

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
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT./ OTHER _____ Scheduled Bank
- 3) TITLE OF CONTRACT _____ Supply & Personalization of Paypak Zakat Debit Cards
- 4) TENDER NUMBER _____ SNDB/COK/ADMIN1324/2023
- 5) BRIEF DESCRIPTION OF CONTRACT _____ Supply & Personalization of Paypak Zakat Debit Cards
- 6) FORUM THAT APPROVED THE SCHEME _____ Competent Authority
- 7) TENDER ESTIMATED VALUE _____ Rs.48,496,240/-
- 8) ENGINEER'S ESTIMATE _____
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) _____ 1 Year
- 10) TENDER OPENED ON (DATE & TIME) _____ 18/05/2023 at 11 45 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD ¹ _____
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED ¹ _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS ¹ _____
- 14) BID EVALUATION REPORT _____ 09/06/2023
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____ M/s. 1 Link. 1 HQ. Lower Floor. Block 5 Clifton
Ka
- 16) CONTRACT AWARD PRICE _____ Rs.48,309,716/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT _____
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. 1 Link
- 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 No.T00531-22-0040. 28.04.2023
No	

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

Yes	Express Tribune , Express & Sobh 28.04.2023
No	

22) NATURE OF CONTRACT

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

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

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

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

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

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

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

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

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	

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

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

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

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer

23/6/2027
MUSHAQ ABBAS SOOMRO
Head of Administration & Security
Administration Division
Sindh 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

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Reset

INTEGRITY PACT

Annexure "D"

Declaration of Fees, Commissions and Brokerage etc. Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010

ILINK Private Limited [the Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

ILINK (PVT) LIMITED

Signature: Suleman

Name: SYED SULEMAN HASAN

NIC No: 42201-8548801-1



ILINK (PVT.) LTD.

Suite 211 - 212, Park Towers, Clifton Block 8, Karachi, Pakistan

+92 21 11 11 11 ILINK (15465)

www.illink.net.pk

ILINK Pvt.Ltd

ILINK Pvt.Ltd

PayPal

3. SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited requires Supply & Personalization of PayPak Zakat Debit (EMV + NFC) Cards. The requirement will be issued on need basis. Therefore quantity may vary depends on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work below and in this context no claim will be entertained. Payment will be done on supply of actual numbers of items. The purchase of item will be spread over the year as needed.

Required items should strictly be in accordance with the below specifications.

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

Type	Dual Interface
Standard compliance	ISO 14443-1 compliant
Magnetic Stripe	ISO 7816 -4, -5 compliant
Quantity	65,000
Delivery Time	Within 8 Weeks

NOTE

- i. The tender will be dealt as per single stage one envelope method i.e. the financial and technical bids will be opened at one time and after announcing of financial bids, the contract will be awarded to a bidder who qualifies the eligibility criteria & Offered lowest evaluated financial bid.
- ii. This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. If the 1st lowest bidder is disqualified evaluation criteria, then next lowest bid will be evaluated. Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on. On qualification of a bidder during this process no further evaluation will be done.
- iii. Selected bidder must provide a demo/sample unit immediately (within two working days) for necessary inspection/verification of the specifications.

Personalization of Pay Pak Zakat (EMV + NFC) Debit Cards

Sindh Bank also requires Personalization of Pay Pak Zakat (EMV + NFC) Dual Interface DEBIT Cards on need basis. The data will be provided by the bank and vendor will print name, PAN No, expiry date etc and encode magnetic strip track 1 and track 2 accordingly. This also includes card embossing, indenting, tipping, Chip & magstrip encoding and CVV number printing as per PAYPAK approved specification. Bank will choose one of option i.e. embossing, indenting and tipping as required. Vendor will responsible to print relevant letters on specific stationary and pack along with cards in envelope and deliver it to Sindh Bank Head Office.

The estimated quantity will be 65,000. The quantity may vary depends on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work and in this context no claim will be entertained. Payment will be done on actual numbers. Delivery time will be within 8 weeks.

PURCHASE ORDER

PO No: 01260

Date: 16-06-2023

M/s 1Link (Pvt) Ltd,
 Suite 211-212 Park Towers,
 Clifton Block,
Karachi.

Subject: Supply & Personalization of PayPak Zakat Debit (EMV+NFC) Cards

Dear Sir,

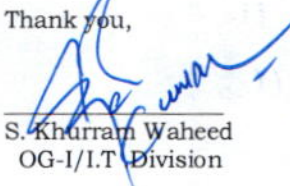
With Reference to the Tender Bid SNDB/COK/ADMIN/TD/1324/2023 Dated 28-04-2023 For Supply & Personalization of PayPak Zakat Debit (EMV+NFC) Cards at Sindh Bank Ltd Submitted by you. After detail review the Sindh Bank Ltd Management is pleased to inform that your Tender Bid is accepted

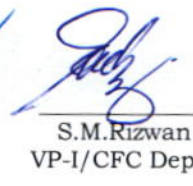
S.NO	Description	Qty	Unit Price PKR (Including All Taxes) (286.96\$ Apply)	Total Price (PKR) (Including All Taxes)
1	Supply & Personalization of PayPak Zakat Debit (EMV+NFC) Cards	37,000	743.2	27,498,400/-


Terms & Conditions

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

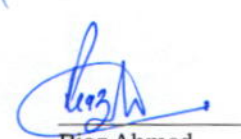
Thank you,

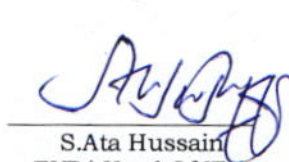

 S. Khurram Waheed
 OG-I/I.T Division


 S.M. Rizwan
 VP-I/CFC Dept


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


 Hasnain Ali Merchant
 SVP-I/PS Division.


 Riaz Ahmed
 EVP-II/ I.T Division


 S. Ata Hussain
 EVP/ Head Of IT

SINDH BANK LIMITED
 HEAD OFFICE
 3RD FLOOR, FEDERATION HOUSE
 ABDULLAH SHAH GHAZI ROAD
 CLIFTON KARACHI-75600.

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 فیکس: +92 21 35870543

سندھ بینک لمیٹڈ
 ہیڈ آفس: تیسری منزل، فیڈریشن ہاؤس،
 عبداللہ شاہ غازی روڈ، کلپٹن، کراچی۔ ۷۵۶۰۰۔ پاکستان

SNDB/COK/ADMIN/TD/1324/2023
15/06/2023

M/s. Ilink (pvt) Ltd
Suite 211-212 Park Tower
Clifton Block 5
Karachi

Subject: Acceptance of Bid – Supply & Personalization of PayPak Zakat Debit (EMV + NFC) Cards

The management of Sindh Bank Limited is pleased to accept the Bid to M/s. Ilink (pvt) Ltd by terms and conditions mentioned in our tender dated 28/04/2023.

Please acknowledge.

Sincerely,

For & behalf of Sindh Bank Limited,



Syed Rizwan
VP/Manager CFC



Hasnain Merchant
Head PSD

<u>Buyer List</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	1 Link	1150
Total		1150



ANIL RAJPUT STAMP VENDOR
Lic # 05, Shop # 113, New Ruby Centre,
Talpur Road, Boulton Market, Karachi

05 JUN 2023

OFFICE SUPERINTENDENT
Stamp Office, City Council
Karachi

DATE: 10/7/2023
ISSUED TO WITH ADDRESS MR. SYED MAHMOOD ALI RIZVI
THROUGH WITH ADDRESS MR. ADVOCATE HC/1846

PURPOSE: _____

VALUE RS. _____ ATTACHED: _____

STAMP VENDOR SIGNATURE: _____

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

Vendor Not Responsible For Fake Documents

PERSONALIZATION SERVICES

This Personalization Services Agreement (the "Agreement") is made and entered into at Karachi on this the 23 day of June, 2023 (the "Effective Date").

BY AND BETWEEN

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

AND

1LINK (PRIVATE) LIMITED, a company incorporated under the Companies Act 2017, having its registered office at 1HQ, Lower Floor, Park Towers, Block 5, Clifton, Karachi (hereinafter referred to as "**1LINK**" which expression shall, where the context so permits, be deemed to mean and include its administrators, authorized representatives, successors-in-interest and permitted assigns) of the Second Part.

(Collectively the CUSTOMER and 1LINK shall be referred to as "**Party**" or "**Parties**", which expressions shall where the context, so permits be deemed to mean and include their administrators, authorized representatives, successors-in-interest and permitted assigns)

WHEREAS:

- 1LINK has established the Perso Bureau to enable Members (defined below) to carry out request of Personalization and Fulfillment of cards.
- The CUSTOMER is desirous to avail Personalization Service(s), provided by 1LINK as a Card Receiving Entity.
- Now the Parties are willing to execute this Agreement to record their mutual understanding with respect to the foregoing.

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





E-STAMP



حکومت سندھ



NBP-0085-2306160002537046

GoS-KHI-9420EE24E428CCAB

Non-Judicial

Rs 169,085/-

Description : Contract - 15(a)
Principal : Sindh Bank Ltd [36540087]
Contractor : 1LINK PRIVATE LIMITED [22234349]
Applicant : Jaseem [42401-5117272-1]
Stamp Duty Paid by : 1LINK PRIVATE LIMITED [22234349]
Issue Date : 16-Jun-2023, 11:46:24 AM
Paid Through Challan : 2023ED3EAD378128
Amount in Words : One Lac Sixty Nine Thousand and Eighty Five Rupees Only

Please Write Below This Line



1. DEFINITIONS

- a) **"Applicable Laws"**: means any common or customary law, constitutional law, special law any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline by State Bank of Pakistan, policy, requirement or any other governmental direction having the force of law and any form or decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any governmental authority, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable to any of the Parties.
- b) **"Authority"**: means any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank) or other recognized entity of any kind or other person exercising executive, legislative, judicial, regulatory or administrative functions, which expression may where the context so requires refer to the **"Competent Authority"**;
- c) **"Batches"**: means with respect to a Purchase Order for Personalization, the frequency and volumes for delivery of Products and the term "Batch" shall be interpreted accordingly;
- d) **"Business Day"**: means a day on which banking companies in Pakistan are open for general banking business;
- e) **"Card"** means Debit cards issued with CUSTOMER's and PayPak Logo, as per the Agreement.
- f) **"Cardholder"**: means the holder of a payment card issued by the CUSTOMER;
- g) **"Card Receiving Entity"** means the bank, 1LINK Affiliate or PayPak Affiliate intends to avail Personalization Services for its Cards from 1LINK.
- h) **"Customer"** as defined in preamble and recitals.
- i) **"Force Majeure"**: means any cause beyond the control of a Party, affecting the performance and obligations of that Party, arising from acts, events, omissions, happenings or non-happenings or due to any, including but not limited to acts of God, wars, riots, strikes, accident, explosion, fire, government restrictions, pandemics, biological and/or chemical contamination of the premises, and/or act of terrorism or any other cause beyond its reasonable control.
- j) **"Fulfillment" and/or "Card Fulfillment"** means the packing of Products along with welcome letters, inserts, terms and conditions into envelopes as per the specifications provided in the Operating Guidelines;
- k) **"Materials"**: means card carriers, inserts, envelopes, welcome brochures, and personalized or impersonalized letters dispatched with a Product and pertaining to the CUSTOMER.
- l) **"Members"**: mean and includes such banking companies and other entities/Affiliates/Customers that are desirous of availing Personalization Services from 1LINK;
- m) **"Offered Products"**: means the type of payment cards, which are specified in the Operating Guidelines as capable of being Personalized in terms of this DOA and the Operating Guidelines;
- n) **"Operating Guidelines"**: means the document detailing the technical and procedural aspects of the Services which may be amended from time to time by 1LINK, which expression where context so permits may refer to PayPak Operating Guidelines and Operating Guidelines for Personalized Members (attached in Annexure B);
- o) **"Personal Data"**: means all data and other information about or pertaining to the Cardholders provided by the CUSTOMER for the purposes of this Agreement;
- p) **"Personalization"** means, with respect to the Offered Products: (i) encoding on magnetic-stripe, chip configuration, and uploading of Personal Data; (ii) embossing/indenting of Cardholder data, including but not limited to name, card number, card validity date (issue date and expiry date); and (iii) and personalized printing of welcome letter, in terms of this Agreement and the Operating Guidelines, and the expression "Personalized" and/or "Personalization Services" shall be interpreted accordingly;



- q) **"Products"**: means the Offered Products which have been Personalized by 1LINK, from time to time, in terms of this Agreement.
- r) **"Profile"**: means the payment card profiles available for Personalization;
- s) **"Project Appendix"**: means the document pertaining to procurement of Personalization, prepared in accordance with the Operating Guidelines;
- t) **"Safety Stock"**: means the stock of Stationery, Materials, or cards stored with/by 1LINK in terms of this Agreement.
- u) **"SBP"**: means the State Bank of Pakistan.
- v) **"SBP Account"**: means an account that a banking entity, maintains with the Banking Service Corporation, Karachi Office of the SBP, which expression will, where the context so requires, refer to the SBP Account of the Customer;
- w) **"Schedule of Charges"**: means the charges specified in 1LINK Schedule of Charges ("SOC") document (attached in Annexure A), and which may be amended from time to time by 1LINK;
- x) **"Services"**: has been defined in Clause 2;
- y) **"Service Level Agreement"**: means 1LINK's commitment with respect to the level of quality and timelines of its obligations under this Agreement as specified in the Operating Guidelines;
- z) **"Stationery"**: means the card carrier, mailer, envelop, inserts;
- aa) **"Taxes"**: means all federal or provincial present and future taxes, duties (including stamp and other duties), fees, surcharges, levies, imposts, deductions, octroi, excise duty, customs duty, sales tax and registration charges and any other charges and withholdings whatsoever, together with any penalties payable in connection with any failure to pay or delay in paying any of the above;
- bb) **"Unit Price"**: means the 1LINK charges per card, as mentioned in Annexure A.

Interpretation

Unless the context otherwise requires or unless otherwise specified, in this Agreement any reference to:

- (a) words importing the singular shall include the plural or vice versa;
- (b) this Agreement or to any other instrument is a reference to this Agreement or that instrument as amended, supplemented or novated from time to time and includes a reference to any instrument which amends, waives, is supplemental to, novates or is entered into, made or given pursuant to or in accordance with any of the terms of this Agreement or any such other instrument;
- (c) any person or entity shall be construed so as to include their respective successors, legal heirs and assigns from time to time;
- (d) references to persons include bodies corporate, firms and unincorporated associations;
- (e) this Agreement or any other instrument shall be construed as a reference to this Agreement or such other instrument together with any recitals, Schedules or Annexures thereto, all as amended, varied, restated, novated or supplemented;
- (f) a paragraph, article, clause, schedule or annex of this Agreement or any other instrument shall be construed as a reference to a paragraph, article, clause, schedule or annex to this Agreement or such instrument;
- (g) a Schedule or Annexure to an Agreement or other instrument shall be integral part of each of this Agreement or such instrument;
- (h) a statute, enactment, rule, regulation or order shall be construed as a reference to such statute, enactment, rule, regulation or order as the same may have been, or may from time to time be, amended or re-enacted and all subsidiary legislation and other instrument made under or deriving validity therefrom;
- (i) a time of day shall be construed as a reference to Pakistan Standard Time; and



- (j) headings in and the list of contents in this Agreement are for ease of reference only and shall be ignored in the construction of this Agreement.

2. SCOPE OF SERVICES

- 2.1 In terms of this Agreement, 1LINK has agreed to provide and the CUSTOMER has agreed to procure the following services from 1LINK from time to time ("**Services**"):
- (a) Plastic Procurement
 - (b) EMV Data Prep;
 - (c) Stationery Procurement
 - (d) Personalization/Card Personalization;
 - (e) Card Fulfillment;
 - (f) creation of PayPak Profiles in accordance with Clause 2.2; and
 - (g) storage of Safety Stock in accordance with Clause 8.
- 2.2 In the event the CUSTOMER wishes to procure Personalization with Profiles other than those available in the Operating Guidelines, 1LINK shall undertake creation of such Profile in accordance with the Operating Guidelines and applicable Schedule of Charges ("SOC"), the same shall be considered an additional/supplementary service.
- 2.3 1LINK shall also provide EMV Data Prep in terms of this Agreement and the Operating Guidelines to enable the CUSTOMER to undertake personalization of Offered Products through its own resources.
- 2.4 The CUSTOMER shall have the option of procuring Fulfillment of Products by 1LINK along with Personalization in terms of this Agreement and the Operating Guidelines.
- 2.5 In the case the CUSTOMER requires Personalization with Fulfillment then they will need to provide the embossing file with the mailer details on 1LINK Perso Bureau format mentioned in Annexure E. Also sample of 100 items each of the Stationery as per Annexure D would be required for test run on the fulfillment machine. Post approval by 1LINK Perso Bureau, the stationery will be utilized for cards fulfillment during the onboarding process.
- 2.6 The CUSTOMER shall provide their Card Management System (CMS) input embossing file on PayPak file format (Annexure E) or the prepared embossing/indenting encrypted data for Card Personalization Services.
- 2.7 The CUSTOMER shall ensure that Personal Data shall be provided to 1LINK in the format specified in the Operating Guidelines.
- 2.7 1LINK shall ensure that the Service Level Agreement specified in the Operating Guidelines shall be maintained at all times with respect to the Services.
- 2.8 Operational, technical and other modalities to provide Services under provisions of this Agreement shall be in accordance with the Operating Guidelines. 1LINK reserves the right to amend the Operating Guidelines from time to time and shall give reasonable notice of the same to the CUSTOMER.



3. ORDERING PROCEDURE

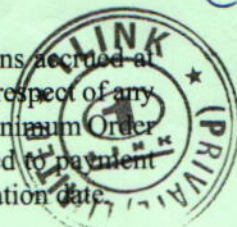
- 3.1 In order to procure Services under this Agreement, the CUSTOMER shall, from time to time, submit to 1LINK a written purchase order in accordance with the format specified in the Operating Guidelines (the "**Purchase Order**"). 1LINK shall acknowledge receipt of such Purchase Order within two (02)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

4 GENERAL DELIVERY CONDITIONS

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

5 PRICES AND PAYMENT TERMS

- 5.1. The CUSTOMER agrees to pay 1LINK the remuneration for the Services, all charges, fee and other amounts as per Annexure A and Schedule of Charges. The rates specified in the Annexure A / Schedule of Charges are exclusive of taxes. All applicable charges which are not mentioned in Annexure A will be in accordance with the Schedule of Charges.
- 5.2. 1LINK shall invoice the CUSTOMER for Services delivered in accordance with the Operating Guidelines within five (05) days of such delivery.
- 5.3 In the case annual/minimum orders specified in Article 8 and/or Annexure A for the Services are not met, prices may be reviewed at discretion of 1LINK, and CUSTOMER will be liable to pay differential amount of preceding orders.
- 5.4 If delivery of Batches goes beyond (i) the period, and/or (ii) Minimum Order Quantity, as specified in Article 8 (Minimum Order Quantity) of this Agreement, the price/Unit Price will be escalated at sole discretion of 1LINK.
- 5.5 The CUSTOMER shall be obligated to pay for the Services performed and obligations accrued at the time of Termination. 1LINK shall be entitled to compensation after termination, in respect of any ongoing Services rendered by 1LINK. If the Customer has already procured/ordered Minimum Order Quantity as on termination date, maximum liability of the Customer shall be restricted to payment of such Services for the actual number of cards in process or ordered as on the termination date.



- 5.6 The CUSTOMER hereby authorizes 1LINK to debit its current account maintained at SBP - BSC Karachi Office for settling all amounts due to 1LINK under this Agreement and shall ensure that sufficient balance will be maintained therein for such purpose.
- 5.7 1LINK reserves the right of periodic revision in its Schedule of Charges. Any adjustment to any amount(s) in the Schedule of Charges shall not be applicable in relation to Services in respect of which a Purchase Order was submitted by the CUSTOMER to 1LINK prior to being notified of such alteration, provided such clause is mentioned in Purchase Order and was agreed upon by 1LINK.
- 5.8 Without prejudice to the generality of the confidentiality obligations contained herein, the CUSTOMER shall not disclose pricing terms of this Agreement to any other entity, except as may be required under Applicable Laws.
- 5.9 In the event the CUSTOMER fails to fulfil its payment obligations under provisions of this Agreement, then 1LINK has the right, immediately and without providing prior notice to the CUSTOMER, to assess and collect from CUSTOMER, by any means available to 1LINK and on a current basis as 1LINK deems necessary or appropriate, such amount, as well as the actual attorneys' fees and other costs incurred by 1LINK in connection with any effort to collect such amount from the CUSTOMER.

6 WASTE RATE

- 6.1 The CUSTOMER acknowledges and agrees that due to manufacturing constraints, certain percentage of Stationery, Materials, and Products can be wasted or damaged as part of the Personalization ("Waste").
- 6.2 The CUSTOMER accepts a percentage of $\pm 2\%$ of Waste per year. All costs related to Materials and Stationery in excess of the tolerated Waste shall be borne by 1LINK.
- 6.3 1LINK shall report in writing to 1LINK the Waste quantities on a monthly basis as per format specified in the Operating Guidelines. Materials, Stationery, or Products shall be stored by 1LINK with the same standard of care as applied to the Safety Stock until instructions are received for delivery or destruction of the same.
- 6.4 The CUSTOMER shall ensure that Stationery and Materials shall be of the standards and specifications provided in the Operating Guidelines and hereby expressly relieves 1LINK of any liability or delays attributable to its failure to comply with the same.

7 STORAGE & SAFETY STOCK

7.1 Duty of Care

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

7.2 Inventory

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

8 MINIMUM ORDER QUANTITY



- 8.1 The CUSTOMER agrees and confirms a minimum order quantity of 65,000 cards to be ordered and consumed within 6 months from Effective Date ("**Minimum Order Quantity**").
- 8.2 If the CUSTOMER will not achieve Minimum Order Quantity (i) in 6 months from effective date, or, (ii) in case of early Termination, by the termination date: the CUSTOMER will be liable to pay an amount calculated on the basis of "Unit Price" per card (as mentioned in SOC/Annexure A) on deficit card volume (all remaining cards). These charges will be in addition to payment for (i) all previously ordered and consumed quantities, and (ii) orders placed but not yet consumed.

9 LIABILITIES & INDEMNITY

- 9.1. Each Party (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless to 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, 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).

In no circumstances will the aggregate of 1LINK's liability under or in connection with this Agreement in respect of any claim or series of connected claims arising out of the same cause exceed the fees payable to 1LINK for the particular Service or Batch wherefrom such claim or series of connected claims emanates:

- 9.2. Under no circumstances shall 1LINK be held liable for any reason under this Agreement for any indirect or consequential loss or damage (whether for loss of profits, operations or otherwise) costs, expenses or other claims for consequential compensation whatsoever except for those losses, costs and expenses which arise directly due to gross negligence or willful malfeasance.
- 9.3. Customer shall indemnify and hold harmless 1LINK, its directors, employees and agents (together the Indemnified Parties) from and against any and all claims and actions asserted by a third-party for any damages, losses, obligations, liabilities, recoveries or deficiencies, costs and expenses (including, but not limited to advocates' fees and other costs, interest and expenses incidental to any suit, action or proceeding) that the Indemnified Parties may incur or suffer and which, directly or indirectly, arise out of or relate to 1LINK's obligations under this Agreement.
- 9.4. 1LINK shall not bear any liability in respect of any claim or event arising out of the Customer's failure to comply with the Operating Guidelines or the Project Appendix.
- 9.5. 1LINK does not represent or warrant that the Services/Personalization are free of defect and/or mistake and, unless otherwise specifically stated, the Services/Personalization are provided on an "as-is" basis and without any express or implied warranty of any type, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event will 1LINK be liable for any indirect, incidental, special or consequential damages, for loss of profits, or any other cost or expense incurred by the CUSTOMER arising from or related to use or integration with the Services/Personalization, whether in an action in contract or in tort, and even if 1LINK or any third party has been advised of the possibility of such damages. The CUSTOMER assumes the entire risk of use or integration with the Services/Personalization.
- 9.6. In no case shall 1LINK be liable to a the CUSTOMER for any losses, costs, and damages attributable to or arising out of:
- a) any actions taken by 1LINK in reliance of the Personal Data provided by the CUSTOMER (regardless of whether such transmission was a result of a system breach, hardware/storage device errors, system malfunctioning, etc.);
 - b) any failure by the CUSTOMER to perform its obligations under this Agreement, Operating Guidelines, and/or under Applicable Laws; or
 - c) any action or omission of 1LINK pursuant to a direction of an Authority.
- 9.7. The indemnity and remedy available to the CUSTOMER will be governed by the procedure as set forth in Operating Guidelines:



10 FORCE MAJEURE

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

11 CONFIDENTIALITY

- 11.1 Each Party shall consider the commercial and technical documents and any and all information whether conveyed orally, in writing or machine-readable form, such as but not limited to, information related to its business, products, developments, trade secrets, know-how, personnel, customers, vendors (hereinafter the "Confidential Information") made available by the other Party as the exclusive property of the issuing/disclosing Party. The receiving Party undertakes (i) to use the Confidential Information only for the purpose of performing this Agreement and in compliance with its terms, and (ii) not to disclose nor allow or facilitate said Confidential Information to be disclosed to any third party without the prior written consent of the issuing Party; (iii) to communicate the Confidential Information exclusively to its own employees who have a need to know the Confidential Information solely for the purpose of implementing this Agreement .
- 11.2 The receiving Party shall not be under any obligation to treat information as Confidential Information if such information:
- 11.2.1 was already legally in the possession of the receiving Party prior to the communication thereof by the issuing Party and is not subject to any obligation of confidentiality; or
 - 11.2.2 at the time of its disclosure to the receiving Party is public knowledge or subsequently becomes public knowledge other than as a result of some act or omission on the part of the receiving Party in breach of the terms of this Agreement; or
 - 11.2.3 at any time after the date of this Agreement is disclosed to the receiving Party by a third party who is not under any duty of confidentiality or secrecy to the issuing Party in relation thereto; or
 - 11.2.4 is developed by employees of the receiving Party to whom no communication of the Confidential Information has been made; or
 - 11.2.5 is required to be disclosed under Applicable Law provided however that (a). the Recipient Party shall advise the Disclosing Party prior to disclosure so that the Disclosing Party has an opportunity to defend, limit or protect against such production or disclosure, and (b). The Recipient Party shall disclose only that portion of the Information which is legally required to be disclosed and (c). The Recipient Party shall exercise its reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Information required to be disclosed.
- 11.3 Communication of Confidential Information shall in no case be construed as granting to the receiving Party, expressly or implicitly, any license, proprietary rights, title or interest whatsoever with respect to the Confidential Information.
- 11.4 Notwithstanding termination or expiry of this Agreement, the provisions of this clause shall survive and remain valid for a period of one (01) year following such expiration or termination.



12 REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

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

13 TERM & TERMINATION

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

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

- a) Any Party is in breach of the provisions of this Agreement, Operating Guidelines, or Applicable Laws;
- b) If the-CUSTOMER fails or refuses to make payments in the ordinary course of business or becomes insolvent, makes an assignment for the benefit of creditors, or seeks the protection, by the filing of a petition or otherwise, of any bankruptcy or similar statute governing creditors' rights generally;
- c) any Authority serves a notice of intention to suspend or revoke, or suspends or revokes, the operations of the ;
- d) the CUSTOMER Any Party: (i) directly or indirectly engages in or facilitates any action or activity that is illegal, or that, in the reasonable opinion other party, and whether or not addressed elsewhere in this Agreement, has damaged or threatens to damage the goodwill or reputation of other party; or (ii) makes or continues an association with a person or entity which association, in the good faith opinion of 1LINK, has damaged or threatens to damage the goodwill or reputation of 1LINK;
- e) the-CUSTOMER is, in the good faith opinion of 1LINK , the victim of a System Breach or potential System Breach;
- f) the-CUSTOMER and each party is subject to any suspension, investigation, blacklisting, or other form of sanction of any global payments scheme or similar financial institution or authority; or
- g) 1LINK has reason to believe that the CUSTOMER is, or is a front for, or is assisting in the concealment of, a person or entity that engages in, attempts or threatens to engage in, or facilitates terrorist activity, narcotics trafficking, trafficking in persons, activities related to the proliferation of weapons of mass destruction, activity that violates or threatens to violate human rights or principles of national sovereignty, or money laundering to conceal any such activity.
- h) any total or partial transfer by the party of any of its rights or obligations under this Agreement without other party's prior written consent.



- 13.3 Either Party may at any time terminate this Agreement, without assigning any reason, by giving Ninety (30) days prior written notice. The Parties mutually agree and acknowledge that;
- a) The exercise of any termination right by 1LINK shall not grant the CUSTOMER any right to any compensation whatsoever.
 - b) The exercise of any termination right by one Party shall not prejudice the right for 1LINK to claim compensation, in accordance with the provisions of this Agreement.
- 13.4 The exercise of any termination right by one Party shall not release either Party from any liability which, at the time of such termination, has already accrued to the other Party or which is attributable to a period prior to such termination.

14 GOVERNING LAW AND SETTLEMENT OF DISPUTES

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

15 NOTICES, REPORTING & MONITORING

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

- if to 1LINK:

Postal Address: Suite 211-212, Office Wing, Park Towers, Clifton, Karachi, Pakistan
Telephone Numbers:
Fax: +9221 35830721
Email: perso@1link.net.pk

- if to the Customer:

Postal Address:
Telephone Numbers:
Fax:
Email:

- 15.2 For day-to-day business activities, exchange of information, reporting and monitoring, the Parties shall refer to the contact list set forth in Annexure C.
- 15.3 Notwithstanding with article 15.1 and 15.2 above, the Parties can update list of contacts, periodically, through 1LINK contact directory.

16 SEVERABILITY

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

17 EQUITABLE REMEDY

If a Party should breach or threaten to breach any provision of this Agreement, the non-breaching Party, in addition to any other remedy they may have at law or in equity, will be entitled to seek a restraining order.



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injunction or similar remedy in order to specifically enforce the provisions of this Agreement. Each Party specifically acknowledges that money damages alone would not be an adequate remedy for the injuries and damages that would be suffered and incurred by the non-breaching Party as a result of a breach of any provision of the Agreement.

18 THIRD PARTY RIGHTS

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

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

19 ASSIGNMENT AND TRANSFER

19.1 The Parties acknowledge that they may be consolidated or amalgamated with, merged with or into, or acquired. In the event of such consolidation, amalgamation, merger or acquisition, the Parties shall be entitled to assign, novate, delegate, sub-contract, outsource, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement to the resulting entity or acquiring institution at any time without the prior consent of the other Party.

19.2 In the event of such consolidation, amalgamation, merger or acquisition, the relevant Party shall notify the other Parties thirty (30) days prior to the consummation of such transaction.

19.3 Except as otherwise stated in 19.1, the parties shall NOT have the right to sublet, aggregate, assign, transfer or subcontract any of its obligations, duties or services rendered to it by, under provisions of this Agreement, without prior written consent of parties

20 RELATIONSHIP BETWEEN PARTIES

20.1 The relationship between the Parties is one of independent entities and nothing contained in the Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of principal and agent between the Parties.

20.2 Parties, their personnel, employees, agents or sub-contractors shall not hold themselves out to be an employee, agent or servant or any subsidiary or affiliate thereof nor shall they have any authority/right to bind in any manner.

20.3 The Parties will have no authority to make statements, representations or commitments of any kind or take any other action binding the other Parties, except as specifically provided in this Agreement.

20.4 Nothing herein contained shall be deemed to be construed as creating any exclusive relationship between the Parties.

21 MISCELLANEOUS

21.1 The Parties shall agree at all times to comply with their respective obligations as set out in the Operating Guidelines.

21.2 The Parties shall be responsible to ensure compliance with all Applicable Laws, including but not limited to requirements prescribed by the SBP in relation to the security measures, electronic payments, pre-paid cards, and payment cards. 1LINK shall bear no liability in this regard, on behalf of or for the actions of the Customer

21.3 Any amendment to this Agreement shall be binding between the Parties only if made in writing and countersigned by the Parties.

21.4 Any failure or delay by either Party in exercising any right or remedy shall not constitute a waiver.

21.5 1LINK reserves the right to sub-contract all or part of its obligations under this Agreement. However, 1LINK shall be the CUSTOMER's sole point of contact in relation to this Agreement.



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- 21.6 Each Party shall bear the costs and expenses incurred by it in connection with the preparation and execution of this Agreement.
- 21.7 The CUSTOMER hereby authorizes 1LINK to announce, present and publicize its availing of Services from 1LINK, through any medium as they deem necessary and appropriate. Further, the Customer will ensure that 1LINK logo is prominently used in their marketing, media and informatory campaigns related to the Services.
- 21.8 The CUSTOMER hereto affirms and confirms that nothing in this Agreement, that contemplates or requires that the CUSTOMER must charge, pass on or otherwise recover any charges relating to the Card, Personalization Services and Fulfillment, from its own consumer/Cardholders. However, the CUSTOMER is free to determine its schedule of charges vis-à-vis its Cardholders/consumers.
- 21.9 The Parties shall at all times comply with all applicable anti-bribery and anti-corruption laws of Pakistan and shall not, in the conduct of its business under provisions of this Agreement, engage in corrupt practices, and shall neither offer, pay, request or accept bribes nor indulge in corruption, money laundering and other prohibited business practices.
- 21.10 The terms and conditions set forth in this document constitute the entire understanding between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral, between the Parties, if any, with respect to the subject matter of this Agreement.
- 21.11 Without affecting any other rights of 1LINK under this Agreement, 1LINK shall have no role or responsibility in obtaining any regulatory or other consent that may be required by the CUSTOMER for the Services.
- 21.12 The Parties agree that the Annexures, Appendices, and Schedules form an integral part of this Agreement.
- 21.13 This Agreement may be executed in two (02) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21



SIGNATURE PAGE

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



[Signature]

For and on behalf of
[SINDH BANK LIMITED]

Name: *HASNA A. MERCHANT*

Designation: *HEAD PAYMENT SERVICES*

For and on behalf of
1LINK (Private) Limited

Name: Najeeb Agrawalla

Designation: Chief Executive Officer

WITNESSES:

[Signature]
SYED ATA HUSSAIN
EVP Head Information Technology
SINDH BANK LIMITED
Head Office, Karachi.

[Signature]

Name: *SYED ZEESHAN ALI SAFFRI*
Designation: *ADC & PSD*

Name:
Designation: Head of BD
1LINK (Private) Limited

[Signature]

Name: *SYED RIZWAN*
Designation: *UP-1 / MANAGER CPC*

[Signature]

Name: *M. SUHAIB ZIA*
Designation: *AM-BD*
1LINK (Private) Limited

ANNEXURE A

Commercials & Schedule of Charges

1. Current Schedule of Charges (SOC) attached, during the tenure of the Agreement, always refer to the prevailing 1LINK SOC

S. No	Item	Unit Cost (USD)	Quantity	Total Amount (USD)*
01	PayPak (EMV+NFC)	2.59	65,000	168,350

1.1 PAYMENT TERMS:

- All prices are inclusive of applicable taxes.
- All the prices shall be reviewed and revised annually or as per next order.
- 100% of Card plastic and Stationary cost will be paid in advance at the time of order of cards & stationary, however personalization charges will be charged monthly based on monthly card production.
- The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids as per SPPRA Rule 42 (2), and Bank PO will be received accordingly.
- Purchase Order should be shared within the above mentioned 15 days validity period and include the scheme, card type, order quantity, unit price and validity of the order (6 months).
- Courier will be arranged & managed by Sindh Bank LTD.
- Pin mailer service is out of scope.
- All accidentals' incidentals, insurance etc. will be handled between Member and their Courier company.
- Profile creation cost will be charged only for an additional profile development.
- The scope specified in this document will be treated as final and any changes to the document will be handled separately.
- $\pm 2\%$ of the quantity order is subject to wastage due to machine/system/human fault and is not subject to any charge or claim.
- The cost is based on Open Market \$ rate @286.96 dated May 09, 2023.

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ANNEXURE B

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

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



ANNEXURE C

Contacts

1LINK designated contacts:

Functions	Name	Title	Phone	Cell	e-mail
Project Manager	Shaheryar Siddiqui	Project Manager	021-35814987	0333-3148229	pmo@1link.net.pk
Business Development Team	Bisma Shahid	Banking Partnerships-Business Development	021-35826303	0334-3448010	bisma.shahid@1link.net.pk
Perso Bureau	Immad Samdani	Manager-Perso Bureau	021-35814983	0300-9292764	Immad.samdani@1link.net.pk perso@1link.net.pk
Escalation level 1	Huma Kamani	AGM-Business Development			Huma.kamani@1link.net.pk
Escalation level 2					

CUSTOMER's designated contacts (CUSTOMER NAME)

Functions	Name	Title	Phone	Cell	e-mail
Project Manager					
Customer service					
Coordinator for card delivery and pickup					
Escalation level 1					
Escalation level 2					



ANNEXURE E

PayPak File Format



Date:

Bid Evaluation Report		
Supply & Personalization of PayPak Zakat Debit (EMV + NFC) Cards .		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1324/2023
3	Tender Description	Supply & Personalization of PayPak Zakat Debit (EMV + NFC) Cards .
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA NIT ID: T Express Tribune, Sindh Express, Daily Express (28/04/2023)
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical Bid Opening Date	18/05/2023 Time: 1145 Hours
9	Financial Bid Opening Date	18/05/2023 Time: 1145 Hours
10	No of Bid Technically Qualified	01
11	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs. 48,496,240 /-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s I LINK.	Rs.48,309,716 /-	Qualified Bidder	Rs. 186,524 /- Below 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 ILink is the most advantageous bid and hence recommended for Supply & Personalization of PayPak Zakat Debit (EMV + NFC) Cards to Sindh Bank Ltd.

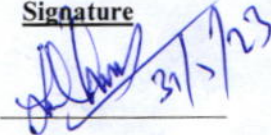
Members – Procurement Committee

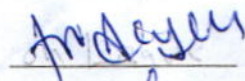
(Mr. Dilshad Hussain Khan) Chief Financial Officer – EVP – Chairperson

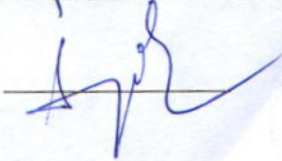
(Mr. Arshad Abbas Soomro) Head of Administration-SVP-Member

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

Signature







2 PRICE SCHEDULE

(Applicable for the year 2023-2024)

Name of the Bidder: 1LINK (Private) Limited

S. No	Item	Unit Cost (USD)	Quantity	Total Amount (USD)*
01	PayPak (EMV+NFC)	2.59	65,000	168,350

2.1 Payment Terms:

- All prices are inclusive of applicable taxes
- All the prices shall be reviewed and revised annually or as per next order
- 100% of Card plastic and Stationary cost will be paid in advance at the time of order of cards & stationary, however personalization charges will be charged monthly based on monthly card production
- The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids as per SPPRA Rule 42 (2), and Bank PO will be received accordingly.
- Purchase Order should be shared within the above mentioned 15 days validity period and include the scheme, card type, order quantity, unit price and validity of the order (6 months).
- Other than personalization charges will be charged to Sindh Bank as per 1LINK Schedule of Charges
- Courier will be arranged & managed by Sindh Bank LTD.
- Pin mailer service is out of scope
- All accidentals' incidentals, insurance etc. will be handled between Member and their Courier company.
- Profile creation cost will be charged only for an additional profile development
- The scope specified in this document will be treated as final and any changes to the document will be handled separately
- $\pm 2\%$ of the quantity order is subject to wastage due to machine/system/human fault and is not subject to any charge or claim
- The cost is based on Open Market \$ rate @286.96 dated May 09, 2023.

Disclaimer:

1LINK (Pvt.) Ltd. reserves the right to alter the per Card Pricing slabs and the applicable Terms & Conditions, with or without any reason with prior written notice of at least fifteen (15) days to the Member, at any time. Moreover, the price slabs and the Terms & Conditions quoted by 1LINK (Pvt.) Ltd. to any Member shall be treated as strictly confidential and it is strictly prohibited for any Member to share the 1LINK (Pvt.) Ltd. quoted Price and the Terms & Conditions with any third party.

The above pricing is as per the SoC of 1LINK (Private) Limited (From Jan 2023 to Jun 2023) and will be revised if any changes occur in SoC.

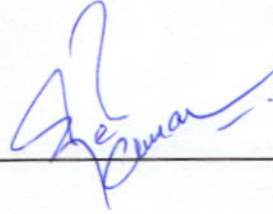
Date:

Subject: Certificate Compliance of SPPRA Rule 48 TENDER REF NO. SNDB / ADMIN / TD / 1324 / 2023

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
56,214,396.42/-	48,309,716/-

Syed Khurram Waheed OG-I I.T / Division



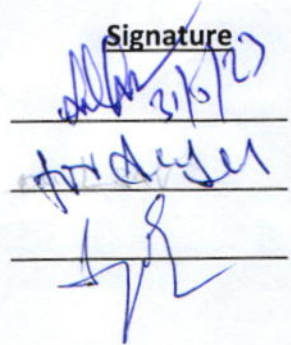
Members – Procurement Committee

(Mr Dilshad Hussain Khan) chief Financial Officer – EVP – Chairperson

(Arshad Abbas Soomro) Head of Administration – SVP – Member

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

Signature



Sindh Bank

I.T. Division

Federation House, Clifton, Karachi

Dear Sir,

Reference to you requirement, we are pleased to quote our best prices as follows

S.No.	Description	Qty.	Unit Price USD
1	PayPak Zakat cards Card: Pre-printed, Dual interface Smart Contact and Contactless chip with Magnetic Strip + Signature panel Size: 85.725 x 53.975 x 0.76 mm ISO Standard Front: 4 Colors Back: 4 Colors Material: PVC	65,000	1.55
2	Data Personalization At Sindh Bank premises		0.67
3	Stationary		0.35

* The prices are based on 4 x 4 Color Printing and without any special feature.
If there will be any special feature then add on will be applicable

Terms and Conditions:

Payment : 50% advance at the time of order, 50% after delivery.

Prices are in US\$ and excluding GST, However payment will be in PKR as per prevailing rate at the time of payment

Validity : 15 days from date of quotation

Delivery : 8 to 12 weeks from PO, Payment and Scheme approval

Thanking you,

Faraz Haider

Cell: 0322 2002305