

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. Reform Support Unit, School Education and Literacy Department
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Government of Sindh
- 3) TITLE OF CONTRACT Disbursement of Girls Stipend
- 4) TENDER NUMBER PROC /RSU/GS/2017
- 5) BRIEF DESCRIPTION OF CONTRACT Disbursement of Stipend to girls students all over Sindh
- 6) FORUM THAT APPROVED THE SCHEME Secretary- School Education & Literacy Department, Government of Sindh
- 7) TENDER ESTIMATED VALUE PKR 15,000,000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) N.A
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 02.02.2019
- 10) TENDER OPENED ON (DATE & TIME) 30th Octboer 2017 at 12.30 hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 03
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT (Enclose a copy) _____
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mobilink Microfinance Bank 3-A/2 Kaghan Road F. R Markaz Islamabad
- 16) CONTRACT AWARD PRICE PKR 4,875,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID). 1st

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:

201
12/2010

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	34749 dated 11.10.2017
No	

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

Yes	Daily Dawn dated 11.10.2017 Daily Express dated 11.10.2017 Daily Sobh dated 10.10.2017
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 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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[Handwritten Signature]
09/2/2018

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


Mr. Jamshed Alam Memon
Senior Manager
Reform Support Unit
School Education & Literacy Department
Government of Sindh

FOR OFFICE USE ONLY

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



REFORM SUPPORT UNIT

SCHOOL EDUCATION & LITERACY DEPARTMENT
GOVERNMENT OF SINDH



No. PROC/RSU-GS/2017

Dated 14th December, 2017

M/s Mobilink Bicrofinance Bank,
3-A/2, Kaghan Road, F-8 Markaz,
Islamabad,


Subject: Disbursement of Girl Stipend (IFB No.PROC/RSU-GS/2017)

This is to notify that your bid for the captioned procurement has been accepted at a contract price of Rs. 4,875,000/- (Rupees Four Million, Eight Hundred Seventy Five Thousand) for estimated 325,000 students inclusive of all taxes. The payment to the firm shall be made at per actual. Terms and conditions of contract shall be in accordance to bidding documents.

2. Pursuant to Special Conditions of contract, you are hereby requested to furnish performance security @ 5 % of contract price amounting Rs.243,750/- in shape of Bank Guarantee within 07 days of the notification of Award.


JAMSHED ALAM

Senior Program Manager (Procurement)


14/12/2017

CONTRACT AGREEMENT
Contract for Non-Consulting Services

Between

**Reform Support Unit, School Education & Literacy Department,
Government of Sindh**

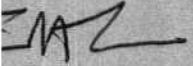
And

M/S Mobilink Microfinance Bank Limited

For

Disbursement of Girls' Stipend

Contract No. PROC/RSU/GS/2017-18





MUHAMMAD IMRAN STAMP VENDOR
 Shop No. 31, Jilani Plaza, Garden West, Karachi
 Lic. No. 141, S. No. 1866 Date:

24 JAN 2018

Issued to With Address Tariq Mehmood Siddiqui
 Through With Address Advocate
 Purpose Ledger No. 5375
 Value Rs. 100 Attached
 Stamps Vendor's Signature
 NOT FOR USED BANK GUARANTEE WILL DIVORCE
 VENDOR NOT RESPONSIBLE ANY FAKE DOCUMENTATION

This CONTRACT for Non- Consulting Services (hereinafter called the "Contract") is executed on the 02nd day of the month of February, 2018 By and Between,

Reform Support Unit, School Education Department, Government of Sindh having its registered office at 47/E-1, Block-6, PESCHS Karachi (hereinafter called the "**Procuring Agency**" or "**PA**" or "**RSU**") which expression shall where the context so admits mean and include its successors in interest and assigns) of the One Part;

And,

Mobilink Microfinance Bank Limited, a microfinance bank incorporated under the Companies Ordinance, 1984 and duly licensed by the State Bank of Pakistan under the Microfinance Institutions Ordinance, 2001 of Pakistan; having its registered office at Plot No.3-A/2, Kaghan Road, F-8 Markaz, Islamabad (hereinafter called the "**Service Provider**" or "MMBL") which expression shall where the context so admits mean and include its successors-in-interest and assigns) of the Other Part.

(The **Procuring Agency** and **Service Provider** shall hereinafter be collectively referred to as the "Parties" and individually also referred to as a "Party").

WHEREAS

Whereas **Service Provider** is licensed by State Bank of Pakistan to carry out microfinance banking business at national level under Microfinance Institutions Ordinance, 2001 and State Bank of Pakistan has also granted its approval and authorized MMBL to provide Branchless Banking services to customers for which purpose MMBL and Pakistan Mobile Communications Limited ("PMCL") also entered into super agency Contract for the purposes of Branchless Banking services and accordingly Branchless Banking services are being provided under the brand name "**JazzCash**" in accordance with laws applicable to such business and services and to the Service Provider; *** Applicable Laws.



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 Education & Literacy Department
 Government of Sindh

- (a) Whereas Procuring Agency is engaged in the business of providing welfare and community building services.
- (b) the Procuring Agency has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (c) the Service Provider, having represented to the Procuring Agency that it has required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of Rs.4,875,000/- (Rupees Four Million Eight Hundred Seventy Five Only) for estimated 325,000 students inclusive of all taxes. The payment to the Service Provider shall be made as per actual Successful Transaction. Per Successful Transaction rates will be applicable as per Appendix-B (Price Schedule/Financial bid of MMBL)
- d) Total number of Successful Transactions or number of students may vary up to 15% accordingly of estimated number of 325,000 students.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents shall be deemed to form, be read and construed as integral part of this Contract.
 - (a) II. General Conditions of Contract attached herewith as Schedule-1;
 - (b) III. Special Conditions of Contract attached herewith as Schedule-2;
 - (c) Following appendices:
 - Appendix-A: Description of Services (TORs)
 - Appendix-B: Price Schedule/Financial Bid
 - Appendix-C: Disbursement of Funds – Roles & Obligations of Procuring Agency & Service Provider
 - (d) Annex-1 (Code of Conduct)
 - (e) Annex-2 (FCPA-Contractual Anti-Bribery and Corruption Disclosure)
2. The mutual rights and obligations of the Procuring Agency and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency shall make payments to the Service Provider in accordance with the provisions of the Contract.
3. **Compliance:** PA shall during the term of this Contract, at all times, ensure compliance with the Microfinance Institutions Ordinance 2001, Branchless Banking Regulations 2016, AML/CFT laws, Anti-Bribery & Anti-Corruption Laws, Laws relating to Confidentially, Business Partner Code of Conduct available on MMBL website (<https://www.mobilinkbank.com/business-partner-code-of-conduct>) & (attached as Annex- 1), FCPA- Contractual anti-bribery and corruption disclosure (attached as Annex- 2) and any other applicable laws.
4. Authority to sign: This Contract is being signed and executed by the representatives ("representatives") of the Parties hereto who represent and undertake that they are duly authorized by their Parties to sign and execute this Contract binding the Parties thereby. If at any time it transpires otherwise, the representatives, whether misrepresented knowingly or unknowingly, shall fully indemnify the affected Party(ies) in addition to being personally liable for legal recourse, and remedies available to affected Party(ies).

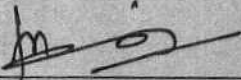


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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Reform Support Unit



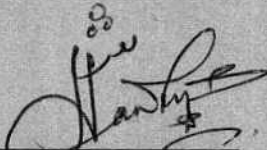
Faisal Ahmed Uqaili
Chief Program Manager, Reform Support Unit,
School Education & Literacy Department-Sindh

For and on behalf of Mobilink Microfinance Bank Limited

Ghazanfar Azam
Chief Executive Officer
Mobilink Microfinance Bank Limited

Witnesses:

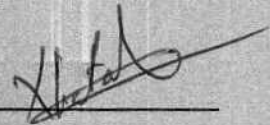
1.



Name: Shadab Soomro

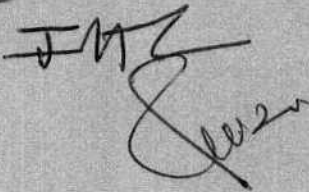
CNIC No.: 45203-9650512-29

2.



Name: KHATAF-UZ-ZAMAN

CNIC No. 37405-7638703-9



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Education & Literacy Department
Government of Sindh



II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">a) "Applicable Law" means the Sindh Public Procurement Act, thereunder Rules 2010.b) "Procuring Agency" or "PA" means the implementing department which signs the contract.c) "Service Provider" means the firm which will provide services under this contract and which signs the contract.d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), the Special Conditions (SC), and the Appendices.e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.g) "Foreign Currency" means any currency other than the currency of the PA's country.h) "GC" means these General Conditions of Contract.i) "Government" means the Government of Sindh.j) "Local Currency" means Pak Rupees.k) "Member" means any of the entities that make up the joint venture/consortium / association, and "Members" means all these entities.l) "Party" means the PA or the Service Provider, as the case may be, and "Parties" means both of them.m) "Personnel" means persons hired by the Service Provider or PA or by their any Sub- Consultants and assigned to the performance of the Services or their respective obligation hereunder or any part thereof.n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.o) "Services" means the services to be performed by the Service Provider pursuant to this Contract, as described in the Terms of References.p) "Affiliates" means any person or entity to whom/which the Service Provider subcontracts any part of the Services.q) "Disbursement" means a transaction processed by Service Provider in the system and intimation is sent to the intended beneficiary in any of the disbursement modes specified in the Contract. Disbursement shall be processed in the system as per the debit instructions given by PA.r) "CNIC" means computerized national identity cards) "SMS" means short messaging service.t) "Automated Teller Machine (ATM) Card" means any card for use at any ATM marked as 1-Link or MNet to initiate Electronic Fund Transfers.q) "Successful transaction/ cash out/ Stipend out" means beneficiary not only receives the Transaction ID but also cash out/ receives the amount from retailer <p>"In writing" means communicated in written form with proof of receipt</p>
1.2 Law of Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of Pakistan
1.3 Language	This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice,



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[Signature]

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	<p>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</p> <p>1.4.2 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.</p>
1.5 Location	The Services shall be performed at such locations as are specified in special condition of Contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.
1.6 Authority of Member in Charge	In case the Service Provider consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Service Provider's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Service Provider may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	The Service Provider, Affiliates, 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.
1.9 Fraud and Corruption	<p>(A) If the PA determines, in mutual coordination and agreement with the service provider, (in accordance with the SPPR 2010) that the Service Provider and/or its Personnel, sub-contractors, Affiliates, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days' notice to the Service Provider, terminate the Service Provider's engagement under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010. Any personnel of the Service Provider who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.Integrity Pact.</p> <p>(B) If the Service Provider or any of his Affiliates, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Service Provider as to this Form of Contract, then the PA shall be entitled to:</p> <ul style="list-style-type: none"> (a) recover from the Service Provider an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Service Provider or any of his Affiliate, agents or servants; (b) terminate the Contract; and (c) Recover from the Service Provider any loss or damage to the PA as a result of such termination or of any other corrupt business practices of the Service Provider or any of his Affiliate, agents or servants. <p>On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Service Provider shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the PA under 19 B Sub-Para (a) and (c).</p>



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2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Commencement of Services	The Service Provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.3 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. Extension in the existing contract on the basis of "no cost extension" may be made with the consent of both
2.4 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.
2.5 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.
2.5.1 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.
2.5.2 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
2.5.3 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
2.6 Termination	<p>2.6.1 By the PA</p> <p>The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Service Provider, and sixty (60) days' in the case of the event referred to in (e):</p> <ol style="list-style-type: none"> (a) If the Service Provider 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 PA may have subsequently approved in writing. (b) If the Service Provider becomes insolvent or bankrupt. (c) If the Service Provider, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (d) If, as the result of Force Majeure, the Service Provider(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days. (e) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.



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(f) If the Service Provider, in its sole discretion and for any reason whatsoever, decides to terminate this Contract, by serving 30 days written notice to the PA.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Service Provider pursuant to this Contract without Service Providers fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
- (c) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (e) If the Service Provider, in its sole discretion and for any reason whatsoever, decides to terminate this Contract, by serving 30 days written notice to the PA.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Service Provider

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the its Personnel and their eligible dependents.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

3.1.1 Standard of Performance

The Service Provider 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 Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Service Providers or third Parties.

3.2 Conflict of Interests

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

3.2.1 Service Provider not to Benefit from Commissions, Discounts, etc.

The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that its



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Personnel, any Affiliates, and agents or either of them similarly shall not receive any such additional payment.

3.2.2 Service Provider and Affiliates not to be Otherwise Interested in Project

The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider as well as any Affiliates and any entity affiliated with such Sub- Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Service Provider shall not engage, and shall cause their Personnel as well as their Affiliates and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the either Party, the Service Provider or PA and their respective 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 Service Provider or PA and their respective Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Service Provider's Actions Requiring PA's Prior

The Service Provider shall obtain the PA's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in SC, and,
- (c) any other action that may be specified in the SC.

3.5 Reporting Obligations

- (a) The Service Provider shall submit to the PA the reports and documents in the form, in the numbers and within the time periods as mutually agreed by the Parties.

3.6 Documents Prepared by the Service Provider to be the Property of the PA

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the PA, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.7 Accounting, Inspection & Auditing

3.8.1 The Service Provider shall keep, and shall cause its Sub-Service Provider to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs

3.8.2 The Service Provider shall permit, and shall cause its Sub consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA, if requested by the PA.



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The Service Provider's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.)

4. SERVICE PROVIDER'S PERSONNEL

4.1 Distribution of Personnel	The Service Provider shall employ and provide such qualified and experienced Personnel and Affiliates as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel/authorized representative are described in SC . The Key Personnel/Authorized representative and Affiliates listed by title as well as by name in SC are hereby approved by the PA.
4.2 Removal and/or Replacement of Personnel	<p>(a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions	The PA shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SC.
5.2 Change in the Applicable Law Related to Taxes & Duties	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2.

6. PAYMENT OF THE SERVICE PROVIDER

6.1 Security	The Service Provider has to submit bid security and the performance security at the rate mention in SC.
6.2 Lump-Sum Payment	The total payment due to the Service Provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.



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6.3 Contract Price	The price payable in Pak Rupees/ / is set forth in the SC.
6.4 Terms & Conditions of Payment	Payments will be made to the account of the Service Provider and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Service Provider of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Service Provider has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
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8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	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
8.2 Dispute Resolution	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

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III. Special Conditions of Contract

Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.1 (a) Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.

1.2 The language is English.

1.3 The addresses are:

Procuring Agency: Reform Support Unit, School Education & Literacy Department,
Government of Sindh-Karachi

Attention: Chief Program Manager

Facsimile: +92-21-34320251

E-mail: jamshedalam48@yahoo.com

Shadab_soomro110@yahoo.com

Service Provider: Mobilink Microfinance Bank Limited

Attention: Khataf Uz Zaman

Assistant Manager Corporate support

Cell: 03028111072

E-mail: Khataf.zaman@mobilinkbank.com

1.4 N.A

1.5 The Authorized Representatives are:

For the PA: Hamid Mehmood & Shadab Kanwal Soomro,

Program Officer (Girls Stipend)

Service Provider: Mobilink Microfinance Bank Limited

Attention: Muhammad Ghufuran Abbasi

Regional Manager Sales MFS & M-Agri South

Cell: 0300-8273727

E-mail: ghuffran.abbasi@jazz.com.pk

1.6 All relevant taxes including stamp duty and service charges to be borne by the Service Provider. In case there is exemption from any rates, taxes, the same shall be mentioned here.

The PA warrants that the Service Provider, the Affiliates and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Service Provider, the Affiliates and the Personnel, or shall reimburse the Service Provider, the Affiliates and the Personnel for) any in direct taxes, duties, fees, levies and other impositions imposed, under the applicable law, on the Service Provider, the Affiliates and the Personnel in respect of:

- (a) Any payments what so ever made to the Service Provider, Affiliates and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) Any equipment, materials and supplies brought into the Government's country by the Service Provider or Affiliates for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) Any property brought in to the province by the international Service Provider, any Affiliates or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:
- (e) The Service Provider, Affiliates and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and



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- 1.7 The date for the commencement of Services is ^{03rd} day of the month of February 2018.
- 1.8 The entire job shall be completed within 12 months from the date of signing of this Contract.
- 6.1 Performance guarantee shall be 5% of contractual amount in shape of Bank guarantee valid till the expiry of the Contract.
- 6.2 The contract amount in Pak Rupees is Rs.4,875,000/- (Rupees Four Million, Eight Hundred Seventy Five Thousand only) inclusive of all taxes for estimated 325,000 students. Total number of transactions and number of students may vary up to 15% accordingly. The payment to the MMBL shall be made at per actual Successful Transactions as already described above. Per Successful Transaction rates will be applicable as per Appendix-B (Price Schedule/Financial bid of MMBL).
- 6.3 Payments of charges to Services Provider out of total Contract amount shall be made according to the number of Successful Transactions (elaborated already) in accordance with data provided by PA in different tranches within 45 calendar days of the invoice by Service Provider. Liquidity damages shall be imposed @ 0.01% per day of the contract amount in case of failure of the disbursement within 15 days of provision of funds and list of beneficiaries. Any such LD will be deducted from the respective invoice of the service provider.

All the payments will be made upon endorsement and recommendation of the concerned section PoC's (i.e. Girls Stipend Portfolio, PA).

- 8.2 Disputes shall be settled by complaint redressal committee defined in SPPRA 2010 or through arbitration Act of 1940 as amended. The place of arbitration shall be Karachi, Pakistan.



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INTEGRITY PACT

Contract No. RSU/PROC/GS/2017

Dated: 02.02.2018

Contract Value: PKR 4,875,000/-

Contract Title: HIRING OF FIRM FOR DISBURSEMENT OF GIRLS STIPEND

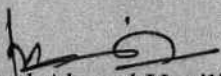
M/S Mobilink Microfinance Bank Limited hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative sub division or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [M/S Mobilink Microfinance Bank] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to any one 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, Service Provider, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, 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 GoS, except that which has been expressly declared pursuant hereto.

[M/S Mobilink Microfinance Bank] certifies that it has made and will make full disclosure of all Contracts and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.


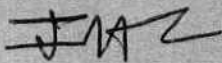
[M/S Mobilink Microfinance Bank] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be void able at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [M/S Mobilink Microfinance Bank] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kick back given by [name of 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 GoS.


Faisal Ahmed Uqaili
Chief Program Manager
Reform Support Unit


Ghazanfar Azam
Chief Executive Officer
Mobilink Microfinance Bank Ltd





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Education & Literacy Department
Government of Sindh

APPENDIX-A

Terms of References / Deliverables:

Description of Services for Disbursement of Girls Stipend

Scope of job:

PA provides stipend to its girls students (Class VI-X) to overcome the loss of economic activity and to increase transition rate from Primary to Secondary schools

A student may receive stipend, ranging from Rs 2500 to Rs 3500 per annum throughout Sindh.

Description of Services

The activity is planned to achieve timely and transparent cash transfer/payment to the girl students.

The Service Provider will take steps/processes for disbursement and cash out stipend to girl students in transactions, this part of work includes but not limited to:

- i. Opening of main PA account for funds disbursement in Mobilink Microfinance Bank Limited
The disbursement to girl students will be carried out through following solutions in preferential order
 - A. Biometric based disbursement and cash out solution (to facilitate the beneficiaries, SMS containing TID will be sent by the Service Provider on the available cell phone numbers record. SMS may be sent multiple times or as suggested/required by PA.)
 - B. ATM card based disbursement and cash out solution
 - C. PIN Mailer based disbursement and cash out with biometric solution at outlets
- ii. In case of the failure of cash out /stipend out by the beneficiaries through Biometric based disbursement and cash out solution, the Service Provider will then make continuous attempts via other than available options of retailers, its branches, ATMs on the given data but shall not charge additionally for any method they will apply to get the stipend cash out
- iii. Information about TID will be conveyed to beneficiaries via SMS (those valid cell phone number record is available) and such SMS service will be made multiple times by the Service Provider, so that beneficiaries could get ample chance to get the TID information and visit the Service Provider 's retailer shop for the stipend collection via bio metric verification process.
- iv. In such cases where ATM disbursement process is engaged, its code will not be delivered physically, whereas the beneficiary will call the Service Provider's helpline to receive it from there, after following due verification process being generally observed by Service Provider.
- v. Helpline is mandatory to establish by firm within 20 days of signed Contract, in case of failure liquidity charges will apply as per Contract terms. Availability of Online reporting portal is essential. This feature is mandatory to be establish by Service Provider within 20 days of signed Contract. In case of failure, within the given period, liquidity charges will apply as per Contract terms Liquidity damages shall be imposed @ 0.01% per day of the contract amount in case of failure of the disbursement within 15 days of provision of funds and list of beneficiaries.
- vi. The Service Provider will complete the disbursement (receiving of data from PA and disbursement to student) within 15 days from the date of receiving of data from PA, in case of failure the, liquidity charges will apply as per contract term. Liquidity damages shall be imposed @ 0.01% per day of the contract amount in case of failure of the disbursement within 15 days of provision of funds and list of beneficiaries.
- vii. Provision of location mapping of branches, franchise and retailers details (mentioning their valid Cell No. landline No. Postal Address and email ID, District and City wise) to PA prior to the contract signing.
- viii. Submission of reports during and after completion of disbursement and cash out of funds by the service provider is mandatory.
- ix. Customer services on helpline number which will be operative 24/7. Service Provider will disseminate helpline details and program awareness sessions among masses via wide publicity/events.



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- x. The Service Provider will be required to develop a mutually agreed mechanism with field officers of PA for sensitization/distribution/dissemination of TIDs/ATMs/Pin Mailers.
- xi. If situation arise where the beneficiaries couldn't cash out /stipend out through any form of disbursement process despite of multiple/alternative attempts, such said parked amount shall be returned back in to that exclusive disbursement bank account on the request of PA. No charges shall be paid to the service provider, on any uncollected/non cash out transaction by the beneficiaries.
- xii. Provision of dedicated staff by service provider for liaison/coordination/reporting with PA.
- xiii. Service Provider shall formulate and present different types of customized reports for PA management in addition to financial & performance based reports including tranche wise and AY year wise reports.
- xiv. Provision of an efficient complaint management system for PA and also setting up desk at District level for facilitation of complainers.
- xv. Providing periodic (at least twice a week) cash out reports carried out via Bio metric, SMS, ATM cards and Pin mailers (whichever is applicable) to PA.
- xvi. Payment of stipend disbursement and cash out by beneficiary service charges will be made by the PA, to the Service Provider within 45 days after the completion of cash out transaction and receipt of valid invoice from the service provider.
- xvii. All relevant data of beneficiaries including names, daughter of, address, CNIC numbers, mobile phone numbers of all beneficiaries and their father/guardian and amounts to be disbursed to each beneficiary; and any other information as deemed necessary will be provided by PA and the Service Provider and/or his agents/retailors shall not use such details/info for any other purposes without the permission of PA. In case of any violation found, relevant applicable legal action will be taken against relevant persons.
- xviii. All cash out reports shared with PA must include retailer details, (Retailer name, complete Address, Time and Date) only in case of disputed transactions.

MODES OF PAYMENT

1. Disbursement and cash out via Biometric

SERVICE PROVIDER shall provide a transaction ID and, in respect of each beneficiary, in any of the following modes as instructed by the PA

- Directly to the beneficiaries by sending SMS on their mobile numbers provided by the PA. Or
- Provide to PA for its onward sharing with the beneficiaries through the school/HM/HT. In case PA/field formations distribute such TIDs at each school/HM, Service Provider has to provide marketing and supplies related support the cash out, all such related arrangements will be mutually decided among the Service Provider and PA.

1.1 Thereafter, each beneficiary can collect his amount in the following mode:

Beneficiary may visit any biometric enabled Service Provider's Outlet, upon showing her or his guardian's original CNIC, and her transaction ID to the operator of the Service Provider's Outlet and upon successful verification of her father/Guardian thumb impression through NADRA enabled biometric machines, the beneficiary shall collect the amount from such operator. Upon receipt of the amount from Service Provider's outlet, an SMS confirmation shall be sent to the beneficiary (where applicable). Service Provider's retailors are not allowed to charge any extra amount from the beneficiaries. In case any such complain is reported, the Service Provider is responsible and shall ensure to redress such complaints in a timely manner (max 30 days).

2 Disbursement and Cash Out on ATM Cards:

Each beneficiary shall be disbursed ATM card, PIN Code will be generated by the beneficiary by calling on helpline number provided by Service Provider. Beneficiary would then be able to cash out his amount from any ILink/MNet ATM machine.



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SERVICE PROVIDER's representative will provide the ATM Cards directly to the PA. In case PA/field formations distribute such TIDs at each school/HM, Service Provider has to provide marketing and supplies related support to mutually cash out. All such related arrangements will be mutually decided among the Service Provider and PA. PA will provide acknowledgement details in respect of the ATM Cards/ to SERVICE PROVIDER for record purposes. Any ATM Card which is lost or mutilated will be reported immediately for blocking on Service Provider's helpline by the beneficiary. Replacement card request of the beneficiary will be raised by authorized POC of PA in the form of email to the authorized POC of Service Provider. Replacement card will be delivered to PA against acknowledgement in writing. No charges will be paid for replacement ATM Card.



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APPENDIX-B

Price Schedule in Pak Rupees/Financial Bid of the selected Firm

Description	Quantity
Disbursement of stipend to girls students all over the Sindh province	325,000 beneficiaries (Estimated)

Stipend shall be paid to around 325,000 beneficiaries for AY 2017-18. Total number of transactions/students may vary up to 15% accordingly.

Note:

- The stipend amount shall be deposited in the PA Bank account open exclusively for disbursement purpose and funds shall be transferred in phases to be decided by PA. However Service Provider would have to park/disburse the cheque amount on the given beneficiaries data within 15 working days from the date of respective amount credited in the said exclusive bank account for disbursement purpose.

If first disbursement of the beneficiary is instructed by PA to be processed on Bio metric of the beneficiary then the following transaction charges will apply for the payment to the Bank only, when the stipend amount is cash out by the beneficiary

In case Bio metric disbursement remains uncollected, client will not be charged additionally for the disbursement and cash out made on any other instrument mentioned below:

Mode/Instrument	Per Transaction Charges PKR.
<i>Biometric based disbursement charges (Per Transaction)</i>	Rs. 15/- per transaction
<i>CNIC based SMS disbursement charges (Per Transaction)</i>	Not Applicable
<i>ATM card based disbursement charges (Per Transaction)</i>	0
<i>Pin Mailer based biometric disbursement charges (Per Transaction)</i>	0

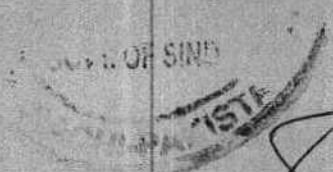
The above charges will apply on any transaction amount ranging from Rs.2500 to Rs.3500

- If first disbursement of the beneficiary is NOT instructed to be processed on Bio metric and if PA instructs Service Provider to disburse funds to any instrument mentioned below then following charges will apply.**

Mode/Instrument	Per Transaction Charges PKR.
<i>ATM card based disbursement charges (Per Transaction)</i>	45/-
<i>Pin Mailer based biometric disbursement charges (Per Transaction)</i>	50/-

3. Special Offer for PA

- ATM will be provided absolutely free of cost
- 1st 1-Link withdrawal will be waived for the beneficiary
- The above charges will apply on any transaction amount between Rs.2500 to Rs.3500



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APPENDIX -C

Disbursement of Funds

Role and Responsibilities of Service Provider:

Following are the roles and responsibilities of the Service Provider:

- i. Provide Transaction IDs via SMS (multiple attempts) or arrange deliveries at each respective Schools by PA field formation in case of bio metric based disbursement. In case PA/field formations distribute such TIDs at each school/HM, Service Provider has to provide marketing and supplies related support for Cash Out.
- ii. Provide ATM Cards to the authorized person of the PA or directly handover to beneficiaries; In case if it is distributed by PA/LSU, then SERVICE PROVIDER Service Provider has to provide marketing and supplies related support (i).
- iii. Service Provider 's Retailor are not allowed to charge any extra amount from the beneficiaries. In case any such complain is reported, the Service Provider is responsible and shall ensure to redress such complaints in a timely manner (max 30 days).
- iv. Transfer funds from the PA Bank Account to the ATM Card accounts in accordance with the instructions of the PA;
- v. Generate and send confirmation SMS to the beneficiaries (where applicable)
- vi. Ensure timely disbursement
- vii. Regularly share customized reports as requested by PA

Preferred Mode of Transactions

PA preferred mode of transaction will be as following:

1. Biometric based disbursement
2. ATM card
3. Pin Mailer

In case of the failure of cash out by beneficiaries through Bio metric based disbursements, the beneficiary will be converted into any other disbursement mode i.e. ATM/Pin Mailer, without any additional charges. SMS for TID's will be sent to the beneficiary multiple times as suggested by PA.

If instructions issued from PA for disbursement on particularly via ATM or Pin mailer, transaction cost will be applied as per price schedule as indicated above.

OBLIGATIONS FOR SERVICE PROVIDER:

Following are the roles and obligations for Service Provider

1. SERVICE PROVIDER is bound to ensure that disbursement of each trench is completed within 15 days from the date of receiving data from PA provided required amount is available in PA's Account designated for such purposes.
2. SERVICE PROVIDER is bound to avoid any duplication of transaction per student/per transaction. Also it does not exceed single transaction cap/Limit as Rs: 2500/-, and Rs: 3500/- under no circumstances. In case of detection of any duplication or excess of cap amount, SERVICE PROVIDER is bound to report all such cases to PA (Authorized Signatories of PA Account with SERVICE PROVIDER) and is bound to refund such amount immediately to PA designated account without applying any service charges.
3. SERVICE PROVIDER is bound to refund all amount left on or before Contract expiry in PA account to be opened for Girls Stipend Disbursement. This refund amount /Final settlement amount shall include if any penalty amount applicable on SERVICE PROVIDER against their failure to meet deadlines of disbursements. This refund amount shall be in the form of a Bank Pay order in the name of "Finance Department Government of Sindh" Exact title for refund shall be shared later on with Service provider.
4. PA account with SERVICE PROVIDER shall be restricted to disbursement of Girls Stipend only, and account shall not be used for any other purposes. It will be cheque-less



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5. SERVICE PROVIDER is bound to provide PA, complete transaction report periodically (Twice a week) and the report should be comprehensive, while covering phase wise total number of transactions disbursed /executed, total number of collections /receipts by end-users/Girls (Parents/Guardians), and finally it should give a detail of transactions executed by each of the SERVICE PROVIDER outlet. In case any kind of misappropriation reported against any retailer, SERVICE PROVIDER is bound to compensate/refund the amount within 20 working days of detection /reporting of any such fraud case by their disbursing outlet(s)
6. Retailer will be bound to collect and provide copy of Payment receipt and copy of CNIC of Parent/Guardian for cashed out beneficiaries (if and where required). This will be done only in case of investigation of any transaction for fraudulent activity.
7. Retailers shall issue receipt of the amount given to each & every beneficiary and upon receipt of all amount from service providers outlet an sms of confirmation shall be sent to the beneficiary (wherever applicable).
8. SERVICE PROVIDER is bound to provide an efficient Complaint Management/Facilitation system at Tehsil level to SERVICE PROVIDER and at District level through LSUs through coordination with GS section at PA office. A dedicated helpline must be provided by SERVICE PROVIDER to end Users/Beneficiaries for quick resolution of Complaints.
9. SERVICE PROVIDER is bound to submit outlet specific as well as Academic year specific reports with PA.
10. The Service Provider shall raise the service charges on each transaction in their respective invoice(s) to PA, only in case the transaction is cash out (respective amount collected/received/cash out by the beneficiary). No service charges payment is applicable/paid to the service provider on the basis of disbursements.
11. In case of any misappropriation / over charge is reported or any complaint received from field offices/beneficiaries, against the agents/retailors of the service provider, that service provider is bound to take action against that retailer/agent. And also service provider is bound to refund the reported over charged/mis appropriated amount, back to the beneficiary by themselves within 30 days of such complaint(s), sent to the Service provider.
12. . Liquidity damages shall be imposed @ 0.01% per day of the contract amount in case of failure of the disbursement within 15 days of provision of funds and list of beneficiaries. Any such LD will be deducted from the respective invoice of the service provider



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Annex 1 - Code of Conduct

1. Introduction

Mobilink Microfinance Bank Limited ("MMBL")'s vision is to provide a safe and healthy working environment to all employees, guests and visitors. MMBL's mission clarifies its business and how the company works across the value chain. It conveys the company's intentions to customers, suppliers, employees and the community in general.

MMBL believes in responsible industry leadership, creating profitable growth in harmony with environmental sustainability and good corporate citizenship.

MMBL conducts its business with integrity and with respect to the interests of others. This is outlined in this Supplier Code of Conduct ("CoC").

MMBL's vision, mission and core values demand collaboration through the value chain and clarification of the principles of business relationships. This CoC outlines the principles for MMBL business relationship with its suppliers/vendors/contractors/service providers ("Supplier(s)"). It establishes certain standards that MMBL requires its Suppliers to respect and adhere to when conducting business with MMBL. By accepting these principles, a Supplier commits to fulfil them in all existing and future Contracts and business relationships with MMBL.

2. Compliance

The Supplier shall at all times ensure that it complies with the obligations set out in this CoC.

The Supplier shall, upon the request of MMBL, provide evidence of its compliance with the obligations set out in this CoC.

The Supplier shall ensure that all members of its group companies and all of its sub-suppliers/sub-contractors involved in the supply of products and/or services to MMBL comply with the requirements set out in this CoC.

3. Compliance with Laws

The Supplier shall comply with all applicable laws and regulations, including without limitations those relating to the areas listed as below:

3.1. Anti-Corruption

The Supplier shall not, in the conduct of its business, engage in fraudulent activities or extortion. The Supplier shall not offer, pay, request or accept a bribe.

3.2. Human Rights

The Supplier shall support and respect the protection of internationally recognized human rights.

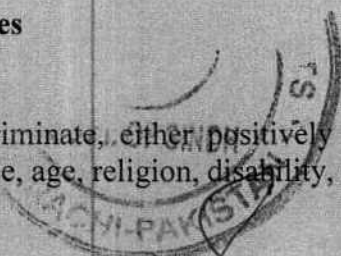
3.3. Social Security

The Supplier shall comply with and make necessary contributions in conformance with the laws relating to Employees Old Age Benefits, Minimum Wages, Social Security Payments and the relevant rules and regulations (as amended from time to time) thereunder for the benefit of the Suppliers workers/employees.

4. Employment Practices

4.1 Anti-Discrimination

The Supplier shall not discriminate, either positively (unless required by applicable law) or negatively, on the basis of race, age, religion, disability, sex or marital status in its workplace.



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4.2 Safe and Healthy Working Conditions

The Supplier shall provide its employees with safe and healthy working conditions. The Supplier shall conduct regular reviews of health and safety conditions in its facilities and take relevant corrective actions where necessary.

4.3 Child Labour

The Supplier shall not employ children under the legal working age and shall not support child labour in any form. At no time shall the Supplier engage any child in any occupation or employment which would prejudice his/her health or education, or interfere with his/her physical, mental or moral development. The Supplier shall abide by the UN Declaration on the Rights of the Child at all times.

4.4 Respectful, harassment-free workplace

The Supplier shall provide a respectful and harassment-free workplace. Harassment means any unwelcome sexual advance, request for sexual favors or other verbal or written communication, incitement or physical conduct of a sexual nature or sexually demeaning attitudes, causing interference with work performance or creating an intimidating, hostile or offensive work environment, or the attempt to punish an employee for refusal to comply to such a request or is made a condition for employment.

4.5 Responsible Sourcing of Minerals

The Supplier should have a policy to reasonably assure that any tantalum, tin, tungsten and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. The Supplier should exercise specific due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customers on request. The Supplier policy should also aim to avoid so-called conflict minerals from wherever that situation is identified around the world.

4.6 Bribery and Corruption

The Supplier shall operate to the highest standard of ethical conduct and integrity. Corruption, extortion and embezzlement are strictly prohibited. The Supplier shall not offer, pay, request or accept any bribe, including facilitation payments, or other means of obtaining undue advantage, whether the undue advantage is offered directly or through an intermediary.

The Supplier shall not, directly or indirectly, offer gifts to MMBL employees or representatives or anyone closely related to these, unless the gift is of modest value.

Hospitality, such as social events, meals or entertainments, may be offered if the cost is kept within reasonable limits. Hospitality, expenses or gifts should not be offered or received during contract negotiation, bidding or award.

The Supplier shall at all times comply with the obligations set out in this clause, or to any specific anti-bribery and corruption clauses as included in a contract entered into with MMBL.

4.7 Confidentiality

Suppliers shall keep confidential any information relating to MMBL customers, business activities, contracts, projects, structure, financial situation or performances unless specific prior written permission is obtained.

4.8 Intellectual Property

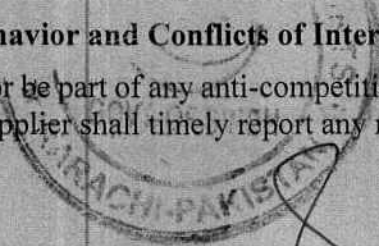
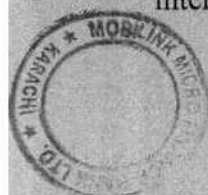
Suppliers shall respect and not infringe any intellectual property rights of MMBL.

4.9 Money Laundering

The Supplier shall be firmly opposed to all forms of money laundering and shall take all steps to prevent its financial transactions from being used by others to launder money.

4.10 Anti-competitive Behavior and Conflicts of Interest

The Supplier shall not cause or be part of any anti-competitive practices and breach of competition laws/rule/regulations. The Supplier shall timely report any relevant actual or potential conflicts of interest.



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5. Fair Employment Terms

5.1 Working Hours and Wages

The Supplier shall comply with applicable laws, regulations and industry standards on working hours, including overtime. The Supplier's employees shall be provided with wages that at least meet minimum standards and are sufficient to meet basic human needs in the applicable community in compliance with applicable minimum wages legislation (provincial/federal).

5.2 Forced Labour

The Supplier shall not use any prison or forced labour of any kind. Forced or compulsory labour shall mean all work or service which is demanded from any person under the threat of any penalty/life and for which the said person has not offered voluntarily.

5.3 Freedom of Association

The Supplier shall endorse the freedom of association and the right to collective bargaining for its employees as per the prevalent applicable legislation.

6. Environmental Requirements

The Supplier must operate with care for the environment, run its business in an environmentally sound manner, and demonstrate a precautionary approach to environmental impact reduction. The Supplier shall maintain an environment management system and demonstrate a high level of environmental protection in sourcing, manufacturing, and transportation activities.

7. Assurance, Audit and Termination

7.1 Monitoring Performance and Whistle-blowing

The Supplier shall implement monitoring and enforcement procedures to check conformance with the requirements above.

The Supplier shall protect the confidentiality of whistle-blowers who may raise concerns about any ethical or legal issues.

MMBL reserves the right to verify the Supplier's and/or its respective supplier's sub-contractor compliance with this CoC provided they are involved in work related to MMBL. This compliance can be carried out through one or a combination of several assurance processes. These can also include a requirement for the Supplier to report relevant data into MMBL's database system and/or pre-announced inspections by MMBL or third party auditors. Reporting and/or inspections shall be requested and performed in such a manner as to avoid unrestricted disclosure of Supplier's confidential information and without disrupting Supplier's work unduly.

If MMBL becomes aware of any actions or conditions not in compliance with this CoC, MMBL can demand that corrective measures be taken. MMBL reserves the right to terminate any purchase or other Contract with the Supplier if it or any of its own suppliers do not comply with the CoC, without incurring any liability from MMBL to the Supplier.

The obligations under this CoC shall continue in force in respect of any deliveries from the Supplier to MMBL, regardless of the termination or expiry of any purchase or other Contract between MMBL and the Supplier.

8. Additional Obligations

The obligations outlined in this CoC are in addition to the Supplier's other obligations pursuant to any purchase or other Contract in place between MMBL and the Supplier.



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FCPA
Contractual anti-bribery and corruption disclosure

DEFINITIONS AND INTERPRETATIONS

In this Annex (below referred to as "**Additional Contract**") the following terms are defined as follows:

"Applicable Laws" means all laws that need to be obeyed, including if applicable, but not limited to: the U.S. Foreign Corrupt Practices Act; the anti-corruption laws of [Business Partner's domicile or country of operation] (without regard to their jurisdictional limitation); [the United Kingdom's Bribery Act 2010]; The Dutch Criminal Code (Articles 177 DCC, 177a DCC, 362 DCC, & 363 DCC) the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the commercial bribery, anti-money laundering, Sanctions & Export Control laws and regulations of the United States, the United Kingdom, the EU and the Netherlands and all the other directives applicable to [name of the Business Partner]'s performance under the [Contract] and this Additional Contract.

"Affiliated Persons" means [name of the Business Partner]'s officers, directors, employees, agents or representatives, or any of its stock-holders, principals or owners (including ultimate beneficial owners) acting on its behalf or in its interests.

"Government Entity" means a government or any department, agency, institution or instrumentality thereof (including any company or other entity owned or controlled by a government and any political subdivision of any of the foregoing), a political party or a public international organization.

"Government Official" means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office; an officer, employee, or person acting in an official capacity for or on behalf of an international organization.

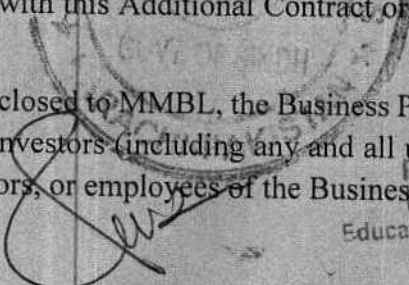
1. COMPLIANCE – Subject always to the terms of the Contract:

- (1) [Name of the Business Partner] ("**Business Partner**"), for itself and on behalf of its Affiliated Persons, represents, warrants and covenants that:
- (i) the Business Partner and its Affiliated Persons are solely responsible for complying, have to their best knowledge complied, and will comply, with Applicable Laws and have to their best knowledge not taken and will not take or fail to take any actions, which act or omission would subject MMBL or its affiliates to liability under Applicable Laws;
 - (ii) neither the Business Partner, nor any of its Affiliated Persons, has directly or indirectly offered, paid, given or loaned or promised or authorize to pay, give or loan, money or anything of value to or for the benefit of any Government Official (directly or through any third party) that is intended to, or could be seen as an attempt to, corruptly:
 - influence any official act or decision of a Governmental Official;
 - induce a Governmental Official to do or not to do any act in violation of a lawful duty;
 - secure any improper business advantage; or
 - induce such Government Official to use his/her influence with a Government Entity to affect or influence any act or decision of that Government Entity, in connection with this Additional Contract or the business of MMBL Ltd. or its affiliates.

Except as otherwise disclosed to MMBL, the Business Partner represents and warrants that none of the owners or investors (including any and all ultimate beneficial owners), stock-holders, officers, directors, or employees of the Business Partner is a Government Official



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or a Family Member or Close Business Associate of a Government Official or is acting on behalf of or shares a financial interest in the transactions established by this Additional Contract with any Government Official. The Business Partner further represents and warrants that no Government Official has control over the Business Partner and that no Government Official has any direct or indirect ownership of or interest in the monies, proceeds, or other benefits that may arise from the transactions established by this Additional Contract, and that if this representation shall no longer be accurate in any respect it shall immediately notify MMBL, in writing.

- (3) Reserved.
- (4) The Business Partner declares that it and its employees who will be working with MMBL have knowledge of the contents of the MMBL Code of Conduct which is retrievable at the following website: www.Mobilinkbank.com. The Business Partner agrees that it, its employees, and any third party agents or sub-contractors acting on its behalf (which must be approved in writing by MMBL before the conduct of any activities related to this Additional Contract) will strictly abide by the principles contained in the MMBL Code of Conduct when acting on MMBL's behalf.
- (5) Represent and warrant that it will not provide, directly or indirectly, any gifts, meals, or entertainment to any Government Official in connection with any work performed on behalf of MMBL or the provision of any goods or services to MMBL.
- (6) In connection with its relations to MMBL, the Business Partner declares: a) to have maintained and will maintain books, records, invoices and other documents concerning payments and expenses that are complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures; and b) has not and will not maintain or use any "off book" accounts or other similar funds.
- (7) The Business Partner commits for the entire duration of this Contract to have implemented and to maintain an effective and appropriate internal control system and a compliance program for the prevention of bribery and corruption, money laundering and other crimes, in accordance with the MMBL Code of Conduct.
- (8) The Business Partner shall perform all possible efforts to cooperate with MMBL to clarify any facts and/or settle any disputes regarding the fulfillment of the present Contract, including by means of providing MMBL with information regarding the clients/agents of the Business Partner which is not treated as confidential according to applicable legislation or regulations.
- (9) Not assign its rights and responsibilities under its Contract with MMBL to a third party without the express written authorization of MMBL.
- (10) The Business Partner shall certify compliance with the above representations when requested to do so by MMBL.
- (11) The Business Partner shall complete any training required by MMBL and shall require owners, directors, and employees of the Business Partner who interact with Government Entities or Government Officials on behalf of MMBL to complete such training.
- (12) The Business Partner shall promptly notify MMBL if it ever receives a request to take any action which would or might violate its obligations under this Additional Contract.

Subject always to the terms of the Contract, MMBL shall be entitled to conduct regular due diligence surveys and audits, staffed as MMBL deems appropriate, to verify the Business Partner's past and current compliance with Applicable Laws and relevant anti-bribery clauses of the MMBL Code of Conduct and the Business Partner shall cooperate fully with and respond in a timely manner and in good faith, including making relevant documents and personnel available, to facilitate any such due diligence surveys or audits.

The [Parties] agree that any non-compliance, even partial, with the abovementioned declarations and undertakings (including any change of circumstance without prior notice to MMBL), which MMBL reasonably believes may result in adverse consequences for MMBL, will be considered a material breach under this Additional Contract and, as a consequence, will entitle MMBL to unilaterally withdraw, even during its performance, or to immediately terminate the [Contract] and all obligations to pay consideration thereunder, by delivering notice via registered mail, which shall include a brief summary of the circumstances or of the legal proceedings demonstrating such non-compliance.

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