

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

1) NAME OF THE ORGANIZATION / DEPTT	SINDH BANK LIMITED/ADMINISTRATION
2) PROVINCIAL/ LOCAL GOVT./ OTHER	SCHEDULED BANK
3) TITLE OF CONTRACT	Supply & Installation of Microsoft Exchange Servers
4) TENDER NUMBER	SNDB/COK/ADMIN/ID/1100/2019
5) BRIEF DESCRIPTION OF CONTRACT	Same as above
6) FORUM THAT APPROVED THE SCHEME	Competent Authority
7) TENDER ESTIMATED VALUE	Rs 10,712,520/-
8) ENGINEER'S ESTIMATE (For civil works only)	
9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	1 Year
10) TENDER OPENED ON (DATE & TIME)	04/06/2020 at 1030 Hrs (Tech & Fin)
11) NUMBER OF TENDER DOCUMENTS SOLD ¹ (Attach list of buyers)	
12) NUMBER OF BIDS RECEIVED	
13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS ¹	
14) BID EVALUATION REPORT (Enclose a copy)	13/06/2020
15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s. Jaffer Business System (Pvt.) Ltd
16) CONTRACT AWARD PRICE	Rs.12,377,171/-
17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 st , 2 nd , 3 rd EVALUATION BID)	1. M/s. Jaffer Business System (Pvt.) Ltd

18) METHOD OF PROCUREMENT USED :- (Tick one)

- | | | |
|---|-------------------------------------|-----------------|
| a) SINGLE STAGE—ONE ENVELOPE PROCEDURE | <input checked="" type="checkbox"/> | Domestic/ Local |
| b) SINGLE STAGE—TWO ENVELOPE PROCEDURE | <input type="checkbox"/> | |
| c) TWO STAGE BIDDING PROCEDURE | <input type="checkbox"/> | |
| d) TWO STAGE—TWO ENVELOPE BIDDING PROCEDURE | <input type="checkbox"/> | |

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.
EMERGENCY, DIRECT CONTRACTING ETC WITH BRIEF REASONS

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes ☒ No ☐

21) ADVERTISEMENT

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA-NIT ID T00531-19-0063
No	

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

Yes	Express Tribune, Daily Express & Sindhu Express (12/05/2020)
No	

22) NATURE OF CONTRACT

Domestic	<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 ☒ No ☐24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)Yes ☒ No ☐

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes ☐ No ☒

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes ☒ No ☐

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes ☒ No ☐

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes ☒ No ☐

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes ☒ No ☐

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?

(Attach copy of the bid evaluation report)

Yes ☒ No ☐

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 details and 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 A ROAD:
(If yes, enclose a copy)

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

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer

Lt Col (R) Shalazad Begg
Executive Officer Administration
SINDH BANK LIMITED

FOR OFFICE USE ONLY

SPPRA, Block No.8, Sindh Secretariat No.4-A, Court Road, Karachi

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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Technical & Financial Proposals Evaluation Report		
Supply & Installation Of Microsoft Exchange Servers Enterprise Edition 2019 & Microsoft Exchange Servers CALs		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1166/2020
3	Tender Description	Supply & Installation Of Microsoft Exchange Servers Enterprise Edition 2019 & Microsoft Exchange Servers Cals
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S. No.T00531-19-0053
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical Bid Opening Date	04/06/2020
9	Financial Bid Opening Date	04/06/2020
10	No of Bid Technically Qualified	01
11	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder (with GST)	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs. 10,712,520 /-with GST)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1.	M/s Jaffer Business Systems (Pvt) Ltd	Rs. 12,377,787/-	Qualified Bidder	Rs. 1,665,267/- Above with the estimated cost	Accepted Being the Qualified Bidder	Rule 48 have been complied with.

Note: M/s Jaffer Business Systems (Pvt) Ltd is selected for Supply & Installation Of Microsoft Exchange Servers Enterprise Edition 2019 & Microsoft Exchange Servers Cals to Sindh Bank Limited being the only qualified Bidder

Members – Procurement Committee

(Mr. Saeed Jamal) Chief Financial Officer – EVP – Chairperson

(Col. Shahzad Beggs) Head of Administration – EVP – Member

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

Signature





Eligibility Criteria for Microsoft Exchange Server

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter of Declaration of Commencement of Business / NTN (attach as Annexure "1")	Yes	No
2	Turn Over in last 3 Years should be at least 30 million	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	Offices in minimum 3 major cities Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure "4")	Yes	No
5	The offered product must have been supplied / provided in 01 Banks in Pakistan	Documentary Evidence or Purchase Order (attach as Annexure "5")	Yes	No
6	Company must provide a valid Manufacturer Authorization Certificate for Sale/Deal in Pakistan	Manufacturer Authorization Certificate (Attach as Annexure "6")	Yes	No
7	Bidder must be Gold or Silver or Registered Partner with Microsoft	Submit Certificate from Microsoft (Attach as Annexure "7")	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 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.
3. The bidder's may participate with joint venture if required.

MANDATORY

1. Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
2. 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.

DISQUALIFICATION

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

1. Black listed by SPPRA & Sindh Bank Ltd.
2. Issued with two (2) Warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Alternate bid is offered.
4. **Subletting of Contract**: The qualified bidder sublets the contract in any form/stage to any other agency.
5. The tender is deposited without Tender Fee.
6. **Verification from Client**: During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
7. **Specification of Supplied Items**: After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.
8. **Premature Termination**: In the past, if the company's agreement has been prematurely been terminated after due qualification in any of the category of the tender.
9. **Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" of tender document (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security)**.

Tafseer
Tafseer Ghuasi
A/P Finance Division

Ahsan Ali
Ahsan Ali
VP Operations Div

11/18/2020
Syed Zeeshan-ul-Haq
SVP/IT Division



22-07-2020

Subject:

Certificate
Compliance of SPPRA Rule 48
TENDER REF NO. SNDB/ADMIN/TD/1166/2020

This is to certify that as only one bid was received against the tender, so Rule 48 has been complied with detail as follows.

Market Price	Current Tender Price
Rs.12,533,769/- (Quotation Attached) <i>Rs.12,533,769/-</i>	Rs.12,377,787/- (BER Attached)

M. Rashid

M. Rashid Memon
VP-I/I.T. Division

Members - Procurement Committee

(Saeed Jamal Tariq)
Chief Financial Officer

(Lt.Col. Retd. Shahzad Begg)
Head of Admin. Division

(Syed Muhammad Aqeel)
Chief Manager (IDBL) Karachi

Signature

[Handwritten signatures]

SIGNATURE MEMBERS AC-ADMIN JBS

Head - Fin Div.

Head - Admin Div.

Member-IOBL

Date:

Financial Proposal:

S/n	Type	Item Description	Qty	Unit Price Without GST	Total Price W/O GST	Rate of Tax	Tax Amount	Total Price USD With GST
1		Microsoft Office 365		3,991.74	15,966.96	17%	2,714.38	18,681.34
2		Microsoft Office 365		79.96	39,980.00	17%	6,796.60	46,776.60
3		Microsoft Office 365		9,068.30	9,068.30	13%	1,178.88	10,247.18
		Total			65,015.26		10,689.86	75,705.12

$$75,705.12 \times 163.5 = 12,373,787$$

Note: All pricing mentioned in the attached document or email are based on the MS reference price as of (July) 2020. All terms and conditions contained in this email (including, but not limited to, those relating to pricing) are subject to change at any time until a final Business Agreement and other necessary legal documentation are executed. This email supersedes all other previous communications with respect to acquisition of products and services under an Agreement.

Financial - Add-On Optional Item:

S/n	Type	Item Description	Qty	Unit Price Without GST	Total Price W/O GST	Rate of Tax	Tax Amount	Total Price USD With GST
1		Microsoft Office 365	500	56.08	28,040.00	17%	4,766.80	32,806.80
		Total			28,040.00		4,766.80	32,806.80





ATTENDANCE SHEET
BID OPENING -

FOR SELECTION OF Supply of Microsoft Exchange Server CAL's

Date: 04-06-2020

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
1	Jaffer Engineering Systems	Sulaiman Khan	03222207629	Citi Tower DEC HS Karachi	

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDB)

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

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Supply of Microsoft Exchange Server CRL's

TYPE OF TENDER

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

OPENING DATE

04-06-2020

OPENING TIME

1030 Hours

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

Sohail Khan

FIRM

Taffer Governance Systems

IF BIDS ACCEPTED FOR EVALUATION

#01

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS PC/ADMIN

Head - Fin Dir.

Head - Admin Dir.

Member-JOBL

Date:

FINANCIALS

Description	Qty	Total Price	Grand Total	Tax Rate	Amount
		USD	USD	17% GST	
Microsoft®ExchangeServer Enterprise 2019 Singl OLP 1License NoLevel	4	\$ 4,675.03	\$17,581.30	\$2,988.82	\$ 20,570.12
Microsoft®ExchangeEnterpriseCAL 2019 Singl OLP 1License NoLevel UserCAL WithoutServices	500	\$ 61.92	\$ 29,106.00	\$ 4,948.02	\$ 34,054.02
				13 % SST	
MIGRATION Services and SUPPORT SERVICES Proposal	1	-	\$19,500.00	\$ 2,535.00	\$ 22,035.00
Grand Total					USD 76,659.14

76,659.14 x 123 = 12,533,769/2

Terms & Conditions:

Payment Terms	<p>Payments are to be made in Pak Rupees in the form of crossed cheque in favor of Innolytix Pakistan (Pvt) Limited at prevailing official interbank exchange rate of US Dollar to Pak Rupee if the provided quote in USD.</p> <p>50% Advance</p> <p>50% after sign-off</p>
Offered Pricing Validity & General Terms	<p>Offered pricing is for proposed services. Any subsequent changes, whether made orally or in writing, may result in additional charges.</p> <p>Validity of proposed pricing is 30 days from the date of this submission.</p> <p>Offered prices are quoted in US Dollar exchange rate will be applicable as per the prevailing rate at the day of payment.</p> <p>Any other Taxes not mentioned in this quoted price which applied b/c of any change in government taxation will be applied and charged accordingly.</p>
Delivery Timelines	4-5 Weeks
Duties and Taxes	Prices are based on the prevailing rates of importation, duties and taxes and are subject to revision based on legislation/regulations of Govt.

<u>Exchange Servers</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	Jaffer Business	300
Total		300

3. SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank intends to use MS Exchange Server to meet its E-Mail hosting requirements. The number of user/email boxes may range to 500 to 3000. We need high available mode with replication on DR site at Lahore. The requirement will be issued on need basis. Therefore quantity may vary depends on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work below and in this context no claim will be entertained. Payment will be done on supply of actual numbers of items. The purchase of item will be spread over the year as needed.

Following will be required

S. No.	Description	Qty
1	Microsoft Exchange Server Enterprise Edition-2019 or Equivalent or Better	2 Servers at Karachi Data Center with High Availability Mode will replicate at DR-Sit
2	Microsoft Exchange Server Enterprise Edition-2019 or Equivalent or Better	2 Servers at DR-Site Lahore on High Availability Mode
3	CALs	As Required 500
4	Delivery Time	4 Weeks

We also need assistance and assurance that system provided for e-mail server does work therefore following tasks will be responsibility of the vendor without any additional cost

1. Training of S.I.T. Staff to configure, deploy and manage the Exchange Server.
2. Deploy the MS Exchange Server in high available mode with replication at DR-Site Lahore.
3. Provide training for Configuration Outlook and Windows Live Mail Profile for Users and provide assistance to SINDH BANK helpdesk team for end-user rollout and adoption.
4. Configure Outlook Anywhere, Outlook Web App, and ActiveSync for mobile access.

Note

This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. If the 1st lowest bidder is disqualified evaluation criteria, then next lowest bid will be evaluated.

Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on.

On qualification of a bidder during this process no further evaluation will be done. Selected bidder must provide a demo/sample unit immediately (within two working days) for necessary inspection/verification of the specifications.

P.O. No. 194

Date: 23-09-2020

M/s Jaffer Business Systems (Pvt) Ltd.
 Citi Tower, 7th Floor,
 P.E. C. H. S; 33-A,
 Block-6,
 Shahrah-e-Faisal,
 Karachi.

Subject: **Purchase Order**

Dear Sir,

With reference to the Tender SNDB/COK/ADMIN/TD/1166/2020 dated 04/06/2020 for **Supply and Installation of Microsoft Exchange Server Enterprise Edition 2019 & Microsoft Exchange CALs**, at Sindh Bank Ltd submitted by you. After detail review the Sindh Bank Ltd Management is pleased to inform that your Tender Bid is accepted.

Further detail is as follows:

S/N	Item Description	Qty	Total Amount in PKR Including GST
1	Microsoft Exchange Server Enterprise Edition-2019 -395-04604	4	12,377,787/-
2	Exchg Standard CAL 2019 SINGL OLP NL User CAL -381-04492	500	
3	Implementation Services and 1 Year Support on demand basis	1	
	Total Amount in PKR (Including GST)		12,377,787/-

Terms & Conditions

Payment & Delivery Terms As per Agreement

Thanks


 M. Rashid Memon
 VP-IT/IT Division


 Syed Zeeshan-ul-Haq
 SVP-IT/IT Division


 Riaz Ahmed
 SVP-IT/IT Division


 S. Ata Hussain
 EVP/IT Head

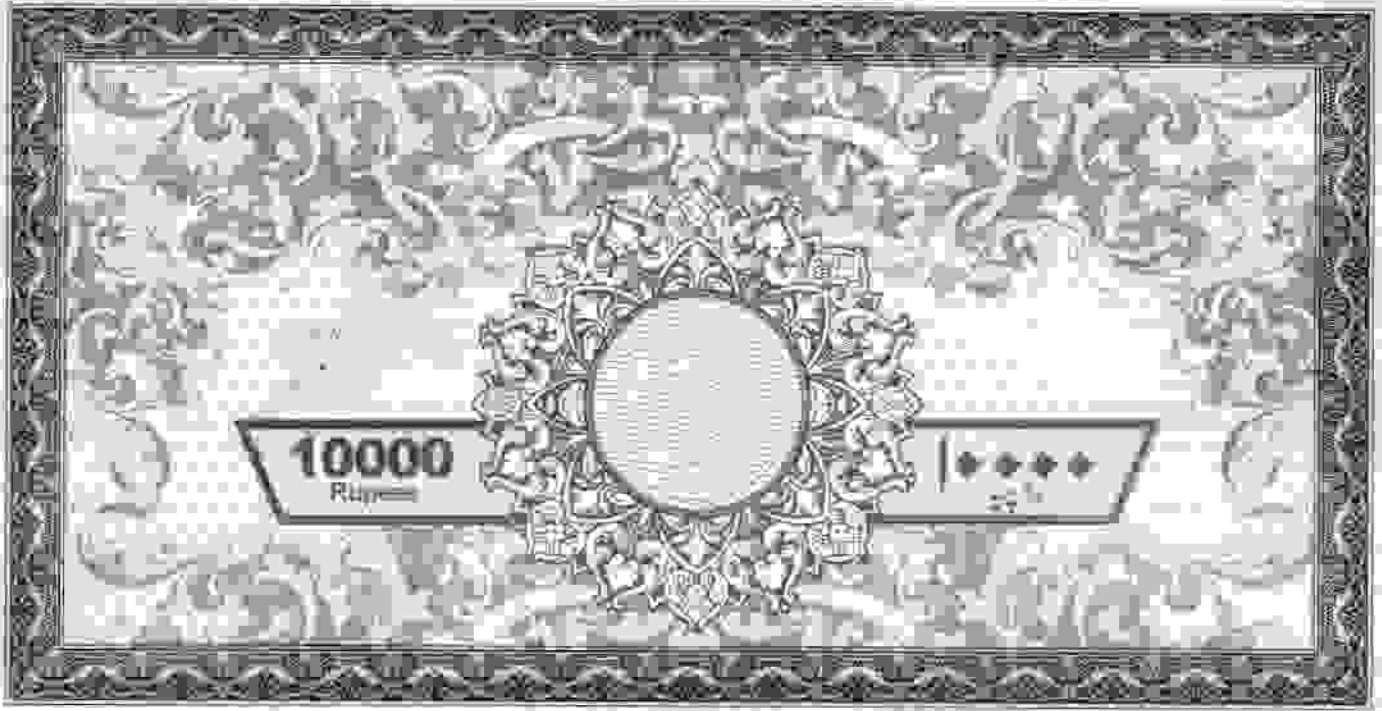


S.N.C. 2946 DATE 04 SEP 2020
 ISSUED By Wern Kurniaman SYED ZAMIN ALI
 Through MTH Adhwa ADVOCATE KETANA
 Payment
 Value Rp
 Stamp, Vendor's Signature
 and 10 mg Free Willing Unpaid Oup
 (Don't Put Responsibility You Have On Us)

AGREEMENT

(Licensee and Licensor are hereinafter also referred to individually as a "Party" and collectively as the "Parties")

2. 10



RECEIPT FOR HUSBAND'S USE

3. Lakshmi Devi
 887
 19 13/8/2020
 223 12/8/2020
 5.0 12/8/2020
 19 12/8/2020
 13 AUG 2020

5

Mr. [Signature]
 24. [Signature]

WHEREAS M/s Licensor has agreed to provide Microsoft Exchange Server Enterprise Edition 2019 & Microsoft Exchange Server CAL's) to LICENSEE as per tender dated 4th June 2020.

All terms and conditions of the tender documents will remain part of this agreement.

WHEREAS:

- a) Licensor is in the business providing IT-related services, and has represented and warranted to the Licensee that it has required license, authorizations, skills, resources and expertise for providing consultancy services as well as licensing and support of software;
- b) Licensee is one of the banking institution in Pakistan and for the purposes of automating, enhancing and improving its Email System is desirous of purchasing the Software License and obtaining other services (as defined in Clause 1.2 below) from the Licensor while relying on Licensor's above representations, on the terms and conditions appearing in this Agreement.

NOW, THEREFORE in consideration of the mutual promises and obligations set out in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1.1 Definitions

- "PARTIES" in this Contract shall mean Licensor Limited and Jaffer Business Systems collectively, and "PARTY" shall mean Licensor Limited or Jaffer Business Systems individually.
- "AMENDMENT" shall mean any written alteration of this Contract expressly designated as an amendment and signed by both parties. All Amendments must be signed by the Contract signatory.
- "SOFTWARE" shall mean MS Exchange Server & CALs mentioned explicitly in the Scope of Work of this agreement (Clause 1.2 "Implementation Services").
- "ACCEPTANCE CRITERIA" for the delivery of solution will be "USER ACCEPTANCE TEST" sign off. All of the "MS Exchange Server" processes covered in FSD shall be considered as ("IN SCOPE") for UAT and would require UAT formal sign off.
- "CONFIDENTIAL INFORMATION" shall mean any information whether written, oral or any other tangible or intangible from disclosed or imparted by one party ("the disclosing party") to the other party ("the receiving party") under or in connection with this Contract.
- "CONTRACT" shall mean this signed document and the following referenced documents representing the entire Contract between the Parties superseding any previous representation and any other terms and conditions imposed or sought to be imposed by either Party.
- "PROJECT START DATE" shall mean "DD MM/YYYY".
- "SCOPE OF WORK" shall mean the work to be performed by LICENSOR as defined in this document under Scope of Work/Services and meets the requirements stated in signed FSD.
- "DELIVERABLES" shall mean specific pieces of delivery by LICENSOR or Licensee as part of the Scope of Work assigned to either LICENSOR or Licensee defined with detailed deliverable definitions in the Project Deliverable.
- "PROJECT PLAN" shall mean the timetable for implementing the Scope of Work/Services and providing onsite & offsite support.
- "PROJECT SITE" shall mean Licensee registered office address as mentioned earlier.
- "PROJECT MILESTONE" shall mean a specified event during the performance of the Work.
- "WORKING HOURS" shall mean 9:30AM to 6:00PM from Monday to Friday, while working onsite and offsite.
- "WORKING DAY" shall mean a day (other than Saturday, Sunday or public holiday) on which banks are open for business in Pakistan.

1.2 Scope of Work (Scope of Work)

Licensee is engaging Licensor to perform the following services:

- Supply of MS Exchange Server licenses and







- Implementation of MS Exchange Server with High Availability and for Primary Site and DR Site
- Provide technical training for MS Exchange Server to the technical staff

The work and services to be performed (Inclusive of licenses to be delivered) shall be in accordance with responded compliance sheet of Licensee RFP.

1.3. SCOPE FULFILL

Licensee and Vendor agree that scope will be finalized after PSD sign-off and once the scope is finalized, no further changes will be incorporated. The SOW here defines high level requirements which need to be detailed further and agreed upon during the PSD design phase. Sign off by Licensee Stakeholders will be considered as SCOPE FREEZE point for this contract.

2 SCORE OF WORK

2.1* Survey On MS Exchange Licenses & Hardware/Software Sources

Licensee intends to use MS Exchange Server to meet its E-Mail hosting requirements. The number of user/ email boxes may range to 500 to 3000. We need high available mode with replication on DR site at Lahore.

The service specialist will perform the following Microsoft Exchange Pre-Requisite & Installation of Exchange Server 2019 activities:

- ❖ Onsite review of client systems to gather and capture information about existing infrastructure.
- ❖ Deploy the MS Exchange Server in high available mode with replication at DR-Site Lahore.
- ❖ Provide training of S/I/T Staff to manage exchange server with respect to bank's email policy and Configuration Outlook and Windows Live Mail Profile for users and provide assistance to LICENSEE Helpdesk team for end-user rollout and adoption.
- ❖ Configure Outlook Anywhere, Outlook Web App, and ActiveSync for mobile access.
- ❖ Identify potential challenges in this migration and pose solutions.
- ❖ Networking and Naming Services Planning.
- ❖ Determine required tasks for configuring network and DNS.
- ❖ User Identity and Account Provisioning Planning.
- ❖ Identify mailbox sizes.
- ❖ Verify AD Infrastructure pre-req.
- ❖ Exchange Messaging Service Configuration.
- ❖ Installation of Base Operating System i.e. Windows Server 2019.
- ❖ Installation of latest required patches and updates for base OS.
- ❖ Installation of Exchange Server 2019.
- ❖ Installation of Latest Software Updates and latest CU for Microsoft Exchange 2019.
- ❖ Validating the licenses of Exchange 2019 Environment.
- ❖ Configuration of Production IP list / DNS and Replication adapters for each host provided by customer.
- ❖ Create DAG.
- ❖ DAG Network configuration for replication.
- ❖ Configuration of File Witness Server for DAG "Data Availability Group" on Microsoft Exchange 2019 Environment for Primary and another for Secondary Host or on any VM provided by customer.
- ❖ Assist the customer with Publishing the Certificate (SAN) for Exchange 2019.
- ❖ Exchange internal certificate if need (For External Certificate Bank will provide).
- ❖ Creating the Internal & External Virtual Directories for Exchange 2019. (customer will provide)
- ❖ Creates Databases.
- ❖ Mailbox creation for 20 users (no migration). Rest customer helpdesk will be creating and migrating itself.
- ❖ Configure Outlook Anywhere, Outlook Web app, and ActiveSync for mobile access.
- ❖ Email migration.
- ❖ Items that match folder types (i.e. calendar responses within a mail folder).
- ❖ Out of Office messages.
- ❖ Bounce notifications such as Non-Delivery Report/Receipt (NDR) or Delivery Status Notification (DSN).
- ❖ Calendar notifications such as invites, cancellations, etc.



- ❖ Acceptance status for meeting participants (ex: accepted, declined, tentative)
- ❖ Any type of hardware that is required by customer either Server side or application side or client side.
- ❖ Any configuration of Email clients at end user including MS Outlook, Handheld devices and Mobile configuration will be managed by customer.

Service Deliverables & Service Planning & Coordination

A service specialist will plan all the necessary activities, including the identification of any prerequisites (see the Service eligibility section) and schedule the delivery of the service at a mutually agreed upon time, which shall be during local LICENSOR standard business hours excluding LICENSOR holidays unless otherwise agreed by LICENSOR. Any services provided outside of LICENSOR standard business hours may be subject to additional charges.

The service specialist will provide the planning and coordination activities detailed below remotely or onsite, at LICENSOR discretion.

2.1.1 Service Limitations

Unless specified in this document or in a separate Statement of Work, activities such as, but not limited to, the following are excluded from this service:

- ❖ Customer must have their own registered and active domain name
- ❖ Domain Controllers and AD DS Health Check analysis is not included in the project. Project initialization is fully based on Good/Healthy status of DC and AD.

2.1.2 Service eligibility

- ❖ The Customer must meet certain hardware and software prerequisites prior to onsite delivery of the service (Detailed Service eligibility / prerequisites is already shared in project proposal). These prerequisites include, but are not limited to, the following:
- ❖ Microsoft Forest Functional level updated to Windows Server 2012 R2
- ❖ Availability of Internet would be customer responsibility
- ❖ Required Firewall's ports (Defined in Solution Proposal) will be opened as needed and will limit connections based on IP Address and/or subnet.
- ❖ Customer will provide the IP addresses to be used for Exchange servers.
- ❖ The customer must configure Firewall or perimeter device configuration for publishing the Exchange 2019 & virtual directories.

2.1.3 Licensee Responsibilities

The licensee will:

- ❖ Coordinate deployment activities on third-party-maintained hardware or software (if applicable) with the service specialist.
- ❖ Ensure that all service prerequisites as identified in the 'Service eligibility' section have been met.
- ❖ Assign a designated person from the Customer's staff who, on behalf of the Customer, will grant all approvals, provide information, and otherwise be available to assist LICENSOR in facilitating the delivery of this service.
- ❖ Ensure that all software that the service specialist will need in order to deliver this service are available and that software products are properly licensed.
- ❖ Ensure the availability, at all times during service delivery, of one or more individuals who will provide administrator-level access to the systems where the work is to be performed.

Ar

[Signature]

[Signature]

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- ❖ Provide all necessary network and administration assistance to enable connectivity to the Primary and Secondary Exchange Host to allow Microsoft remote monitoring and Replication support tools to communicate within the infrastructure.
- ❖ All IP and FQDN names will be taken from Configuration sheet filled by Licensee which is required before execution of implementation.
- ❖ Provide all necessary administration to enable end-to-end connectivity of the Networks between Primary and Secondary site.
- ❖ Ensure that any and all prerequisite software / certificate or hardware / applications dependencies for the environment are handled before onsite service delivery begins such as Publishing Exchange or parameter network application.
- ❖ Any unsupported hardware / software will be managed by end user such as TMG/ ISA or any other Network application or appliance will be responsibility of Customer.
- ❖ Antivirus software or any other third-party application will be configuring and managed.
- ❖ Provide a suitable work area for delivery of the service, including access to an outside telephone line, power, and any network connections required.

2.1.4 General provisions/other exclusions

- ❖ Licensor ability to deliver this service is dependent upon the Customer's full and timely cooperation with Licensor, as well as the accuracy and completeness of any information and data the Customer provides to Licensor.
- ❖ Licensee information for Microsoft exchange 2019 is already communicated with Design document or Project Proposal.

2.1.5 Solution Risks

- ❖ Intermittent emails send and receive during Mx Records Cutover. It will take 30-72 hours to replicate Public DNS Records; during this time outage of emails and disconnection of emails boxes will be reported.
- ❖ All Mobiles and Outlook Clients will re-configure.
- ❖ Problems with global calendaring features syncing consistently.

Training

Administrative training will be provided to the IT administrators on High level of Microsoft Exchange.

Provide training of 5 IT Staff to manage Exchange Server and Configuration Outlook and Windows Live Mail Profile for Users and provide assistance to LICENSEE helpdesk team for end-user rollout and adoption.

3 PROJECT TIMELINE

On request of Licenses, Licensor will start analysis and design phase *for to freeze the requirements processes*.

However, our preliminary estimate of timeframe for completing the project would be 2 months including post go-live support.

A PROJECT GOVERNANCE / IMPLEMENTATION STRATEGY

A.1 Project Management Approach

Each Party shall assign a Project Manager ("PM") on its behalf who shall primarily be responsible for the day-to-day activities relating to the Deliverables of the Work.

Both PMs shall report to a Steering Committee constituted by and between Licensee and Licensors and chaired by Licensee. The purpose of the Steering Committee shall be to monitor the performance of this Contract. The Steering Committee shall establish the frequency of its meetings which shall be not less than monthly, or as needed.

Licensors shall be responsible for the provision of the Work and the overall management of the project and will manage the tasks of Licensors team members with input from the Licensee Project Manager.

Fortwith upon signing this Contract, the Parties shall meet on Project Start Date to finalize a list of Project Milestones describing the events that will occur in the delivery of the Work and the dates by which they will occur ("MILESTONE DATES"). The Parties shall identify those Project Milestones that constitute key events ("KEY EVENTS"). To avoid uncertainty as to which events are Key Events and which dates are Milestone Dates, the Parties shall jointly prepare a document clearly setting out these terms (the "MILESTONE CHART"). A draft Milestone Chart shall be prepared and initiated by the Parties within fifteen (15) working days of the Project Start Date.

A.2 Project Organizational Structure



4.3 Resolution Process

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

- **Level 1:** When a conflict arises between Licensor and Licensee, the Project team members (Licensor consultants and Licensee Process Owners/Key Users) will first strive to work out the problem mutually.
- **Level 2:** If the Project team cannot resolve the conflict within two (2) working days, the Licensee Project Manager and Licensor Project Manager will meet to resolve the issue.
- **Level 3:** If the conflict is not resolved within three (3) working days after being escalated to Level 2, the Steering Committee shall intervene to resolve the issue.

If the conflict is not resolved by either Level, the resolution will be addressed in accordance with the Project Change Control Procedure.

Escalation Level	Licensor	LICENSEE
Level 1	Process Owner / Key Users	Functional / Technical Consultants
Level 2	Project Manager	Project Manager
Level 3	Steering Committee	

4.4 AUTHORIZED PERSONS

The Parties hereby appoint the below listed persons as their contact persons in respect of this Agreement ("Authorized Persons"). The Authorized Persons shall have the authority to represent the Party which has appointed such person on all day-to-day matters related to this Agreement. All notices, instructions, orders, certificates, approvals, and all other communications under this Agreement shall be given by / to (as the case may be) the Authorized Persons.

From Licensor:

Name: Muhammad Sohail
Designation: Manager Business Development
Contact Number: +923003527001
Email: muhammad.sohail@licensor.live

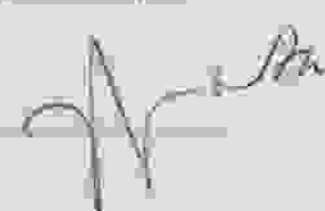
From Licensee:

Name: M. Faraz Khan
Designation: AVP-IT-IT Division
Contact Number: 35829397
Email: faraz.khan@sindhbankltd.com

Name: M. Rashid Memon
Designation: Vice President - IT Division
Contact Number: 02135829389
Email: rashid.memon@sindhbankltd.com



In the event, the Authorized Person of either of the Parties is to be replaced, the replacing Party shall appoint a new authorized person and inform the other Party of such proposed replacement at least three (3) Business Days before the replacement is to be affected.



Licensee may by written notice to Licensor object to any representative or person employed by Licensor in the performance of the Agreement who, in the reasonable opinion of Licensee may have behaved inappropriately, be incompetent, or be negligent. On receipt of such notice by Licensor from the Licensee, Licensor shall promptly remove such person and appoint a replacement within 5-10 calendar days.



5. POST IMPLEMENTATION SUPPORT

Post implementation onsite support will be provided by LICENSOR on call bases for a period of one (1) month from the Go-Live date. A support structure will be in place to resolve any issues that may be raised during this period. The support structure will consist of multiple levels of support as mentioned below and the request will be escalated to the next level if unresolved.

5. GENERAL TERMS AND CONDITIONS

5.1. Fee And Payments

- 100% of Licenses Cost at the time of Licenses delivery
- For Implementation Services
 - a) 30% on Agreement Signing
 - b) 30% on Design / Scope signoff
 - c) 40% on Go Live

5.2. Obligations Of Licensee

- Licensee shall provide to Licensor copies of any rules, regulations or policies of Licensee ("Policies") that should be followed by the personnel of Licensor during Implementation of the Software at the Project Site including, without limitation, Licensee's code of conduct and security procedures; Licensee shall, in advance, notify Licensor of any changes to the same during the continuance of this Agreement.
- Licensee shall provide adequate Licensee Assets at the Project Site (as determined reasonable by Licensee in its sole and absolute discretion) to the Licensor for implementation of the Software. The Licensor and its Personnel shall not make any modifications to the Licensee Assets which could affect the Software without the prior written consent of the Licensee.

5.3. Representations, Warranties And Covenants

- A) The Licensor hereby represents, warrants and covenants with the Licensee that:
- a) The Software, Document Deliverables, Software License and use of the Software / Document Deliverables by the Licensee in terms of this Agreement shall not:
 - (i) In and of itself, cause damage to the Licensee Assets; or
 - (ii) Infringe any Intellectual Property Rights of any person, company or entity.
 - b) It has all valid licenses to carry on its business(es) and empowered to license the Software to the Licensee in accordance with the terms of this Agreement;
 - c) there are no proceedings pending, or to the best of its knowledge, threatened for its sub-licensing rights of Software or liquidation or that could materially adversely affect the performance by it of its obligations under this Agreement;
 - d) It shall comply with any reasonable instructions or directions given by Licensee in relation to matters connected with this Agreement and shall comply with all Policies of the Licensee;
 - e) It is the Licensee of the Software and all Intellectual Property Rights therein, and has been given the right to sub-license the Software and all Intellectual Property Rights therein from the owner of the Software;
 - f) the Software (post installation) will be operate effectively with the functionality of a quality acceptable to Licensee and will not contain:
 - (i) any virus, trojan horse, worm, backdoor, malware or other software the effect of which is to permit unauthorized access or to disable, erase, corrupt or otherwise harm any computer, systems or software; or
 - (ii) any time bomb, drop dead device or other software designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Licensee of its lawful right to use the Software;
 - (iii) any computer programming code that damages or otherwise improperly affects data files whether related to Software or prepared through use of Software.
 - g) each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with the level of performance or responsibility required, so as to be able to perform in a competent and professional manner
 - h) It and its employees shall not represent itself as being the Licensee or an agent, partner or employee of the Licensee and shall not hold itself out as such nor as having any power or authority to incur any







- obligation of any nature express or implied on behalf of the Licensee and nothing in this Agreement shall operate so as to constitute Licensor and its employees as an agent, partner or employee of the Licensee;
- i) the Document Deliverables shall provide adequate guidance to enable Licensee to make use of the Software (post installation) in accordance with the terms of this Agreement;
- j) it shall within seven (7) days of receipt of a request from the Licensee, disclose any information which the Licensee may reasonably require, from time to time, in order to verify Licensor's compliance with the Agreement;
- k) the Software will operate on the infrastructure software and hardware configuration of as notified by the Licensee to the Licensor;
- l) in the event Licensor discovers or has knowledge of any defect, issue or bug in the Software, it shall promptly notify Licensee of the same and the resultant impact and rectify such defect, issue or bug promptly at its own cost;
- m) it will not use in the performance of its obligations under this Agreement any confidential information or trade secrets or intellectual property of another person or entity without the appropriate license, authorization, permit or consent;
- n) it shall timely complete the Project and perform its obligations in accordance with the timelines agreed in the Project Plan and other terms of this Agreement.

8) Each Party represents and warrants to the other that:

- a) it has full corporate power and authority to enter into this Agreement;
- a) the persons who have executed this Agreement on behalf the Parties are validly authorized and that nothing contained in the terms of this Agreement is contrary to the powers so allocated to them;
- c) it will not, by virtue of entering into and performing this Agreement, be in violation of any term of its constitutional documents, or any term or provision of any material, judgment or decree to which it is a party or by which it is bound; and
- d) neither this Agreement (or any term thereof) nor the performance of or exercise of rights under this Agreement, is restricted by, contrary to, in conflict with, ineffective under, any law or regulation of any organization, country, group of countries or political or governmental entity.

8.4 INTELLECTUAL PROPERTY RIGHTS

The Licensor further affirms, confirms, and acknowledges its representation provided in Clause 6.1(e) that the Licensor has the authority and license, from the rightful owner of the Software and the Intellectual Property Rights therein, to use and sub-license the Software and all Intellectual Property Rights therein to the Licensee. The Licensor shall, upon request of the Licensee, provide any and all documentation required to evidence the Licensor's license and right to further sub-license the Software and all Intellectual Property Rights therein to the Licensee.

- The Parties acknowledge and agree that licensee is and shall be the sole and exclusive owner of all Intellectual Property Rights in all work produced by the Licensee through the Software (the "Work Product").
- The Licensor hereby grants the Licensee a subscription-based, non-exclusive, non-transferable license and royalty free license to use, store and copy the Document Deliverables for the purposes of utilizing the Software License.
- The Licensor shall, and shall cause all its personnel and permitted subcontractors to, take all appropriate actions and execute and deliver all documents necessary or reasonably requested by the Licensee to as may be necessary for the Licensee to register, perfect or record its rights in any Work Product or any Intellectual Property Rights therein.

8.5 Confidentiality

- 8) The Parties shall not disclose any proprietary or confidential information of the other Party whether relating to the Software, this Agreement, or the other Party's business or operations or customers or such information which is, at the time of disclosure, identified as being 'confidential' or by its nature confidential (the "Confidential Information") without the prior written consent of the concerned Party. The Parties agree that they shall ensure that their subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this Clause 8.

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- B) The Party receiving Confidential Information of the other Party (the "Receiving Party") shall return or destroy all such Confidential Information (including all copies thereof) within fifteen (15) days of receipt of a written request thereof by the Party having disclosed such information (the "Disclosing Party"). Such destruction / return (as the case may be) shall be immediately implemented and confirmed in writing by the Receiving Party to the Disclosing Party. However, the Receiving Party may keep one copy of Confidential Information for compliance with regulatory requirements, if any.
- C) The Receiving Party shall use the Confidential Information solely for purposes of performing its obligations hereunder and for no other purpose whatsoever.
- D) The obligations of confidentiality under this Clause 8 shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that the Receiving Party can establish by written record or other clear and convincing evidence that such Confidential Information:
- i) was, or becomes through no breach of the Receiving Party's obligations hereunder, known to the public; or becomes available to the public at the time of disclosure;
 - ii) becomes known to the Receiving Party from sources other than the Disclosing Party under circumstances not involving any breach of any confidentiality obligation by any person to the Disclosing Party; or
 - iii) is independently developed by the Receiving Party without the benefit of the Confidential Information of the Disclosing Party or any portion thereof.
- E) It shall not be a breach of the confidentiality obligations hereof for the Receiving Party to disclose Confidential Information where, but only to the extent that, such disclosure is required by law or applicable legal process or the rules of any regulator or stock exchange, provided in such case the Receiving Party shall, to the extent permitted by law, give the earliest notice possible to the Disclosing Party that such disclosure is or may be required.
- F) The provisions of this Clause 8 relating to confidentiality shall survive termination / expiry of this Agreement without any limit as to time.

8.6 Indemnity

- A) Licensor shall at its own expense, indemnify, defend and hold harmless the Licensee and its respective officers, directors, employees and representatives from and against and in respect of any and all claims, liabilities, obligations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings of whatever nature or kind, whether formal or informal, brought against the Licensee or any of its officers, directors, employees or representatives, as well as from and against and in respect of any and all damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, as and when incurred, relating to, based upon, incidental to, arising from, or in connection with any damage to tangible and intangible property of the Licensee, destruction or corruption of Software, databases, reports and other information due to any acts, misdeeds, misconduct or negligence of Licensor or its personnel, whether intentional or not, violation of applicable law, breach of confidentiality or infringement of third party's intellectual property rights or breach of this Agreement. Licensor will defend or settle, at its own expense, any cause of action brought against the Licensee resulting from any act or omission of Licensor or any of its employees or agents. Licensor agrees that it shall not, without Licensee's prior written consent, enter into any settlement or compromise of any claim that results in any admission of liability or wrong doing on the part of the Licensee.
- B) Licensor hereby further agrees to protect, indemnify and hold the Licensee and its directors, employees, representatives and other officers harmless from and against any and all claims, suits, proceedings, and/or demands made by any third party for infringement or alleged infringement of any patent or other Intellectual Property Rights covering the Software, any Document Deliverable and/or any property, equipment, design, drawing or other item used by Licensor in installation of the Software at the Project Site. In the event of a determination that the Software or Licensee's use of the Software / Document Deliverables infringes any Intellectual Property Rights of any third party, without prejudice to any other right or remedy available to Licensee under law and/or this Agreement, Licensor shall at its own cost and at the option of Licensee:
- i) obtain for the Licensee the right to continue using the infringing item;
 - ii) replace the infringing item or modify it so that it becomes non-infringing; and/or
 - iii) terminate this Agreement (including the licensed rights granted hereby) and refund, within two (2) days of the Licensee's demand, the entire Fee paid by the Licensee to the Licensor.







6.7 Dispute Resolution And Governing Law

- A) The Steering Committee shall be the point of contact for dispute resolution. If level 1 and level 2 could not resolve the issue as explained earlier in Clause 5.4 Escalation Process.
- B) The Parties agree that any dispute, difference of opinion or claim arising out of or relating to this Agreement which cannot be settled amicably by the Parties, shall be referred to arbitration under a panel of three arbitrators. Each Party shall be entitled to elect an arbitrator and the elected arbitrators shall then elect an umpire. The arbitration proceedings shall be held in accordance with the Arbitration Act, 1940, and the seat of arbitration shall be Karachi and the language of arbitration shall be English.
- C) The competent courts of Pakistan at Karachi shall have jurisdiction to adjudicate upon any matter arising out of this Agreement.
- D) This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.

6.8 Delay Damages

- A) In the event the Licensor fails to implement the Software at the Project Site within the timeline specified in Clause 4 above and/or if the Project is not completed by the Project Completion Date and/or the Licensor fails to timely provide the services under the Warranty Period within the timelines, and the delay is attributable to Licensor, Licensor shall be liable to pay amount to Licensee at an amount equivalent to 0.1% per day of the overall contract value for the first week, 0.2% per day for the second week and until the relevant Default is resolved as confirmed by the Licensee in writing, which shall be subject to a maximum cap of the fee.
- B) Licensee shall compute and advise Licensor in an invoice of the amount of delay damages due to the Licensee in accordance with this Clause 6.8 (A). The delay damages mentioned on the invoice shall be payable by Licensor within fifteen (15) days of the date of the invoice (and in any case before any payment from Licensee is due to Licensor). Licensee shall be entitled to deduct / set-off the delay damages payable by Licensor to Licensee from any of Licensor's Invoices.
- C) The amount of delay damages specified in Clause above have been calculated by the Parties as representing the likely loss to Licensee, are reasonable and constitute liquidated damages and are not a penalty.

6.9 Termination

Licensee may terminate this Contract forthwith by written notice to Licensor if:

- Licensor shall commit a material breach of this Contract and shall not have remedied such breach within thirty (30) working days of receiving written notice of the breach, or
- Licensor shall fail to deliver the agreed upon services in the specified time frame and/or quality. In this case Licensee has the right to appoint any other vendor to perform and complete the same solution.

Licensor may terminate this contract forthwith by written notice to Licensee if:

- Licensee shall commit a material breach of any of its obligations under this Contract and shall not have remedied such breach within thirty (30) days of receiving written notice of the breach.
- Any waiver by either Party of a breach of any provision of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- Licensee fails to make timely payments to Licensor upon completion of the deliverables as per acceptance criteria set forth in the definition.

6.10 Amendments

- A) No amendment or modification of any term of this Agreement shall be binding unless in writing and duly executed by the authorized representatives of the Parties.

6.11 Notices

- A) Any notice, consent, approval or other communication in connection with this Agreement (each a "Notice") shall be:

- II) in writing, signed by or on behalf of the Party giving it and shall be addressed to the Party to whom it is to be given;
 - III) delivered by hand, fax, electronic mail, registered post or reputable courier; and
 - III) sent to the Authorized Persons of such Party.
- b) A Notice shall be effective upon receipt and shall be deemed to have been received
- i) at the time of delivery, if delivered by hand or courier; or
 - ii) at the time of successful transmission confirmed by transmission report or return email, in legible form, if delivered by fax or electronic mail.

5.12 WARRANTY

- A) Licensor shall be responsible for the provision of pre and post implementation technical support for the Software and other terms of this Agreement.
- B) This Agreement includes comprehensive warranty and post implementation maintenance and support services for the Software ("Warranty"). The Warranty period for the Software shall commence from the Go-Live Date and shall continue for a period of One (01) month thereafter ("Warranty Period"). During the Warranty Period, Licensor shall, at no cost to Licensee, provide bug-fixes, remedy all defects and provide all rectifications in order to fix reported lapses in functionality of the Software and generally fix all reported issues with the Software, Deliverables, Project and provide all other services as contemplated in this Agreement.
- C) If after reasonable efforts, Licensor is unable to perform its Warranty obligations regarding any malfunctioning/defect for a continuous period thirty (30) days and the resulting non-performance or deficiency materially affects the ability of Licensee to utilize the Software, then Licensee may terminate this Agreement immediately, subject to all remedies available at law or equity. If it's an Oracle Product issue or bug, Licensor will not be liable for any damages & no impact on the agreement.
- D) Licensor declares that it operates a quality management process fitting industrial best practice and standards and warrants that the Software once delivered, and the Project once implemented shall be free of all known, reported or unknown errors / bugs. **TRAINING SERVICES**
- E) Licensor shall provide training services as set out in training clause and agrees to the delivery of an appropriate and comprehensive training to ensure the employees of the Licensee are able to use the Software in a safe and appropriate manner.
- F) Licensor shall ensure that the training system uses a combination of formal training and practical hands-on training and shall develop and implement the training system using a train-the-trainer methodology.
- G) Licensor shall develop a training plan and shall submit the same to Licensee for review and acceptance ("Training Plan"). Training shall be conducted in accordance with the Training Plan approved and notified by Licensee to Licensor.
- H) Licensor shall include in the Training Plan topics/items as provided in training clause. Licensor shall provide to Licensee a detailed list of recommended training it considers necessary for the successful implementation and functioning of the Software according to Licensor's experience and competence in the implementation of similar projects.
- I) Licensor shall undertake the training at the Project Site unless otherwise agreed by the Parties. Licensee will provide the necessary space for such training.
- J) As directed by Licensee, the training may be conducted in the live environment or in a training test environment pre-populated with customized test data (the data may be customized to protect the privacy and confidentiality of data and no data may be attributable to any individual or company).
- K) Licensor shall ensure only appropriately qualified trainers with prior experience shall deliver the training.
- L) Licensor shall ensure that its trainers maintain always appropriate conduct.
- M) It is agreed between the Parties that cost of training by Licensor and/or its trainers and employees in accordance with this Clause 17 is included in the Training Fee and no further amounts shall be payable by Licensee to Licensor in respect of the training.
- N) In the event Licensor fails to carry out the training in accordance with this Clause 17, Licensee shall, without prejudice to other rights and remedies available to it under this Agreement and applicable law, be entitled to withhold payment of the Training Fee (or any instalments thereof).

6.13 Severability

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the un-affected provisions.

6.14 NO AGENCY

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. The Licensor shall not represent itself as being the licensee, an agent, partner or employee of the Licensee and shall not hold itself out as such nor as having any power or authority to incur any obligation of any nature, whether express or implied, on behalf of the licensee.

6.15 No Assignment

The Licensor shall not assign or transfer all or any part of its rights/job under this Agreement or delegate its performance under this Agreement without the prior written approval of the Licensee and any assignment, transfer or delegation that is made without such prior written approval shall constitute a breach of this Agreement.

6.16 No Waiver

No relaxation, tortfeasance, delay, or indulgence by any Party in enforcing any of the terms and conditions of this Agreement or the granting of time by a Party to the other(s) shall prejudice, affect, or restrict the rights of that Party under this Agreement, neither shall any waiver by a Party of any breach of Agreement operate as waiver of any subsequent or continuing breach of Agreement. Any waiver of a Party's rights, powers, or remedies under this Agreement must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

6.17 Entirety

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law, the legality, validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

6.18 Entire Agreement


This Agreement and the attached annexures, appendices, schedules and compliance YES contents of RFF contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements and understandings between the Parties with respect thereto.

6.19 Counterparts

This Agreement may be executed in two counterparts and both counterparts taken together shall be deemed to constitute one and the same instrument.

6.20 Term of Agreement

This Agreement will be for one year period from the date of execution of this agreement and subsequently can be extended / renewed on yearly basis after mutual written consent of the parties on same terms, conditions and rates.



IN WITNESS, WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, fully authorized representatives as of the date first written above.

Jaffer Business Systems (Pvt) Ltd

Head office at CIO Tower,
7th floor, P.E.C.H.S. 33-4,
Block 6, Shalrajiw-Faisal, Karachi.

Signature & Official Stamp
Name: Muhammad Sohail
Designation: Manager Business Development

Sindh Bank Ltd.

Head Office 3rd Floor, Federation House,
Clifton, Karachi.

Signature & Official Stamp
Name: Syed Aza Hussain
Designation: Head IT

WITNESSES:

NAME: Hasan Kamal / *Hasan Kamal*
TITLE: Project Manager
CNIC: 92101-8177157-7

NAME: Mr. Faraz Khan
TITLE: Information Head
CNIC: 42101-7412628-7

NAME: *Muhammad Aslam*
TITLE: *Account Manager*
CNIC: 42301-0275327-2

NAME: SYED ZEESHAN-UL-HAQ
TITLE: SVT Information Technology
CNIC: SINDH BANK LIMITED
Head Office, Karachi.

7 ANNEXURE 1 – BIDDING ITEMS

Item	Category	Description	Unit	Quantity	Unit Price	Discount	Net Price	Grand Total
1	Licenses	Microsoft Exchange Server Enterprise Edition-2019 or Equivalent or Better -325-04804	4	652,649.49	2,610,597.96	17%	443,801.65	3,054,399.61
2	Licenses	Exchange Standard CAL-2019 SINGL OLP NL Lic/CAL -381-04492	500	13,073.46	6,536,730.00	17%	1,111,244.10	7,647,974.10
3	Services	Implementation Services and Support Training to Licenses L1 Team	1	1,482,667.05	1,482,667.05	13%	192,746.72	1,675,413.77
		Total			10,629,995.01		1,767,792.47	12,397,787.48