

SMFB/IT/TD/1002/2017

COPY NO: _____

Sindh Microfinance Bank Limited

**Tender Document
Acquiring of E-Mail & Web Services**

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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.

“Bidding Documents” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner / the documents notified by the Authority for preparation of 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 supplier from participating in any future procurement proceedings by SMFB.

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

- (i) where a contractor, supplier 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;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) 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;
- (iv) 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, non-competitive 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;

“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 / a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document, having lowest evaluated cost.

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

“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 Pre-qualifications 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;

“Supplier” 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 vendors for ACQUIRING E-MAIL AND WEB HOSTING SERVICES on need basis. Details of the specifications of related services to be provided are given in the scope of service 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 issued thereunder (“SPPRA”) which can be found at www.pprasindh.gov.pk/. For the purposes of this document, the 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.

This TD includes the following Sections:

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

Proposals must be submitted at the below mentioned address;

Yours sincerely,

COMPANY SECRETARY
SINDH MICROFINANCE BANK LIMITED
HEAD OFFICE
39/F, 2nd Floor, M.A.C.H. Society Karachi 75600

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:

COMPANY SECRETARY
SINDH MICROFINANCE BANK LIMITED
HEAD OFFICE
39/F, 2nd Floor, M.A.C.H. Society
Karachi 75600

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

1. SMFB requires that Bidders / Suppliers / 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)]
2. 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, in competing for the contract in question.
3. 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 – One Envelope Procedure; a bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the FINANCIAL PROPOSAL and the TECHNICAL PROPOSAL [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 Technical Proposal

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

2.4.5 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.

2.4.6 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)]

2.4.7 Bid Security

The SMFB shall require the bidders to furnish the Earnest Money @ 5% of Bidding Cost or Irrevocable Bank Guarantee acceptable to the bank, 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 attached 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:

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

2.4.8 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

Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. [SPPRA Rule 46 (1-a&b)]

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;

- 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)]
- 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.

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 [2.4.8].

2.5.7 Cancellation of Bidding Process

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

2. SMFB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. 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)]
4. 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 Mechanism for Redressal of Grievances

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; [SPPRA Rule 31(4)]

1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

SMFB 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. [SPPRA Rule 31(5)]

SMFB shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)]

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

IMPORTANT

In addition to above it may be noted that no complain will be entertained unless it is forwarded on company's original letter head, bearing complete address, NTN of the company and CNIC of the complainant.

2.5.9 Review Committee

A bidder not satisfied with decision of the procuring agency's complaints redressal committee may lodge an appeal to the Review Committee; provided that he has not withdrawn the bid security, if any, deposited by him. [SPPRA Rule 32 (1)].

The bidder shall submit the following documents to the Review Committee: [SPPRA Rule 32 (5)].

(a) A letter stating his wish to appeal to the Review Committee and nature of complaint; [SPPRA Rule 32 (5-a)].

(b) A copy of the complaint earlier submitted to the complaint redressal committee of the department; [SPPRA Rule 32 (5-b)].

(c) Copy of the decision of Procuring Agency / Complaint Redressal Committee. [SPPRA Rule 32 (5-c)].

On receipt of appeal, the Chairperson shall convene a meeting of the Review Committee within seven working days; [SPPRA Rule 32 (6)].

It shall be mandatory for the appellant and the Head of procuring agency or his nominee not below the rank of BS-19 to appear before the Review Committee as and when called and produce documents, if required; [SPPRA Rule 32 (8)].

In case the appellant fails to appear twice despite the service of notice of appearance, the appeal may be decided ex-parte; [SPPRA Rule 32 (9)].

The Review Committee shall hear the parties and announce its decision within ten working days of submission of appeal; [SPPRA Rule 32 (10)].

The decision of Review Committee shall be final and binding upon the procuring agency. After the decision has been announced, the appeal and decision thereof shall be hoisted by the Authority on its website; [SPPRA Rule 32 (11)].

2.5.10 Matters not subject to Appeal or Review

The following actions of the SMFB shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the SMFB; [SPPRA Rule 33 (1)]
- Decision by the SMFB under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

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 Supplier Eligibility Criteria

All bids shall be evaluated in accordance with the eligibility 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 confirm to the specified requirements.

2.6.5 Eligibility Criteria

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
			Yes	No
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attach as Annexure “1”)	Yes	No
2	Turn Over in last 3 Years	Audit Report / Tax Return (attach as Annexure “2”)	Yes	No
3	Registration with Income Tax Sales Tax and SRB	NTN ,GST and SRB Certificates (attach as Annexure “3”)	Yes	No
4	Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure “4”)	Yes	No
5	The offered services must have been supplied / provided in 01 Bank/s in Pakistan	Certificates from Bank (attach as Annexure “5”)	Yes	No
Qualified / Disqualified				

ELIGIBILITY CRITERIA NOTE

1. 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.
2. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified

MANDATORY

1. GST/Income Tax Registration.
2. Attachment of Affidavit (specimen attached as Annexure “H”) on stamp paper from the owner of the company.
3. Attachment of Annexure “A” (With Financial Proposal) & Annexure “B” (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee on time

QUALIFICATION

1. 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 (Single Stage- One Envelope Procedure).

DISQUALIFICATION

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

1. On black list of SPPRA & Sindh Microfinance Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Microfinance Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered.
4. Alternate bid is offered.
5. Non - Attachment of Annexure “A” (With Financial Proposal) & Annexure “B” (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
6. The qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without Tender Fee.
8. Warranty of supplied items is less than 1 year.
9. In Eligibility Criteria, a single non-compliance of a requisite will make the bidder disqualify. (Single Stage-One Envelope Procedure).
10. If during verification process of the client list the response by any of the bank is un satisfactory on account of previous performance

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 his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 10 Days from the date of Letter of Acceptance, 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 letter of acceptance date and furnishing the requisite performance security.

2.7.5 Performance Security

Within 7 DAYS of receipt of the Letter of Acceptance from SMFB, the successful Bidder shall furnish to SMFB the Performance Security equals to 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 “C” 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 Supplier not later than thirty (30) days following the date of successful completion of the Supplier’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. *[Specimen is attached in Annexure “D”]* [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. *[Specimen is attached in Annexure “F”]*

3 SCOPE OF WORK / TECHNICAL SPECIFICATION

As per instruction from State Bank of Pakistan via their circular BPRD no 05, all the banks and Financial Institutions are required to implement TLS security on their email gateway with Enforcement mode.

To implement TLS security with enforcement mode, Sindh Microfinance Bank requires procuring of Managed Email Service and Web Hosting with following specifications.

REQUIREMENTS:

1) HARDWARE SPECIFICATIONS.

- I. Service should be in Pakistan
- II. Storage should be 100 GB or above and should be scalable for future enhancements
- III. CPU should be minimum 3 Cores dedicated and should be scalable for future enhancements
- IV. Memory of the server should be minimum 6 GB dedicated and should be scalable for future enhancements
- V. Monthly Network Traffic: Minimum 100 GB

2) FEATURES

- I. Service provider will be responsible for installing and configuring the Operating System of the email server along with appropriate email server along with any other software required, providing the best possible service.
 - II. Service provider will be responsible for DATA migration/transfer the current Email DATA of Sindh Microfinance Bank from current email server which is Exim 4.82 running on Cent Os 6.5 to the new Email Server. (The bank will provide the root access of the same)
 - III. The email service must be provided on guaranteed 99.9% uptime (The uptime will be calculated on monthly basis. If the email service is down for any amount of time which breaches the 99.9% uptime. The Bank will enforce penalty, mentioned in Terms & Conditions / SLA.
 - IV. The service provider must provide appropriate administrative panel to Sindh Microfinance Bank for management of email accounts, forwarders, group email accounts, auto responders etc.
 - V. The email server must have following
 - Unlimited number of email accounts-up to 50
 - Unlimited number of sub domains -Minimum 10
 - Unlimited attachment size with the ability to limit the email attachments size to bank's desire.
 - VI. Automatic Disclaimer as required by Sindh Microfinance Bank must be attached to every outgoing email
 - VII. Service provider must provide a control to stop specific users from sending emails outside of Sindh Microfinance Bank domain.
 - VIII. Service provider must maintain and provide customize logs (GUI View) of each user when required.
 - IX. Service provider must provide root access of the email server to Sindh Microfinance Bank.
- 2) Service provider shall provide entire backup of email server/configuration along with data (emails and web hosting) upon expiry of contract between Sindh Microfinance Bank and service provider or at any time on demand by Sindh Microfinance Bank.

- 3) Company will maintain offsite backup of Sindh Microfinance Bank email and hosting data so that bank does not suffer as loss of data in case of main server failure.

TLS ENFORCEMENT IMPLEMENTATION & SUPPORT

- I. Service provider must install appropriate SSL/TLS certificate on the server that is compatible with the TLS certificate of State Bank of Pakistan.
- II. Service provider must implement SSL/TLS enforcement policies on the email server.
- III. Service provider must provide all related support for TLS enforcement policy.
- IV. Service provider must provide administrative panel with the ability to add specific domains for TLS enforcement policy, both inbound and outbound.
- V. Service provider must be responsible for implementing and testing of TLS enforcement with State Bank of Pakistan and other Financial Institutions.

GENERAL REQUIREMENTS

- I. Service provider must have appropriate software / hardware devices of Firewalls, Intrusion prevention and detection System and make sure all the email traffic is passing through these devices and not only detect any intrusion but also take appropriate action to prevent the intrusion.
- II. Service provider will be responsible for time to time system optimization and performance tuning.
- III. Service provider should have 24 hours / 7 days system monitoring and provide support to Sindh Microfinance Bank.
- IV. Service provider should provide proper escalations matrix, containing contact information and email addresses.
- V. Service provider will be responsible of controlling regular vulnerability / spam scans / viruses etc. and take appropriate steps to avoid / quarantine / eliminate these vulnerabilities / spam(s).
- VI. Service provider shall update the Operating System / Email server with latest security patches and updates without any extra cost to Sindh Microfinance Bank.

Terms and Conditions:

- The service provider must agree with all the clauses in Service Level Agreement, attached at annexure G. kindly read all the clauses of SLA carefully before submitting the bid.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2017-2018)

Name of Bidder _____

S.No	Item	Unit Cost	Quantity	Total Amount
01	Email & Web Service			
*Total Amount				

**This total amount will be taken as price offered by the vendor.*

Note

1. 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.
2. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement.
3. No advance payment for the supply of equipment will be made; bills are only being processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
4. Calculation of bid security. 5% of the *(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favor of Sindh Microfinance Bank Ltd.
5. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
6. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
7. The Tender will stand cancelled if the items are not supply/installed within 8 weeks of issue of supply order.
8. In case financial bids are the same, the successful bidder will be the one who has highest turnover of the two.
9. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
10. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
11. Pre Bid Meeting: Within one week (For Any Clarification)
12. Note. 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 website regularly.

Signature & Stamp of Bidder

5 CONTRACT

5.1 Conditions of Contract

5.1.1 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.

“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.

5.1.2 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.

5.1.3 Notice

- 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.
- 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.

5.1.4 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 Supplier may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Supplier, Sub-Suppliers, 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.

5.1.6 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.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.8 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.

5.1.9 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.

5.1.9.1 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.

5.1.9.2 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.

5.1.10 Termination

5.1.10.1 Termination by SMFB

The SMFB may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the SMFB shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Supplier 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;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SMFB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the SMFB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.1.10.2 Termination by the Supplier

The Suppliers 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 (a) through (c) of this Clause GC 5.1.10.2

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

5.1.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the SMFB shall make the following payments to the Supplier:

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.11 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.

5.1.12 Settlement of Disputes

5.1.12.1 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.

5.1.12.2 Arbitration

If the SMFB and the Supplier 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.

5.1.13 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of SMFB. The Supplier 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 supplier.

5.1.14 Obligations of the Supplier

The Supplier 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 Supplier 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-Suppliers or third Parties.

5.1.14.1 Conflict of Interest

The Supplier 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.

5.1.14.2 Confidentiality

Except with the prior written consent of the SMFB, the Supplier 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 Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.1 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 ten (10 %) percent of the Contract Price

5.2.2 Payment

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

- a. All advance payment will be made against valid bank guarantee(s).
- b. SMFB will effect payment within 30 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

**6. BID FORM [IT SHOULD BE SPECIFIC TO EACH CONTRACT AND
WILL HAVE TO BE TAILORED SEPARTELY FOR EACH TENDER
DOCUMENT]**

Dated: _____, 2017

To,

COMPANY SECRETARY
SINDH MICROFINANCE BANK LIMITED
HEAD OFFICE
39/F, 2nd Floor, M.A.C.H. Society
Karachi 75600

Gentleman,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency _____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide goods/work/related service], that will be in accordance with the terms defined in the proposal and /or contract.

Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____.

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to ten percent (10%) of the Contract Price for the due performance of the Contract, in the form prescribed by SMFB.

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name & Address of Agent

Amount and Currency

(If none, State none)

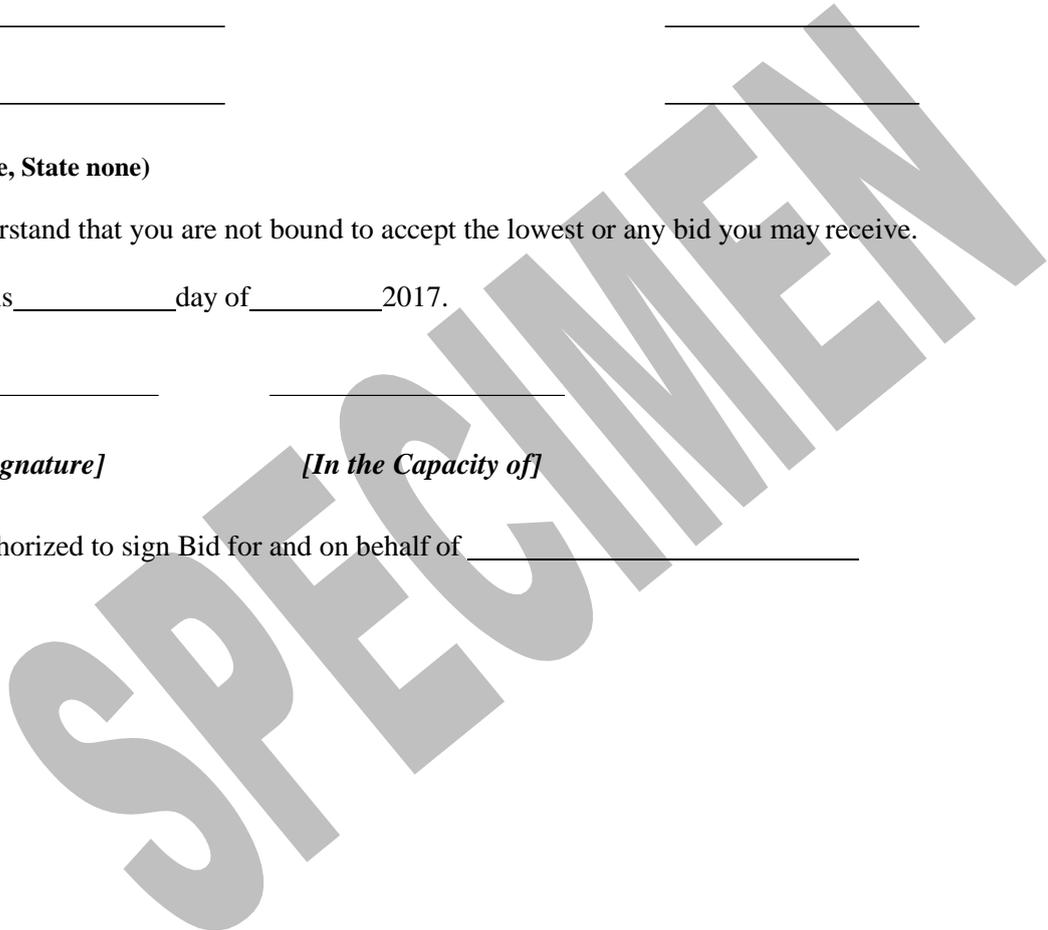
We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2017.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____



6. 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 [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), 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 2017.

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 Bank]

8. PERFORMANCE SECURITY FORM

To,

COMPANY SECRETARY
SINDH MICROFINANCE BANK LIMITED
HEAD OFFICE
39/F, 2nd Floor, M.A.C.H. Society
Karachi 75600

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated 2017 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Supplier / 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 Supplier / 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 Supplier / 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 _____ 2017.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

9. INTERGRITY PACT

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

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

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

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

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

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

10. Schedule of Availability, Submission & Opening of Bids

Please refer to Notification Advertisement on the subject matter.

11. Form of Contract

Annexure “F”

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Sindh Microfinance Bank Limited, and [Supplier Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and
b) if the Parties enter into an agreement related to such business transaction, to fulfill each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2017.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or
 - Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party

contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
 - Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 - Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.

12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Microfinance Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEXURE- G

13.WEB AND EMAIL HOSTING AGREEMENT

This Agreement is effective from, Between Sindh Microfinance Bank Limited having its head office at 2nd Floor, 39 F, MACH Society, Karachi (hereinafter called the "Sindh Microfinance Bank")

And

Bidder, having its registered office at

WHEREAS the BIDDER is the Supplier/Service Provider of Web Hosting and E- mail Services Outsourcing along with TLS Enforcement

AND WHEREAS the Sindh Microfinance Bank is inclined to acquire services as detailed below on the terms and conditions laid down hereinafter for the supply of Web Hosting and Email Outsourcing Services for the BANK of total sum Amounting for email server Rs. _____ per year, payable at the end of each month.

This agreement is automatically becomes effective while using any of the web hosting services provided by the BIDDER.

Hosting Agreement:

1. Definitions.

- 1.1 Sindh Microfinance Bank" means the persons, entity or agents and authorized representatives accepting this agreement.
- 1.2 "Content(s)" means all text, pictures, sound, graphics, video, links, and other data stored by Sindh Microfinance Bank on BIDDER server computers.
- 1.3 "Website" means pages presenting the Content(s) stored by Sindh Microfinance Bank on BIDDER server computers.
- 1.4 "User" means users of Sindh Microfinance Bank's Website.
"User Content" means all text, pictures, sound, graphics, video, links, and other data stored by Users on BIDDER server computers.
- 1.5 "Confidential Information" means information that Sindh Microfinance Bank takes reasonable steps to maintain in confidence and identifies in writing to BIDDER as confidential.

2. Web Hosting.

2.1 Hosting.

BIDDER will provide VPS, as specified in Exhibit A, with an Internet address for storage and access of Content, User Content, and the Website. The Website, Content, and User Content(s) must be "server-ready." BIDDER will provide bandwidth and storage as specified in Exhibit A. If Sindh Microfinance Bank requires additional bandwidth or storage, BIDDER will negotiate in good faith to amend this Agreement unless BIDDER server computers cannot accommodate the requested bandwidth or storage.

2.2 Website Backup and Email Data.

BIDDER will back up the Website on the request of Sindh Microfinance Bank in a commercially reasonable manner. However, BIDDER is not responsible for lost Content(s) or lost User Content. Website backups will be stored by BIDDER for no longer than days. BIDDER will provide, at Sindh Microfinance Bank's expense, an electronic copy of the backup Website to Sindh Microfinance Bank

upon written request by Sindh Microfinance Bank. Backups are intended for disaster recovery, not the restoration of individual files.

Service provider shall provide entire backup of email server/configuration along with data (mail and web hosting) when contract expires between Sindh Microfinance Bank and bidder or when Sindh Microfinance Bank demands

2.3 Server Logs.

As requested by Sindh Microfinance Bank, BIDDER will deliver to Sindh Microfinance Bank an electronic form of server Log of Website activity. Sindh Microfinance Bank will be entitled to three month of log storage free of charge or as available on the server. BIDDER may, at its option, charge a fee to Sindh Microfinance Bank for additional space required to store oversized logs.

With the VPS plan, Sindh Microfinance Bank has given root access to the server, so Sindh Microfinance Bank has access to check server logs. Furthermore, in-case Sindh Microfinance Bank delete any log from server, that particular log will not recover by Bidder.

2.4 Standards.

BIDDER's services will conform to the following:

2.4.1 Availability of Website.

BIDDER will provide hosting services for the Website / servers that meet 99.5%) a reasonable commercial standard for, among other matters, packet loss, accessibility, latency, availability, and throughput.

2.4.2 Root Access.

Sindh Microfinance Bank has full root access of VPS, Bidder will not be responsible in case of any content(s) / data / Log deletion from Sindh Microfinance Bank end.

2.4.3 - Security.

BIDDER will take steps to prevent unauthorized access to the Website, Content, User Content, and Confidential Information stored on BIDDER server computers.

2.4.4 - Server/Network Computer Outages.

BIDDER will employ best efforts in providing advance notice to Sindh Microfinance Bank of scheduled server computer/network outages.

2.4.5 - Disclaimers.

BIDDER provides no equipment, software, or communication connections to Sindh Microfinance Bank. BIDDER makes no representations, warranties or assurances that the Sindh Microfinance Bank's equipment, software, and communication connections will be compatible with BIDDER hardware and service.

3. Ownership of Content.

All Content(s) and User Content(s) stored by Sindh Microfinance Bank on BIDDER server computers shall at all time remain the property of Sindh Microfinance Bank. Sindh Microfinance Bank grants to BIDDER a non-exclusive, worldwide license to the Content(s) and User Content(s) only to the extent necessary for BIDDER to host the Website.

3.1 Lawful Purpose.

Sindh Microfinance Bank will only use BIDDER hardware and services for lawful purposes and Sindh Microfinance Bank will not store or provide any Content(s) or User Content(s) or link to any material that violates foreign, federal, state or local law, the Terms of Service of Exhibit B and any modifications thereof, BIDDER posted Acceptable Use Policy, or any other BIDDER policy.

3.2 Remedy for Violation.

Should BIDDER become aware that Sindh Microfinance Bank has violated Part 4.1, BIDDER may, at its discretion, remove the Content(s) or User Content(s) in violation, immediately terminate hosting Sindh Microfinance Bank 's Website under Part 6.3, and/or notify authorities. If hosting is terminated, BIDDER may, in its sole discretion, reinstate hosting upon adequate showing of Sindh Microfinance Bank's right to use the Content(s) or User Content.

4. Payments.

4.1 Fees.

Sindh Microfinance Bank shall pay fees agreed upon during account signup. BIDDER will invoice monthly in advance for email services (unless otherwise agreed in writing), and payment is due seven (7) days from due date.

4.2 Account Updates.

It is the responsibility of the Sindh Microfinance Bank to maintain accurate billing information with BIDDER. This may include updated credit card information, email address and mailing address.

4.3 Taxes.

All applicable taxes will deduct by Sindh Microfinance Bank from the above mentioned prices in invoices provided by BIDDER.

5. Term of Termination.

5.1 Term.

The initial term is agreed upon during account signup. After the initial term, this Agreement will automatically renew on a month/quarterly/yearly basis until terminated.

5.2 Termination by Sindh Microfinance Bank.

During the initial term, Sindh Microfinance Bank may terminate this Agreement upon the material breach of BIDDER, if such material breach remains uncured for thirty (30) days following written notice to BIDDER. This cure period shall be extended by delay caused by events beyond the control of BIDDER including, but not limited to, natural disasters, governmental prohibitions or regulations, viruses that did not result from the acts or omissions of BIDDER, or technical faults of BIDDER service providers or Bidders. After the initial term, Sindh Microfinance Bank may terminate this Agreement upon fourteen (14) days prior written notice to BIDDER.

5.3 Termination by BIDDER.

BIDDER may terminate this Agreement without cause at any time upon thirty (30) days prior written notice to Sindh Microfinance Bank and will return the advance payment of unexpired period.

5.4 Penalty

BIDDER must provide 99.9% service availability, in case of downtime/outage/link issue/server issue, and then Sindh Microfinance Bank will be entitled to charge the penalty at the following rates with following considerations

a. Penalty Rates:

Equal or more than 6 hours and less than 12 hours = 1 day amount deducted
Equal or more than 12 hours and less than 18 hours = 3 days amount deducted
Equal or more than 18 hours and less than 24 hours = 1 week amount deducted
Equal or more than 24 hours = 1 month amount deducted

Network & Server Uptime Guarantee

- Bidder will ensure 99.5% uptime guarantee which covers the availability of all servers as well as all network components.
- Bidder guarantees that their data center network will be available 99.5% of the time and there will be no network interruption from their network backbone to their upstream providers at any time in a given month.

Bidder guarantee excludes the following situations:

- i. Scheduled maintenance time.
- ii. Problems outside of their network.
- iii. Interruptions or failure of individual client services/accounts caused by the client's: employees/customers,
- iv. Configuration errors, 3rd party software errors, client abuse or excessive utilization of resources.
- v. Malicious activities such as Denial of Services attack.

Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month. All non-scheduled downtime or outages are tracked via our Server & Network.

- 6. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WEB REFINEMENTS, AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, BIDDERS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH WEB REFINEMENTS HARDWARE OR SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INGRIMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

7. Indemnity.

The parties shall indemnify each other against any third party claim, action, suit or proceeding arising as a result of Sindh Microfinance Bank's use BIDDER hardware or services and will cover all losses, damages, expenses, and costs incurred by parties as a result of a final judgment entered against each party in any such claim, action, suit or proceeding.

8. General Provisions

9.0 Governing Law.

This Agreement will be governed and construed in accordance with the laws of Pakistan. Both parties agree to submit to personal jurisdiction Karachi, Pakistan, and further agree that any cause of action or dispute arising under this Agreement will be litigated or arbitrated in Karachi, Pakistan.

9.1 Severability and Waiver.

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining Provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

9.2 Relationship of Parties. No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

BIDDER is a registered company incorporated under companies act 1984 under laws of Pakistan with its registered head office located at

10. Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between **M/s Bidder** with its principal offices at _____, Pakistan ("Disclosing Party") and **M/s Sindh Microfinance Bank Limited** located at 2nd Floor, 39 F, MACH Society, Karachi ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

10.1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

10.2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

10.3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

10.4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

10.5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

10.6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

10.7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

10.8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Exhibit A

E-mail Services

Bidder undertakes to host and operate the e-mail server required by Sindh Microfinance Bank with following parameters on the said domain name i.e sindhmfb.com

VIRTUAL PRIVATE SERVER

E mail server/services

- Disk Space: 100 Gb
- Memory of the server should be minimum 6 GB dedicated and should be scalable for future enhancements
- Monthly Traffic: UNLIMITED
- Network Port: 1,000 mbps
- Burstable Memory: 1.5 GB
- Speed Guarantee: Lightning Fast Guarantee
- Mobile Management: Android or iPhone
- VPS Control Panel: Easy Web Panel
- Free IPs: 2 IPs
- Free Tools: Up to 210 Free Tools
- Managed Server: Yes *
- Uptime Guarantee: 99.5% **
- E-mail Accounts :: UNLIMITED E-mail
- Host :: 10 websites
- Sub-Domains Support:: 10 Sub-domains
- Automatic disclaimer attach with each email
- Tomcat :: Support
- Root Access :: Yes

*Managed Server Services and general requirements

- Custom Firewall, Intrusion and prevention Detection System Setup: Bidder will setup and install hardware / software devices to make sure all the mailing traffic pass through these devices and not only detect any intrusion but also take appropriate action to prevent the intrusion.
- System Optimization & Performance Tuning: Time-to-time system optimization and performance tuning will be performed.
- VPS server/software/services should have feature to restrict users for sending mails to outside domains
- VPS server/software/services must support windows live mail client and MS outlook all versions.
- Bidder will make sure that 24/7/365 System Monitoring and support to Sindh Microfinance Bank will be carried out and complete escalations matrix with contact information and email addresses will be shared.
- Bidder will provide regular vulnerability / spam scans and take appropriate steps to avoid / quarantine / delete / eliminate these vulnerabilities / spam(s).
- Bidder will provide System Performance Reports and Checks and share with Sindh Microfinance Bank on demand.

- Service provider will be responsible for time to time system optimization and performance tuning.
- Service provider should have 24 hours / 7 days system monitoring and provide support to Sindh Microfinance Bank.

Security server/services

- Bidder will implement Enforce SSL/TLS and make sure certificate will encrypt browsing data, email data, password of users and aim to protect confidentiality and integrity of its email communication with other domains and to mitigate information security risk.
- Bidder will make sure that enforce TLS/SSL have been properly installed and works as per standards of the certificates both at server and Sindh Microfinance Bank users end.
- Certificate should support but not restricted to various popular applications like Internet Explorer, Mozilla Firefox, Google Chrome, Windows Live Mail, Microsoft Outlook (2007, 2010, and 2014), Windows Outlook (in XP), Mozilla Thunderbird etc.
- Certificate should restrict users to use 'https' protocol to access specific website instead of 'http'.

Further Bidder will provide 99.9% SPAM Filtration IMAP/POP3 Accounts, Mailing Lists.
Also provide Control Panel for administrative access.

Exhibit B

Terms of Service

1. BIDDER may only be used for lawful purposes. Sindh Microfinance Bank will not store or provide any Content(s) or User Content(s) that: (a) violates any federal, state, or local law, statute, ordinance, or regulation (including, without limitation, export control, consumer fraud, unfair competition, anti-discrimination, gambling, or false advertising laws); (b) is defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (c) is obscene, child pornographic, or indecent; (d) violates any third party's right of publicity or right of privacy; or (e) contains any IRC application, bots, egg drops, viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
2. Sindh Microfinance Bank will not store or provide any Content(s) or User Content, practice any software or business methods, or use a domain name that infringes any party's Intellectual Property. "Intellectual Property" means any and all property rights under copyright, moral right, trademark, patent, trade secret, or right of publicity law, or any other rights in works of authorship, inventions, designations of source, persona, or economically valuable information.
3. BIDDER exercises no control over the Content, User Content, or other information passing through BIDDER LIMITED.
4. BIDDER does not monitor and is not obligated to monitor the Content(s) and User Content(s) and has not been informed by Sindh Microfinance Bank of the Content, User Content, or nature of the Content(s) on Sindh Microfinance Bank's Website.
5. Sindh Microfinance Bank will not use BIDDER hardware or service to misrepresent Sindh Microfinance Bank's identity.
6. Sindh Microfinance Bank will not attempt to undermine the security or integrity of, or gain unauthorized access to, BIDDER hardware, operating systems or any other computing systems or

networks.

7. Sindh Microfinance Bank will not attempt to use IP Address not directly assigned by BIDDER staff. Attempting to use unauthorized IP Addresses may result in IP Conflict. Any server found using IPs, which was not officially assigned, will be suspended from network access until such time as the IP address conflict can be corrected.
8. Sindh Microfinance Bank will use BIDDER hardware and services in accord with BIDDER Acceptable Use Policy. The Acceptable Use Policy and any modifications thereof will be posted at BIDDER website at: <http://hostingpartner.pk/legal-and-policy.html> Sindh Microfinance Bank's continued use of BIDDER hardware and services constitutes Sindh Microfinance Bank acceptance of the Acceptable Use Policy and any modifications thereof.
9. If BIDDER becomes aware of a violation of the Terms of Service, BIDDER LIMITED will investigate and may, in its sole discretion, terminate hosting under the Hosting Agreement.
10. These Terms of Service may be modified at any time. Any modifications will be delivered to Sindh Microfinance Bank in electronic mail or written form, and posted at BIDDER website. Sindh Microfinance Bank's continued use of BIDDER hardware and services after modification of these Terms of Service constitutes Sindh Microfinance Bank's acceptance of the modifications.
11. Sindh Microfinance Bank will require Users to agree to and abide by these Terms of Service or substantially equivalent terms.

Exhibit C

Acceptable Use Policy

Sindh Microfinance Bank shall not do any of the following, or permit any third party under its control (including its customers and their authorized users) to do the following, and must include provisions in its service agreements for its customers and authorized users that restrict them from doing any of the following:

1. Restrict or inhibit any other user from using and enjoying the Service and/or the Internet; or
2. Upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or
3. Use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party; or
4. Host a publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason; or
5. Post a commercial advertisement to any USENET newsgroup, Internet "chat room", bulletin board, or similar forum, if the target forum is not specifically chartered for public advertisement by non-private parties of items "for sale" or
6. Post to any USENET Newsgroup or other newsgroups, forum, email mailing list or similar group or list articles which are off-topic according to the charter or other public statement of the group; or
7. Use our servers to hosting pornographic content.
8. Send Unsolicited Commercial E-mail (UCE , also known as SPAM) to any number of e-mail users or
9. Maintain, or send e-mail to, "opt-in targeted marketing lists" if the Sindh Microfinance Bank cannot demonstrate, to BIDDER satisfaction, that the members of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt- out/removal mechanisms are in place and available to the members of the list(s); or
10. Engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service

attacks, server/service hijacking, etc.; or

- 11. Engage in any of the foregoing activities using the service of another provider, but channeling such activities through a BIDDER account or remailer, or using a BIDDER account as a mail drop for responses to UCE, or hosting a website that is advertised via UCE that originates from a non-BIDDER LIMITED- connected source, or otherwise requiring return transit through BIDDER internet backbone; or
- 12. Falsify or "spoof" user information provided to BIDDER or to other users of the Service, and for handling all complaints and trouble reports made by its own customers and authorized users; or
- 13. Use the Service in violation or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above.

Further, if Sindh Microfinance Bank is notified by BIDDER Abuse Response Team, via e-mail or the Sindh Microfinance Bank discovers on their own or through any other means, that the Sindh Microfinance Bank themselves or any third party under Sindh Microfinance Banks control of a violation of this AUP, the Sindh Microfinance Bank will take whatever steps are necessary to stop such activity, and prevent repeat violations by the offending entity.

The Sindh Microfinance Bank will respond to all violations reported within 1 (one) business day of the violation being reported, and will have put a stop to the activity within 2 (two) business days of the violation first being reported. In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

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

Signature

Signature

Name

Name

Designation

Designation

Company Name

Company Name

Address

Address

Stamp

Stamp

ANNEXURE “H”

13. AFFIDAVIT/UNDERTAKING

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 _____ 201 , who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT