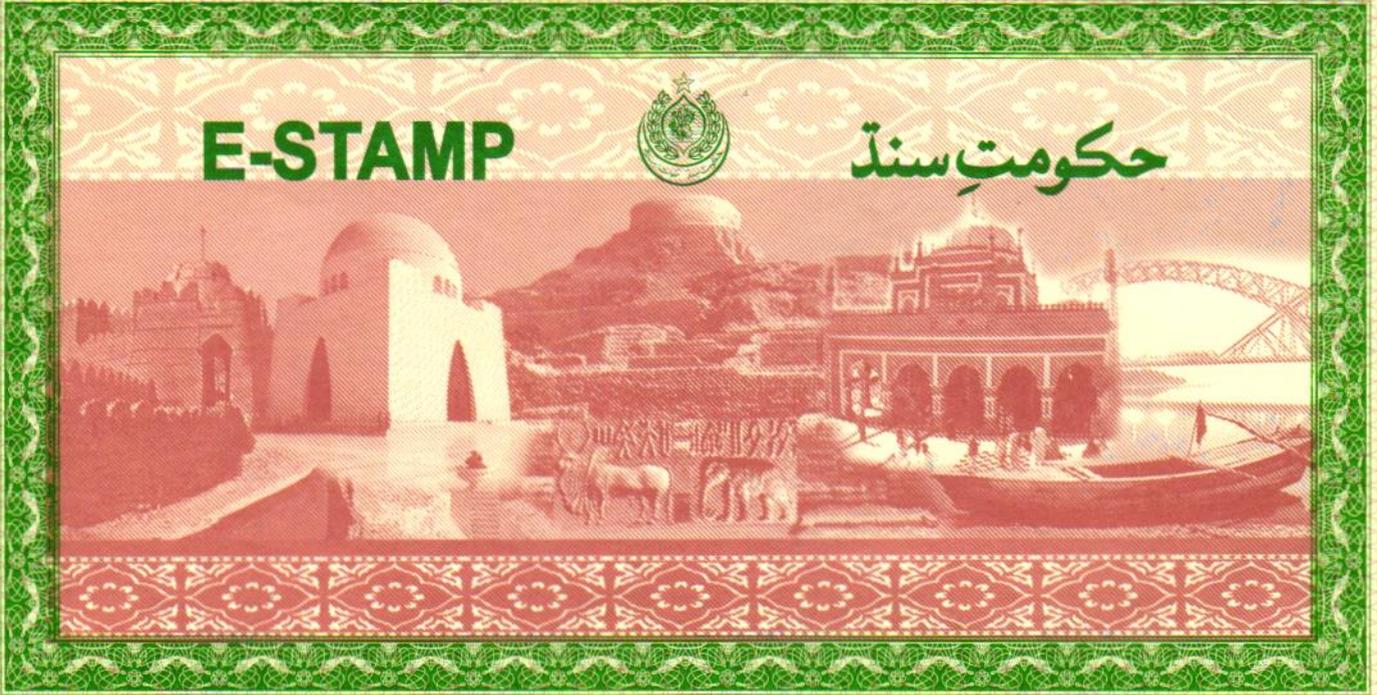
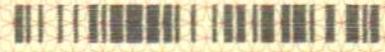
Terms & Conditions

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


S. Zeeshan Ul Haq
SVP-I/I.T. Division


Adnan Siddiqui
Head of IT
14/1/2026

C576819



BOP-0664-622641

GoS-KHI-113A644A723891FB

Non-Judicial

Rs 31,665/-

Description	: Contract - 15(a)
Principal	: Sindh Bank Limited [36540087]
Contractor	: Pakistan Mobile Communication Limited [08026947]
Applicant	: Muhammad Aamir Khan [42201-6400125-5]
Stamp Duty Paid by	: Pakistan Mobile Communication Limited [08026947]
Issue Date	: 26-Dec-2025, 11:28:32 AM
Paid Through Challan	: 2025E44ACD40ED1B
Amount in Words	: Thirty One Thousand Six Hundred and Sixty Five 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.

SNDB/HO/ADMIN/TD/1490/2025

AGREEMENT

SINDH BANK LIMITED

HEAD OFFICE 3rd Floor,
Federation House, Abdullah Shah
Ghazi Road, Clifton, Karachi 75600

AND

PAKISTAN MOBILE COMMUNICATIONS LIMITED

Jazz World Headquarters, 9th Floor, C2 Tower, New Blue Area, G-9/2, Islamabad



Handwritten signatures in blue ink



Dated: 29th December 2025

THIS SERVICE LEVEL AGREEMENT (“Agreement”) is made at Karachi on this 29 day of December 2025 and shall be deemed to be effective from (30th December 2025) till, (30th December 2026) by and between.

BY AND BETWEEN

Sindh Bank Limited, a banking company incorporated under the laws of Pakistan and having its registered office at **HEAD OFFICE 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi 75600** and its operational head office at (hereinafter referred to as **“SNDB”** which expression shall, wherever the context so permits, mean and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the one part;

AND

M/s Pakistan Mobile Communications Limited, a Company registered under laws of Pakistan and having its registered office at Jazz World Headquarters, 9th Floor, C2 Tower, New Blue Area, G-9/2, Islamabad ,

(hereinafter referred to as **“PMCL”** and/or **“Service Provider”** which expression shall, wherever the context so permits, mean and include its administrators, authorized representatives, successors-in-interest, nominees, legal representatives and permitted assigns) of the other part.

(**SNDB** and **PMCL** may hereinafter collectively be referred to as the **“Parties”** and singly as **“Party”**).



Adna *AM* *J*

RECITALS

WHEREAS,

- a) **SNDB** is a banking company desirous of hiring the Services;
- b) **Pakistan Mobile Communications Limited** represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to **SNDB** as detailed herein; and
- c) Based on the representation of Pakistan Mobile Communications Limited, **SNDB** has agreed to avail the Services from **Pakistan Mobile Communications Limited** on the terms and conditions as set out in this Agreement.
- d) All terms and condition of the tender documents will remain part of this agreement.

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

1. Interpretations 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 include 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 as defined in the preamble and shall include all appendices attached thereto;

“**Confidential Information**” is defined in Clause 10;

“**Force Majeure Event**” is defined in Clause 12;

“**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 this Agreement; and

“**Services**” means the services to be provided by Pakistan Mobile Communications Limited to **SNDB** under this Agreement;



Handwritten signatures in blue ink: 'Aman', 'mn', and 'JA'.

2. Term, Termination, and Notices

- 2.1 All terms & conditions of tender documents shall remain part of this Agreement.
- 2.2 This Agreement shall be deemed to be effective from its execution / effective date mentioned at the top of Agreement and shall remain in full force and effect for **1 Year** unless terminated earlier by either Party in terms of clause 2.3 below.
- 2.3 Agreement will be terminated:
- If either Party, in the judgment of the other has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
 - If either Party, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement after serving upon the other Party a prior thirty (30) day notice, in writing, communicating said Party's intention to terminate the Agreement.
 - If issued **two (2) warning letters** / emails by **SNDB** Ltd for unsatisfactory current performance of Pakistan Mobile Communications Limited.

3. Services / Obligations on _____

Pakistan Mobile Communications Limited shall provide the Services as set out under.

4. Payment Terms

- In consideration of the covenants and agreements to be kept and performed by Pakistan Mobile Communications Limited and for the faithful performance of this Agreement, **SNDB** shall pay and Pakistan Mobile Communications Limited shall receive and accept (as full and final compensation for the Services furnished by Pakistan Mobile Communications Limited under this Agreement) the payments as per **Agreement**.
- It is expressly agreed between the Parties that the payment to be made by **SNDB** to Pakistan Mobile Communications Limited for the Services rendered shall be fixed price during the entire duration of this Agreement without any revisions or negotiations in the price during the term of this Agreement. However, after the term of this Agreement, the rates may be revised with mutual consent.
- SNDB** shall be entitled to set off against and deduct and recover from any fees or other sums payable by **SNDB** to Pakistan Mobile Communications Limited at any time, after providing a prior fifteen (15) day written notice to PMCL, 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
- The payments to be made to Pakistan Mobile Communications Limited in terms of this Clause 4 shall constitute the entire remuneration to Pakistan Mobile Communications Limited in connection with the Services provided under this Agreement and neither Pakistan Mobile Communications Limited 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.

5. Service Provider Penalty

If **M/s Pakistan Mobile Communications Limited** fails to provide a solution within the agreed Timeline, then Sindh Bank may be entitled to charge the penalty at the following rates with following considerations.

Penalty Rates

- Rs.5, 000/- per day or
- 3% per month of the contract value whichever is higher

6. Exit Management



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If the Service Provider terminates this Agreement pursuant to Clause 2, it undertakes to cooperate with **SNDB** in complying with the exit management plan that **SNDB** shall formulate and require the Service Provider to abide by to ensure the smooth transition of Services in absence of the Service Provider.

7. Complaint Handling Procedure

Business Email: cloudsupport@jazz.com.pk
Garaj Helpline: 0304-1110365
Garaj Self Service Portal: <https://garajcloud.com>

8. Business Continuity Plan

Service Provider represents and warrants to **SNDB** that it has and shall maintain a business continuity and disaster recovery plan to enable delivery and performance of Services upon the occurrence of any event or circumstance beyond Service Provider's control, including without limitation acts of God, war or terrorist attack, pandemic, riot, fire, explosion, catastrophic weather event or natural disaster at any primary locations, and agrees to review such plan with **SNDB** upon request.

9. Renegotiation /Renewal

The Service Provider agrees that **SNDB** shall, subject to PMCL's consent, reserve the right to renew this agreement on renegotiated terms and conditions, as may be agreed between the Parties.

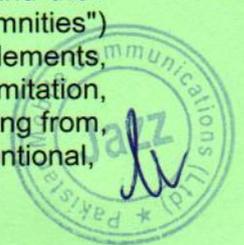
10. Confidentiality

- i. For the purposes of this Agreement, the term "Confidential Information" shall mean technical, financial and commercial information and data relating to a Party or its Affiliate's respective businesses, finances, planning, facilities, products, Services, techniques, processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, company names and other technical, financial or commercial information and intellectual properties, whether in tangible or intangible form.
- ii. Each Party shall ensure that it maintains confidentiality to the terms and conditions of this Agreement and the Confidential Information and shall ensure that it does not divulge or disclose them to any other person who is not a party to this Agreement.
- iii. Pakistan Mobile Communications Limited Acknowledges that the **SNDB** is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, Pakistan Mobile Communications Limited shall not disclose any data, information or other affairs of **SNDB** customers which may come to the knowledge of Pakistan Mobile Communications Limited in providing the above Services. Pakistan Mobile Communications Limited undertakes to obtain from its employees involved in the Services to provide written undertakings to maintain the confidentiality obligations of Pakistan Mobile Communications Limited under this Agreement.
- iv. In the event of breach of the confidentiality provisions laid out under this clause, the breaching Party shall be liable to pay damages to the **other Party** and shall indemnify and hold harmless the **other** against any injury arising out of any breach of this clause.
- v. This clause shall continue to survive for ten (10) years following the expiration and/or termination of this Agreement.

11. Indemnification

- i. Each Party (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the **other** 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,

Handwritten signatures and initials.



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).

ii. This clause shall also survive after termination of this Agreement.

12. Force Majeure

- I. 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.
- II. 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 because of Force Majeure.
- III. If, as the result of Force Majeure, a Party is unable to perform a material portion of the Services for a period of not less than **thirty (30) days**, the other shall have the right to terminate this Agreement by serving the other with a prior seven (07) day written notice communicating said intent to terminate.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Pakistan. Any disputes, controversy or claim arising out of or in relation to this Agreement, which cannot be resolved amicably, will be referred for Arbitration under the Arbitration Act, 1940 and its rules thereunder, as amended from time to time. Arbitration will take place in Islamabad, Pakistan and a sole arbitrator will be appointed with the written mutual consent of the Parties, or by the court in the event that the Parties are unable to agree to a choice of Arbitrator. The decision of the Arbitrator shall be final and binding on both the Parties.

14. 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.

15. Ensuring Access to SBP

Pakistan Mobile Communications Limited and **SNDB** 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 Pakistan Mobile Communications Limited if required.

16. Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by **SNDB** or the Pakistan Mobile Communications Limited may be taken or executed by the authorized officials.

17. Good 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

18. Conflict of Interest

Adnan *an* *JA*



Pakistan Mobile Communications Limited shall hold the **SNDB** interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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19. Anti- Money Laundering Requirement:

Each Party acknowledges that it does 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.

20. Third Party Rights

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

21. Obligation of the Contractor

- I. Pakistan Mobile Communications Limited shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. Pakistan Mobile Communications Limited shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the **SNDB**., and shall at all times support and safeguard the **SNDB** legitimate interests in any dealing with Sub-Suppliers or third Parties.
- II. If the obligation of warranty period is not met or delayed, the repair etc. requirement on this account will be carried out by **SNDB** & the billed amount will be deducted from the performance security/ upcoming payment due to Pakistan Mobile Communications Limited. Risk & subsequent cost to this effect if any will be liability of the Pakistan Mobile Communications Limited and any subsequent expenses on the equipment will also be borne by the Pakistan Mobile Communications Limited
- III. Pakistan Mobile Communications Limited shall provide the performance security in the form acceptable to **SNDB** for the **10% of the tender value for the period of 1 Year** from the date of Submission of performance security. In case Pakistan Mobile Communications Limited does not fulfill its commitments, "**SNDB**" reserves the right to enforce the performance security provided PMCL has first been granted a sixty (60) day cure period for the redressal or remedying of the breach or default alleged by SNDB, which shall be granted in the form of a written notice clearly identifying the breach or default alleged against PMCL. Said performance security may only be encashed if PMCL fails to remedy or redress the breach alleged.

22. Taxes and Duties

Pakistan Mobile Communications Limited 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.

23. Assignment

Either Party will not assign its job or obligations under the Agreement to anyone, except with the prior written permission of the other Party.

24. Notices

- I. 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 (or any other address it has notified to the other Party in accordance with this Clause as follows: by hand; by registered post; or by

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other electronic method of communication agreed in writing from time to time between the Parties.

- II. 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.
- III. Notices

Notices to M/s Pakistan Mobile Communications Limited will be sent to:

Attention:
Mr. Muhamad Khurram
Jazz World Headquarters, 9th Floor, C2 Tower, New Blue Area, G-9/2,
Islamabad

Notices to SNDB will be sent to:

Attention: Information Technology Division
Address: 3rd Floor, Federation House, Clifton, Karachi.
Fax: 35870543

25. Amendments

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

26. _____ UNDERTAKINGS

PMCL agrees and undertakes that,

- I. 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. Pakistan Mobile Communications Limited 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;
- II. 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, Pakistan Mobile Communications Limited has a discretion exercisable as between **SNDB** and any third party concerned, Pakistan Mobile Communications Limited shall exercise its discretion fairly;
- III. It shall retain full responsibility for all the Services which it is committed to render under this Agreement;
- IV. It shall give all notices and comply with all the laws and regulations applicable to furnishing and performance of the Services. **SNDB** shall not be responsible for monitoring Pakistan Mobile Communications Limited's compliance with any laws or regulations;
- V. The Services will be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care;
- VI. 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 Pakistan Mobile Communications Limited, 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
- VII. Pakistan Mobile Communications Limited and its employees shall respect the laws and customs of Pakistan.

27. Warranties and Representations



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- I. 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.
- II. 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.
- III. Both Parties will use all reasonable care, skill and diligence in carrying out their obligations, duties and responsibilities under this Agreement.
- IV. Any and all pre-existing intellectual property rights (legal and beneficial) shall remain in the ownership of the Party having created or owing the same immediately prior to the signing of this Agreement, and nothing in this Agreement shall be deemed to confer the transfer and/or licensing of one Party's intellectual property rights to the other.
- V. 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.
- VI. Each Party acknowledges that **SNDB** has entered into this Agreement on the basis of the representations and undertakings made by the other throughout this Agreement.

28. Limitation of Liability

Except in case of PMCL's willful misconduct, the liability of PMCL with respect to any subject matter of this Agreement, under any contract, tort, negligence, strict liability or any other theory, shall not exceed the total amount of all payment to be made by SNDB under this Agreement.

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29. 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.

30. Intellectual Property

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- I. Each Party agrees it shall not use any of **the other's** names, logos, trademarks, trade secrets, copyrights, patents, designs and other intellectual property rights without the prior express written consent of **the other party**.
- II. Without prejudice to the other provisions of this Agreement, any infringement of intellectual property rights by either Party shall be deemed to be a material breach of a condition of this Agreement and shall entitle **the other Party** to terminate this Agreement forthwith upon prior written notice to the breaching Party.

31. Damage to Persons and Property

- I. Each Party shall indemnify, defend and hold harmless **the other**, all personnel in the service of **the other** and its directors and shareholders against all losses, expenses, liabilities and claims for any injuries suffered by any Pakistan Mobile Communications Limited employee at the **SNDB** Lounges or personal injury including death of any Pakistan Mobile Communications Limited employee, or damage to any property whatsoever which may arise out of or in consequence of the performance of any of its obligations under this Agreement or is directly attributable to it, as well as against all claims, demands, costs, charges and expenses, whatsoever in respect of or in relation thereto.
- II. Notwithstanding anything contrary to the aforesaid provisions, if the designated personnel of Pakistan Mobile Communications Limited are unable to provide the Services to **SNDB** for more than ten (10) consecutive days for any reason whatsoever Pakistan Mobile Communications Limited will have to immediately depute other



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designated personnel to provide such Services to **SNDB** and such designated personnel shall continue providing such Services on the terms and conditions mentioned in this Agreement.

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32. Rights to Audit and Inspection

Pakistan Mobile Communications Limited agrees, upon prior written notice, to allow **SNDB**, its auditors and/or regulators (including State Bank of Pakistan), to inspect, examine and audit any operational and business records of Pakistan Mobile Communications Limited which are directly relevant to the Services as set forth in this Agreement. [**Pakistan Mobile Communications Limited**] agrees to readily provide access to including but not limited to information, records, data applications, data bases, networks, network devices and systems, pertaining to this Agreement, as far as required by the auditors/regulators of **SNDB**.

33. Unauthorized Solicitation of Employees

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

34. Non-Agency

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

35. Assignment and Sub-Letting

- I. This Agreement is personal in nature, and cannot be assigned by either Party without prior written permission of **the other**.
- II. Either Party shall have no right to set or outsource all or any part of this Agreement or its obligations, rights and interests hereunder, to any third party without the prior written approval of **the other**.

36. Time of Essence

Pakistan Mobile Communications Limited 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 **SNDB**, immediately commencing from the date of signing of this Agreement.

37. 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.

38. 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.

39. 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.

Note: The contract/agreement will be for one-year period, and subsequently may be extended for a further period on mutual consent of both parties on terms and conditions to be mutually agreed between the Parties in writing.



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Payment Terms

- Payment: SNDB will pay Complete Payment 30 days after invoice (As per tender)

ANNEXURE "F"

8.6 FINANCIAL BID FORM/PRICE SCHEDULE
PRICE SCHEDULE
 (Applicable for the year 2025-2026)

Name of Bidder **PMCL - Jazz**

S. No	Item	Unit Cost	Quantity	Total amount with all taxes
01	Supply & Installation of Microsoft Office 2024 (Standard) (CSP Preputial)	120,626	75	9,046,914
*Total Amount with all taxes in PKR				9,046,914 PKR

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

- The company will be considered disqualified from the very outset, if not GST registered.
- The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security: 5% of the *Total Estimated cost (5% of the Rs. 11,996,944= Rs. 599,847/-) will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favor of Sindh Bank Ltd.
- In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
- Most Advantageous Bid is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 49 may please be referred. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.
- The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
- The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
- In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
- Pre Bid Meeting: Within one week (For Any Clarification)
- Note: There can be subsequent modification or amendment to this specific tender for which it



Pakistan Mobile Communications Limited
 T +92 51 2817 533, F +92 51 2817 551
 Digital Headquarters, DHQ 1,
 1-A Kohistan Road, F-6 Markaz,
 Islamabad, Pakistan.

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

For and on behalf of
[Pakistan Mobile Communications Limited]

Name: Mr. Talib Rizvi
 Designation: Head of the Department (B2G)
 Seal:

For and on behalf of
Sindh Bank Limited

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

WITNESSES:

WITNESSES:

Name: Mr. Faisal Qayyum
 Designation: Head of Cloud Sales – B2G

[Handwritten Signature]