

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## **CONTRACT EVALUATION FORM**

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Bank Ltd
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Scheduled Bank
- 3) TITLE OF CONTRACT Supply & Installation of ATM Machins
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1305/2023
- 5) BRIEF DESCRIPTION OF CONTRACT Supply & Installation of ATM Machins
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE \$ 209,000
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 28/03/2023 at 1100 Hrs (Tech & Fin)
- 11) NUMBER OF TENDER DOCUMENTS SOLD 2  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 2
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 2
- 14) BID EVALUATION REPORT  
(Enclose a copy) 27/07/2023
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Innovative Private Limited
- 16) CONTRACT AWARD PRICE \$180,268
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1. Innovative Private Limited 2. M/s. NCR

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 t00531-22-0033. 07.03.2023
No	

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

Yes	Express Tribune, Sindh Express & Daily Express 07.03.2023
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 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 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

ARSHAD ABBAS SOOMRO  
Head of Administration & Security  
Administration Division  
Sindh Bank Limited  
Head Office Karachi

22/09/2023

**FOR OFFICE USE ONLY**

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

Print

Save

Reset



### 3. SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank plans to procure ATMs for its branches in all over country. Kindly submit your proposal with basic functionality of cash withdrawal and standard features and functions with the following or better specifications.

#### **TECHNICAL SPECIFICATION      QTY =22 ATM Machines**

<b>Product Technical Requirements</b>
Bidder should propose original and brand new ATMs in accordance with the quantities mentioned in BoQ with the following below-mentioned features. Original / Copy of proposed product datasheet/brochure etc. shall be provided along with the technical proposal which clearly identifies each of the below-mentioned requirements. At a minimum requires a standard configuration cash dispensing machine with a must have biometric option and EMV Software Licenses, and all type of security solutions therefore bidder should propose its ATM model with this consideration as well as to meet the performance requirements. Bidder may obtain the performance-related matrices (i.e. Number of Transactions in peak time, Daily Average Transactions, etc.)
Lobby based configuration with Front Cash Loading Option
Technology for currency notes picking for dispensing new as well as average quality notes currently under circulation in the local banking industry
Capability to support Multi languages. Sindh Bank at a minimum requires the capability of Urdu and English languages.
Capability to connect any ATM Switches/controllers used by the banking Industry in Pakistan. Sindh Bank at a minimum requires connectivity with the currently installed ATM Controller (i.e. Avanza).
Capability to connect at a minimum ATM Monitoring Software with any International Standard Monitoring Software with required client licenses for monitoring, EJ, camera / snaps and all type of security solutions.
ATM Display should have a minimum 15-inch Touch screen LCD
ATM Display should have a privacy filter
ATM Cabinet should have the support of a dual combination lock Combination and Key
ATM Keyboard should be alphanumeric (at least 16 keys), have an Encrypted PIN Pad (EPP) PCI Certified (copy of the certificate to be provided), support Remote Key Loading/Management and O to be 3DES/AES compliant (copy of the certificate to be provided)
ATM Card Reader should be motorized/hybrid with a read/write SMART option with the capability to retain the cards left unattended and to return cards on power failure. ATM Card Reader must be EMV capable/ready and enabled with all required Software Licenses (if any), however, it also supports cards with magnetic stripe. It should be tamper resistant as well.
ATM Card Reader to be equipped with 3 Track Reader to support Old & New Cards under Circulation in Pakistan. Documentary evidence for compliance of EMV Level 1 from EMVco. of ATM Card Reader should to be provided.
ATM should have built-in camera with image logging facility (transaction based camera). Must also have the central storing & retrieval mechanism for camera (snaps) at Sindh Bank Head Office in Karachi.
ATM Dispenser should have 4 cassettes with reject/retract/purge capability.



Dispenser Should Have min of 4 cassettes, Currency Cassettes with 2500 notes Capacity which presents 50 notes bunch or better.
ATM Dispenser must have the capability to reject a signal note which provides better utilization of replenished cash to avoid full purge of notes stack
ATM dispenser should have Anti over fill and Empty cassettes indicator
ATM Receipt Printer should be a graphical thermal printer
ATM Journal Printer should be a graphical thermal printer
ATM should be equipped with Proprietary solution (Hardware & software enabled) which prevents skimming by detecting foreign devices and blocks card reader access. It must also provide protection from deep insert skimming. Bidder should propose the solution of providing such features in its technical proposal. Skimming device should at least have the following. <ul style="list-style-type: none"> <li>o Disruption, or jamming</li> <li>o Full diagnostics and SOH</li> <li>o Can be upgraded</li> <li>o Deep insert skimming protection</li> <li>o Anti eaves dropping protection</li> <li>o Solution should be propriety</li> <li>o Sensor outputs are digital</li> <li>o Alerts: either via XFS or SNMP</li> </ul>
ATM Safes should be at a minimum CEN 1/CEN III/CEN IV/CENL or better certified. Copy of Certification should be provided
ATM should be capable to operate in Weather, Humidity and Power requirements in Pakistan. Confirmation from bidder is required along with details of Environmental and Power requirements of ATM machine. <ul style="list-style-type: none"> <li>• Vendor / Bidder should include and install a surge arrester equipment to save guard ATM against the high surges.</li> <li>• Similarly vendor / Bidder should include and installed isolation transformer to keep the earth voltage to the within acceptable levels</li> <li>• Any damages due to earth voltage or surge will be the responsibility of the Vendor / Bidder.</li> </ul>
ATM Operating System should be Microsoft Windows 10 and upgradable to next level windows
Bidder to be responsible to provide support for configuration management of hardware and software's during the term of warranty/maintenance.
ATM should support most widely used ATM Device handlers. Sindh Bank at a minimum requires support of NDC plus / DDC+ Aprta NDC +. ATM Software should also be EMV capable/ready and included Software Licenses (if any) to support EMV applications and Cards.
ATM software must have Fingerprints device and enabled for scanning/reading Fingerprints of customers for transmitting the Finger prints for authentication of the said finger details with Sindh bank Switch Software in the format suitable to integrate with NADRA biometric Verification System (BVS).
ATM should be equipped with
Intel Core i5 current generation with min 2.8 GHz process speed or higher
8GB or higher RAM
500 GB or higher Hard Drive
Optical Storage Device (DVD-RW), USB Ports and Network Port for communication
ATM should be sealed / protected for Rats, Cockroaches, lizards, etc. during storage and after installation.



Biometric Verification device Suitable to integration with NADRA BVS and other similar system with live fingerprint detection.
ATM should support connectivity options of TCP/IP, VSAT, CDMA, GPRS and GSM. Sindh Bank at a minimum requires support of TCP/IP on leased line, ISDN etc.
ATM should support for Remote Access facility for management, Monitoring, Configuration, ATM Balancing, Backup Recovery and Security Control. This access shall also provide ATM error monitoring for low paper rolls, low currency, Out of Service, Divert Cassette full, paper/currency jams etc.
ATM should support standard Transaction sets used in local banking industry in Pakistan. Sindh bank at a minimum require support of transaction of Account balance inquiry, Cash / Fast Cash Withdrawals, Mini Statement request, Cheque Book request, Interbank Fund Transfer, PIN Change request, Utility Bill Payment request and Mobile Top-up requests etc.
ATM Software should have a capability to support multivendor networks being currently deployed in Sindh Bank. Sindh Bank at a minimum requires support of CEN/XFS 3.xx support
ATM Software should support tools for Multimedia Advertisement and custom screens designing
ATM must have support or features available for Special persons/Handicapped users.
Good Quality Sound and Voice Guidance support. (Provide relevant details)
ATM should support Full featured Electronic Journal (EJ) Capability enabled in both hard & soft copy formats and also supports support Multiple Formats available for EJ. Propriety Status codes / Fault diagnostic codes.
ATM should have the capacity for the central storing & retrieval mechanism of EJ at Sindh Bank Primary & Backup sites. Full details of the solution to be provided.
ATM should have the capacity to generate reports in Sindh Bank's provided required format. Details of Readable formats supported and any optional features, to Interpret EJ Data Complete Code / Contents, interpretation Guide/manual to be provided.
ATM should have the Fingerprint Scanner Biometric solution complying template/image formats (i.e. WSQ format) for fingerprints of Sindh Bank Biometric Verification Software and/or Switch Software capable and enabled with Software Licenses (if any) suitable to integrate with NADRA biometric Verification System (BVS). The proposed Fingerprint Scanner Biometric solution should be enabled with Live Finger Detection feature.
ATM quoted components to have minimum support of 05 Years. Confirmation letter from Principal Manufacturer is required or supplier /vendor undertaking
NFC Card Enabled
At least 3 spare cassettes per ATM
Twenty Two (22) additional Biometric Verification device to be install in Sindh Bank existing ATM's. No separate cost will be paid for the additional Biometric Verification device.
White listing application which blocks installation for unauthorized application and malware. Should be able to generate alerts with centralized alerts monitoring
<b>Installation &amp; Training Requirements</b>
Bidder should provide undertaking that it will deliver all ordering units at the Site of installation to be identified by Sindh Bank after successful testing of First unit Model Testing by Sindh Bank at Head office in Karachi, with Full Transit Insurance Coverage and three times shifting with nut bolt.



Bidder should provide undertaking that it will during the installation must get the certificates required for delivery and installations from Branches, Sindh Bank IT Centers etc. (Certificate format will be mutually agreed between Sindh Bank & the vendor at later stage)
Bidder should provide an undertaking that it will provide full support for successful integration of proposed ATM solution with Sindh Bank Switch Software, Sindh Bank Biometric Verification Software and/or Switch Software capable to integrate with NADRA biometric Verification System (BVS)
<b>Warranty, Support and Maintenance</b>
Bidder should provide a 24 X 7 X 365 (including holidays) comprehensive warranty (repair, replacement and service) of proposed ATMs and EMV Software Licenses for one (01) consecutive year after the date of installation of hardware to Sindh Bank
Bidder should provide a 24 X 7 X 365 (including holidays) support and maintenance of proposed ATMs and EMV Software Licenses for three (03) consecutive years after the date of expiry of warranty period
Bidder to provide undertaking that all provided services will be in compliance with the SBP regulations related to ATM as required from time to time
Bidder shall submit Support Matrix, reflecting type of support services and their arrangement available to Sindh Bank for different types of issues along with detailed escalation procedure and its Turn Around Time.
Bidder is responsible for providing comprehensive support to Sindh Bank in ATM Balancing & Reconciliation, Technique & Report for all transaction sets mentioned above

**Note:**

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



<u>Buyer List</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	Innovative	1150
2	NCR	1150
Total		2300



## Annexure "D"

**9. INTEGRITY PACT**

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

Innovative 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

Innovative private limited

Signature: Sohail

Name: Sohail Mustafa Qureshi

NIC No: 42301-8597408-3





## **PURCHASE ORDER**

PO No: 455

Date: 06-09-2023

M/s Innovative Private Limited,  
Office No 29-B New Muslim Town,  
Main Wahdat Road ,  
Lahore 54660.

**Subject: Supply & Installation Of ATM Machines.**

**Dear Sir,**

With Reference to the Tender No SNDB/COK/ADMIN/TD/1305/2023 Dated 28-03-2023 For Supply & Installation of ATM Machines at Sindh Bank Ltd Submitted by you. After detail review the Sindh Bank Ltd Management is pleased to inform that your Tender is accepted.

S. No	Description	Unit Price In USD Inclusive of 18% Tax	QTY	Total Price In USD Inclusive of 18% Tax
1	Diebold Nixdorf DN 100D	\$ 8,194	22	180,268/-

### **Terms & Conditions**

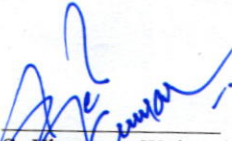
Payment Terms


As Per Agreement.


Taxes/Deduction


Above Prices are inclusive of all taxes.

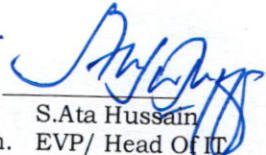
Thank you,

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

  
Hasnain Merchant  
SVP-I/I.T Division

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

UAN : +92-111-333-225  
PHONE : +92-21-35829320  
FAX : +92-21-35829394  
WEB : +92-21-35870543  
www.sindhbankltd.com

پوائنٹ : +92 111 333 225  
فون : +92 21 35829320  
فیکس : +92 21 35829394  
+92 21 35870543

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



Date:

Bid Evaluation Report						
Supply & Installation Of ATM Machines.						
1	Name of Procuring Agency	Sindh Bank Ltd.				
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1305/2023				
3	Tender Description	Supply & Installation Of ATM Machines.				
4	Method of Procurement	Single Stage One Envelop Bidding Procedure				
5	Tender Published	SPPRA NIT ID: T00531-22-0033 Express Tribune, Sindh Express, Daily Express (07/03/2023)				
6	Total Bid Documents Sold	02				
7	Total Bids Received	02				
8	Technical Bid Opening Date	28/03/2023 Time: 1100 Hours				
9	Financial Bid Opening Date	28/03/2023 Time: 1100 Hours				
10	No of Bid Technically Qualified	02				
11	Bid(s) Rejected	0				
S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (US\$. 209,000)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Innovative.	\$ 180,268/-	1 <sup>st</sup> Lowest Qualified Bidder	\$ 28,732 /- Below with the estimated cost	Accepted Being the Most Advantageous Bid	
1	M/s NCR.	\$ 204,642.6 /-	2 <sup>nd</sup> Lowest Qualified Bidder	\$ 4,357.4 /- Below with the estimated cost		2 <sup>nd</sup> Qualified Bidder

**Note:** Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s Innovative is the most advantageous bid and hence recommended for Supply & Installation Of ATM Machines With Operating System 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**




**OFFICE ORDER**

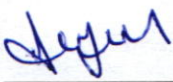
**SUBJECT: EXTENSION FOR BID VALIDITY PERIOD**

As per SPPRA Rule 38 (2), approval is solicited for further Ninety (90) days extension of "Bid Validity Period" for the following tender having SPPRA NIT ID No:

1. Supply & Installation Of ATM Machine.

The reason for extension is due to delay in submission of agreement at vendor's end as legal department of M/s Innovative (PVT) LTD has raised some queries over the agreement's few points which are under internal discussion and take some more time.

  
 Farhan A Siddiqui  
 AVP-I/Admin Division

  
 Ather Iqbal  
 AVP-I/Admin Division


  
 S. Zeeshan ul Haq  
 SVP/IT Division

**Members – Procurement Committee**

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

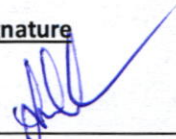
(Mr. Arshad Abbas Soomro) Head of Administration – SVP – Member

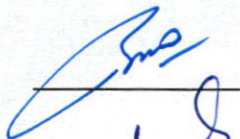
(Mr. Syed Muhammad Aqeel) Chief Manager, IDBL, KHI –AVP – Member

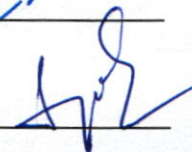
  
 (Mr. Syed Assad Ali Shah) GBH Sindh-(R)-Co-opted Member

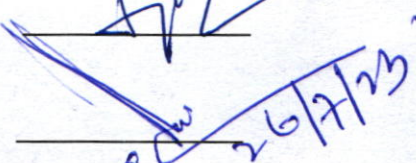
(Mr. Syed Ata Hussain) EVP-I.T. Head- Co-opted Member

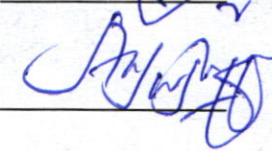
**Signature**

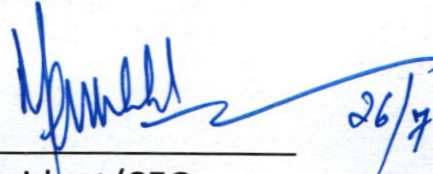










  
 President/CEO

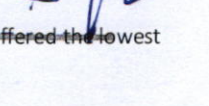


# SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. 

Head - Admin Div. 








Member-IDBL. 

Date: 

## Eligibility Criteria:

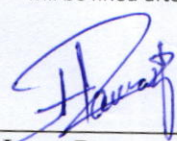
The contract will be awarded to the successful Bidder whose bid will be found technically compliant and has offered the lowest cost and emerged as most advantageous bid. Proposed Bidder must qualify following criteria:

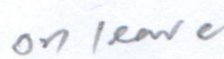
SNDB shall evaluate proposals using the following eligibility criteria.

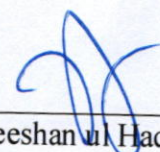
S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 10 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter of Declaration of Commencement of Business / NTN. (attach as Annexure "1")	Yes 	No
2	Turn Over in last 3 Years should be at least 100 million	Audit Report / Tax Return (attach as Annexure "2")	Yes 	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attach as Annexure "3")	Yes 	No
4	Offices in minimum 3 major cities. Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure "4")	Yes 	No
5	The offered product must have been supplied / installed by the manufacturer in 03 countries including Pakistan	Certificates from Manufacturer (attach as Annexure "5")	Yes 	No
6	Company must provide a valid Manufacturer Authorization Certificate for Sale/Deal in Pakistan	Manufacturer Authorization Certificate (Attach as Annexure "6")	Yes 	No
7	The Product Quoted in the bid must be currently used by at least one Bank in Pakistan. Other than Sindh Bank	Attach Documentary Evidence or Letter from Manufacturer (Attach as Annexure "7")	Yes 	No
Qualified / Disqualified				

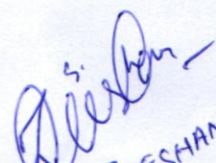
## ELIGIBILITY CRITERIA NOTE

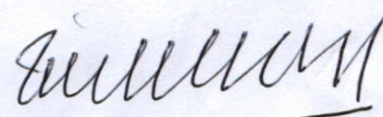
1. If company not active Tax payer it will consider as a disqualified (Attached Proof as Annexure-6).
2. There can be a subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
3. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified.
4. Bank reserves the right to verify all or any documents from the source, submitted in the bid as per SPPRA rule # 30(1).
5. Bank reserves the right to verify the equipment from the principle at any time to ensure that the supply of equipment is genuine, original, new and that its specification are the same as described in the bid. In case of any fake/refurbished equipment, the company may be subject to legal proceeding as per SPPRA rule # 30(1).
6. Company will be considered disqualified if specification of the LSO quoted does not meet the specification given in the tender document.
7. Company shall supply Goods as per specifications and upon the recommendations of the Technical/Standardized Committee appointed by the Bank within 8 to 10 weeks from the date of receipt of purchase order. In addition to that Rs. 500/- per day will be fined after 10 days and Rs. 1,000/- per day will be fined after 20 days.

  
Hasan Raza  
Finance Div

  
M: Javed Lakhani  
Operation CPU Div

  
S. Zeeshan ul Haq  
I.T Div

  
Syed Zeeshan

  
GHOUSE MOHAMMAD



MS/ Innovative

#### MANDATORY

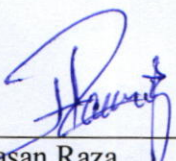
1. GST/Income Tax Registration/Registration With Sindh Revenue Board
2. Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
3. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
5. The bidders are required to submit bids only in prescribed financial pro-forma given in Tender Document.
6. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.
7. The Company must be in I.T. Business for Preferably 05 Years in Pakistan. (Attach documentary proof as Annexure-7)


Note: Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified.

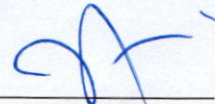
#### DISQUALIFICATION

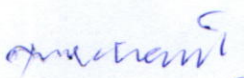
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1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered/Registration With Sindh Revenue Board
4. Alternate bid is offered.
5. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
6. The qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without Tender Fee.
8. Warranty of supplied items is less than 1 year.
9. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
10. After supply, if the specification of supplied items is found different with the items produced in front of committee at the time of technical evaluation.
11. In the past, the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.

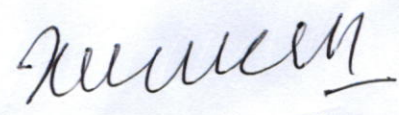
  
Hasan Raza  
Finance Div

  
M: Javed Lakhani  
Operation CPU Div

  
S. Zeeshan ul Haq  
I.T Div





  
Ghouse Mowiddin



## Eligibility Criteria:

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

SNDB shall evaluate proposals using the following eligibility criteria.

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 10 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attach as Annexure "1")	Yes ✓	No
2	Turn Over in last 3 Years should be at least 100 million	Audit Report / Tax Return (attach as Annexure "2")	Yes ✓	No
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4	Offices in minimum 3 major cities. Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure "4")	Yes ✓	No
5	The offered product must have been supplied / installed by the manufacturer in 03 countries including Pakistan	Certificates from Manufacturer (attach as Annexure "5")	Yes ✓	No
6	Company must provide a valid Manufacturer Authorization Certificate for Sale/Deal in Pakistan	Manufacturer Authorization Certificate (Attach as Annexure "6")	Yes ✓	No
7	The Product Quoted in the bid must be currently used by at least one Bank in Pakistan. Other than Sindh Bank	Attach Documentary Evidence or Letter from Manufacturer (Attach as Annexure "7")	Yes ✓	No
Qualified / Disqualified				

## ELIGIBILITY CRITERIA NOTE

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Hasan Raza  
Finance Div

M: Javed Lakhani  
Operation CPU Div

S. Zeeshan ul Haq  
I.T Div

Ghouse Mohiuddin



27/3 xCR.

#### MANDATORY

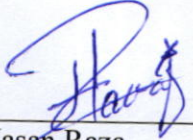
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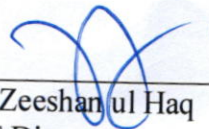
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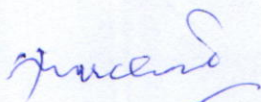
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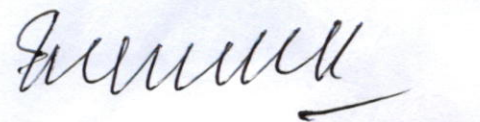
  
Hasan Raza  
Finance Div

  
M: Javed Lakhani  
Operation CPU Div

  
S. Zeeshan ul Haq  
I.T Div





  
Ghouse Moh. Siddiq



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

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Supply & Installation of ATM Machines

TYPE OF TENDER

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

OPENING DATE

13/04/23

OPENING TIME

11:00 Hrs.

ATTENDANCE (MEMBER PC)

TV

TE

TY

CT

NAME

FIRM

BID OFFERED

ATTENDANCE (REPS. OF BIDDERS)

AT

Y

TE

CT

CT

TOTAL BIDS ACCEPTED FOR EVALUATION

TOTAL BIDS REJECTED

REMARKS

1) NCR Corporation

2) Innovative (Pvt) Ltd.

Rs. 58,937,092/-

US\$ 180,268/-

#02

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. \_\_\_\_\_

Head - Admin Div. \_\_\_\_\_

Member-IOBL \_\_\_\_\_

Date: \_\_\_\_\_







ATTENDANCE SHEET  
 BID OPENING -

FOR SELECTION OF Supply & Installation of ATM Machines

Date: 13-04-2023

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	NER Corporation	SAIK SIDDIQ	03002036715	State Life Bldg 1-A, OFF 1,1 Chundaga Rd	
02	Innovative (Pvt) Ltd.	Sohail Mustafa Qureshi	03008290037	F-1, FL-19 Block 5 Clifton	

Signature –Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)






SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Tender Document - Supply and Installation ATM Machines

Member-IDBL

Date:

## 4 FINANCIAL PROPOSAL

## PRICE SCHEDULE

(Applicable for the year 2023-2024)

Name of Bidder Innovative private limited

S.No	Item	Quantity	*Total Amount In Pak Rs.
01	Supply & Installation of ATM Machines	22	\$180,268
*Total Amount in Pak Rs.			\$180,268 USD

\* 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).

## Note

- The total cost must include all applicable taxes, duties and other charges as mentioned in the description column, Stamp duty (as applicable under Stamp Act 1989), delivery charges up to Sindh Bank Limited branches on Countrywide basis.
- No advance payment for supply of goods will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.
- Calculation of Bid Security: 5% of the Grand Total Amount of the Financial Proposal will be submitted along with tender as Bid Security.
- In case it is revealed at any stage after supply of the goods/items that the asked specification of the tender have not been met, the amount of the supply of that specific goods will be fined to the vendor with appropriate action as deem necessary by the procurement committee.
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the goods 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 or cancellation of tender as will be decided by the Procurement Committee.
- Lowest evaluated bid is going to be the criteria for award of contract rather than considering the lowest offered bid, encompassing the lowest whole sum cost which the procuring agency has to pay for the duration of the contract.
- SPPRA Rule 49 may please be referred.
- 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 3 days) on SPPRA website.
- In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
- In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- Contract agreement will be executed after deposit of 5% performance security of the total tender amount in shape of Pay Order/Bank Guarantee in favor of Sindh Bank Limited.
- Quality is ensured. In case it is revealed at any stage after supply of the items that the asked specifications of the tender have not been met, the performance security will be forfeited.
- Free backup facility in case the item is reported defective.
- Goods to be delivered have to be packed in such a way that no damage is reported by the branch on delivery. In case of any such complaint is received the bidder will replace that item at his own cost.
- If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be deducted from the performance security / upcoming payment due to supplier.
- Payment will be made in Pak Rupee.

Note. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly.

Signature &amp; Stamp of Bidder





# SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. \_\_\_\_\_

Head - Admin Div. \_\_\_\_\_

Member-IDBL. \_\_\_\_\_

Date: \_\_\_\_\_

Name of Bidder : NCR Corporation

Tender Id/Reference : SNDB/COK/ADMIN/TD/1305/2023

Financial Proposal submitted by NCR to Sindh Bank Limited Dated: 12 Apr 2023

S.No	Item	Quantity	Pak Rs.	*Total Amount In
1	SS23 with 1 Year warranty	22	58,937,092	
	*Total Amount in PKR Rs		58,937,092	

\*

USD to PKR rate considered is 288

Any variance upto 1% at the time of order is acceptable, else the price will not be valid  
The prices includes 18% GST. Any other applicable taxes are not included

Hashim Ahmed Memon  
Country Manager  
NCR Pakistan



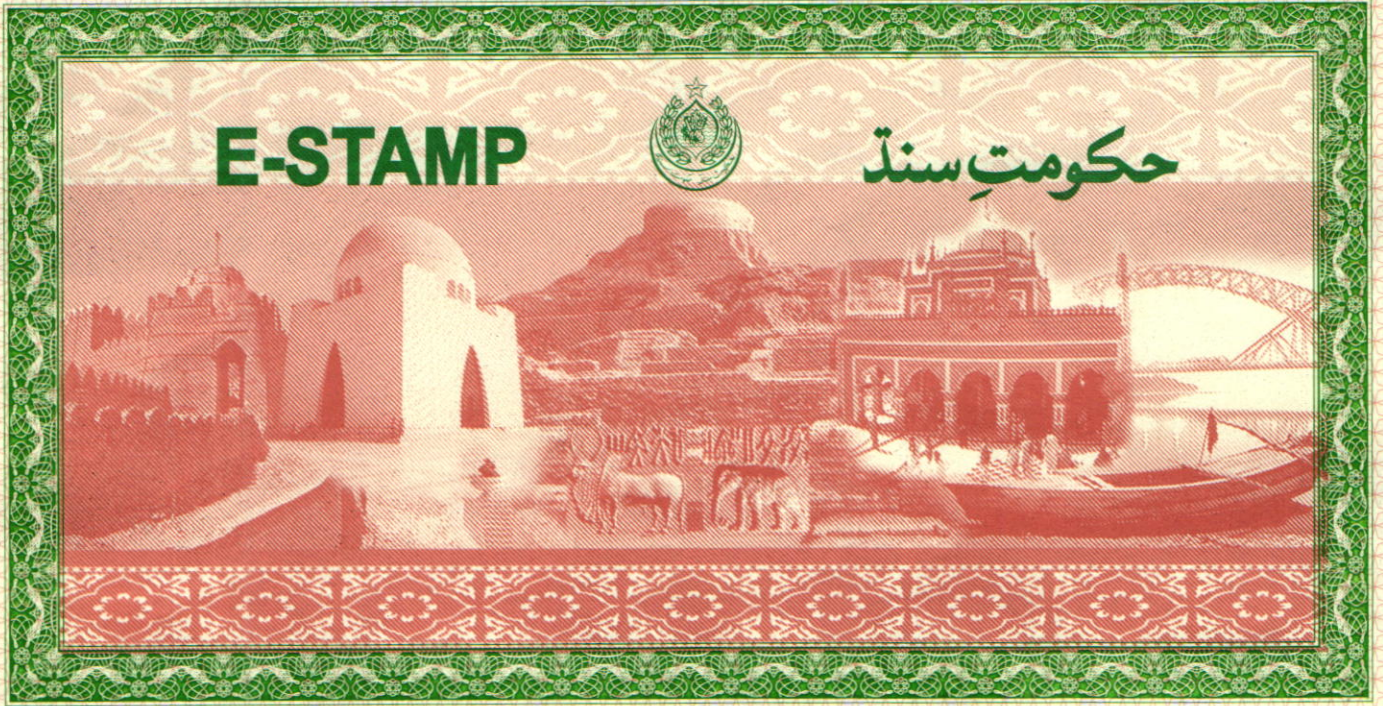


# USD to PKR Exchange Rate in Pakistan Today

DATE	EXCHANGE RATE (PKR)	CHANGE (PKR)
21 March 2023	Rs. 283.92	-0.11
20 March 2023	Rs. 284.03	
2023/03/21		



690430



NBP-0085-2308280002927626

GoS-KHI-62641F8F7414D6F6

Non-Judicial

Rs. 194,014/-

Description : Contract – 15(a)  
 Contractor : INNOVATIVE PVT LTD [06836704]  
 Principal : SINDH BANK [36540087]  
 Applicant : PERVAIZ AHMED [71201-2969046-7]  
 Stamp Duty Paid by : INNOVATIVE PVT LTD [06836704]  
 Issue Date : 06-September-2023, 02:05:30 PM  
 Paid Through Challan : 2023ED36AD391167  
 Amount in Words : One Lac Ninety Four Thousand and Fourteen Rupees Only

Please Write Below This Line

### Agreement for Supply & Installation of ATM Machines

THIS AGREEMENT is entered into at Karachi  
 on this the 22 day of Sept, 2023  
 BETWEEN

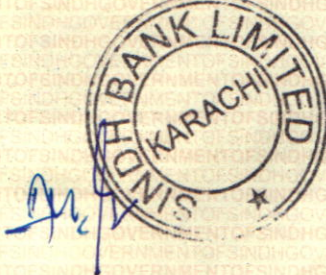
**Innovative Private Limited**, a private limited company incorporated under the Companies Ordinance 1984 and having its registered office at 29-B New Muslim Town, Main Wahdat Road, Lahore 54660 (hereinafter referred to as "Supplier", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

**SINDH BANK LIMITED**, a banking company incorporated under the laws of Pakistan and having its Head office at 3<sup>rd</sup> Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as "THE BANK", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

#### WHEREAS:

"THE BANK" intends to purchase 22 ATM Machines for its Branches hereinafter referred to as "Goods" and Supplier agrees to provide the same to the bank, as per tender opening dated along with Price Schedule mentioned below.







**E-STAMP**  
CONTINUATION SHEET  
Government of Sindh

S. No	Product	Quantity	Unit Price in USD inclusive of 18% Tax	Total Price (USD) (Inclusive of 18% Taxes)
1	Diebold Nixdorf DN 100D	22	8,194	180,268/-

The terms and conditions are as follows:

**Terms & Conditions:**

- 1) All terms and conditions of the tender document number SNDB/COK/ADMIN/TD/105/2023 dated \_\_\_\_\_ will remain part of this agreement
- 2) Financial and Technically Proposal submitted by IPL in Annexure will be part of the agreement
- 3) Terms mutually agreed in the Purchase agreement will take precedence
- 4) The Supplier shall supply the said goods as per specifications of the tender within 32-36 weeks from the date of issue of Purchase Order by the Bank.
- 5) In case of failure to supply the requisite within 7 working days after the delivery time, as described under clause no 2 of this agreement, Rs.1, 000/- per day may be charged.
- 6) In the event of the default on the part of the Supplier, in the performance of any condition of the contract/tender or delay in supply of the items even after a lapse of 10 days of the issuance of the purchase order, it shall be lawful for the Bank to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the Bank will be final and will be legal binding on the Supplier.
- 7) Supplier agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty period. In case the effected part is not available, then the Supplier will provide the backup of the same product/item or better till the resolution of the fault is met, without any extra cost to the Bank.
- 8) The Supplier also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
- 9) The Bank reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the Bank reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Supplier. The decision of the Bank shall be final and binding upon the Supplier.





initiate the process for blacklisting of the Supplier. The decision of the Bank shall be final and binding upon the Supplier.

- 10) Delivery will be made by the Supplier at different locations prescribed by the Bank.
- 11) The cost must include all applicable taxes, installation, labour including delivery charges upto the branches of the Bank on countrywide locations.
- 12) Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, the supplier will be liable to address it at its own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.
- 13) Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
- 14) A party may change its address for notice by giving a notice to the other Party in writing of such change.
- 15) The contractor will not assign the job to anyone, except prior written permission of the bank.
- 16) This agreement is valid for a period of one year commencing from "from the date of execution of this agreement & renewed thereafter as per consent of parties.

#### **Warranty**

Items delivered are guaranteed for a period of One years starting from the date of delivery at client site, which is defined as the date on which a given ATM reaches the Purchaser's premises or three months from the date of arrival of ATMs in Pakistan - whichever comes first.

Supplier will provide parts and maintenance support during the 1-year warranty period.

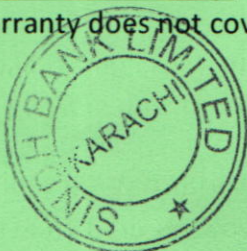
Supplier will maintain sufficient quantities of parts, assemblies, sub-systems, etc., to ensure prompt and timely maintenance and repair of the ATMs.

Supplier warrants that for the 1-year warranty period as mentioned in Proposal, the Equipment will be free from manufacturing defects in materials and workmanship.

The warranty obligation as to ATMs includes on site diagnostic, labor, preventive maintenances and repair or replacement of any defective item of equipment, part or component, but does not include consumable items.

#### **Exclusions in Warranty:**

The warranty does not cover:

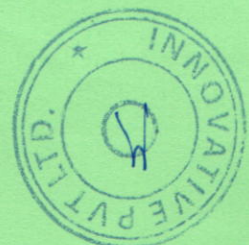
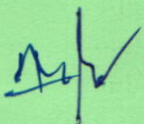




extraordinary waiting or set-up times attributable to the Purchaser's failure to cooperate or accept delivery as per delivery schedule;  
negligence, abuse or misuse, including failure to operate the ATMs in accordance with manufacturer's specifications;  
defects caused by noncompliance with the manufacturers operating specifications and / or incorrect use;  
defects caused by faulty power supply not meeting the standard specifications required for the safe operations of the ATM;  
ATMs where factory sealed endorsers have been opened, tampered or show evidence of such tampering by people other than Suppliers service engineers;  
defects caused by vandalism or tampering by people other than Suppliers service engineers;  
resetting safety functions (deleting passwords, etc.) by the Purchaser, to make it impossible for Supplier to undertake warranty services;  
defects attributable to force majeure, e.g., fire, water, acts of God or other catastrophic events;  
and  
defects attributable to worn parts and / or consumables (e.g., bulbs, conveyor belt, etc.) especially signs of wear on diskettes, tapes, VDU tubes (screen burning, loss of brightness) and LCD background lighting.  
Maintenance service and parts for such ATM's can be requested by the Purchaser who will then additionally pay Supplier for the cost of all remedial actions and parts that are required to rectify the fault  
The Services provided under this Agreement does not include free upgrades of ATM or operating software thereof.  
Supplier will charge Purchaser on a time and material basis where the combination code of the ATM has been misplaced by the Client.

#### **Bank's Responsibilities**

The Purchaser will ensure to take each and all precaution, etc., specified in the installation or operation guidelines of the ATM including ensuring proper electrical supply, grounding, temperature, humidity, air conditioning, etc.  
The Purchaser will ensure the physical security and safety of the ATMs installed at their premises. The Purchaser will ensure that all the ATM will be earthed separately and adequately where the earth to neutral potential will not exceed 1 volt and earth to neutral resistance will be less than 1 Ohm as checked with megger.  
The Purchaser will ensure that all the ATM will be operated in a fuse circuit.  
The Purchaser will ensure that the ATM is situated in a clean working environmental.  
The Purchaser shall not make any alterations, adjustment, modification, examine, perform maintenance, repairs, etc., on any ATM or software covered by this Agreement.  
The Purchaser agrees not move any ATM from its location / installation site without the presence of a Supplier service engineer.  
Parts of the ATMs mentioned in Annexure B should not be replaced or removed by the Purchaser without Supplier's consent in writing and in the presence of a Supplier service engineer.  
Purchaser will backup and store programs, data, etc., and removable storage media before Supplier engineers arrive to begin maintenance service.





Under any of the above conditions listed in this Clause, the Purchaser shall be held responsible for any loss or damage or reduction in performance that in the reasonable opinion of Supplier is attributable to such equipment tampering, and the Purchaser shall pay Supplier for the cost of all remedial actions and parts that are required to rectify the fault

Payment Schedule:

**PAYMENT TERMS**

In consideration for the Products and Services provided by the Supplier, the Purchaser shall pay to the Supplier the total amount of USD 152,768 exclusive of tax or USD 180,268 with applicable with 18% GST. Cost of required modifications and applicable GST at the time of payment will be additionally invoiced and paid by the Purchaser.

Parties agree that payment will be made in Pak Rupees at prevailing selling interbank conversion rate (selling rate T.T & OD) applicable on the date of invoice which is to be paid within one month.

100 % of the total amount for the **Supply & Installation of ATM Machines** will be paid within one month of invoice submission by the supplier.

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

Performance Security:

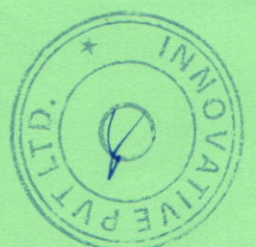
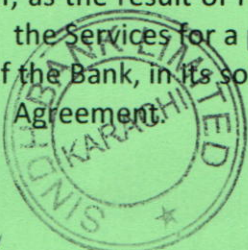
As per SPPRA Rule 39, the performance security can only be submitted in shape of pay order/demand draft/bank guarantee. 5% of the total tender amount of will be retained by the Bank as "Performance Security" and will be returned to the supplier after 90 days of supply of complete tender items, including satisfactory confirmation by the branch managers, where the items have been supplied.

Authorized Representative:

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

Termination of Agreement by the Bank:

- a) If the Supplier, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- c) If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.





- d) If two (2) unsatisfactory letters/warnings are issued by the Bank for unsatisfactory performance by the supplier.

Goods Faith:

The Parties undertake to act in goods 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.

Settlement of Disputes:

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.

If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall first referred to the complaint redressal committee of the bank and if parties could not reach at amicable situation, then the matter will be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English. The jurisdiction of courts will be exclusively of Karachi in case of any litigation.

Conflict of Interest:

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

Confidentiality:

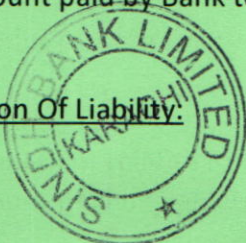
Except with the prior written consent of the Bank, the supplier and the Personnel shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall the supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

Indemnification.

Supplier shall indemnify the Bank in the event any act of its employee or agent while performing/providing services under the Agreement damages the customer's ATM machine.

Supplier and its officers, directors, employees, and agents entire, cumulative aggregate liability arising out of or related to this Agreement whether in contract, tort or otherwise shall not exceed the amount paid by Bank to Supplier for a given ATM machine.

Limitation Of Liability:



A handwritten signature in blue ink, located at the bottom left of the page.



Supplier's liability to the Purchaser resulting from the performance of, or failure to perform the Services will be limited to restoring the ATM machine covered by this Agreement to good operating condition. If Supplier is unable to restore that ATM machine, Supplier will refund the amount received on account of maintenance services only paid by Purchaser to Supplier for a given ATM machine. Calculation would be on pro-rate basis using agreed a annual maintenance rate per ATM.

In no event Supplier will be liable for lost profit or business related losses caused due to equipment failure / malfunctioning under any circumstance. Supplier will not be responsible for any loss of data, etc., that may occur during equipment's operation, maintenance or repair.

Access To Regulator.

M/s Innovative (Pvt) Ltd and SNDB agrees to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the **Supply & Installation of ATM Machines** and right to conduct on – site inspection, If required.

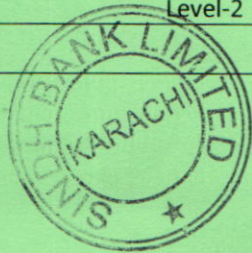
Anti – Money Laundering.

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

**Support Escalation Matrix:**

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

LEVEL-1	Name/Designation (support staff)	
First complain if the call is not resolved "within specified response time" (24 hours)	Landline Phone	<b>Centralized Call Center 0800 47500</b>
	Email	<a href="mailto:ipl.cs@innovative-pk.com">ipl.cs@innovative-pk.com</a>
	Cell	
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	
Second complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-1 (48 hours)	Landline Phone	<b>Mr.Waqas Noor 042-111-000-911</b>
	Email	<a href="mailto:wnoor@innovative-pk.com">wnoor@innovative-pk.com</a>
	Cell	<a href="tel:03034449689">0303 4449689</a>
LEVEL-3	Name/Designation (CEO of the firm)	
Third complain, if the call is attended within "Specified Response Time" and not attended /or the problem still unresolved even after complaining at Level-2	Landline Phone	<b>Naveed Ali Baig 021-111-000-911</b>
	Email	<a href="mailto:nbaig@innovative-pk.com">nbaig@innovative-pk.com</a>
	Cell	<a href="tel:03008222039">0300 8222039</a>
Note: Ensure that no column above is left blank		






### Amendment

This Agreement may be amended or modified only by mutual consent in writing of both the Parties in writing.

### Force Majeure:

Neither Party shall be liable to the other for any failure to perform its obligations under the Agreement where such performance is rendered impossible by circumstances beyond its control, but nothing in this Article shall limit the obligations of either Party to use its best endeavours to fulfil its obligations under this Agreement.

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

Supplier Signature 

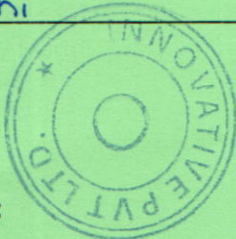
Name Naveed Ali Baig

Designation CEO

Company Name Innovative private limited

Address F-1, FL-19, Block-5, Clifton  
Karachi

Stamp



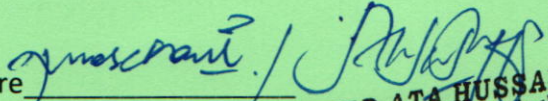
Witness:

Signature 

Name Sobhaib Mustafa Qureshi

Designation Key Account Manager

Address F-1, FL-19, Block-5, Clifton  
Karachi

Customer Signature 

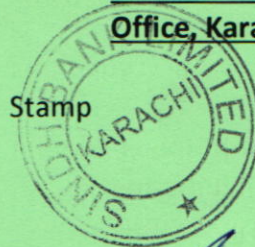
Name MAGNAN A. MERCHANT / HOD 17D

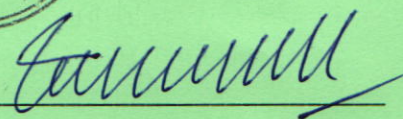
Designation HEAD PSD / ATA HUSSAIN

Company Name Sindh Bank Limited

Address Federation House, Sindh Bank  
Ltd. Abdullah Ghazi Road Head  
Office, Karachi

Stamp



Signature 

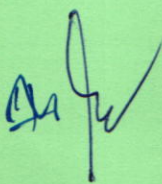
Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Name Sindh Bank Limited

Address Federation House, Sindh Bank  
Ltd. Abdullah Ghazi Road Head  
Office, Karachi







## Annexure A

### Financial Proposal

#### Financial Summary

Description	Price for DN 100D
Base Price	\$6,944
GST 18%	\$ 1,250
Price Inclusive GST With 1 year Warranty	\$8,194
Quantity	22
Total Amount in USD	\$ 180,268

#### Terms & Conditions

##### Payment:

- As per agreement with Sindh bank
- 100% after delivery and Installation . Price quoted are in USD and prevailing interbank rate (selling T.T USD to PKR) will be applicable for conversion in PKR. This will apply at the date of invoice / payment.
- IPL has right to raise invoice for 100% if ATMs are not accepted by Sindh Bank in 2 months period after arrival and Sindh Bank is to make payment in 30working days.
- If first initial invoice is not cleared in 30 working days, IPL can cancel the invoice and shared revised invoice at the next prevailing interbank rate at the date of invoice

##### Delivery:

- 32-36 weeks after receiving PO . If delivery timeline are impacted by unforeseen circumstance (e.g COVID/regulator) then a revised timeline would be shared accordingly

##### Installation & Training:

- Free delivery and Installation by Certified IPL Engineer & Free User training at branch by Certified IPL Engineer at any bank site in Pakistan

##### Validity:

- This proposal is valid for 4 month from date on which it has been submitted to the Bank

##### Warranty:

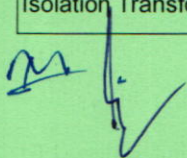
- 12 months will start from the date of delivery at site or 2 months after ATM arrival in Pakistan whichever is the earliest
- The warranty includes parts except for parts damaged by site conditions (like high surge or spike, or high ground to neutral voltage) or other standard exceptions such as physical damage.





**Annexure B****Description Good and Services****Technical Summary of Proposal****DN 100D – Lobby type Mono function ATM**

Technical Specification
DN 100D Frontload
Core i5, 2.7GHz, 8 GB RAM, 500 GB HDD
Hardware-Customizing: 230 volt systems
Documentation: English
Four (4) Cassette Dispenser complete
Four (4) Cash-out Cassettes with lock with three (3) Extra cassette
Divert Bin for Reject and Retracts banknotes
CEN -1 Safe unit
Color portrait Camera with Innovative Image Solution (IIS)
EPP V8 INT Keypad Braille
15" Touch Screen with FDK
Motorized Hybrid card reader – Smart Card capable with card retract box open
Thermal Receipt Printer
Journal Printer
Electronic Journal
Loudspeaker + Headset Jack
Ethernet Network Adaptor with TCP/IP Driver
Windows 10 with drivers
NDC Application Software
EMV compliant with RTLs
Security Pack 2 - ASKIM II D+D (Disturb and Detect) with inbuilt deep insert protection
Vynamic security suite – Intrusion Protection
Vynamic View
Factory fitted Biometric reader with Solution – LFD Enabled
NFC with Solution
Isolation Transformer for power surges





**Annexure C**  
**Scope, Responsibilities and Exclusion**

**Scope of Work:**

It is the responsibility of Supplier to ensure the delivery, installation and commissioning of 22 new ATMs at the Purchaser's site and for ensuring that these ATMs are maintained and remain operational during the 1-year warranty period.

**i. Delivery of ATMs**

After custom clearance of the equipment, Supplier shall keep this Equipment at its warehouse, safe and sound, free from any or all damages, loss, free from any handling that may void the warranty, until all ATM units are deployed as per the ATM roll out plan. Supplier shall bear all transportation and handling charges of the equipment to be supplied under this Agreement. Once received in their warehouse, the insurance of the equipment shall be the sole responsibility of Supplier till successful acceptance of the Equipment by Purchaser as per the terms and conditions of this Agreement. All risks shall be transferred to Purchaser upon acceptance of a completely functional ATM.

In case of loss to the Equipment in Transit, the risk of loss shall be with Supplier and Purchaser shall not be responsible for any loss of the Equipment whatsoever during shipment and transportation.

Moreover, it is the responsibility of Supplier to ensure that a completely functional solution is handed over to Purchaser after installation and commissioning under this Agreement.

**ii. Deployment of ATMs**

After delivery of ATMs at Supplier warehouse, the deployment will be initiated as per a project rollout plan mutually agreed between Purchaser and Supplier.

It is the responsibility of Supplier to ensure that ATMs are handed over to Purchaser in a complete functional status, as per manufacturer's specification as given in the Proposal submitted by Supplier.

The ATMs shall be delivered by Supplier carriage paid at Suppliers risk in such quantities, in such manner, at such times and to such delivery points as mutually agreed by both parties

At the time of delivery at each delivery point, a Supplier Delivery Note or a Delivery Challan acknowledging the delivery of the Goods (hereinafter, the "Delivery Note ") shall be signed by Purchaser once ATMs are unloaded at site.

At each delivery point, a delivery challan / completion note acknowledging the acceptance of the ATMs shall be signed by Purchaser once new ATMs have been delivered as per specification and installed to the complete satisfaction and acceptance of Purchaser.

Passing Of Title And Risk The title of a given ATM and the associated risk will pass from Supplier to Purchaser once the ATM is delivered, and Purchaser confirms delivery by signing a Delivery Note.

**iii. Services**

Services include comprehensive maintenance, troubleshooting and repairing of ATM mentioned in Annexure B and installed at Purchaser locations.

For the purpose of this Agreement, Maintenance Services shall mean and include remedial maintenance, replacement of parts (not including consumables items), preventive maintenance, and software maintenance support .

Supplier shall respond and resolve all complaints made by Purchaser regarding problems in the ATMs covered by the Agreement within the stated Response Time given herein below.

Supplier will provide and the Purchaser will have access to their Help desk which it operates 24x7 (toll free number 0800-47500).

**Scheduled Preventive Maintenance:**

Supplier will conduct preventive maintenance on each ATM four (4) times a year.

Preventive maintenance of ATMs will include performing any function required to keep the ATMs operational at all times during the Term of the Agreement.

**Problem Detection, Escalation and Solution:**

Supplier's Complaint Resolution procedure is graphically presented in Annexure D to the Agreement, wherein steps include

The Purchaser will call the Supplier Help Desk and report the fault; this will initiate fault reporting and repair procedures.

Help Desk will answer questions or provide information in an effort to resolve the fault in the most expeditious manner.

If Supplier Help Desk is unable to resolve the issue on phone, they will log the problem, open a Job Number, and dispatch a system engineer to the site for hardware servicing and repairs.

If the problem is not resolved to the Purchasers satisfaction within the Response Time given herein below, the Purchaser can escalate the issue using the Problem Escalation Procedure attached as Annexure E to the Agreement.

**Repairs and Maintenance**



Upon notification from the Purchaser or as determined by Supplier, Supplier shall send its engineer to the site for necessary maintenance and repairs of ATMs to keep them operating to the satisfaction of the Purchaser.

This service includes testing, running diagnostic, cleaning, adjustment, repairing, replacements and maintenance of ATM parts, wherever necessary.

All parts, covered under this Agreement, necessary to service the ATMs will be repaired or replaced free of cost. Supplier will independently decide if the part should be repaired or replaced.

Supplier will keep the Purchaser informed about the services provided. If a part is replaced by Supplier, the faulty part shall become the property of Supplier after the replacement.

### **Software Maintenance Support**

Supplier shall provide software maintenance support for the ProCash/NDC ATM software, and for all value-added software procured by the Purchaser under this Agreement and covered under One years warranty period, which will be limited to providing/ installing version upgrades, service packs, etc., as they are released by the software vendor.

It is Purchaser's responsibility to provide for and maintain hardware and software necessary to host the application, network resources, running daily operations, back ups, archiving, disaster recovery, customized report development, and any other function necessary to run daily operations.

Supplier is solely responsible to manage all the support utilities on the hardware installed by the Supplier under this Agreement. Support utilities include but not limited to the security software, marketing software, remote access software, etc., purchased from the Supplier. Supplier is not responsible for trouble shooting any software installed by a third party. The consequences arising out of installation of support utilities by the Supplier will not repudiate the Agreement for support of machines.

### **Response Time**

Response time of the IPL engineers shall be 4-6 hours for locations within the major cities (Lahore, Karachi, and Islamabad), while resolution time shall be within 24 hours or the next business day after receiving a complaint from the Client.

For all other locations, IPL shall ensure a response time of 24 hours or the next business day, as applicable; while resolution time shall be within 24-48 hours of receiving a complaint from the Client. Response time is defined herein as the time taken by an IPL engineer to reach the ATM location starting from the time a Call Registration number is issued by IPL's Helpdesk.

The total Problem Resolution time is defined at the sum of the response time plus the resolution time stated above.

### **Coverage Hours**

IPL shall render its services from Monday to Saturday from 9 a.m. to 5 p.m. IPL offices will be closed on Sundays and Public Holidays.

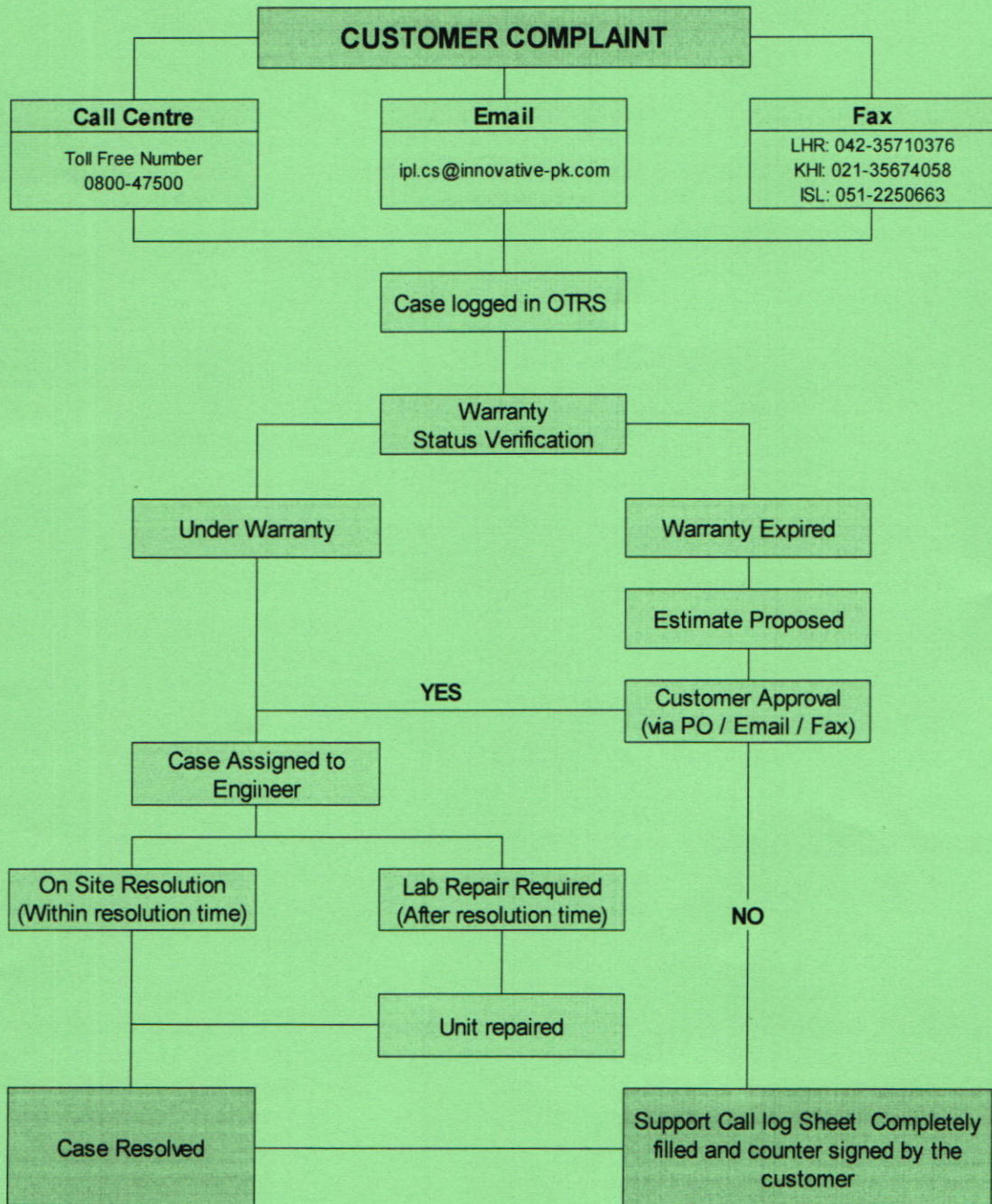




Annexure D

**Complaint Resolution**

**FLOW CHART FOR COMPLAINT RESOLUTION AT IPL**





31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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)

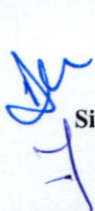
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

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

ARSHAD ABBAS SOOMRO  
Head of Administration & Security  
Administration Division  
Sindh Bank Limited  
Head Office Karachi

22/09/2023

**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



## Annexure E

### Call Logging / Escalation Process

INNOVATIVE PVT LTD					
Client Calls Support Escalation Matrix					
Description		South	Central – South	Central – North	North
	Where to log your Call				
Log a Call	Call Center (24x7X365)	Centralized Call Center 0800 47500			
	Email	<a href="mailto:ccs@innovative-pk.com">ccs@innovative-pk.com</a>			
If Call is not attended within agreed "Standard Response & Resolution Time"					
Follow up	Name & Designation	Imam Kamil Muhammad Ismail Muhammad Junaid Muhammad Waqar Regional Support Coordinator	Azfar Waseem Talha Naveed Muhammad Shahzab Abdul Rehman Regional Support Coordinator	Talha Naveed Ali Hamza Muhammad Shahzab Regional Support Coordinator	Usama Maqsood Waqar Haider Usman Rehmat Ghumman Regional Support Coordinator
	Land line	(+92 21) 111 000 911	(+92 42) 111 000 911	(+92 42) 111 000 911	(+92 51) 111 000 911
	Cell	0306 0933830 0301 8462559 0304 2220977 0302 8402331	0301 8462677 0301 8406568 0302 8670453 0309 9062606	0301 8406568 0304 3725306 0302 8670453	0301 8441742 0300 4026357 0301 1128199
	Email	<a href="mailto:kamil@innovative-pk.com">kamil@innovative-pk.com</a> <a href="mailto:mismail@innovative-pk.com">mismail@innovative-pk.com</a> <a href="mailto:munad01@innovative-pk.com">munad01@innovative-pk.com</a> <a href="mailto:wahmed02@innovative-pk.com">wahmed02@innovative-pk.com</a>	<a href="mailto:awaseem@innovative-pk.com">awaseem@innovative-pk.com</a> <a href="mailto:tnaveed@innovative-pk.com">tnaveed@innovative-pk.com</a> <a href="mailto:mshahzab@innovative-pk.com">mshahzab@innovative-pk.com</a> <a href="mailto:akhan03@innovative-pk.com">akhan03@innovative-pk.com</a>	<a href="mailto:tnaveed@innovative-pk.com">tnaveed@innovative-pk.com</a> <a href="mailto:ahamza@innovative-pk.com">ahamza@innovative-pk.com</a> <a href="mailto:mshahzab@innovative-pk.com">mshahzab@innovative-pk.com</a>	<a href="mailto:mmqsood01@innovative-pk.com">mmqsood01@innovative-pk.com</a> <a href="mailto:whader01@innovative-pk.com">whader01@innovative-pk.com</a> <a href="mailto:ughumman@innovative-pk.com">ughumman@innovative-pk.com</a>
1 <sup>st</sup> Escalation	Escalation if Call is not attended				
	Name & Designation	Kafeel Ahmed Yar Khan Regional Manager Services	Tassawar Hussain Regional Manager Services	Zaka Ul Haq Regional Manager Services	Qaiser Abbas Naqvi Regional Manager Services
	Land line	(+92 21) 111 000 911	(+92 42) 111 000 911	(+92 42) 111 000 911	(+92 51) 111 000 911
	Cell	0303 4443368	0307 7773514	0307 7773527	0303 4443453
	Email	<a href="mailto:kahmed@innovative-pk.com">kahmed@innovative-pk.com</a>	<a href="mailto:thussam@innovative-pk.com">thussam@innovative-pk.com</a>	<a href="mailto:zhaq@innovative-pk.com">zhaq@innovative-pk.com</a>	<a href="mailto:qnaqvi@innovative-pk.com">qnaqvi@innovative-pk.com</a>
2 <sup>nd</sup> Escalation	Escalation if Call is still not attended				
	Name & Designation	Waqas Noor General Manager, Regional Services			
	Land line	(92 42)111 000 911			
	Cell	0303 4449689			
	Email	<a href="mailto:wnoor@innovative-pk.com">wnoor@innovative-pk.com</a>			



