

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 Fraud Resoultion Management System
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1143/2019
- 5) BRIEF DESCRIPTION OF CONTRACT Same as above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.10,000,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 14/01/2020 at 1130 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 _____
- 14) BID EVALUATION REPORT _____
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Link
- 16) CONTRACT AWARD PRICE Rs.18.656.000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. 1 Link

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

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

Yes	SPPRA NIT ID :T00531-19-0033
No	

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

Yes	Express Tribune, Daily Express & Sindhi Express ()
No	

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give 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 COMMITMENT, IF ABROAD:
(If yes, enclose a copy)

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

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

Yes	
No	no

Signature & Official Stamp
Authorized Officer
Lt Col (R) Shahzad Begg
EVP/Head of Administration
SINDH BANK LIMITED

11/6/2020

FOR OFFICE USE ONLY

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

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

Print

Save

Reset

Technical & Financial Proposals Evaluation Report		
(Fraud Resolution Management System/Solution for All Card Transaction)		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1143/2019
3	Tender Description	Fraud Resolution Management System/Solution for All Card Transaction
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S. No. T00531-19-0033
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical Bid Opening Date	14-01-2020
9	Financial Bid Opening Date	14-01-2020
10	No of Bid Technically Qualified	01
11	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.10,000,000/-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s 1 Link (Pvt) Ltd	Rs.18,656.933/-	Qualified	Rs.8,656,933/- above with the estimated cost	Accepted Being the Qualified bidder	Rule 48 has been complied

Note: M/s 1 Link (Pvt) Ltd is selected for Supply of Fraud Resolution Management System/Solution for All Card Transaction to Sindh Bank Limited being the Qualified Bidder.

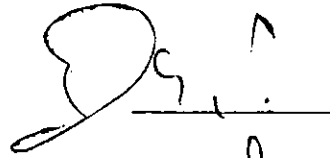
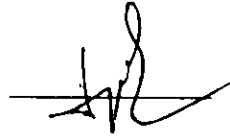
Members – Procurement Committee

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

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

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

Signature

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

TYPE OF PROCUREMENT ADMIN / IT / CONSULTANT / MEDIA
TENDER NAME Procurement of Fraud Resolution Management System
TYPE OF TENDER SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE / TWO STAGE-TWO ENVELOPE
OPENING DATE 14/01/20
OPENING TIME 1130 hours

ATTENDANCE (MEMBER PC)

	NAME	FIRM
ATTENDANCE (REPS. OF BIDDERS)	<u>© I Link (Pvt) Ltd</u>	
TOTAL BIDS ACCEPTED FOR EVALUATION		
TOTAL BIDS REJECTED		
REMARKS		

SIGNATURE MEMBERS FOR ADMIN
Head - Fin Div. [Signature]
Head - Admin Div. [Signature]
Member-IO&I [Signature]
Date: [Signature]



ATTENDANCE SHEET
 BID OPENING -

FOR SELECTION OF Procurement of Fraud Resolution Management System

Date: 14/01/20

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	I Link (Pvt) Ltd	Qutubiz	03362191403	Suite 211-210 Park Towers	

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

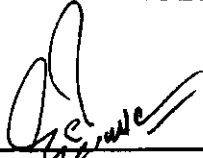
Chief Manager (IDBL)

03-04-2020

Subject: Certificate
Compliance of SPPRA Rule 48
TENDER REF NO. SNDB/ADMIN/TD/1143/2020

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.46,035,000/- Quotation attached	Rs.18,656,933/-

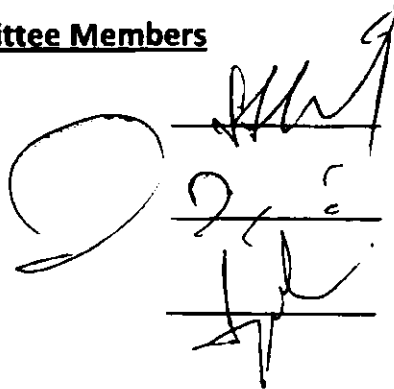

Syed Khurram Waheed
OG-II/I.T. Division

Signature –Procurement Committee Members

CHIEF FINANCIAL OFFICER

HEAD OF ADMIN DIVISON

CHIEF MANAGER, IDBL





**Financial Proposal
Vigilus - Fraud Detection Solution**

Submitted To



Submission Date 06-Mar-2020



Sindh Bank - Financial Proposal - Vigilus - Fraud Detection Solution - Mar 06, 2020

S/No.	Description	Qty	Unit Charges (USD)	Gross Total (USD)	Discount	Net Total (USD)
1	Core Licenses					
1.1	Vigilus - Fraud Detection Solution	1	\$50,000	\$50,000		\$50,000
	Total License Charges (USD)					\$50,000
2	Professional Services / Implementation Charges - Core Solution					
2.1	Analysis, FS preparation and Signoff	1	\$35,000	\$35,000		\$35,000
	Offsite Activity (Transaction Development and Configuration)					
	Deployment of Vigilus					
	Deployment of Administration & Security Module					
	Development of Standard Transaction Set					
	Integration with Vision					
	SIT, UAT, Administrative and End User Training					
Go Live and Post Live						
	Total Implementation & Configuration Charges (USD)					\$35,000
3	Total Solution Charges (USD)					\$85,000
4	Annual Maintenance shall be applied to the Total License Value and shall be charged after go-live					\$8,000

Terms & Conditions


Note1:	Scope of this project shall be defined & finalized by an FS (Functional Specification) Document. Anything beyond the defined Scope of work (SOW) shall be processed & charged separately through a Request for Change (RFC). Modifications / Changes shall be discussed & negotiated as per the mutual consensus of both parties.
Note2:	Additional connector fee of \$8,500 shall be charged for additional integration with any other back end system. Implementation charges shall be based on the efforts required for the particular integration.
Note3:	Customer shall arrange Air Travel, Boarding, Local Transport and TADA (PKR 2,000/Day/Resource) outside Karachi.
Note4:	Avanza shall provide the hardware specification & Customer shall arrange the procurement, deployment & commissioning of the procured hardware.
Note5:	Customer shall arrange the required Third party licenses (Windows, SQL Server, Oracle,) and infrastructure softwares. Implementation of these softwares is not included in the Scope.
Note6:	In case if any particular transaction (mentioned in the scope) are not available from the customer at the time of integration testing then the transactions would be re-scoped and charged separately.
Note7:	Any additional task/activity shall be charged at USD 275/Day/Resource.
Note8:	In case of delay in the project from the Customer's side; Avanza reserves the right to suspend project activities and demobilize teams. Re-mobilization of resources shall be decided with the mutual consent of both parties.
Note9:	Quotation is valid till 30th Apr 2020
Note10:	Annual Maintenance Agreement shall be signed immediately after go-live & before the expiry of warranty period.
Note11:	Resources shall be mobilized with the mutual consent after receipt of confirmed PO and advance payment.
Note12:	Payment Terms: 50% - Advance along with purchase order for mobilization 25% - Deployment 25% - UAT signoff
Note 13:	Financials are exclusive of all taxes
Note 14:	Annual Maintenance value shall increase by 20% per annum.

For 1 Year USD. 93000/=

For 3 Year USD. 93000 x 3 = 279,000/=

Per Regn = 279,000 x 165 =
= 46,035,000/=

Eligibility Criteria


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 or Declaration of Commencement of Business / NTN. (attach as Annexure "1")	Yes	No
2	Turn Over in last 3 Years should be at least 50 million	Audit Report / Tax Return (attach as Annexure "2")	Yes	No
3	Registration with Income Tax , SRB and Sales Tax	NTN , SRB & GST Certificates (attach as Annexure "3")	Yes	No
4	The Vendor must have provided similar services to at least one Bank in Pakistan other than Sindh Bank	Attach Documentary Evidence/Certificate (attach as Annexure "4")	Yes	No
<div style="text-align: center;">  Qualified / Disqualified </div>				

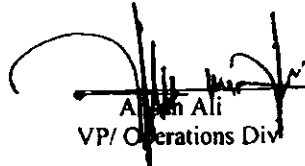
ELIGIBILITY CRITERIA NOTE

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 nonprovision of evidence in any of the requisite, bidder will be disqualified

MANDATORY

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


 Taimoor Ghausi
 AVP/ Finance Division.


 Ahsan Ali
 VP/ Operations Div


 Syed Zeeshan-ul-Haq
 SVP/ I.T. Division

DISQUALIFICATION

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

1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered.
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 unsatisfactory on account of previous performance

Taimoor Ghousi
AVP/ Finance Division.

Ahsan Ali
VP/ Operations Div

Syed Zeeshan-ul-Haq
SVP/ I.T. Division


OFFICE ORDER

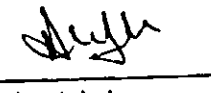
SUBJECT: EXTENSION FOR BID VALIDITY PERIOD

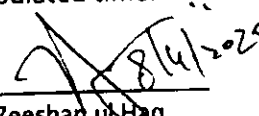
As per SPPRA Rule 38 (2), approval is solicited for further Ninety (90) days extension of "Bid Validity Period" for the following tender having SPPRA NIT ID No: T00531-18-0024

1. Fraud Resolution Management System/ Solution for All Card Transaction

The reason for extension is due to COVID-19 pandemic, the bid evaluation report, agreement and award of contract could not be finalized within the stipulated time.


Farhan A Siddiqui
AVP-II/Admin Division
Members Signature- Procurement Committee


Ather Iqbal
AVP-II/Admin Division


Zeeshan ul Haq
SVP/IT Division
Signatures


Saeed Jamal Tariq
Chief Financial Officer
(Chairperson)

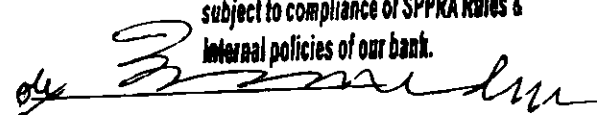
Lt. Col. (R) Shahzad Begg
Head of Administration
(Member)

Syed Muhammad Aqeel
Chief Manager, IDBL Karachi
(Member)

Anis Iqbal
Head of IT
(Co-opted Member)

Syed Assad Ali
Group Head- Sindh (Rural)
(Co-opted Member)


24/4/20
President/CEO

subject to compliance of SPPRA Rules & internal policies of our bank.


9/4

3 SCOPE OF WORK / TECHNICAL SPECIFICATION

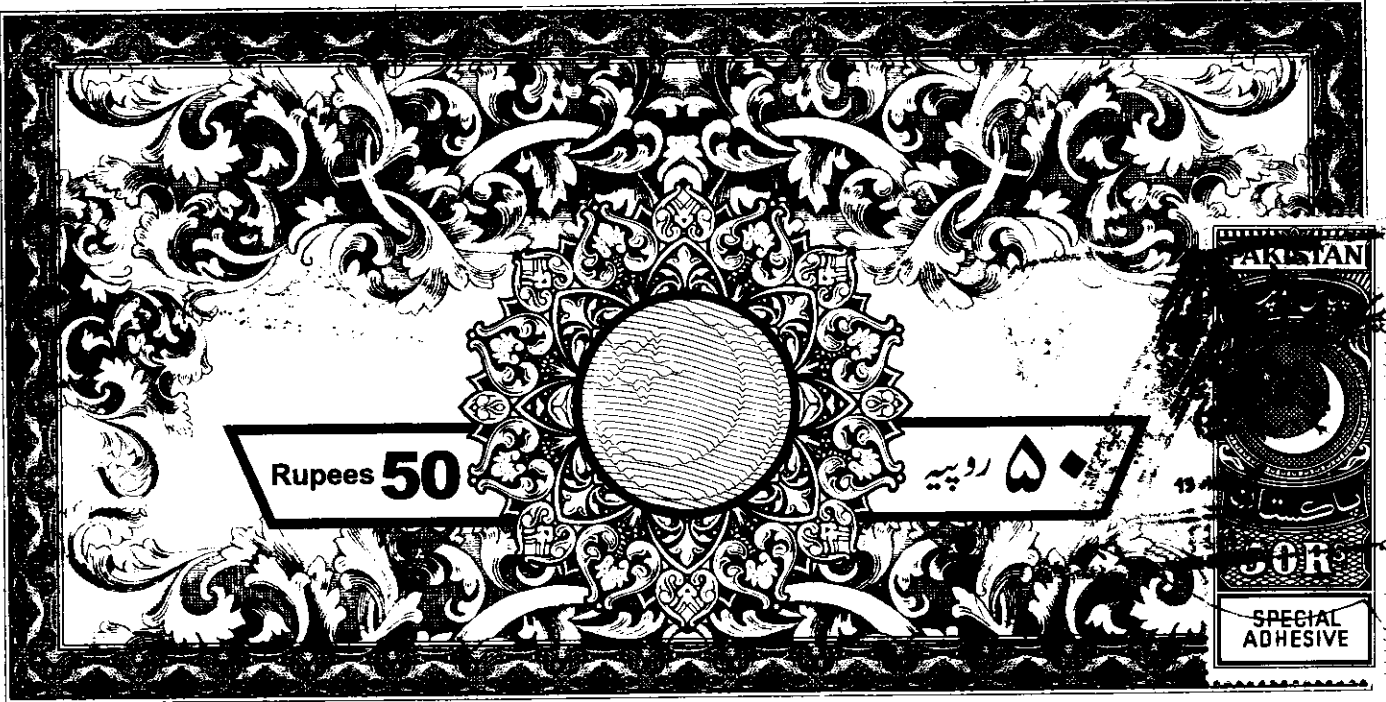
SCOPE OF WORK FOR FRMS

- The bank intends to implement real-time online transactions monitoring system to monitor all real-time transaction, the system should have but not limited to following specifications
- The system should be rule based
- The Bank shall develop, manage, maintain, deploy or customize any rule in the system
- The system should generate alerts for any suspicious transactions
- The system should have predefined values as per best practices as defined by VISA, MasterCard etc for fraud prevention for all financial transactions.
- The system should prevent malicious transaction, where possible. For example, there should be a customizable control in the system to prevent transaction based on time and location. For instance if a transaction is made from Karachi, then another transaction from Lahore or elsewhere within few minutes should be prevented
- The system should be capable of holding a transaction above specified limit where the bank may confirm from customer and release the same transaction
- The system should be real time and transactions should pass through the system before authorization so the system can analyze the fraudulent and normal transactions based on rules.
- The system should be capable of storing historical data of transactions for identification and analysis
- The system should generate comprehensive alerts with complete customizable escalation matrix based on rules
- The system should be capable of various levels of escalation in case if required. For example there should be a capability of defining escalation matrix in case any fraudulent transaction or transactions are detected or prevented.
- A complete lifecycle of any fraud case should be maintained. For example end to end workflow from suspect case identification to case closure as fraudulent or non-fraudulent transaction involving various teams and individuals from the bank.
- The system should be capable of marking card warm directly through application to allow fraud detection team to act instantly on suspect
- The system should provide facility to define a pool of users who should act on the fraud case along with different mechanism to alert and escalate the case.
- The system should also allow the support staff / agents to put their comments on the blocked/ warmed/ fraud detected cases

- The system should be capable of effectively able to handle huge number of transactions and data for rule processing.
- The system should have comprehensive search mechanism for both transactions and fraud cases.
- The Dashboard of the system should provide the most recent failure transactions to the logged in user. User can only view those failure transactions which are assigned to him/her or a Pool he/she belongs to.
- Each failure transaction is displayed along-with total score and severity level and consequently the score color scheme shall be used to highlight each item.
- The system should display the number of opened, fraudulent and non-fraudulent cases for selected user and pool.
- The system should provide but not limited to following reports
 - ❖ Fraud Case Report
 - ❖ Fraud Summary Report
 - ❖ Rule Failure Rate
 - ❖ User Activity Report
 - ❖ Audit Log
 - ❖ Escalation Reports
 - ❖ Fraud Positive Ration Report
 - ❖ Agent performance Report
 - ❖ Notification Report
 - ❖ Pool Performance Report.
 - ❖ Temporary Blocking Reports (Cards marked 'Warm' on fraud basis)
 - ❖ Status Reports
- The system should be capable of designing / customizing reports based on transactions data for custom reports

Buyer Record

S.No	Company Name	AMOUNT DEPOSITED
1	1 Link	300
Total		300



MAIR... KARACHI

143954

FRAUD RISK MANAGEMENT SERVICES AGREEMENT

THIS FRAUD RISK MANAGEMENT SERVICES AGREEMENT (the "Agreement") is made and entered into this 11/08/2020 day of 2020.

Between

Sindh Bank Limited incorporated under the laws of Pakistan, having its head office at 3rd Floor, Federation House, Shahrah-e-Firdousi, Block 5 Clifton, Karachi, Pakistan (hereinafter referred to as the "Participating Bank", which expression shall, where the context so admits, mean and include its authorized representatives, successors-in-interest and assigns);

And;

1LINK (Pvt) Limited, a company incorporated under the laws of Pakistan having its registered office located at 211-212, Office Wing, Park Towers, Clifton, Karachi (hereinafter referred to as the "1LINK", which expression shall, where the context so permits, be deemed to mean and include its successors-in-interest and assigns);

(1LINK and Sindh Bank Limited shall be collectively referred to as the "Parties" and individually as a Party);

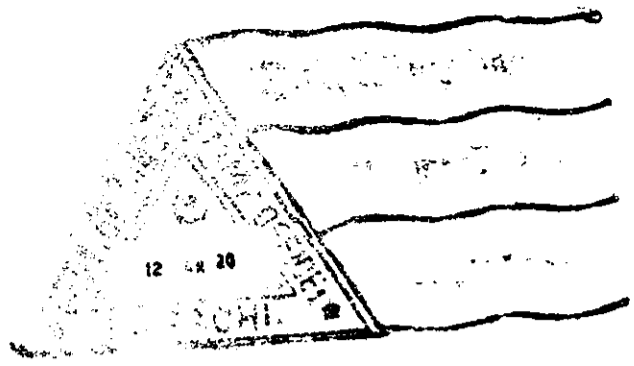
RECITALS

I. 1LINK provides Fraud Risk Management Services (defined below) to Banking Companies (defined below) that have contracted with 1LINK in various network agreements for enabling their respective Customers to carry out certain types of electronic transactions;

agrees to provide, and the Participating Bank agrees to purchase, such Fraud Risk Management Services, subject to the terms and conditions contained herein;



Handwritten initials and a signature.



12 4x 20
12 4x 20
12 4x 20
12 4x 20
12 4x 20

12 4x 20

In this Agreement, unless the context requires otherwise, all capitalized terms shall have the following meanings:

"1LINK" is defined in the preamble;

"Agreement" is defined in the preamble;

"Annual Payment Date" means the 30th of January of every calendar year;

"Banking Company(ies)" means any banking company, microfinance banking company, development financial institution or other company duly authorized and licensed by the State Bank of Pakistan for the purposes of carrying out the business of banking in Pakistan in accordance with the applicable laws;

"Business Continuity Plan & Disaster Recovery" means a strategy to help ensure that business processes can continue during a time of emergency or disaster;

"Confidential Information" is defined below in Article 4.2;

"Customer" means a person who maintains a bank account with, has been issued payment instrument by, or procured such services from a given Banking Company enabling them to execute On-Us Transactions and/or Off-Us Transactions;

"Detection Model" means a module of Fraud Risk Management Services (FRMS) that entails detecting a potential fraudulent transaction.

"Fraud Risk Management Services (FRMS)" means the software solution package outlined in 'Annexure A';

"Fraud Monitoring" means the monitoring of Off-Us Transactions (as applicable) for any fraudulent activity using the Fraud Risk Management Services;

"Participating Bank" is defined in the preamble;

"Off-Us Transactions" means any electronic transaction initiated by a Customer that is routed through the switch operated by 1LINK or any other switching entity;

"Off-Us Annual Maintenance Charge" is defined in Article 3.12;

"Rule(s)" means a pre-defined criterion which triggers generation of alert against a potential fraudulent transaction.

"Term" is defined in Article 7;

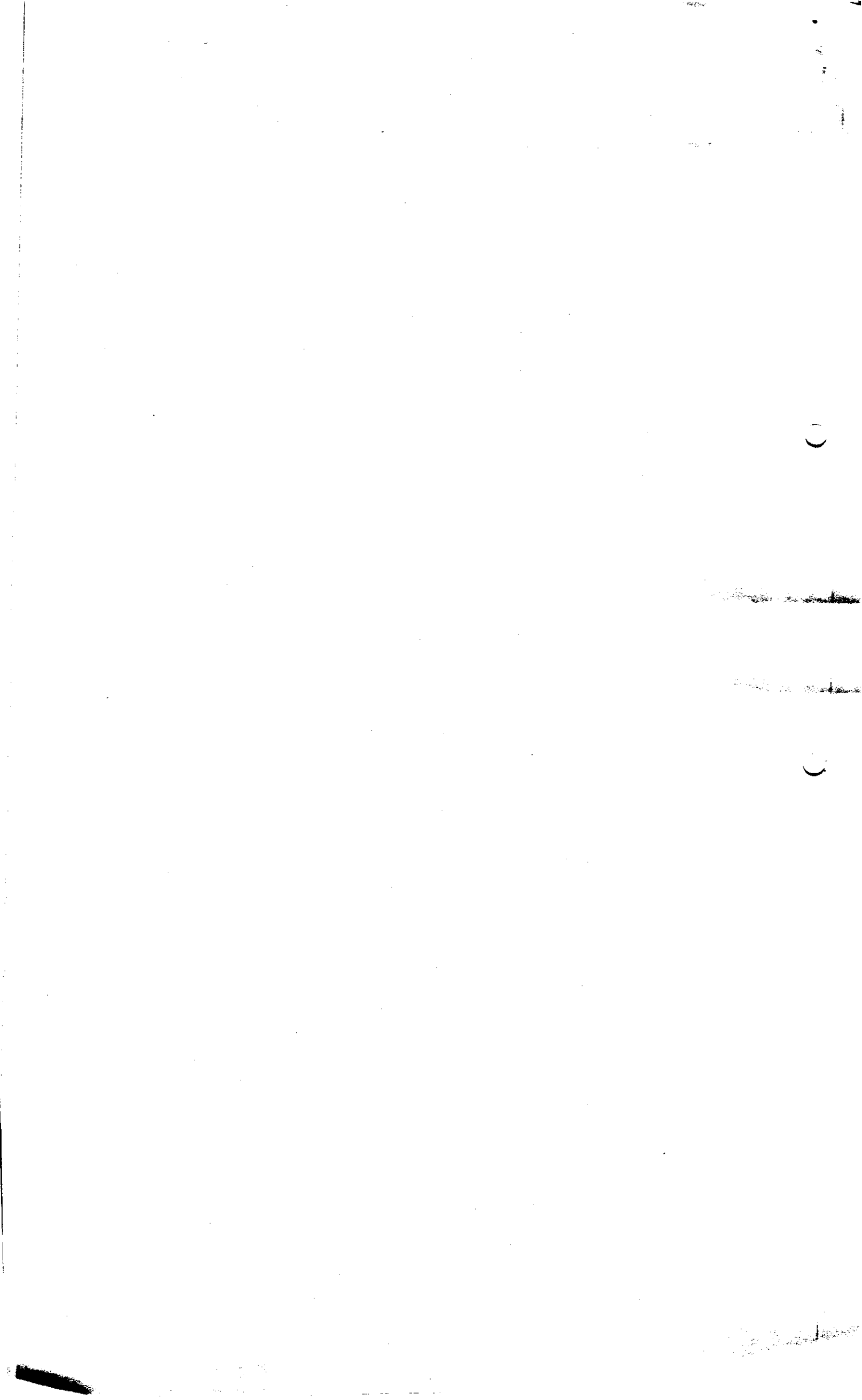
"Transaction Data" means the information required to be submitted to 1LINK in accordance with the message format compliance protocols that are provided to the Participating Bank by 1LINK from time to time; and

"Schedule of Charges (SoC)" means the charges specified in 1LINK Schedule of Charges document, which may be amended/updated from time to time twice in a year on half yearly basis by 1LINK in accordance with the terms hereof, change will be intimated to the Member;

Interpretation:

1. Words importing the singular shall include the plural or vice versa.
2. Save where the contrary is indicated, any reference in the Agreement to:
 1. any Party shall be construed so as to include their respective successors and assigns from time to time;





- II. an Article, Section, Annexure or Schedule, shall be construed as a reference to an article, section, schedule or annexure to the Agreement;
- III. "Law" shall be construed as meaning any law (including statutory and common law), statute, constitution, decree, judgment, treaty, regulation, rule, by-law, order, other legislative measure, directive, requirement, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, local government, court or, statutory, regulatory or self-regulatory (or similar) body or authority;
- IV. an Annexure to this Agreement shall be integral part of the Agreement;
- V. a statute, enactment or order shall be construed as a reference to such statute, enactment or order as the same may have been, or may from time to time be, amended or re-enacted and all subsidiary legislation and other instrument made under or deriving validity therefrom; and
- VI. a time of day shall be construed as a reference to Pakistan Standard Time.

Article 2 FRAUD RISK MANAGEMENT SERVICES

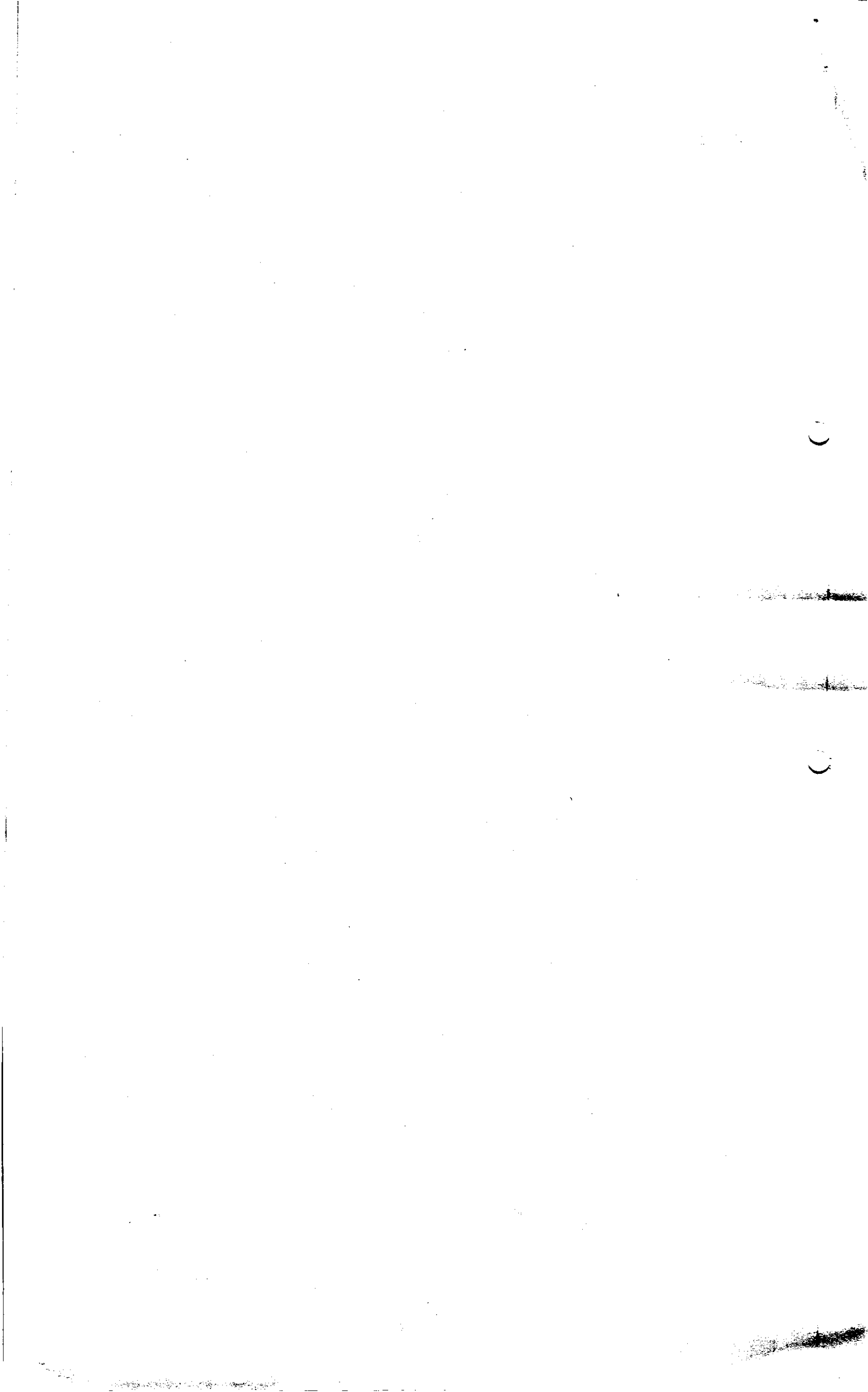
- 2.1 1LINK hereby agrees that it shall, as per the terms and conditions of this Agreement, from the date of execution of hereof, provide the Participating Bank with the Fraud Risk Management Services such that the Participating Bank shall be enabled to carry out Fraud Monitoring and/or management in respect of Off-Us Transactions for the Term.
- 2.2 1LINK hereby agrees that:
 - (i) upon the execution of the On-Us Memorandum or Prevention Model Memorandum by the Parties; and
 - (ii) the Participating Bank paying 1LINK the applicable charges contemplated in Article 3,
 shall, as per the terms and conditions of this Agreement, provide the Participating Bank with the Fraud Risk Management Services such that the Participating Bank is enabled to carry out Fraud Monitoring in respect of; On-Us Transactions (through Detection Model) or Prevention Model; for the Term.
- 2.3 The Participating Bank hereby confirms and agrees that it shall bear all costs (both initial and continuing) associated with enabling, maintaining and upgrading its hardware and/or software to ensure its connectivity, compatibility and compliance with 1LINK's electronic systems, so as to enable 1LINK to provide the Participating Bank with Fraud Risk Management Services for the duration of the Term.
- 2.4 The Participating Bank hereby agrees to abide by the "FRMS SOP(s)" contained in Annexure 'B' which may be updated by 1LINK from time to time by way of intimation to the Participating Bank.

Article 3 ENABLEMENT FEE

- 3.1 1LINK will be providing Participating Bank access to the Fraud Risk Management Services for all Off-Us Transactions from the date of execution of this Agreement at cost to the Participating Bank. The Participating Bank shall have a right to send a written notice to 1LINK requesting discontinuation of the Fraud Risk Management Services and termination of this Agreement ("Notice") in accordance with Article 7. In the event 1LINK does not receive a Notice, it is implied that the Agreement stands approved in its full and complete form among the Parties and the Participating Bank shall be liable to make payments to 1LINK in terms of this Article 3.
- 3.2 In consideration for 1LINK providing the Participating Bank with the Fraud Risk Management Services, for duration of the "Term", the Participating Bank shall make the following payments pursuant to 1LINK's Schedule of Charges, (Annexure B)
 - (a) Upon execution of the agreement, pay 1LINK:
 - (i) a one-off enablement fee; and



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- (ii) annual maintenance charges in respect of Off-Us Transactions ("**Off-Us Annual Maintenance Charge**"), thereafter on each Annual Payment Date
- (b) Upon execution of the On-Us Memorandum, pay 1LINK:
 - (i) a one-off enablement fee; and
 - (ii) annual maintenance charges in respect of On-Us Transactions ("**On-Us Annual Maintenance Charge**") in advance after lapse of the Trial Period and thereafter on each Annual Payment Date;
- (c) after the execution of Prevention Model Memorandum for Off -Us / On-Us transaction, pay 1LINK:
 - (i) a one-off enablement fee; and
 - (ii) annual maintenance charges in respect of Prevention Model ("**Prevention Annual Maintenance Charge**") in advance after the approval on commercials as per latest applicable SoC from participating bank and thereafter on each Annual Payment Date;
- (d) pay 1LINK "Fraud Risk Management System Transactions Charges"
- (e) any other fee or charges as determined in 1LINK SoC from time to time.

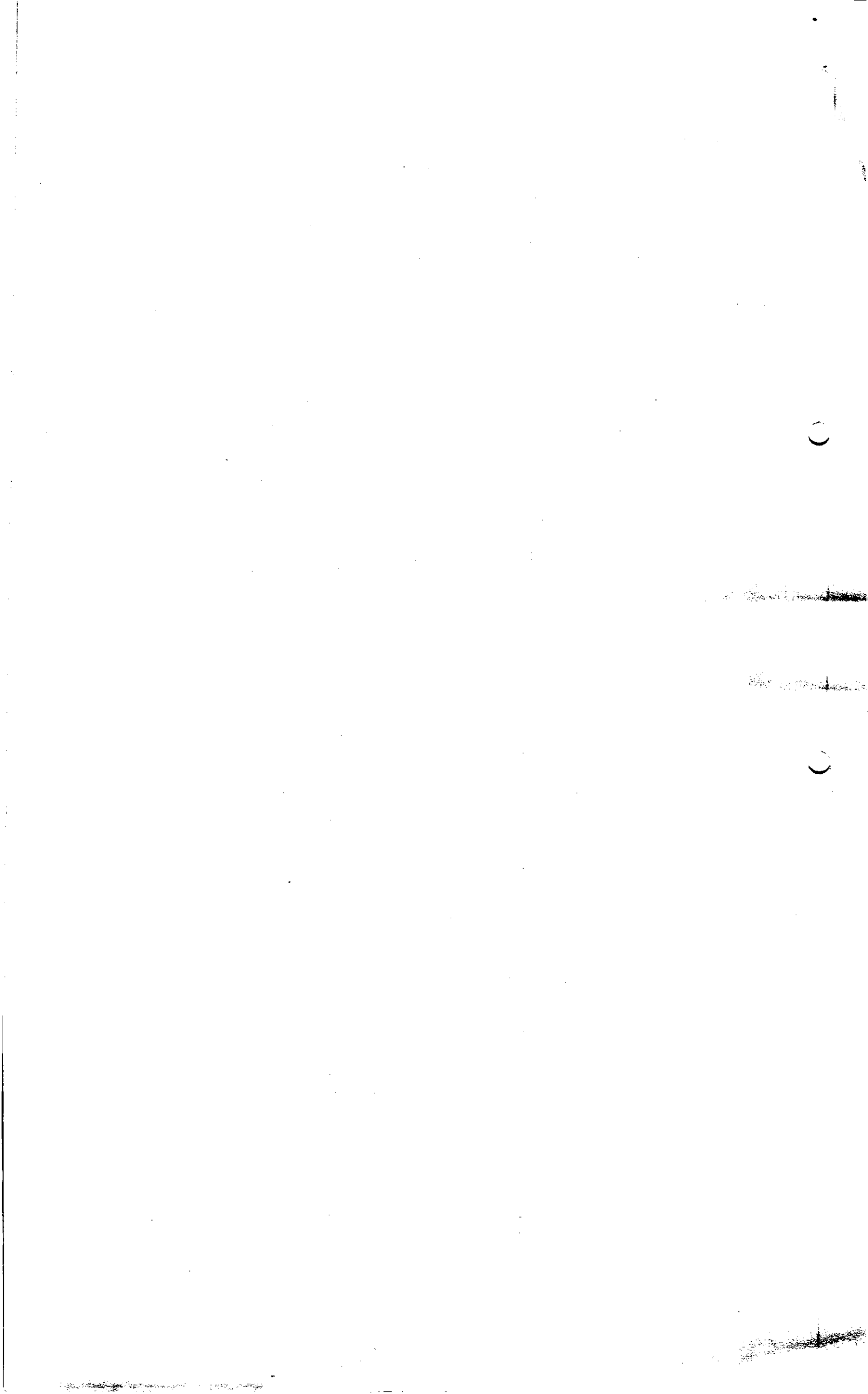
If, at the time of executing the Agreement or the On-Us Memorandum or Prevention Model Memorandum (as applicable), there is less than a full calendar year before the Annual Payment Date, the first payment of the Off-Us Annual Maintenance Charge or On-Us Annual Maintenance Charge or Prevention Annual Maintenance Charge (as applicable) as contemplated in Article 3.2 (a) or (b) or (c) shall be prorated accordingly, it is being clarified further that subsequent payments of the Annual Maintenance Charges thereafter shall be charged at the full amount.

- 3.3 All amounts payable by the Participating Bank in terms of Article 3.2 above are exclusive of taxes and the applicable amounts thereof are specified in the Schedule of Charges. The Participating Bank acknowledges and agrees that the Schedule of Charges is subject to revisions from time to time by 1LINK through reasonable prior notice.

Article 4 CONFIDENTIALITY

- 4.1 The Parties hereby agree that neither Party hereto shall acquire any property, rights, claims or interests in any of the other party's systems, processes, equipment, computer programs and/or other information or data by virtue of this Agreement.
- 4.2 In respect of the data received from the other Party or otherwise concerning the Participating Banks, the Participating Bank's Customers, 1LINK, any other Banking Company or Banking Company's Customer's ("**Confidential Information**"), each Party agrees:
- (a) Not to use such Confidential Information in its knowledge or possession for any purposes other than in respect of performing its obligations under this Agreement;
 - (b) Not to disclose such Confidential Information to any third party other than the State Bank of Pakistan, except where (i) such disclosure is required in order for the disclosing Party to perform its obligations under this Agreement; and (ii) such disclosure is in accordance with Pakistani law; and (iii) the prior written consent of the non-disclosing Party is procured, which consent shall not be unreasonably withheld;
 - (c) Each Party shall be liable to, and shall adequately indemnify the other, for any breach committed hereof and/or disclosure of any Confidential Information made by its staff.
 - (d) if either Party is requested or required by law to disclose any Confidential Information, it is agreed that the disclosing Party shall provide the non-disclosing Party with prompt notice of such request(s) so that non-disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. It is further agreed that if, failing the entry of a protective order or the receipt of a waiver hereunder, the disclosing Party is, in the written opinion of its counsel, compelled to disclose proprietary information under pain of liability for contempt or other material





censure or material penalty, the disclosing Party may disclose such information without liability hereunder.

- 4.3 Each Party hereto shall cause its officers, directors, employees and agents to (i) comply with the confidentiality obligations set forth herein and (ii) continue to maintain the confidentiality of any information disclosed in connection with this Agreement during their tenor of service with the company and after the termination or dissolution of this Agreement.
- 4.4 Each Party represents that they have implemented and currently maintain an effective security program to protect Confidential Information which program includes: (i) administrative, technical and physical safeguards to ensure the surety and confidentiality of such +C
- 4.5 Confidential Information to protect against any reasonably anticipated threats or hazards to the security or integrity of such Confidential Information and to protect against unauthorised access to or use of such Confidential Information; and (iii) to protect against unauthorised access to or use of such Confidential Information that could result in harm or inconvenience to the disclosing Party, its employees, agents, representatives, or customers.

Article 5 NO LICENSE OR GRANT IN INTELLECTUAL PROPERTY

- 5.1 The Participating Bank acknowledges and agrees that nothing in this Agreement shall be deemed to license or otherwise grant to the Participating Bank any rights, express or implied, in any intellectual property or proprietary rights relating to the Fraud Risk Management Services, or the software that comprises the same.
- 5.2 Nothing contained in this Agreement shall, or shall be construed to, transfer any intellectual property rights of the Participating Bank or its licensors in any product, software or other item to 1LINK. All such intellectual property rights shall at all times remain vested in the Participating Bank or its licensors, as the case may be.

Article 6 INDEMNITY AND LIMITATION OF LIABILITY

- 6.1 The Parties agree that neither Party will be liable to the other whether in contract, tort (including negligence), product liability, statute, equity or otherwise, for (i) any consequential losses; (ii) any loss of reputation or goodwill, whether caused directly or indirectly.
- 6.2 The Parties hereto agree that 1LINK shall not be liable whether in contract, tort (including negligence), product liability, statute, equity or otherwise, for any inaccuracy or error arising within the Fraud Risk Management Services, which error or inaccuracy results from a failure by the Participating Bank or (any other Banking Company that has contracted with 1LINK or the Participating Bank) or system integration to correctly input Transaction Data.
- 6.3 The Participating Bank shall defend, indemnify and hold harmless 1LINK and its directors, officers, agents, employees, subsidiaries and affiliates from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including without limitation any legal fees) arising out of or in connection with the Participating Bank's failure to use the Fraud Risk Management Services as in accordance with this Agreement, or the Participating Bank's failure to enter/provide the Transaction Data accurately and comprehensively in compliance with this Agreement. 1LINK shall provide the Participating Bank with prompt notice of any such claims, allow the Participating Bank full control to the defence and fully cooperate with the Participating Bank in defending the claim.
- 6.4 The Party(s) shall indemnify and hold harmless ("Indemnifying Party") the other Party(s), its directors, employees and agents (together the "Indemnified Parties") from and against any and all claims and actions asserted by a third party for any damages, losses, obligations, liabilities, recoveries or deficiencies, costs and expenses (including, but not limited to advocates' fees and other costs, and expenses incidental to any suit, action or proceeding) that the Indemnified Parties may incur, suffer or bring and which, directly or indirectly, arise out of or relate to the said transaction and/or non-performance by the Indemnifying Party of its respective obligations under this Agreement, caused by gross negligence or wilful malfeasance.



