



**Request for Proposal (RFP) for Acquisition & Implementation
of Work Flow & Document Management System (DMS)**

RFP Implementation Scope: Loan Origination System (LOS)

Khushhali Microfinance Bank Limited

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Islamabad, Pakistan dated, Thursday 16th, February 2023

Subject: Request for Proposal (RFP) for Acquisition & Implementation of Work Flow & Document Management System (DMS)

Dear Sir / Madam:

Khushhali Microfinance Bank Limited (KMBL) hereby invites you to submit a proposal to this Request for Proposal (RFP) for the above-referenced subject.

A firm must submit their proposal as described in this RFP, in accordance with the policies of KMBL for acquisition of a comprehensive Workflow and Document Management System with implementation scope of Loan Origination System (LOS) only. Bank will scale it for other business cases.

The RFP includes the following documents/sections:

- Section 1 – Schedule of Activity & Events
- Section 2 – RFP Introduction and About Khushhali Microfinance Bank
- Section 3 – Evaluation Criteria
- Section 4 – Scope & Requirements
- Section 5 – Payment Terms
- Section 6 – General Terms & Conditions

Please submit your sealed & signed technical & financial proposals through courier in hard form by **1st March, 2023** at the following address:

Manager Procurement
Khushhali Microfinance Bank Limited Plot No. 55-C,
7th Floor, Ufone Tower, Jinnah Avenue, Blue Area, Islamabad.

Kindly note that proposals received after above deadline will not be entertained.

YOURS SINCERELY,

Kashif Sarfraz
Manager Procurement

1. SCHEDULE OF ACTIVITIES & EVENTS

The details are as under:

| S. No. | Particulars | Requirements, Dates and Timelines |
|--------|---|--|
| 1. | Date of issue of the RFP | Thursday 16 th , February 2023 |
| 2. | Address for Communication | Manager Procurement Khushhali Microfinance Bank Limited Plot No. 55-C, 7 th Floor, Ufone Tower, Jinnah Avenue, Blue Area, Islamabad Phone: +9251-111092092 (Ext. 4566) Email: Kashif.Sarfraz@kb.com.pk |
| 3. | Khushhali Microfinance Bank Website | www.khushhalibank.com.pk |
| 4. | Proposal Submission Mode. | Two envelopes bidding procedure 1 envelope containing complete technical specifications/proposal and 2nd with complete financials. Shall appreciate, receiving your quotation (hard copy only) latest by Wednesday, 1st th March, 2023 positively. |
| 5. | Last Date and Time for submission of proposals along with supporting documents (Compliance Sheet, 3rd party software list, Last 5 years Product/ Platform journey [No of years vs no of major upgrades / enhancements], Next 5 years roadmap etc). | Wednesday, 1st th March, 2023 – 5:00 PM Manager Procurement Khushhali Microfinance Bank Limited, Plot No. 55-C, 7 th Floor, Ufone Tower, Jinnah Avenue, Blue Area, Islamabad |
| 6. | Date for Product Demonstration along with product workshop with Technical Presentation and Consultant Interviews | To be notified at a later stage to the eligible vendors |
| 7. | Date for Reference Site Visit for eligible vendors | To be notified at a later stage to the eligible vendors |
| 8. | Award of contract | To be notified later to the selected vendor |

2. ABOUT KHUSHHALI MICROFINANCE BANK

Khushhali Bank is the pioneer & leading microfinance bank of Pakistan. Since the primary target market belongs to rural sector, there is a heavy reliance on Loan Officers & BDOs for:

- i. Creating products' visibility to prospective users
- ii. Customer interaction & engagement
- iii. Sales pipeline & proposal management
- iv. Loan disbursements/Bring deposits
- v. Verifications & approvals
- vi. Collection follow-up
- vii. Retention / repeat sales management

With approx. 2,500 loan officers nationwide, approx. 200 BDOs and an additional 1,300 in operations & support staff, this is a resource-intensive process requiring repeated customer contact & extensive documentation. Processes are manual whereby system input is only available at branch level, with no on-the-go visibility on process status & support requirements w.r.t workflows.

3. RFP INTRODUCTION

The Bank has derived a long-term strategy for transformation of its business / operations. As part of this strategy the Bank wants to implement a standard, renowned and robust Workflow and Document Management System (DMS) to automate the sales processing & documentation requirements, bring Sales force efficiency & effectiveness through system-based controls.

This RFP has been prepared solely to enable Khushhali Microfinance Bank Limited to appoint a suitable vendor for supplying, designing, procuring, installing, commissioning, customizing, testing, implementing, integrating and maintaining of the end-to-end DMS as per requirements of the Bank.

This RFP is for procurement of application and does not cover procurement of hardware. However, the vendor as part of its Technical Proposal is required to give specifications and estimated cost of the hardware including servers, storage media and allied equipment and any 3rd party software, needed to successfully run the system and meet all the requirements of the Bank.

4. EVALUATION CRITERIA

The Technical Proposals shall be evaluated by in accordance with the criteria provided forthwith.

The vendor must obtain 70% marks to become technically eligible and to qualify for financial proposal opening. The ratio of Technical and Financial Proposal is (70: 30) respectively.

4.1. Evaluation of Technical Proposal

For evaluating the competing proposals, the Bank will consider the written responses provided by the vendors, and or any other information obtained by the Bank during presentations and through other sources.

The criteria listed below are presented by major category, so that vendors will know which areas require emphasis in the preparation of their proposals. Vendors should note that these criteria serve as the standard against which all technical information will be evaluated and serve to identify the significant matters which vendors should address.

| Sr. # | Evaluation Factor | Evaluation Aspects | Points | Max. Points |
|-------|---|--|--------|-------------|
| 1 | Number of Offices and Support Facilities in Pakistan including fully functional office in Islamabad. | A fully functional office in a city other than Islamabad. | 50 | 100 |
| | | A fully functional office in Islamabad. | 100 | |
| 2 | Number of implementations of similar solution. | 1 | 30 | 100 |
| | | 2 | 50 | |
| | | 3 or more | 100 | |
| 3 | Maximum time required for complete implementation from the date of award of contract. | More than 6 months | 0 | 100 |
| | | More than 4 months upto 6 months | 50 | |
| | | Upto 4 months | 100 | |
| 4 | Number of permanent staff relevant to the implementation of the solution. (Resume of the staff members will be required with the proposal). | 10+ human resources | 30 | 100 |
| | | 15+ human resources | 50 | |
| | | 20+ human resources | 100 | |
| 5 | Onsite technical support after Go-live till product stability period (Free of cost during stability period). | Three (3) months | 30 | 100 |
| | | Six (6) months | 50 | |
| | | Twelve (12) months | 100 | |
| 6 | 24x7x365 technical support response and resolution times. (The vendor must demonstrate in the proposal how the committed response time will be achieved). | Support response time in 2 or more hours and resolution or work around for severity 1 issues, within 4 hours | 50 | 100 |
| | | Support response time within 1 hour and resolution or work around for severity 1 issues, within 2 hours | 100 | |
| 7 | Onsite technical training for KMBL staff | Five (5) personnel | 30 | 100 |
| | | Ten (10) Personnel | 50 | |
| | | Twenty (20) Personnel | 100 | |
| 8 | Powerful business rules engine to model the business rules, modeling with drag and drop (DMN) preferred. | Available OOTB | 100 | 100 |
| | | Available through 3rd party integration or without DMN | 50 | |
| | | Not available | 0 | |
| 10 | Robust workflow engine with drag-and-drop BPMN 2.0 diagramming | Available OOTB | 100 | 100 |
| | | Available through 3rd party integration or without BPMN | 50 | |
| | | Not available | 0 | |
| 11 | SSO implementation | Available OOTB | 100 | 100 |
| | | Available through 3rd party integration | 50 | |
| | | Not available | 0 | |
| 12 | Digital Signature verification capabilities | Available OOTB | 100 | 100 |
| | | Available through 3rd party integration | 50 | |
| | | Not available | 0 | |

| | | | | |
|-----------------------------|--|---|-------|--------------|
| 13 | OCR capabilities | Available OOTB | 100 | 100 |
| | | Available through 3rd party integration | 50 | |
| | | Not available | 0 | |
| 14 | Scan paper documents | Available OOTB | 100 | 100 |
| | | Available through 3rd party integration | 50 | |
| | | Not available | 0 | |
| 15 | Documents compression capabilities upto 75% | Available OOTB | 100 | 100 |
| | | Available through 3rd party integration | 50 | |
| | | Not available | 0 | |
| 16 | Capabilities of creating multiple mobile and web interfaces against business cases | Self and assisted journey | 100 | 100 |
| 17 | All 3rd party integrations / tools must be part of proposal | Such as databases, OS, Containers, application servers, IDM, Compreseion, scanning, transliteration, OCR, etc | 100 | 100 |
| 18 | Ability to fully meet Functional and non-functional requirements (Business Requirements) as detailed in the Annexure 1 | Consolidation of Business, Security and Technical evaluation | 8510 | 8510 |
| 19 | Product Demonstration / Workshop | 3 to 5 days workshop. During this time bank will share an actual use-case for workshop and the selected vendor will demonstrate the case in their proposed solution. Such as 5-level workflow, 30 + fields on dynamic form with minimum 2 attachments and 2-3 integration | 10000 | 10000 |
| Total Maximum Points | | | | 20110 |

For further details please see the Annexure A.

*Technically responsive vendor, evaluated on the criteria defined in section 4.1.1 from serial # 1 to 17, will be called for 3 to 5 days workshop. During this time bank will share an actual use-case for workshop and the selected vendor will demonstrate the case in their proposed solution. Such as 5-level workflow, 30 + fields on dynamic form with minimum 2 attachments and 2-3 integration.

Minimum qualifying score for technical is 70%.

4.2. Evaluation of Financial Proposal

KMBL shall only open the financial proposals of the vendors who have technically qualified in the technical evaluation. Negotioans will be carried out accordingly. Upon successful negotiations, the selected vendor and KMBL shall execute a contract. Following the contract execution, KMBL shall promptly notify all short-listed vendors, who submitted proposals about the contract award.

4.3. Final Evaluation

Final Evaluation Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

4.3.1 Weightage for the Technical Proposal is 70 percent

4.3.2 Weightage for the Financial Proposal is 30 percent

5 SCOPE AND REQUIREMENTS

5.1 KMBL SYSTEMS & INTEGRATED ENVIRONMENT

Khushhali Microfinance Bank has successfully accomplished the cutover from a legacy Core Banking Application to Temenos (T24) Core Banking System and allied applications which includes, Business Insight (Analytics), AML, Oracle Financials (Enterprise General Ledger) and Oracle EBS (Enterprise Resource Planning) along with the implementation of ATM Switch (IRIS) and a fully functional Call Center for direct communication & support to our esteemed customers. KMBL has its own private cloud hosted in the datacenter, the required DMS will be hosted on KMBL private cloud using Oracle Linux, Dockers with kubernetes and API manager (API connect). The bank has its own SMS & email gateways for communication.

5.2 SCOPE

As part of the Bank's digital initiative KMBL intends to acquire and automate a comprehensive workflow and Document Management System (DMS) which bank team can use to setup and configure new business cases themselves. That will eventually serve as an intranet portal. DMS must have capabilities of creating multiple mobile and web interfaces against numerous business cases. However, implementation scope of the RFP is Loan Origination System (LOS), vendor is expected to acquire below listed functional requirements in there proposal;

To fully leverage the automation of the loan application process, the existing business processes should be optimized to take advantage of technology. The loan origination system (LOS) platform should be designed to electronically collect loan application information directly from customers through loan officers in the field, while also incorporating necessary verification and approval workflows. To fully digitize the process, the LOS platform should be integrated with the KMBL system for data utilization and other tasks. In the LOS platform, loan data should be captured and all necessary validations and approvals should be made before the data is transmitted to the KMBL core banking system (T-24) post successful sanctions screening through FCM & T-24 for loan disbursement.

KMBL should provide real-time data updates into the central repository of the LOS platform through APIs, including customer information, and blacklist (sanction lists and defaulters) information, and loan information. This data should be used by the LOS platform for daily loan application processing and should include existing customer details and previous loan information.

1. Loan Origination System

- **Application capture and processing:** should have the ability to capture and process loan applications, including data entry and validation, and should have the ability to upload and attach supporting documents. The data capturing of CNIC information, NADRA, CIR, Risk Rating/

Credit Score, CHAR/KMBL data base, T-24, etc. to be automated to eliminate manual input and data accuracy.

- **Credit scoring and underwriting:** should have the ability to perform credit scoring and underwriting, including integration with credit bureau data and the should have the ability to perform manual underwriting.
- **Document management:** should have the ability to manage and store loan-related documents, including the ability to scan, index, and archive documents, and to retrieve and view documents as and when needed.
- **Product Management:** System should have ability to Product wise collateral management, Product wise workflows & approval matrices, Product wise data/doc customizations, TAT monitoring.
- **Compliance and regulatory checks:** ability to oversee compliance and regulatory checks as 2nd line of defense on business as 1st line of defense, blacklisting (sanctions screening related only) checks, including compliance with anti-money laundering/Combating Financing of Terrorism/Combating Proliferation Financing (AML/CFT/CPF), know-your-customer (KYC) regulations and internal risk frame work of KMBL.
- **Decisioning and approval:** should have the ability to make loan decisions and approvals, including the ability to route applications for review and approval escalation at multiple levels, and to generate and send decision letters to applicants.
- **Tracking and reporting:** should have the ability to track the status of loan applications, exceptions and to generate reports on loan origination performance. Also, the system should be capable of meeting the Reporting Requirement as per KMBL`s reporting framework/guidelines.
- **Integration with other systems:** should have the ability to integrate with other internal and external systems such as k-score, blacklisting module, FCM, OAP, ECL engine, bureau systems, data warehouse system and core banking system etc. for data exchange and to perform other tasks such as credit decisions.
- **Customer blacklisting system:** should have the ability that helps KMBL manage and prevent high-risk customers from obtaining loans or credit. It typically involves creating a database of customers who have been blacklisted or flagged for various reasons such as past fraudulent activities, non-payment of previous loans, or other negative credit history. Certain user profile should have right to add/remove the blacklisting files too.
- **Exceptions:** Should have ability to manage exceptions i.e. to identify and route the exceptions to relevant authority, store/save record of such exceptions.
- **Data security:** should have the ability to ensure the security and integrity of loan-related data, including encryption and backups of data. also, the system should be capable of meeting the Information Security Access Control requirements of KMBL.
- **Document Automation:** should have the ability to capture and share legal documents and agreements, such as promissory notes, mortgages and deeds, automatically based on the loan application data.
- **e-Signatures:** should have the ability to capture electronic signatures on loan-related documents, ensuring compliance with legal requirements.

- **Document Retrieval:** should have the ability to retrieve and view loan-related documents, even after the loan has been closed.

2. Sales Force Management system

- **Contact management:** should have the ability to store and organize information about customers and prospects, including contact information and notes about previous interactions.
- **Lead management:** should have the ability to track and manage leads, including assignment to sales reps, and tracking of lead status.
- **Sales forecasting:** should have the ability to generate sales forecasts based on historical data and current pipeline information.
- **Post disbursement loan monitoring/verification:** system should allow to tag loans for post-disbursement verification and save the results of such verifications in system.
- **Sales reporting and analytics:** should have the ability to generate reports and perform data analysis to track sales performance and identify trends.
- **Mobile access with geo fencing and geo tagging:** should have the ability to access the system from mobile devices, allowing sales reps to update information and access customer data while on the go. Helping sales managers to track loan officer's geographical location and tag certain areas as per requirement
- **Integration with other systems:** should have the ability to integrate with other business systems, such as accounting and customer relationship management (CRM) software.
- **Sales automation:** should have the ability to automate repetitive tasks, such as sending follow-up emails or scheduling appointments, to improve efficiency and productivity.
- **Access control:** should have the ability to control access to the system based on user roles and permissions.
- **Data security:** should have the ability to ensure that customer data is secure and protected from unauthorized access

3. Collection And Recovery Management System

- **Delinquency Management:** should have the ability to manage and track delinquent and PTP marked customers, should also have the ability to set up and manage collection queues, and to assign accounts to collection agents.
- **Communication Management:** should have the ability to manage and track communication with delinquent customers, should also have the ability to send automated or manual communications such as letters, emails, phone calls and SMS.
- **Payment Processing:** should have the ability to process and track payments, should also have the ability to accept payments online, by phone, mobile banking , internet banking , ATM etc.
- **Collection Strategies:** should have the ability to implement and manage different collection strategies, such as skip tracing, legal action, negotiations and Intimation for legal recourse for collateral realization.

- **Workflow Automation:** should have the ability to automate collection tasks, such as account assignments, payment reminders, and follow-up actions.
 - **Reporting and Analytics:** should have the ability to generate reports on collection performance, including metrics such as recovery rate, average time to collect, and agent performance. Must include an audit trail with a report generated for audit.
 - **Integration with other systems:** should have the ability to integrate with other systems, such as accounting and customer relationship management (CRM) software, for data exchange and to perform other tasks such as credit decisions.
 - **Data security:** should have the ability to ensure the security and integrity of customer and collection-related data, including encryption and backups of data.
 - **Access control:** should have the ability to control access to the system based on user roles and permissions.
 - **Compliance:** should have the ability to ensure compliance with relevant regulations and laws as directed by SBP
 - **Legal action management:** should have the ability to manage and track legal actions and court cases, including the ability to assign cases to legal representatives and track their progress.
 - **Debt Recovery:** should have the ability to track and manage the recovery of debt through different channels such as negotiation, settlements, or legal action.
 - **Credit Bureau reporting:** should have the ability to report and update credit bureau with the status of delinquent accounts and their recovery status.
4. **User Managemnet**
 5. **Application And Detailed Data Entry**
 6. **Product Configuration and Management**
 7. **Credit Evaulution/ Rating**
 8. **Eligibilty & Analysis**
 9. **Evaluation**
 10. **Document Management**
 11. **User Workspace**
 12. **Colleateral Management**
 13. **Verification Management**
 14. **Exception Handling**
 15. **Loan Document**
 16. **Disburement**
 17. **Post Sanction Follow Up**
 18. **Notification Management**
 19. **T24 & Third-Party Ingegration**
 20. **Reports / MIS & Dashboard**

For further details please see the Annexure A.

The proposed solution should be agile, customizable and ability to integrate with various internal applications, middleware technologies, and KMBL external partners with minimum efforts (preferably,

requiring zero coding skills and comes with bundled front-end integrated development environment (IDE). The proposed solution must duly meet the business requirements as specified in this RFP.

5.3 SOLUTION DESIGN REQUIREMENTS

The Vendor must ensure that the Bank has complete access (across all logical levels) to all the solutions deployed by the vendor. The Bank requires the architecture to have at least the following capabilities/features;

5.3.1 Modular and multi-tier architecture

The Solution architecture should be open and multi-tiered (e.g. presentation layer, business logic layer and data layer as independent tiers with well-defined interfaces between the layers) with a modular object / Micro-services oriented component based design using the latest cutting edge technology and Service Oriented Architecture best practices.

5.3.2 End to end IT Architecture

The solution design should be compatible with current IT architecture and cover the following:

- End to end solution architecture
- End to end integration architecture
- End to end implementation architecture

5.3.3 Data Transfer between systems

In the proposed solution the data transfer from one process to another or from one application to another, particularly with respect to critical or financial applications, should not have any manual intervention in order to prevent any unauthorized modification. The process needs to be automated and properly integrated through — Straight Through Processing methodology with an appropriate authentication mechanism and audit trails.

5.3.4 24 X 7 X 365 availability

The Critical Business Solutions and other proposed solution design and deployment architecture should be such that the system is available to users 24 X 7 X 365 days a year without any down-time including for daily, monthly/quarterly/half-yearly or annual closings, system maintenance, backups, data warehousing data mining, report generation, MIS generation, and while running batch processes. Further, activities such as Patch management should also not entail downtime.

5.3.5 Integrity of Application

Vendor should provide application integrity statements in writing certifying for reasonable level of assurance about the proposed applications and solutions and it being free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the applications being delivered as well as any subsequent versions/modifications done thereafter).

5.3.6 Stress Test

Vendor has to conduct and share results of stress / load testing with the Bank prior to go live of the

application. Further the Bank may carry out various quality tests (including functional / non-functional) before final acceptance of the system. Test Cases along with testing results for tests completed by the vendor for its proposed solution.

5.3.7 Project Tenure

The contract tenure will be from the date of acceptance of the Purchase Order till full completion of activities/warranties under scope of this RFP unless otherwise mutually agreed upon between the Bank and the selected Vendor.

5.3.8 Proposed Project Plan along with Total Man Days (Efforts)

The vendor will provide KMBL, a high level project plan with phases, milestones and activities defined for execution & tracking as part of the proposal. Total man days' efforts must be reflected through the activities defined in the project plan. Moreover, after vendor onboarding a detail micro level plan will also be required.

5.3.9 Zero Downtime and Data Loss Strategy

The Vendor needs to furnish HA & DR capabilities to design the zero downtime and zero data loss strategy for DC and DRC. The DRC has to be sized at 100% capacity (Compute and storage) of the DC.

5.3.10 Data Migration

Data migration is subjected to Business use case. But if required then, the Vendor will be responsible for successful data migration of all existing loan and their data from the existing LOS and other systems to the new LOS. Complete data in the existing and legacy systems will be migrated to the proposed LOS with no exception. The Vendor will need to migrate all the master data and transactional data from existing and legacy systems to the proposed system. The Vendor will also perform the data mapping exercise along with the Bank. The extract of the data from the existing systems will be done by the Bank based on the agreed upon formats.

The overview of the Vendor's tasks is as follows:

- i. Assisting in formulating the Data Migration strategy and Data Migration process documentation
- ii. Performing data mapping exercise between the existing solutions Vs proposed Solution
- iii. Providing checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity
- iv. Transform and Load the data into the proposed LOS and the other related data storage for the Vendor's proposed solutions to function correctly.
- v. Masking of the data as required by the Bank.
- vi. Performing data cleansing and removing data insufficiency while migrating to the proposed LOS and the other related solutions

5.3.11 Roll-Out

The roll-out strategy should take care of the entire roll-out and stabilization period and would be approved by the Bank before its implementation.

The Vendor would be completely responsible for the roll-out strategy, design, implementation, testing and maintenance during the co-existence period. The Vendor has to provide a suitable solution for implementation and managing the transition during the migration of the existing data to the proposed solution. The migration of data will include (but not limited to) all customer data (including its 360-degree relationship with the Bank). The roll-out solution should be such that there is no impact on the Bank’s customers.

The Vendor has to ensure that any changes that may be required by the systems are discussed and agreed upon with the Bank. The Vendor shall provide necessary technical assistance to the Bank’s IT team, if required, to prepare for the smooth transition from the Bank’s existing solutions to the proposed solution, during the transition.

5.3.12 Training

The Vendor is required to provide training to the Bank’s personnel on the complete solution and also provide a training schedule and furnish training details and material for training. Exhaustive training of technical and non-technical staff is a must requirement.

5.3.13 Software Warranty

The Vendor will be the single point of contact and responsible for, guarantee & warranty for all components, of software, etc.

5.3.14 Manual /Documentation

Soft copies of User and Technical manuals are to be provided for all the functionalities /modules /hardware /tools proposed for the Solution separately. In addition, online help with search option has to be made available for all users for all applications. Data dictionary for databases of application.

5.4 FUNCTIONAL REQUIREMENTS

Note: The following section contains a compliance sheet that the Vendor must completely fill and submit the completed list along with the proposal. In case, the vendor needs to add any comments, please add another column in the compliance sheet. All requirements are made part of the Compliance sheet which vendor needs to submit with their proposal.

Any other Functional/Non-Functional and technical requirements, which are necessary for the successful End-to-End Solution, will be part of this RFP. The Vendor will be responsible to explore any deficiency of requirement and to incorporate it. The Vendor would be required to complete all the business requirements before the UAT. Vendor is required to explain in detail how it will meet the requirements (either by configuration or customization). In addition, Vendor shall assign each requirement/feature a score from 0 to 10.

| Score | Description |
|-------|-----------------|
| 10 | Fully Compliant |

| | |
|---|--|
| 5 | Partially compliant through a workaround or 3 rd party software requirement |
| 0 | Non-compliant |

5.5 TECHNICAL REQUIREMENT

5.5.1 Infrastructure Design, Components, and Sizing Requirements

5.5.1.1 The Solution architecture should be open and multi-tiered (e.g. presentation layer, business logic layer, and data layer as independent tiers with well-defined interfaces between the layers) with a modular object / Micro-services-oriented component-based design using the latest cutting-edge technology and Service Oriented

5.5.1.2 Vendor should provide options for cloud-native solutions that can satisfy the flexibility of seamless deployment and movement across different clouds including private and public clouds /data centers if needed.

5.5.1.3 System availability and redundancy shall be a prime design driver.

5.5.1.4 Consider best practices and standards for integration between different components provided in the solutions, avoid hard coupling/coding between components, and point-to-point integration

5.5.1.5 Failover strategy for DR must be provided and considered also mention DR synchronization strategy.

5.5.1.6 Solution should be a configuration-based agile solution with the ability to instantiate instances with the minimum effort and cost. In addition to the ability to add any missing functionalities as required or corporates in a plugin fashion.

Production

All applications, DB's, or associated components or services must be deployed in a cluster environment with session maintenance, in case of hardware or software or component or service failure production system should not be impacted.

This would be a pre-go live environment to ensure the application is configured and functioning correctly in a production environment before end users start using the application.

This activity will be performed by the IT & Network operation team with support from the Infrastructure team, implementation teams, QA testing team, and Business Users.

Internal Security Team will perform vulnerability testing in a pre-live environment and share their finding and vendors make sure to address all those vulnerabilities on time.

Go-live will be approved by management on completion of all security vulnerabilities.

Disaster Recovery (DR)

Once the Production is ready, it's mandatory to prepare the disaster recovery site along with the failover/switchover strategy and the vendor must be aligned with the business requirement, this is the vendor's responsibility to define the DR strategy and make sure to verify the failover/switchover. DR site must be a replica of the PR site

UAT

It's the vendor's responsibility to prepare UAT as per business requirements considering the PROD site and make sure the UAT environment must be a replica of the prod site.

It's mandatory to provide documentation with a step-by-step guide, document should include SOPs, product documents, deliverables during the project phase, and training material.

The objective of UAT is to assure business user groups that the functional and non-functional requirements of the targeted product are aligned with business requirements. UAT environment must be a replica of production to avoid any confusion.

Development / SIT

SIT environment will be prepared by the vendor however bank will provide hardware as per available resources

5.6 INFORMATION SECURITY REQUIREMENT

For further details please see Annexure A. Infosec requirements are listed in compliance sheet on Security tab

5.7 MAINTENANCE SUPPORT CONTRACT

KMBL intends to acquire maintenance support contract after go-live of DMS. Selected Vendor will be required to share the draft of the contract for KMBL review as part of the proposal.

5.8 INSTRUCTION TO VENDORS

5.8.1 Initial Screening

KMBL will conduct an initial screening/qualifying step to verify Vendor compliance with submission requirements. A proposal that fails to satisfy the minimum standards shall be considered nonresponsive and disqualified from the proposal evaluation process.

5.8.2 Performance Guarantee

The successful Vendor shall provide an unconditional and irrevocable performance guarantee issued by a scheduled bank in Pakistan equivalent to 10% of the total contract value.

This guarantee should have a validity of one year from the completion of the services under this RFP.

5.8.3 Vendor Response To RFP

To respond to this RFP, the Vendor is required to submit Technical and Financial Proposals separately. Technical Proposal should comprise of following:

- a. Profile of the Vendor
- b. Details of the Work flow and Document Management System (DMS), functions, structure etc.
- c. Client references (with contact information) where Vendor has implemented LOS and DMS successfully
- d. Response of vendor to the technical evaluation criteria
- e. Solution Design (including modules to be implemented)
- f. Response to the requirements mentioned in Compliance sheet
- g. Methodology to be followed for all in scope activities
- h. Proposed high level co-existence strategy (if applicable) and implementation plan
- i. Detailed project plan for the implementation activities in scope
- j. Detailed CV's of the proposed project team
- k. Integrity statement that application is free from bugs and error
- l. Specification and estimated cost of hardware needed to successful run the application and meet Bank's requirements
- m. Specimen agreement to be signed with the successful Vendor
- n. Draft of the Maintenance Contract
- o. Any other document required as part of the qualifying process.

Note: The Bank's nominated personnel will visit and get the feedback from the customer referenced by the Vendor. The Vendor has to arrange the reference visit.

5.8.4 VENDOR'S RESPONSIBILITY

- a. Implementation of the required solution
- b. Development of functional/non-functional use cases
- c. Integration with KMBL systems, applications.
- d. Preparing the project Implementation plan
- e. Development on KMBL dev environment and deployment over SIT, UAT and support over Proddeployments
- f. Providing trainings to KMBL technical staff
- g. Providing documentation of the project including but not limited to, proposed architecture (Low level design & block diagram), configuration manuals.
- h. Ensuring availability of resources as per the project plan
- i. Ensuring technical support till product stability
- j. Providing Bugs/Issues fixes

5.8.5 VENDOR'S SOLUTION DEMONSTRATION

Technically responsive vendor, evaluated on the criteria defined in section 4.1.1 from serial # 1 to 17, will be called for 3 to 5 days workshop. During this time bank will share an actual use-case for workshop and the selected vendor will demonstrate the case in their proposed solution. Such as 5-level workflow, 30 + fields on dynamic form with minimum 2 attachments and 2-3 integration.

6 PAYMENT TERMS

Payment schedule may be finalized after mutual agreement at the time of contract signing.

7 TERMS & CONDITIONS

7.1 GENERAL

Bank expects the Vendors to adhere to the terms of this RFP and would not accept any deviationsto the same. If the Vendors have absolutely genuine issues only then, they should provide in writingtheir nature of non–compliance to the same. Bank may consider the non-compliance and at its solediscretion accept or reject the deviations. Bank reserves its right to not accept such deviations to theRFP terms and in that case the Vendor shall be bound to comply with the terms.

Bank intends that the Vendor appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project, **Joint venture and subcontracting is not permissible.**

Bank expects the Vendor to comply with non-disclosure of any specific development/customization done for the Bank and the Bank will have the rights to claim the Intellectual Property for such development/customization.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Vendor, the RFP shall be the governing document for arrangement between the Bank and the Vendors. Any additional or different terms and conditions proposed by the Vendor would be accepted if expressly assented to in writing by the Bank. Decision of the Bank shall be final and binding. This RFP will be the integral part of the contract.

The Bank will enter into a contract with the Selected Vendor. The Selected Vendor will assume complete responsibility for the delivery of products and services as per the requirements of the RFP. Bank willplace all orders for products and services on the Selected Vendor. Bank will not accept any deviations in this regard.

The Bank at its sole discretion may extend the proposed components and services during the tenure of the Contract. The costs will be on a pro-rata basis as quoted by the Vendor.

The Bank may consider an End User License Agreement (EULA) with one or more software OEM/s. Hence in that case the Bank shall not procure the respective licenses and Annual Technical Support (ATS) from the selected vendor. However, the selected vendor will be responsible to all the related services and software required to fulfill the scope of this RFP.

7.2 INDEMNITY/SETTLEMENT OF CLAIM/COMPENSATION

The Vendor hereby indemnifies the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as —Personnel) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Engaging the services of the successful Vendor and entering in to this arrangement

- Bank's authorized/bona fide use of the Deliverables and/or the Services provided by the Vendor under this RFP; and/or
- an act or omission of the Vendor, its employees, or agents, in the performance of the obligations of the Vendor under this RFP; and/or
- claims made by employees of Vendor, who are deployed by the Vendor, against the Bank; and/or
- breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations by the Vendor contained in this RFP; and/or any other NDA/agreement executed in this behalf and/or
- Gross Negligence or willful misconduct attributable to the Vendor or its employees.
- The Vendor shall at its own cost and expenses defend or settle any claim against the Bank that the deliverables and services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
 - Notifies the Vendor; and
 - Cooperates with the Vendor in the defense and settlement of the claims to a reasonable extent.
- The Vendor shall compensate the Bank for such financial DMSs, direct, indirect and/or remote, suffered by the Bank if the Vendor fails to fix bugs, provide the modifications/enhancements/customization as required by the Bank as per the terms and conditions of this tender and subsequent Agreement and to meet the service levels.

7.3 LIABILITY

- a. The Parties acknowledge that circumstances may arise where on account of a breach by the Vendor of the terms of this RFP and subsequent Agreement, or other contractual or tortious claim, the Bank may be entitled to damages from Vendor.
- b. In each such instance, Vendor's aggregate liability shall be subject to an overall limit of the Total Cost of the Project for the contract period.
- c. The limits specified in Sub-Clause (b) above shall not apply to liquidate damages claim by the Bank on any account and other claims relating to the DMSs of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Vendor.
- d. Notwithstanding any limits to be prescribed under an agreement to be entered into with the Vendor and subject to indemnification and procedures, the Vendor should indemnify the Bank and its affiliates, officers, directors, employees, agents, successors and assignees at its expense by paying all cost, damages and attorney fees that a court awards or that are included in the settlement approved by the Vendor arising out of any claim based upon or in connection with any allegation of infringement by the Vendor any third party

intellectual right. In circumstances where the Vendor indemnifies the Bank against any claims of infringement of any IP rights, the Vendor must at its own expense promptly;

- Procure the unrestricted right for the Bank to continue using and receiving the same; or
 - Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of deliverables or services or prejudice their compliance with their terms of the specifications or requirements of RFP; or
 - Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP.
- e. If Vendor is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forth with the agreement without any notice.
- f. Subject to the obligations of the Vendor under Clause regarding indemnity hereof, the Bank acknowledges that the Vendor shall not incur any liability to any third party on account of the acts or omissions of the Bank in carrying on its banking business.

7.4 TERMINATION OF CONTRACT

The Bank reserves the right to terminate the contract placed on the Vendor in the following circumstances: The Vendor commits a breach of the terms and conditions of the RFP/Contract and fails to remedy such breach for a period of 30 Business Days, following receipt of written notice from Bank specifying the breach or breaches set out below:

- a. Failure to furnish the performance guarantee within 21 days after the execution of the Contract Agreement.
- b. Delay or deficiency in the completion or implementation of the Project or any activity contemplated under this RFP and subsequent Contract within the applicable time schedules.
- c. Non- conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post- delivery audit or otherwise.
- d. Serious discrepancy in the quality of service/ software expected during the implementation, rollout and subsequent maintenance process.
- e. An Insolvency Event occurs in relation to the Vendor or it ceases to carry on its business or substantially the whole of its business; or
- f. There is a change of control of the Vendor (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the aggregate of all voting equity interests in the Vendor) and the person or persons acquiring control of the Vendor are persons whom Bank reasonably considers to be competitors of Bank or organizations about which Bank has reasonable grounds for believing will not be able to meet the material obligations contained in the proposal /contract.
- g. The vendor hereby agrees that in case of change in its ownership or management, be it in terms of acquisition, merger or any other mode that may result in direct or indirect change in shareholding structure of the vendor, the same shall be promptly and in any case, not later than 3 days from the date of such change, notified to the Bank. The vendor further

undertakes that in such an eventuality, these terms shall remain unaffected and in full force and have no effect whatsoever and that all schemes/deliverables and services shall continue uninterrupted and in the same manner as agreed inter-se the parties and further warrants to keep and hold the Bank absolutely harmless and indemnified against any damage, cost, loss, delay, risk, action etc. whether threatened, anticipated or actual, direct and/or indirect, that may ensue in case of such event.

- h. The vendor understands and acknowledges absolute compliance of these terms and declares that it is fully authorized and empowered to enter into such arrangement with the Bank and that no legal or customary bar prohibits the vendor into agreeing and carrying out these covenants and that it has obtained all necessary approvals, if required under the law, regulation etc. in this behalf. The vendor further declares that in case of a law and/or regulation framed in the future that may prohibit or restrict the vendor from discharge of its obligations as laid, the same shall have no impact on these terms and shall not come in way of deliverables and or timelines agreed herein.
- i. The Bank also reserves the right to cancel the AMC or ATS and terminate the respective agreements for the same, if the Services provided by the Vendor are not satisfactory and recover any payment made by the Bank for the provision of AMC ATS, not rendered to the Bank. In the event of any deficiency, defect or inadequacy of the Deliverables or Services, provided by Vendor to the Bank, the Bank reserves the right to procure the same or similar Deliverables or Services, from alternative sources at the risk, cost and responsibility of the Vendor.
- j. In the event that Vendor does not perform satisfactorily or there is a delay in the performance of its obligations under the proposal, the RFP, the AMC or the ATS, the Bank reserves the right to source the remainder of the Deliverables and Services from another entity of its choice by giving three months' notice of the same to Vendor. In the event of a termination of the contract by Vendor in accordance with the above terms, Vendor shall fully compensate the Bank for any expenditure incurred by the Bank in executing or obtaining the execution of the remainder of the Project.
- k. In the event of a termination of the Contract by the Bank, the Vendor shall do all such acts or deeds as may be required to fully compensate the Bank for all expenditure incurred by the Bank in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Bank following such termination. The Bank shall not bear any liability in this regard. If the agreement is cancelled during the term of the AMC or ATS, if contracted, the Bank shall deduct payment on pro-rata basis for the unexpired period of the Contract.
- l. In the event of the Bank communicating its intention to terminate the Contract, Vendor shall continue to render such Services as it is required to under this RFP/Proposal and subsequent Contract, including but not limited to support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Bank indicates that it has been able to make alternative arrangements for the provision of such

Services, in accordance with the terms, including those pertaining to payment, contained herein.

- m. The Bank may terminate the agreement with immediate effect without assigning any reason and without service of prior notice, however the rights of the Bank that accrue in such an eventuality, as envisaged above shall remain unchanged and intact. The Vendor nevertheless shall not claim any compensation, damage etc. or any other right to challenge/question such termination.
- n. Any other reason.

7.5 OTHER RIGHTS OR REMEDIES

Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the contract including the invocation of the performance guarantee by the Bank, and does not affect any accrued rights or liabilities of either Party at the date of termination.

7.6 EFFECTS OF TERMINATION

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Bank terminates any Part of the Project, the parties shall continue to perform their respective obligations under the contract in connection with that portion of the Project in respect of which there has been no termination.

7.7 CONSEQUENCE OF TERMINATION

If Bank terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the Vendor as a result of such termination, other than:

- a. the charges or any other amounts due to Vendor up to the date of termination;
- b. amounts payable for any Services already performed at the date of the termination;
- c. amounts payable for Services yet to be performed but which the parties agree not terminate;
- d. In the event of partial termination, amounts payable for other portions of the Project.

7.8 ACCEPTANCE TESTING

Bank will carry out the acceptance tests for testing for system/ software and services supplied by the Vendor as a part of the DMS project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank.

Vendor shall inform their readiness for any pre/post-delivery inspection at least 15 days in advance. All reasonable facilities, tools and assistance including access to System, documentation and data should be provided to Bank officials and the consultants during inspection. There shall not be any additional charges for such inspection.

There will be an acceptance test by Bank or its nominated representatives. In case of discrepancy in software supplied and services, Bank will invoke Liquidated Damages which will be equal to the **5 times of the total value of the contract under this RFP.** Bank also reserves the right to cancel the entire contract. The test will be arranged by the Vendor at the sites in the presence of the officials of Bank Consultants and / or its representatives. The warranty for (software provided by the Vendor pursuant to this Agreement) will commence after acceptance testing.

The Installation cum Acceptance Test and Check certificates jointly signed by representative of the Bank and official or any consultant / auditor appointed by Bank will be received at the office of Bank along with Vendor invoice for scrutiny before taking up the request for consideration of payment.

7.9 THE VENDOR WILL ALLOW:

- a. **To Use.** (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank;
- (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting users.
- b. **To Copy.** (i) to copy the Software that operates on server systems to support the maximum number of Users (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.
- c. **To work as interface:** (i) to work with other Application Software packages at the Bank as interface;
- (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.
- d. **Delivery:** The Vendor, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Vendor is required to deliver the detailed technical design documents of the end state solution deployed at the Bank. The Vendor, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Vendor, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Vendor after developing workaround and customization codes outside the core software application package shall deliver to the Bank required copies of the source code and object code version of the work around components and the associated Program Documentation including operational manual and training manual. The operational

manual shall be provided by the Vendor under help menu in the software as dynamic online documentation/help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

- e. **Rights:** The Vendor shall ensure that the equipment (including software) does not infringe third party intellectual property rights.

Wherever the Bank proposes to procure Enterprise wide licenses, such licenses should have no restriction or limitation on the number of branches, offices, locations, users, transactions, policies, claims, environments.

7.10 COMPLIANCE WITH LAWS

Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/ personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court and arbitration awarded damages and shall include indirect, consequential and incidental damages as well. Indemnity would also cover damages, DMSs or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

7.11 ASSIGNMENT

The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including Vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP.

7.12 INSPECTION OF RECORDS

All Vendor records with respect to any matters covered by this tender shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

7.13 PUBLICITY

The Vendor shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Bank regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Bank. The Vendor shall not, use the Bank's name as a reference, without the express written permission of the Bank first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Bank agrees not to use the Vendor's trade or service marks without the Vendor's prior written consent.

7.14 VENDOR'S LIABILITY

The Vendor's aggregate liability in connection with obligations undertaken as a part of the this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. However, if the Bank claims liquidated damages on any account or the Vendor's liability in case of claims by the Bank resulting from misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor as part of this RFP. In no event shall the Bank be liable for any direct, indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

7.15 MONITORING AND AUDIT

Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Vendor shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the Vendor.

7.16 GUARANTEES

Vendor hereby guarantees that the software and allied components used to service the Bank are licensed and legal. All software must be supplied with their original and complete printed documentation. The Vendor also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary. Vendors have to note that the software warranty starts from the date of implementation and go live of the software.

7.17 FORCE MAJEURE

The Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include Acts of God or of public enemy, acts of Government of Pakistan in their sovereign capacity and acts of war, revolution, civil commotion, riots, natural calamities, etc.

If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within 24 hours. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform Vendor's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Vendor shall hold consultations in an endeavor to find a solution to the problem.

7.18 GOVERNING LAW

This RFP document shall be governed and construed in accordance with the laws of Pakistan. The courts of Islamabad alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document.

7.19 CORRUPT AND FRAUDULENT PRACTICE

Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

Fraudulent Practice means a misrepresentation of facts in order to influence a procurement processor the execution of contract to the detriment of the Bank and includes collusive practice among Vendors (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a Vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.20 SERVICE LEVEL AGREEMENT

Selected Vendor shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this tender.

7.21 LIQUIDATED DAMAGES

Inability of the Vendor to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the Liquidated Damages clause. The proposed rate of *Liquidated Damages would be 0.5% of the entire project cost/TCO per week of delay or non-compliance*. Bank at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

The maximum amount that may be levied by way of *Liquidated Damages pursuant to clause above shall not exceed 5 times of the Total Contract value.*

7.22 RFP OWNERSHIP

The RFP and all supporting documentation/templates are the sole property of the Bank and should not be redistributed, either in full or in part thereof, without the prior written consent of the Bank.

Violation of this would be a breach of trust and may, inter-alia cause the Vendor to be irrevocably disqualified. The aforementioned material must be returned to the Bank when submitting the Vendor proposal, or upon request. In case the Vendor is not interested in responding to the RFP, the RFP documents and any appendices must be returned to the Bank immediately.

7.23 PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the Vendor shall become the property of the Bank unless the Vendor specifically requests, in writing, that the proposal and documentation be returned or destroyed.

7.24 CONFIDENTIALITY

Confidential Information means any and all information that is or has been received by the Vendor (—Receiving Party) from the Bank (Disclosing Party) and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is Disclosed in circumstances where the Receiving Party would reasonably understand that the Disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. disclosing

Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc. or any existing or future plans, forecasts or strategies in respect thereof.

Confidential Materials shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information Disclosed pursuant to this clause will be subject to confidentiality forever.

Nothing contained in this clause shall limit the Vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Vendor shall at no point use the Bank's confidential information or Intellectual property.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosed Party howsoever obtained

and agrees that it shall not use the Bank's confidential information or IPR, without obtaining the written consent of the Bank.

7.25 DISCLOSING PARTY

The Disclosing Party shall Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of the project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects. In maintaining confidentiality hereunder, the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:

Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent Disclosure.

Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.

Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, so involved to protect the Confidential Information and materials in the manner prescribed in this document.

Upon discovery of any unauthorized Disclosure or suspected unauthorized Disclosure of Confidential Information, promptly inform the Disclosing Party of such Disclosure in writing and immediately return to the Disclosing Party all such information and materials, in whatsoever form, including any and all copies thereof.

The Receiving Party who receives the Confidential Information and Materials agrees that on receipt of a written demand from the Disclosing Party, immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control. To the extent practicable, immediately furnish a certificate signed by its

director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with

The rights in and to the data/information residing at the Bank's premises, even in the event of disputes shall at all times solely vest with the Bank

The Vendor represents and agrees that during the term of this RFP and subsequent contract or until the Bank takes over the Deliverables from the Vendor, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross willful misconduct of the Bank or any of its personnel as certified jointly by the Bank and Vendor. In such an event, the Vendor shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP.

The restrictions in the preceding clause shall not apply to:

Any information that is publicly available at the time of its Disclosure or becomes publicly available following Disclosure (other than as a result of Disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to Disclosure the same.

Any Disclosure required by law or by any court of competent jurisdiction, the State Bank of Pakistan or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such Disclosure provided that, so far as it is lawful and practical to do so prior to such Disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the Disclosure or otherwise agree to the timing and content of such Disclosure.

The Confidential Information and Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its Disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document or subsequent agreement.

Confidential Information is any and all proprietary information disclosed by one party to the other. Confidential Information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Bank's data values stored in computers will be considered Confidential Information whether or not marked as such. As the selected Vendor will have access to Bank specific information/acquire business related knowledge which are sensitive, confidential etc., the Vendor is required to acknowledge that vendor not to disclose or part with any information relating to the Bank or its customers, vendors etc. to any person/s for any reason whatsoever. The successful Vendor shall also undertake to keep confidential all information (written or oral) concerning all facts of the business of the Bank, which

has been obtained or understood during the course of the assignment. The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Vendor and the Bank.

7.26 TECHNOLOGICAL ADVANCEMENTS

The Vendor shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase/decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

7.27 INTELLECTUAL PROPERTY RIGHTS

The Vendor claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor.

If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

7.28 ESCROW MECHANISM

The Bank and the Vendor shall mutually agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code (for any custom development carried out by the Vendor) for proposed Work flow and Document Management System (DMS) by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent at its entire discretion which shall be final and binding on the Vendor. The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the escrow will be borne by the Bank. As a part of the escrow arrangement, the final selected Vendor is also expected to provide the source code along with detailed source code documentation (including data structure) of the software solution.

Annexure A.

A compliance sheet can be accessed from the below-mentioned URL:

<https://www.khushhalibank.com.pk/sites/default/files/2023-02/compliance-sheet-RFP-bidding.xlsx>