

SMFB/HR/TD/ 01/2019

Sindh Microfinance Bank Limited

Tender Document for HR & Payroll Management System

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DEFINITIONS

“**Bid**” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SMFB.

“**Bid with Lowest Evaluated Cost**” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“**Bidder**” means a person or entity submitting a bid;

“**Bidding Documents**” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“**Bidding Process**” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“**Blacklisting**” means barring a bidder, contractor, consultant or contractor from participating in any future procurement proceedings.

“**Calendar Days**” means days including all holidays;

“**Conflict of Interest**” means -

- a. Where a contractor, contractor or consultant provides, or could provide, or could be perceived as Providing biased professional advice to SMFB to obtain an undue benefit for himself or those affiliated with him;
- b. Receiving or giving any remuneration directly or indirectly in connection with the assignment Except as provided in the contract;
- c. Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SMFB under the contract;
- d. Where an official of the SMFB engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“**Consultant**” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

“**Consulting Services**” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and program implementation;

“**Contract**” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“**Contractor**” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

“Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

“Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SMFB to establish prices at artificial, noncompetitive levels for any wrongful gain;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Sindh;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“Mis-procurement” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

“Notice Inviting Tender” means the notice issued by a SMFB through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or

expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Prequalification or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“SMFB” means the Sindh Microfinance Bank Limited;

“Services” means any object of procurement other than goods or works, and includes consultancy services;

“Substantially Responsive Bid” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“Contractor” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“Value for Money” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SMFB’s requirements.

1. INVITATION FOR BIDS (IFB)

Sindh Microfinance Bank Limited (SMFB) invites proposal from reputed vendors for the HR & Payroll Management System in Pakistan through its head office. Detail of the specifications of related services to be provided are given in the scope of work / technical specifications in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010(Amended 2017) issued thereunder (“SPPRA”) which can be found at www.pprasindh.gov.pk/. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010(Amended 2017). (SPPRA) which can be found at www.pprasindh.gov.pk/

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Scope of Work
- Technical Proposal
- Financial Proposal
- Conditions of Contract

Proposals must be submitted at the below mentioned address;

The Company Secretary

Sindh Microfinance Bank Limited,
39-F, 2nd Floor, M.A.C.H Society,
Karachi-75350
Office Telephone (92-21) 34168125 Fax: (92-21)34168126

2. INSTRUCTION TO BIDDERS (ITB)

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website www.sppra.org will be taken as part and parcel of this tender document and the agreement thereof. Accordingly the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

The Company Secretary

Sindh Microfinance Bank Limited,
39-F, 2nd Floor, M.A.C.H Society,
Karachi-75350
Office Telephone (92-21) 34168125 Fax: (92-21)34168126

2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]

2.3 Corrupt Practice

- a. SMFB requires that Bidders / Contractors / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q - iii, iv)]
- b. SMFB will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010 (Amended 2019), in competing for the contract in question.
- c. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage - Two Envelope Procedure; the bid shall comprise two packages containing ELIGIBILITY CRITERIA (duly filled in all respect) and FINANCIAL PROPOSAL separately. [SPPRA Rule 46 (1-a & b)]

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SMFB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SMFB must be written in English. [SPPRA Rule 6 (1)]

2.4.4 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SMFB. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

2.4.5 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

2.4.6 Bid Security

The SMFB shall require the bidders to furnish the Earnest Money @ 5% of Bidding cost or in shape of Pay order only favoring Sindh Microfinance Bank Limited, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SMFB reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be enclosed with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SMFB as non-responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- a. If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- b. In the case of a successful Bidder, if the Bidder fails to;
 - i. Sign the contract in accordance with ITB Section [2.7.4]; or
 - ii. Furnish performance security in accordance with ITB Section [2.7.5].

2.4.7 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SMFB; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

Single Stage - Two Envelope Procedure; a bid shall comprise a single package containing the FINANCIAL PROPOSAL and the Evaluation Criteria.

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by SMFB at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

SMFB may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- a. Fewer than three bids have been submitted and SMFB is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- b. If the SMFB is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SMFB shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents. [SPPRA Rule 23 (2)]

2.5.5 Late Bids

Any bid received by SMFB after the deadline for submission of bids prescribed by SMFB pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)]. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

2.5.6 Withdrawal of Bids

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SMFB prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.7].

2.5.7 Cancellation of Bidding Process

- a. SMFB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]

- b. SMFB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
- c. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
- d. SMFB shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Redressal Committee

SMFB has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SMFB during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied, will start its working within the parameters defined in SPPRA Rule 31

SMFB 's Complaint Redressal Committee shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SMFB as per SPPRA Rule.

SMFB shall award the contract only after the decision of the complaint redressal committee is received. See SPPRA Rule 31.

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. See SPPRA Rule 31

IMPORTANT

In addition to above it may be added that no complaint will be entertained unless it is:-

- a. Forwarded on company's original letter head, complete address, NTN of the company and CNIC of the complainant.
- b. Incriminating evidence of the complaints.

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SMFB

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SMFB may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.6.3 Preliminary Examination

SMFB will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SMFB may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SMFB.

If a bid is not substantially responsive, it will be rejected by SMFB and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Contractor Evaluation Criteria

All bids shall be evaluated in accordance with the evaluation criteria. [SPPRA Rule 42 (1)] SMFB will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

2.6.5 Eligibility/Scoring Criteria

SMFB shall evaluate Technical Proposals using the following scoring criteria.

S.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is Mandatory.	Evidence to be Attached as
1	Years in Business in relevant field	20		1 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter required to be enclosed	Annexure "A"
2	Yearly Turn Over	20		1 M and above per year.	Audit Report / Tax Return Latest available	Annexure "B"
		10		0.5 M and above per year.		
3	Companies/ Financial Institution presently on Cliental List/ (Same product and services)	35		3 and above	Documentary evidence required	Annexure "C"
		20		1 and above		
4	Number of Offices	25		More than 2 office	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the Countrywide offices and mobile numbers as backup contact numbers	Annexure "D"
		15		01 in Karachi		
Total		100		QUALIFIED/DISQUALIFIED		

NOTE:

- a. The tender will be dealt as per single stage two 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 given criteria.
 - i. Acquiring 60% or above marks in eligibility criteria.
 - ii. Offered lowest evaluated financial bid.
- b. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Microfinance Bank Ltd & SPPRA websites regularly.
- c. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.
- d. After due qualification as per para c above, the bidder will be required to present the sample of each tender items to Procurement Committee and will only be declared finally qualified for the tender if all the presented items met the quantity standard. Further these items will be kept in the record of maintenance section and if during subsequent supply, if any deviation in standard of quality from the sample item is observed, the bidder will be issued warning and on issuance of second such warning on this account will make the bidder disqualify from the tender and also will disqualify from participation in any future tenders floated by the Sindh Microfinance Bank Ltd.

DISQUALIFICATION

The bidder will be considered disqualified prior to/during technical/financial evaluation process or after award contract if:

- a. On black list of SPPRA & Sindh Microfinance Bank Ltd.
- b. Issued with two (2) warning letters/emails by the Sindh Microfinance Bank Ltd in the past to the bidder for unsatisfactory performances.
- c. Not GST/Income Tax Registered/ Copy of Registration Certificate with Sindh Revenue Board.
- d. Alternate bid is offered.
- e. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" if Bank Guarantee is going to be submitted as Bid Security.
- f. The qualified bidder sublets the contract in any form/stage to any other agency.
- g. The tender is deposited without Tender Fee.
- h. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
- i. 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.
- j. In the past, the company's agreement has been prematurely been terminated after due qualification in any of the category of the tender.

2.6.6 Discussions Prior to Evaluation

If required, prior to technical evaluation, the Bidder may seek any clarification in writing on the eligibility criteria.

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], SMFB will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.7.2 SMFB's Right to Accept Any Bid and to reject any or all Bids

SMFB annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, SMFB will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], SMFB will promptly notify each unsuccessful Bidder and will discharge bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SMFB particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at Central Office SMFB, Karachi, within 10 Days of award of contract.

2.7.5 Performance Security

Within 20 DAYS of receipt of the notification of award from SMFB, the successful Bidder shall furnish to SMFB the Performance Security of 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SMFB, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SMFB may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "B" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SMFB and returned to the Contractor not later than thirty (30) days following the date of successful completion of the Contractor's performance obligation under the Contract.

2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this TD.

2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

2.7.8 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with SMFB. [SPPRA Rule 89]

2.7.9 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with SMFB.

3 SCOPE OF WORK / TECHNICAL PROPOSAL

Please provide separated financial and technical proposals for the following scope:

(Note: if the software provided is a consolidated package, a financial and technical proposal will be required for the consolidated proposal; however, the proposal should indicate areas not covered as per the scope of work). Below is the minimum list of scope of work and is not limited to the following:

3.1 Organizational Setup

- a. Division or regions
- b. Departments
- c. Sub departments
- d. Units
- e. Grade
- f. Designation
- g. Working Designation
- h. Employee Criteria policies
- i. Management category
- j. Grade category
- k. Business Category
- l. Experience Category
- m. Employee type
- n. Multi-Hierarchy Location category and sub categories
- o. Physical and Cost Based locations
- p. Cost centers
- q. Country
- r. Cities
- s. Weekly holidays / Gazette holidays
- t. Organogram to be displayed for any hierarchy
- u. Organogram shall reflect any vacancies due to non-hiring or leaving employees
- v. Organogram shall be flexible to reflect any changes in reporting hierarchies or organizational structure
- w. Maintain job descriptions and related information
- x. Dashboards of this section

3.2 Employee Administration

3.2.1 Employee Personal Information:

Employee number (Categorized separately for permanent, contractual, interns, MTOs and others), First Name, Middle Name, Last Name, Photograph, Gender, CNIC, Father/Husband's name, Next of Kin, Date of birth, Current/Permanent addresses and other demographic information, Official and personal email address, Emergency contact, Driving license number, passport number, Domicile, Marital status, Religion, Language details, Number and names of Children / Spouse / Dependent family members and other relevant information not mentioned above.

3.2.2 Employee Company Information:

- a. Date of appointment, Date of confirmation, Grade, Designation, Location (Physical), Job code, Organizational Unit, Cost center, Supervisor hierarchy, subordinate hierarchy, payroll profile integration and other relevant information not mentioned above Comprehensive employment, service/salary certificates, Qualifications, Rewards, previous salary, trainings, skills, certifications, academic and non-academic record, personal and professional references and related history to be maintained in addition to any other relevant information not mentioned above
- b. Any regulatory information to be kept separately
- c. Any and all the documents related to any information can be stored in the system
- d. History of complete on job profile starting from hiring to exit to be maintained not limited to the following:
- e. New appointment, probations, promotions, increments, transfers, leaves (manually uploaded record for various leave categories), attendance (manually uploaded record for various attendance categories), Resignation/ termination/ Dismissal/ Suspension, Loans/advances, benefits and other relevant information not mentioned above.

3.3 Payroll Module

- a. Breakdown of Gross salary into its components – Basic Salary, House Allowance, Utility Allowance, Medical and others as per the policy of SMFB
- b. Advance Salary component to be handled in the system according to policy of SMFB
- c. PF Employee Contribution and PF Employer Contribution handled in the system according to policy of SMFB.
- d. PF Loan deduction to be handled in the system as well as part of payroll.
- e. Disbursement of loan and advances & Interest rate calculation of loan according to SMFB policies.
- f. Facility for other deductions from staff salary should be available in the system
- g. Facility for other allowances/employer contributions to be disbursed to staff should be available in the system
- h. Allowances on the basis of Designation / Grade should be automatically allocated to the employee
- i. Allowances and deductions should automatically be adjusted with a change of Designation/ Grade or any other criteria as per the policy of SMFB.
- j. System should record any salary raise (increment) that has become effective and a historical record will be kept as well
- k. Bulk data loaders in batches should be provisioned in system to eliminate manual entries where SMFB requires it necessary
- l. Any formulae should be in line with SMFB policies and be configurable as and when changes are made to the policy

- m. System should print salaries slips and associated documents for each employee and should be exported into different formats to keep electronically separately
- n. System should maintain a record of Gratuity to be made payable to staff. System must also calculate gratuity as per rules and regulations of SMFB where applicable
- o. System should maintain recoveries against different loans and advances disbursed to SMFB employees
- p. System should define the income tax rate as well as changes in the formulae/structure
- q. System should maintain and print year to date information pertaining to at least salary, deductions, taxes, allowances and other heads in the payslip
- r. System should be calculating and deducting income tax from the salaries of the employees in bulk according to the formula prescribed by Income tax Ordinance
- s. System should calculate salary arrears and deal with the related and associated sections of payslip accordingly for the given periods
- t. System should be capable of calculating salaries partial and prorated salaries based on defined periods i.e. in the event of disbursement of half salaries before Eid.
- u. System should perform / facilitate data integrity check, and reconciliation after processing of monthly salary before its disbursement.
- v. System should be capable of recording and processing reversal of salaries
- w. System should be capable of communicating reversal information to the General Ledger systems
- x. System should be capable of postponing recovery of any advance/ loan for a specific period of time.
- y. System should also be able to make available an extract to reconcile previous month's payroll and current payroll
- z. System should check the amount field for its minimum and maximum limits set out in the policy parameter
- aa. System should ensure authorized and manual overriding of the defined policies, in order to deal with exceptional cases.
- bb. System should be capable of calculating and disbursing the final settlement to the employee
- cc. System should be capable of calculating the negative settlement and generating an advice of recovery at the time of final settlement, if recovery is required from the employee instead of payment
- dd. System must be integrated (automatically/manually) with the GL system, in order to post the information regarding the salaries of the employees
- ee. System should be able to generate Bank Advice for salary disbursement

3.4 Reporting and Analytics:

- a. All reports to be generated based on advanced parameters' criteria
- b. Provides user-friendly, graphical user interface for accessing and creating reports
- c. Access to reports is to be based on user's role
- d. Basic to advanced employee information and its variants
- e. Provides flexibility for defining selection criteria, data ranges, sorting and grouping options, and report output enabling users to tailor information to their specific needs.
- f. Generates reports on all fields that exist in the data dictionary.
- g. Benefits related reports on employees and its variants
- h. Bi-Annually and Year End tax reports. In addition, on demand tax report for any tenure
- i. All compliance reporting can be generated for current periods and historical periods (with ability to determine periods).
- j. Can view and reuse a previously stored report.
- k. Ability to export information into PDF, Excel, CSV, Word documents

- l. Comprehensive customizable reports on all the modules and functionalities should be made available in order to be able to make appropriate decisions
- m. A dashboard (customizable) for every module should be part of the analytics

3.5 Other Requirements

3.5.1 Data Migration

Successful bidder will be required to migrate the entire payroll and employee data from existing HRMS/Payroll to the proposed solution. Historical data will also be migrated for all the processes to proposed solution to fulfill the objectives of back dated printing of employees' pay slips, Tax statement, attendance record etc. and to run normal day to day operation. Solution should also support printing and reconciling MIS reports as desired by the bank for the data migrated. The objective of this exercise is to ensure availability of data in the proposed Human Resource Management System with Payroll so that all transactional & historical data can be viewed from the new Solution.

3.5.2 Training

The bidder will be responsible for the training of the employees in the areas of implementation, operations, management, troubleshooting, and system administration of in-scope solutions as per following:

- a. Business user training for 4 master trainers
- b. Administration / customization training for 2 technical users
- c. Training material for all users should be provided as part of Training.

3.5.3 Implementation and Support Services

Services for the implementation of proposed Human Resource Management System with Payroll are required. The skilled professional team with the HR domain knowledge will have to document the processes/uses cases with business rules / exceptions in the format coinciding with the offered solution based on the detailed requirements by SMFB. Timelines of the project will be agreed before the contract signing and preferred to be within four (4) months or earlier but not beyond six (6) months after signing of the contract. The services will be effective after implementation and expiry of the warranty period which shall be six (6) months in addition to implementation period. SMFB reserves the right to change the payment terms with the consultation of the successful bidder at the time of the contract signing. Once the contract is signed bidder will be bound to invoice as per performed services/milestones agreed in the contract.

3.6 Technology and Information Security:

- a. Prospective bidders are to propose solution with its installation, customization, configuration, deployment / implementation, verification of data quality, data migration, testing, rollout, training, documentation, knowledge transfer, go-live, project closure and support.
- b. The bidder shall also provide user manuals as well as administrator's manual.
- c. System should be able to provide maker/checker concept to avoid unauthorized changes to system

The proposed system should carry at least the following features with respect to technology and ISO27001:

- d. Proposal should highlight clearly the specifications of required hardware and/or any associated software

- e. Should be able to host on Windows, Linux, Virtual Machines, and Opensource operating Systems
- f. Should be able to integrate with opensource databases, Oracle and/or MS SQL databases
- g. Should be able to integrate with central directory services for user management
- h. Should be disaster recovery ready
- i. Should be able to create complete but efficient backups of itself for complete restore including all configurations and files required
- j. Should be able to be accessible over web browser
- k. Should have user management module catering to at least rights/roles assignments, group management, logs of application and user activities in order to track apart from other application related activities, user and its IP address, strong password management
- l. Comprehensive documentation of installation, configuration, backup, restoration and operations should be made available
- m. Complete required database management tasks should be documented in order to keep the system running smoothly
- n. Should be able to keep historical information of entire data and changes
- o. System and its information security controls should be compliant with ISO27001
- p. Should be on unlimited user licenses model
- q. Should be able to allow SMFB to create reports independent of vendor
- r. Data Dictionary, comprehensive Enterprise Relation Diagram, Database structure and system architecture should be clearly mentioned upto the satisfaction of SMFB
- s. Any regulatory/government of Pakistan requirements would be developed and integrated in completion by vendor free of cost as and when announcements of new regulations or updates to existing regulations are announced by regulators/government authorities
- t. License should not treat differently the environments like UAT, Staging, Quality Assurance, Development, Live and Disaster Recovery Site
- u. System should be parametric so that code changes are not frequent
- v. At least 10 additional reports apart from the above mentioned required reporting and analytic section, would be developed by vendor without cost
- w. The architecture should be scalable
- x. Any APIs required to integrate with other systems should be made available as and when required
- y. Should be able to run latest and widely available browsers and systems. Any limitations to the browsers or environments which arise later on would be resolved by vendor without cost
- z. Support should be extended at the times of updates/upgrades to hardware, operating system, databases and application itself or any components of the system
- aa. Change Management and Project Management approaches for implementation and support should be clearly highlighted
- bb. At least 10 customization requests should be catered without cost in order to run operations smoothly after the implementation is complete
- cc. Any assumptions and disclaimers should be clearly highlighted

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2019)

Name of Bidder _____

S. No.	Description	Amount (Inclusive of all taxes)
1	[Module 1]	
2	[Module 2]	
3[Use more rows if there are more modules to be quoted]	
4	Any other costs	
Grand Total		

- a. 5 % bid security is to be submitted with tender document in the shape of pay order favoring Sindh Microfinance Bank Limited.
- b. 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
- c. The cost must include all taxes, stamp duties (as applicable under Stamp Act 1989) duly stamped on the contract agreement, material & labor charges.
- d. Registration for Income Tax, FBR for Sales Tax on supplies & Provincial Tax Authority for services is mandatory (certificates must be attached)

We, hereby accept all the terms and conditions as given above.

(Signature of bidder with name, Designation and Company Seal)

Dated: _____

5 Contract

Definitions

In this contract, the following terms shall be interpreted as indicated:

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010(Amended 2017).

“Procuring Agency” or “PA” means SMFB Contractor.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

5.1 General Conditions of Contract

5.1.1 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.2 Notice

- a. Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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 address specified in the SC.
- b. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.1.3 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SMFB or the Contractor may be taken or executed by the

officials.

5.1.4 Taxes and Duties

The Contractor, Sub-Contractors, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.1.5 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.6 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.11 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.7 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.1.8 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.9 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.1.10 Extension of Time

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

5.1.11 Termination

a. Termination by SMFB

The SMFB may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (v) of this Clause GC 5.1.11.a. In such an occurrence the SMFB shall give a not less than thirty (30) days' written notice of termination to the Contractor, and sixty (60) days' in the case of the event referred to in (v).

- i. If the Contractor does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the SMFB may have subsequently approved in writing;
- ii. If the Contractor becomes insolvent or bankrupt;
- iii. If the Contractor, in the judgment of the SMFB has engaged incorrupt or fraudulent

practices in competing for or in executing the Contract;

- iv. If, as the result of Force Majeure, the Contractor(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- v. If the SMFB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

b. Termination by the Contractor

The Contractors may terminate this Contract, by not less than thirty (30) days' written notice to the SMFB, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause GC 5.1.11.a

- i. If the SMFB fails to pay any money due to the Contractor pursuant to this Contract without Contractors fault.
- ii. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.12 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.1.11, the SMFB shall make the following payments to the Contractor:

- a. Payment for Services satisfactorily performed prior to the effective date of termination;

5.1.13 Good Faith

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

5.1.14 Settlement of Disputes

a. Amicable Settlement

- i. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract 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 this Contract or its interpretation.

b. Arbitration

- ii. If the SMFB and the Contractor fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

5.1.15 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of

SMFB. The Contractor is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SMFB upon successful commissioning of the Computer System and should not be available to any other party including the employees of the contractor.

5.1.16 Obligations of the Contractor

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

a. Conflict of Interest

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

b. Confidentiality and Non-Disclosure

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

5.2 Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5.2.1 Performance Security

The amount of performance security shall be five (10 %) percent of the Contract Price

5.2.2 Payment

The payment to be made to the Contractor under this Contract shall be made in accordance with the payment schedule as shall be agreed between SMFB and the Contractor.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

6 Annexure “A” BID Security Form

BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for _____.

KNOW ALL PEOPLE by these presents that WE [SMFB] of [name of country], having our registered office at [Sindh Microfinance Bank Ltd] (hereinafter called “the company”), are bound unto SMFB (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 2019.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SMFB during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

[Signature and Seal of the SMFB]

7 Annexure “B” Performance Security Form

PERFORMANCE SECURITY FORM

To,

Head of Administration Division

Sindh Microfinance Bank Limited, 39-F, 2nd
Floor, M.A.C.H Society, Karachi-75350
Office Telephone (92-21) 34168125 Fax:
(92-21)34168126

WHEREAS [name of Contractor] (hereinafter called “Contractor” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____ 2019 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Contractor / Contractor guarantee as required pursuant to the budding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor / Contractor, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Contractor / Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2019.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

8 Annexure “C” Schedule of availability, submission & Opening of Bids

Schedule of Availability, Submission & Opening of Bids

For details refer to notification published on the subject matter.

9 ANNEXURE “E” Undertaking / Affidavit

UNDERTAKING/AFFIDAVIT

To be typed on Rs.50/- Stamp Paper

AFFIDAVIT / DECLARATION

(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, 2014)

I, _____ S/o _____, Proprietor/Authorized
Representative/Partner/Director of M/s _____, having NTN #
_____, holding CNIC # _____, do hereby state on solemn
affirmation as under:-

1. That the above named firm/company has not been adjudged an insolvent from any Court of law.
2. That no execution of decree or order of any Court remains unsatisfied against the firm/company.
3. That the above named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.

That whatever stated above is true and correct as to the best of my knowledge and belief.

City: _____
Dated. _____

DEPONENT

(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

Solemnly affirmed and stated by the above named deponent, personally, before me, on this _____ day of _____ 2019, who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT

10 Annexure “D” Human Resource And Payroll System Service Level Agreement

HUMAN RESOURCE AND PAYROLL SYSTEM SERVICE LEVEL AGREEMENT

THIS AGREEMENT is entered into at Karachi
on this the _____ day of _____, 2019

BETWEEN

M/S. _____, having its principal place of business at

_____,
(hereinafter referred to as “Contractor”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

SINDH MICROFINANCE BANK LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 2nd Floor, 39 F, MACHS, 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:

“SMFB” intends to acquire the services of “Contractor” for HR & Payroll Management System (services) for its Head Office Karachi, upcoming branches and Contractor agrees to provide the services to the bank, as per tender opening date _____, along with Price Schedule mentioned in Financial Proposal which is attached herewith and marked as Annexure-A of Tender Document:

NOWHEREFORE, in consideration of the mutual covenants of the Parties, it is agreed as follows:

1 DEFINITIONS

The following terms shall have the meaning ascribed to them herein below where ever used in this Agreement:

1.1 PERSONNEL

Personnel means employees, contractors, subcontractors, representatives, agents and the employees of such contractors, subcontractors, representatives and agents or others acting for the Party concerned, and the Bank’s Personnel and Service Provider Personnel shall be construed accordingly.

1.2 AGREEMENT

Agreement means this [SOLUTION NAME] Service Level Agreement between the Bank and the Service Provider including all annexures, attachments and documents referred to herein and such amendments in writing as may be subsequently agreed.

1.3 SERVICE PERIOD

Service Provider will provide the services as mentioned under article 2 from the date of agreement till the term of this agreement as mentioned under article 4.

1.4 SOFTWARE

Software means [SOLUTION NAME], the HR and Payroll software application license of the Service Provider purchased by the Bank.

1.5 SUPPORT SERVICES

Support Service means services such as training on the Software and the support for the performance of functions that are required for the smooth functioning of Software within the Bank. Services such as customizations, enhancements, integration, data backup/restoration that the Bank may require apart from agreed upon scope of tender for this [SOLUTION NAME] are not covered and if these are required, the Parties shall agree on costs on a case to case basis. Disaster recovery scenario which includes only application recovery shall be part of this agreement; however availability, restoration, configuration and management of associated database shall remain the responsibility of the Bank. This support may be provided online or over phone/off-line.

Support Services shall also include the following:

- a. Minimum of 10 (ten) visits per annum to the Bank by staff of Service Provider for routine checks of the smooth functioning of the Software which includes, supporting the Bank's IT and related departments in resolving any issues related to the Software Server Application without limiting any scope.
- b. Visits, telephone support, email support throughout the duration of the Agreement to the Bank in case of any specific support that is required by the Bank during coverage hours as per 1.6. for bug fixing, installations and re-installations activity.
- c. Execute Banks' training schedules and conduct various levels of training such as Software administration and end user training.
- d. Provide detailed User Manuals at the time of first deployment and also subsequently update manuals if there is any change in the application as a result of customizations/enhancements.
- e. Provide high level consulting to senior management on enhanced Software usage for higher coverage within the Banks' network.

1.6 COVERAGE HOURS

Coverage Hours means office hours starting from 9:00 A.M. to 6:00 P.M. excluding public holidays. Exceptional cases shall be dealt with mutual understanding.

2 SUPPORT SERVICES

The purpose of this Agreement is to formalise, establish and govern the relationship between the Bank and Service Provider with regard to the provision of support services provided by the Service Provider in respect of the Software.

The Service Provider shall provide the Services in respect of the Software as mentioned by providing problem resolution and support as below.

- a. From 9.00 A.M. to 6.00 P.M., 06 days a week (Monday to Saturday). Service will not be available (if mutually agreed upon between both parties for any exceptional cases) on declared public holidays and in cases where force majeure applies only to the extent that the force majeure restricts the Service Provider from providing the required Services.
- b. Technical phone support during the coverage hours.
- c. Trained support engineers will be available to perform support services.

- d. The Bank will inform the service provider, during the validity of this agreement, of any support services that are required either through telephone or email. In case where Service Provider is required to respond and attend customer premises within Karachi, the engineer shall reach within 4 hours of having been notified.

3 TRAINING

- a. The Service Provider shall provide administrative and end-user training to designated staff of the Bank.
- b. The training will be provided at the beginning of the contractual year or at any time as may be required by the Bank, in Karachi.
- c. The Bank will inform the Service Provider at least 3 days before it requires any training.

4 TERM OF AGREEMENT

4.1 TERM / DURATION

This Agreement shall be effective from [Start Date] till [END DATE] and shall be renewed automatically for the next 12 calendar months and will remain in force till either party decides to terminate it in accordance with article 4.2.

4.2 TERMINATION

This Agreement may be terminated by the Service Provider by giving a prior written notice of 30 days if

- a. The Bank does not make payments due to the Service Provider including but not limited to annual payments as per Payments clause 8 of this agreement.
- b. The Bank commits a breach of Software Alterations clause 5 of this Agreement.
- c. Immediately by the Bank if the Service Provider commits a substantial breach of any of its obligations under this Agreement and shall not have remedied such breach within thirty (30) days of receiving written notice of the breach from the Bank. The Parties agree that, unless the nature of the breach is such that it is not capable of remedy, they will utilize the provisions of the escalation procedure as set out in article 4.5 prior to serving notice under this article 4.2
- d. Immediately by either Party if the other Party shall become bankrupt or enter into liquidation (provisional or otherwise) except for purpose of amalgamation, merger or acquisition, or reconstruction, or a receiver and/or manager or administrator is appointed in respect of its assets or any part thereof or it enters into any composition or arrangement with creditors generally.

4.3 EFFECT OF TERMINATION

The termination of this Agreement shall not prejudice the application of its relevant terms to any remedies sought thereafter or to any rights or obligations then outstanding or specified or implied to survive termination.

4.4 WAIVER

Failure by either Party to exercise any rights under this Agreement in any one or more instances will not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Agreement will not be deemed a waiver of any other default.

4.5 DISPUTE ESCALATION

The Parties agree that any dispute shall, unless the nature of the breach is such that it is not capable of remedy, and before any court proceedings, as the case may be, are instituted, be escalated to the senior management of both parties. Senior management can be those signing this

contract, or authorized by the competent authority of either parties, or holding the same position in future.

Pending resolution of any disputed matter the Parties shall continue performing their obligations under this Agreement.

5 SOFTWARE ALTERATIONS

The Service Provider being the owner of the Software, until otherwise execution of section 10 of this agreement, the Bank agrees not to disassemble or de-compile the Software nor make any alterations, connections, attachments, repairs or adjustments to the Software, without the written consent of Service Provider and agrees to ensure that all reasonable measures shall be taken to prevent any third party from doing so. However,

6 WARRANTY/AGREEMENT

6.1 SERVICE LEVELS

The Service Provider warrants that it shall provide the Services in a timely and efficient manner and shall conform to the service levels as specified in this Agreement as per Annexure A.

6.2 Service Provider's PERSONNEL

The Service Provider warrants that it shall provide the Services with due diligence and care and that the Service Provider's personnel shall be suitably qualified and sufficiently experienced to provide the Services in an efficient manner.

7 SAFTEY AND SECURITY

7.1 SECURITY PROCEDURES

The Bank shall instruct any Service Provider personnel involved in the provision of the Services to familiarize themselves with and abide by all relevant security rules and regulations of the Bank. The Service Provider shall ensure that it and its personnel shall comply with the policies, rules, instructions and directions of the Service Provider when providing the Services on the Bank's premises. This shall also cover any Non-disclosure agreement between the two parties.

8 PAYMENTS

The Bank will pay Pak Rs. [AMOUNT IN FIGURES] only per annum (Rupees AMOUNT IN WORDS only) as Support services to the Service Provider for providing above services. The payment will be payable in advance for the 6 months beginning [DATE]. A minimum of 10% per annum increase in charges will be applicable from [NEXT DATE OF RENEWAL]. Payment shall be made against the Service Providers invoice within a maximum of 20 days from date of invoice. Tax (as applicable) shall be added to the invoice unless specific waivers/exemptions are applicable.

It is hereby clarified that upon termination of this Agreement by the Service Provider or the Bank, the unutilized amount of the total annual payment made by the Bank shall be refunded by the Service Provider. In either situation the Bank shall continue to use the Software and will be entitled to appoint someone else for the provision of support services (as being provided by the Service Provider under this Agreement).

9 CONFIDENTIALITY

- a. Each Party to this Agreement acknowledges and agrees that the confidential information received by it from the other Party shall be kept strictly confidential and shall not be disclosed or revealed to any other person other than those employees of such Party who need to know the confidential information for the purpose of performing their respective obligations under this Agreement and the Parties shall take appropriate steps to keep secret all information provided or available to them. The obligations of the Parties under this article shall remain valid and in full force even after termination of this Agreement
- b. In the event that the Receiving Party or any Representative is obligated or requested to disclose any Confidential Information as a result of a court order or by any governmental or regulatory authority, the Receiving Party shall immediately inform the Other Party so that the Other Party is given the opportunity to object to such disclosure. Should any such objection by the Other Party be unsuccessful or should the Other Party decide not to object to any such disclosure, the Receiving Party or the Representative so obligated or requested to disclose the Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental or regulatory authority.
- c. The Receiving Party shall immediately inform the Other Party of any loss of confidentiality, unauthorized disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having knowledge of the same.
- d. The Receiving Party agrees to take, at the Receiving Party's expense but under the control of the Other Party or designated by the Other Party, any reasonable action, including but not limited to legal proceedings, necessary to prevent or stop the unauthorized disclosure or use of the Confidential Information or any part thereof in breach of this Agreement by any Representative, or by any third party who has gained access to the Confidential Information or any part thereof, due to the willful or grossly negligent act or omission of the Receiving Party or any of its Representatives or the failure by the Receiving Party or any of its Representatives to perform any of its obligations hereunder.
- e. Except as permitted in this Agreement with respect to the disclosure of Confidential Information, the Receiving Party agrees that (i) this Agreement and its terms are confidential in nature and shall not be disclosed to any third party without the prior written consent of the other Party; (ii) neither Party shall, without the prior written consent of the Other Party, make any disclosure to any third party about the possible co-operation contemplated between the Parties including but not limited to the fact that discussions or negotiations are taking place between the Parties, any terms, conditions, facts or other matters with respect thereto and the status thereof; and (iii) without prejudice to the foregoing, no release or announcement to the press, whether oral or in writing, relating to any matter contemplated under this Agreement shall be made by any of the Parties unless the other Party otherwise agrees in writing and only at such time and in such form as is approved by both Parties.

10 Escrow Agreement

Escrow agreement shall be in place as per Annexure B of this agreement.

11 FORCE MAJEURE

Subject to provisions of this article, no Party to this Agreement shall be liable for any failure to fulfill its obligations or any term of this Agreement or any omission to carry out or observe any of the stipulations contained in this Agreement, if fulfillment has been delayed, hindered, interfered with or prevented by any circumstances, which are not within the control of the Party in question including but not limited to compliance with any order of any competent court, any government authority, act of war, sabotage, strikes, acts of God which by the exercise of reasonable diligence such Party is unable to prevent, and the Party claiming delay hereunder gives notice to the other Party within seven (7) days of the occurrence of such event. For the duration of the effect of such circumstances beyond their control, the Parties hereto shall be released from their respective obligations hereunder to the extent such obligations cannot be performed as result of such circumstances.

12 ANCILLARY PROVISIONS

- a. This Agreement and the Annexures attached hereto may be varied or amended only by the mutual consent of the both Parties in writing.
- b. None of the provisions of this Agreement shall be considered waived by a party unless such waiver is given in writing by the other party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement unless expressly set forth in such waiver.
- c. All notices provided for herein (other than routine communications concerning the services to be provided hereunder) will be given in writing and will be effective when delivered personally or when sent by internationally recognized courier service to be addressed as follows:

If to the Customer:	If to the Service Provider:
Attn:	Attn:

- d. This Agreement will be interpreted and executed under the laws of the Pakistan and the jurisdiction of the Karachi Courts shall apply. Same law shall exclusively govern the merits of any dispute arising out of or in connection therewith.

13 CONSTRUCTION

This Agreement does not limit or restrain the right of the Service Provider (including its subsidiaries and affiliates) to execute Agreements for the sale of Software licensor providing services for the support of the Software thereof to other parties.

IN WITNESS WHEREOF the Parties have caused this Service Level Agreement to be validly executed by their duly authorized officers in duplicate originals on the dates and in the places hereinafter indicated.

For and on behalf of	For and on behalf of
Sindh Micro Finance Bank Limited	
Name:	Name:
Designation:	Designation:

Witness

For and on behalf of	For and on behalf of
Sindh Micro Finance Bank Limited	
Name:	Name:
Designation:	Designation:

Witness

For and on behalf of	For and on behalf of
Sindh Micro Finance Bank Limited	
Name:	Name:
Designation:	

ANNEXURE “A”

During the period of this agreement Service Provider will provide the services to the Bank as under.

1. **Help Desk Facility:**

- Service Provider Help Desk will be located at following Address:
ADDRESS:
- Access to Service Provider Help Desk would be possible through following telephone contact:
Karachi number:
- Help Desk services would be available during the coverage hours i.e. from 9:00 A.M to 6:00 P.M (Monday to Saturday)
- Contact Persons:

Escalation Level 1:

Escalation Level 2:

Escalation Level 3:

Level 1: System is down: Response within 4 hours

Level 2: System is up and but operations are affected: Response within Same Day

Level 3: System is up but support is required in order to overcome an issue: Response on next working day

2. **Email Addresses:**

ANNEXURE “B”

SOURCE CODE ESCROW AGREEMENT

Agreement made this ____ day of _____ by and between [SERVICE PROVIDER NAME] (“Depositor”) and Sindh Microfinance Bank Limited (“Licensee”).

WHEREAS, the Depositor is the owner of the programs used to provide [SOFTWARE] to the **Sindh Microfinance Bank Limited**; and

WHEREAS, the Licensee has the right to use the system software in its object code from pursuant to an agreement (the “Agreement”) of even date herewith between the Depositor and the Licensee; and

WHEREAS, the Depositor and the Licensee are desirous of creating a means by which the depositor will provide the copy of the code to licensee within a 30 days of exchange of this agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. System Software Source Code Depositing

Within 30 days after the acceptance of the system software as set forth in the Agreement, the Depositor shall deliver to Licensee the system software source code.

2. Revisions

Promptly after the Depositor makes changes to the system software licensed to the Licensee, the Depositor shall provide a copy of the revised system source code to the Licensee.

3. Insolvency

[The Licensee is hereby authorized by the Depositor to use the code, at no further charge to the Licensee, the system source code applicable to the agreement in the event that the Depositor enter into any voluntary or involuntary receivership arrangement or other insolvency procedures or ceases to carry on its business.

4. Ownership

It is understood that ownership of the system program source code at all times belongs solely to the Depositor, and that any release to the Licensee of said system source code is only made as an accommodation to the Licensee and nothing thereby shall be deemed to vest any ownership thereof to the licensee.

5. Restrictions

During any period of time in which the system source code is in the possession of the Licensee, it is agreed that the system source code shall be used only by the Licensee at the Location and in the manner set forth in the Agreement and shall not be duplicated, sold or licensed to others or marketed in any manner.

6. Modifications

This Escrow Agreement shall not be revoked, rescinded or modified as to any of its terms and conditions except by consent in writing by the parties hereto.

DEPOSITOR

LICENSEE

By: _____

By: _____

===== END of ANNEXURE "D" =====