



CORREGENDUM

TENDER NOTICE No.PO/CPD/IT/Takaful/36/2025

**FOR HIRING OF A BUSINESS PROCESS OUTSOURCING (BPO)
SERVICE PROVIDER TO MANAGE VOLUNTARY PENSION
SCHEME (VPS) BACK-OFFICE OPERATIONS, STATE LIFE.**

Technical and financial bids are invited in accordance with PPRA rules (through EPADS) under the “Single Stage – One Envelope Procedure”, from well reputed firms for hiring of services as mentioned above. The firms shall be registered with the relevant tax departments, have their own office and phone number.

Title of Work	Last date & time for submission of bids	Date & Time for Opening of Bids
FOR HIRING OF A BUSINESS PROCESS OUTSOURCING (BPO) SERVICE PROVIDER TO MANAGE VOLUNTARY PENSION SCHEME (VPS) BACK-OFFICE OPERATIONS, STATE LIFE (details as per the tender document)	18-08-2025 till 11:00 am	18-08-2025 At 11:30 am

- Tender Notice along with Tender Document can be seen/ downloaded from PPRA website i.e www.ppra.org.pk also tender notice along with tender document has been uploaded on EPADS system and State Life website i.e www.statelife.com.pk as well.
- Bids will be received only from those firms who are registered with PPRA for e-procurement on E-PADS system.
- Filled tenders must be submitted through EPADS latest by 18-08-2025 before 11:00 am. Bids will be opened on the same day at 11:30 am.
- State Life Insurance Corporation of Pakistan reserves right to accept/ reject all bids in accordance with PPRA Rules.

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Secretary (CPC)
Central Procurement Division,
10th Floor, State Life Building No. 11
Abdullah Haroon Road, Karachi. Tel: 021-99204521

CORREGENDUM

TENDER DOCUMENT

FOR

**HIRING OF A BUSINESS PROCESS
OUTSOURCING (BPO) SERVICE PROVIDER
To
MANAGE VOLUNTARY PENSION SCHEME
(VPS) BACK-OFFICE OPERATIONS
(CONVENTIONAL & SHARIAH COMPLIANT VPS)**

August 2025

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1. Introduction

- (i) State Life Insurance Corporation of Pakistan (hereinafter referred to as “SLIC” or “Corporation”) was nationalized in 1972 and is primarily involved in the providing life, group insurance and pension products to the citizens of the country. SLIC is the largest life insurance institution in Pakistan providing life and group insurance protection to over 6 million people.
- (ii) SLIC is currently involved in running four businesses across Pakistan:
 - 1. Conventional Life Insurance Business
 - Family Takaful Insurance**
 - 2. Bancassurance
 - 3. Group Life Insurance and Pension Business including Group Takaful
 - 4. Health Insurance
 - 5. Real Estate Business
 - 6. Investment
- (iii) The Corporation having over 400 locations in Pakistan, intends to launch its VPS Operation post its authorization of license by the SECP.
- (iv) This Request for Proposal (RFP) is being issued to acquire the services of a firm to administer Voluntary Pension Scheme (VPS) back-office operations on behalf of SLIC.
- (v) Interested firms are invited to submit a Technical Proposal and a Financial Proposal for services required for assignments named in the Data Sheet. The bids shall be submitted as per single stage one-envelope procedure i.e submission of both technical and financial proposal in single pdf through EPADS system. The proposal will be the basis for contract negotiations and ultimately signing of a contract with the selected firm.
- (vi) Interested bidders are required to submit their Bid proposals strictly as per Terms of Reference and Instructions to Bidders as given in this tender document.

2. Preparation of Proposal

2.1 Technical Proposal

- i) While preparing Technical Proposal, bidding firm(s) are expected to examine the documents comprising this invitation in detail, as material deficiencies in providing the information requested may result in rejection of the proposal.
- ii) To establish the conformity of the items required through this tender document, the Vendor shall furnish as part of its Technical Proposal, a detailed description of the Bidder's proposed items conforming in all material aspects with the Technical Requirements both overall as well as in regards to the performance of each proposed item.

2.2 Financial Proposal

- i) While preparing the financial proposal, bidder(s) is expected to take into account the requirement and conditions of the invitation documents. The Financial proposal should follow standard form as mentioned in Annexure-C. It should provide lump sum costs associated with the assignment and all other out of pocket expenses.

- ii) The Data Sheet shows for how many days after the submission date the proposal must remain valid. During this period the bidder is expected to keep available the professional staff working on the proposal. SLIC will make its best effort to complete technical clarification (if needed) within this period. Proposal validity period may be extended with mutual consent as per PPRA rules.

2.3 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and SLIC will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

2.4 Language of Bidding

The bid must be prepared and submitted in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language as long as they are accompanied by an English translation of the pertinent passages. For the purpose of interpretation of the Bid, English language shall prevail.

2.5 Confidentiality

- a. Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder(s) who submitted the proposals or to other persons not officially concerned with the process, until the award of final evaluation report.
- b. Information relating to the examination, evaluation, comparison and post qualification of Proposals, and recommendation of contract award, shall not be disclosed to Bidders or any other persons.
- c. Any attempt by a Bidder to influence SLIC in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions will result in the rejection of its Proposals.

2.6 Use of Contract Documents and Information:

- i. The bidder shall not, without SLIC's prior written consent, disclose the Contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of SLIC in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii. The bidder shall not, without SLIC's prior written consent, make use of any document or information related to SLIC functions and procedures except for purposes of performing the Contract.
- iii. All documents shall remain the property of SLIC and shall be returned (all copies) to SLIC on completion of the Bidder's performance under the Contract if so required by

SLIC.

- iv. The Bidder shall permit SLIC to inspect their accounts and records relating to the performance of the supply and to have them audited by auditors appointed by SLIC, if so, required by SLIC. SLIC can directly contact the references given in the technical proposal part of the Tender Document to verify Bidder's technical reasons supporting compliance.

2.7 Bid Validity

- i. Bid shall remain valid and open for acceptance for a period of 180 days from the specified date of tender opening.
- ii. In exceptional circumstances prior to expiry of the original bid validity period, the bidder may be requested in writing for an extension of the period of validity. A bidder agreeing to such request will not be permitted to modify his bid. A bidder not agreeing to such request may be withdrawn at the discretion of SLIC.

2.8 Amendment of Bidding Documents

- a. At any time prior to the deadline for submission of Bids, SLIC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- b. The amendment shall be part of the Bidding Documents, and will be notified in writing through fax or letter by courier or shall be made available on all the relevant forums (i.e EPADS/ PPRA/SLIC and newspaper as the case may be), and will be binding on them.

2.9 Clarifications / Queries regarding Tender

- i) The bidders are expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any Bidder in doubt as to the exact meaning or interpretation of any part of the Bidding Documents should seek clarification through EPADS only and will be responded through EPADS.
- ii) Requests for all clarifications in regard to the given specifications or other information contained in Tender Documents should be received through EPADS before (07) days of closing date and time and will be responded by SLIC within (03) days through EPADS. Telephone enquiries may not be entertained.

2.10 Contradictions, Obscurities and Omissions

The Bidder should likewise notify to the above of any contradictions, obscurities and omissions in the Bidding Documents if clarification of these is necessary for the clear understanding of the documents and for preparation of the Bid. Such enquiries must reach the above named not later than a week before bid opening.

2.11 Deadline for Submission of Bids

- a. The original bid and bid security, must be submitted through EPADS not later than closing date and time. However, bid security in original shall be delivered at Central Procurement Division given address before closing date and time (else bid will be rejected).
- b. SLIC may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of SLIC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Bid Opening

The Bid shall be opened publicly by SLIC's designated "Central Procurement Committee (CPC)" in presence of Bidder's representatives who wish to attend the bid opening at the opening date and time.

2.13 Modifications and Withdrawal of Bids

- a. Bidder may modify or withdraw their bid after submission if allowed by the EPADS system.
- b. No bid shall be modified subsequent to the deadline for submission of bids and before the expiry of the period of bid validity.
- c. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity.

2.14 Bid Bond

- i. The bidder shall furnish a bid bond for an amount equivalent to Rs.200,000/= of the total bid amount in Pak Rupees.
- ii. The bid bond shall be in the form of a Bank draft / Pay order must be issued by a Pakistani Scheduled Bank or branch of a foreign bank operating in Pakistan. The bid bond shall be valid for 180 days counting from the day of the bid opening.
- iii. Any bid not accompanied by the requisite Bid Bond shall be rejected as non-responsive (i.e bid bond shall be submitted through EPADS and original of the same shall be delivered at CPD given address before closing date and time, else bid will be rejected). The bid bond of unsuccessful bidders will be returned after completion of necessary formalities. The bid bond of the successful bidder shall be discharged after requisite Performance Bond / Bank Guarantee has been furnished and the contract has been executed.
- iv. The bid bond will be forfeited in case:

- a) A bidder withdraws its bid during the period of bid validity.
- b) Failure of the successful bidder to execute the contract and provide the Bank Guarantee.

2.15 **Responsiveness of the Bids**

- a. The proposal must be accompanied with the certificate declaring that a bid bond of appropriate amount has been uploaded on the EPADS system.
- b. The Bid must be unconditionally valid for **180 days** from the date of Bid Opening.
- c. Bid must be submitted before time specified through EPADS only.
- d. Bidder must submit duly filled in signed and stamped declarations sample provided at **“Annexure - E”** as integrity pact.
- e. Bidder must submit duly filled in signed and stamped declarations sample provided at **“Annexure - F”** showing that firm is not involve in any litigation or marked Black listed.
- f. SLIC will evaluate the bid in line with evaluation criteria..
- g. Bids determined to be substantially responsive will next be checked for any material error in computation.

2.16 **Bank Guarantee**

- i. Within fifteen (15) days of receipt of the letter for the award of contract, the successful bidder shall furnish to SLIC, a Bank Guarantee amounting to 5% of the Bid value as per specimen at **Annexure – D.**
- ii. The Bank Guarantee of the banks that are blacklisted by Government of Pakistan for issuing Bank Guarantees will not be acceptable.
- iii. The validity of Bank Guarantee shall be throughout the warranty period and completion of the contract and shall be extended by the firm if the completion of contract is delayed, whether in whole or in part.
- iv. The cost incurred for establishing the Bank Guarantee or any extension thereof shall be to the account of the bidding firm.
- v. The Bank Guarantee will be discharged after completion of the contract.
- vi. The Bank Guarantee must be as per format attached at **“Annexure–D”** and must be either from a Pakistani scheduled bank or from a branch of foreign bank in Pakistan acceptable to SLIC.
- vii. The proceeds of the Bank Guarantee shall be payable to SLIC as compensation for any loss resulting from the contractor’s failure to complete its performance obligations under the contract according to the satisfaction of SLIC.

2.17 **Pre-Bid Meeting:**

Pre-bid meeting will be held on 11-08-2025 at 02:30 pm (at Takaful Division 08th floor, State Life Building no.01, I.I.Chundrigar Road, Karachi). All the prospective bidders are encouraged to attend the meeting.

3. General Terms and Conditions

- a. After opening the bids, SLIC will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- b. SLIC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided, whether the documents have been properly signed, and whether the bids are generally in order.
- c. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. A material deviation is one which being inconsistent with the Bidding Documents, affects in any substantial way the scope, instruction to Bidders, or prescribed completion schedule or which limits in any substantial way SLIC's right or the bidders' obligation under the Contract.
- d. A bid determined to be non-responsive will be rejected by SLIC and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.
- e. SLIC may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of any Bidder.
- f. To assist in determining a bid's responsiveness the Bidder may be asked for clarification of his bid. The Bidder is not permitted, however, to change bid price or substance of his bid.
- g. The evaluation of the bids will take into accounts, in addition to the bid price, the following factors:
 - i. Reliability and efficiency of the offered Service.
 - ii. Financial standing of the Bidder.
 - iii. Support capabilities of the bidding entity
 - iv. Responsiveness of bidding firm in bid submission

4. Proposal Evaluation

4.1 General

- i. Bidding firms shall not contact SLIC on any matter relating to their proposal from the time of submission of the technical and financial proposal to the time final evaluation report is announced . If a firm wishes to bring additional information to the notice of SLIC, it should do so in writing at the given address of CPD.
- ii. Any effort by a bidder to influence SLIC in its decisions on Proposal evaluation, Proposal comparison or contract award will result in the rejection of the Bidder's Proposal and forfeiture of Bid Bond.

4.2 Technical Evaluation

- i. There will be single stage one-envelope procedure.
- ii. Mandatory Requirements:

Only those applicants/bidders fulfilling the following basic requirements shall be considered for further evaluation (relevant documents need to be attached). Failure to meet any of these requirements shall disqualify the applicant, and no further evaluation shall take place.

S. No.	Description	Documents
1	Bidder must be registered with SECP or relevant regulatory body	Company registration documents
2	Bidder must have valid NTN & STRN	NTN/STRN
3	Bidder must be on the Active taxpayers list of FBR.	Evidence for inclusion in Active Taxpayers List
4	The bidder must have its presence in Karachi, Pakistan	Office address(es)
5	The bidder must not be currently blacklisted by any bank/institution/ Govt. agency in Pakistan or abroad.	Relevant Affidavit

- iii. SLIC will apply following evaluation criteria and point system to evaluate the technical bids:

#	Evaluation Criteria	Max. Points	Description	Marking
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#	Evaluation Criteria	Max. Points	Description	Marking
1	Vendor Profile	15	<p>Last 3 years Annual Financials/Audited Reports (3 points)</p> <p>Years in BPO services: (6 points)</p> <p>Annual turnover (average during last three years) PKR M (6 points)</p>	<p>1 point for each report</p> <ul style="list-style-type: none"> 5 or more years: 6 points B/w 5 & 3 years: 3 points Less than 3 years: 0 points >= 200: 6 points >=100 but less than 200: 3 points Less than 100: 0 points
2	VPS BPO Service Delivery Experience	30	<p>References where bidder has successfully implemented VPS-specific BPO solution for an insurance/ asset management company (Sign-off letter required from the client)</p> <p>References where bidder has successfully implemented BPO solution for an asset management company (Sign-off letter required from the client)</p>	<ul style="list-style-type: none"> More than 5 Assignments: 15 points 5 Assignments: 12 points 4 Assignments: 10 points 3 Assignments: 8 points 2 Assignments: 5 points Less than 2 Assignments: 0 points More than 5 Assignments: 15 points 5 Assignments: 12 points 4 Assignments: 10 points 3 Assignments: 8 points 2 Assignments: 5 points Less than 2 Assignments: 0 points
3	Functional Requirements	50	Responses to each feature/requirement in Section 14.2 should contain whether the solution addresses the requirement or not.	<p>For each feature/requirement:</p> <p>Available: 1</p> <p>Not Available: 0</p> <p>The bidder will be asked to provide sample or give demonstration of any or all of the requirement for SLIC's Evaluation Committee</p>
4	Mobile app	5	Customer-facing Android/IOS App	<p>Available = 5</p> <p>Not Available = 0</p>
	Total	100		

Minimum 70% technical marks required on overall basis alongwith minimum 50% in each section for technical qualification..

- iv. The Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding (both technical and financial requirements) and in case of incomplete documents the proposal will not be considered for further evaluation.
- v. Bidding firms have to submit client references to evaluate previous experience in relevant category through sample reference form provided at **Annexure - A**.
- vi. A proposal shall be rejected at this stage if it does not respond to important aspects of the Tender. If the missing parameters/technical features are a scored technical feature, the relevant score will be set at zero.
- vii. SLIC will notify the bidding firm of the rejection of their proposal by uploading final evaluation report on EPADS/PPRA/SLIC.
- viii. On opening the technical and financial proposal in presence of the bidding firm(s) representatives who wish to attend, SLIC will announce the bids.

4.3 **Financial Evaluation**

Financial Proposals of only the technically capable bidders would be considered for further financial evaluation.

- (i) Bidders will need to submit Financial Proposal as per Template provided in **Annexure - C** (in the same pdf containing technical proposal).
- (ii) The financial proposals shall first be checked for any error of computation and arithmetic errors will be corrected.
- (iii) If a bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- (iv) Responding firms are advised to submit their financial bid in Pak Rupee (Rs.). No bid in other currency will be entertained. Dollar parity is not acceptable in any case.
- (v) Total evaluated financial cost of each responsive bidder shall be the basis of Annex-C
- (vi) Financial Score of a bidder will be computed for evaluation purpose as per Annex-B:

5. **State Life's Right to Accept or Reject any or All Bids**

- i. SLIC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any

liability to the effected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for SLIC's action as per PPRA rules.

- ii. SLIC may at any time terminate the Contract by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation, provided that such termination will not prejudice or affect any right of action or remedy, which has, accrued or will accrue thereafter to SLIC.
- iii. If the bidder is unable to fulfill its obligations as mentioned in the work plan and withdraws from the project, SLIC shall terminate the contract by issuing a written notice and shall not be responsible to pay off any liability incurred towards the bidder and forfeit the security deposit (bid bond amount).

6. Disclaimer to the Evaluation Process

- a. SLIC will carry out evaluation as per laid down criteria.

7. Award Criteria

- a. SLIC will award the contract to the successful bidder, whose proposal has been determined to be substantially responsive and has been determined to be the most advantageous bid after considering all factors and who meets the requisites of Schedule of Requirement (TOR/Scope of Work), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- b. SLIC will notify through EPADS, the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management approvals have been obtained.

8. Delays in the Bidder's Performance

If at any time during performance of the Contract, the bidder encounters conditions impeding timely delivery of required services, the Bidder shall promptly notify SLIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Firm's notice, SLIC shall evaluate the situation and may at its discretion extend the Firm's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

9. Arbitration

Any disputes or differences arising out in connection with this assignment which cannot be amicably settled within 15 days between SLIC and the Bidder shall be settled in line with PPRA Rules.

10. Force Majeure

If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of

any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure. The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions, Government actions/restrictions due to economic and financial hardships, change of priorities and any other causes similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome. The terms of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 4 (four) months from performing or accepting performance, the party concerned shall have the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

If a Force Majeure situation arises, the Bidder shall promptly notify SLIC in writing of such conditions and the cause thereof. Unless otherwise directed by SLIC in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11. Terms of Payment

- i. No advance payment or mobilization advance will be allowed
- ii. Payment will be subject to successful delivery of services and after obtaining successful service/job completion certificate from users Division (as mentioned in financial format).
- iii. Bank Guarantee should be valid for the entire warranty period and will be released on successful completion of the warranty period.

12. Signing of Contract

Within (15) working days after notification to the successful bidder regarding acceptance of his bid and submission of Bank Guarantee, the contract incorporating all agreements between the parties will be signed.

13. Service Delivery/Execution Plan

The responding organization shall provide a detailed delivery/execution and configuration plan. Bidder should provide the timeline covering tasks assigned to its team members and resource allocation of bidding firm.

In close cooperation with SLIC and based on the Preliminary Delivery Plan included in the Vendor's proposal, the Vendor shall develop agreed and finalized Delivery Plan encompassing the activities specified in the Contract.

This should not be in generic terms but should be specific to this assignment. Activities schedule should be in tabular form, mentioning names of tasks, sub tasks, start date, finish date, resources and milestones.

14. Scope of work

14.1 Introduction

Recently, the Corporation has obtained a license from the Securities and Exchange Commission of Pakistan (SECP) to act as a Pension Fund Manager (PFM) under the Voluntary Pension System (VPS) Rules, 2005. As per these rules, PFMs are allowed to outsource their back-office operations to market participants.

In this context, SLIC is exploring the possibility of appointing a BPO Service Provider to partner with it in managing the back-office operations of the upcoming VPS portfolio.

14.2 Scope of Services

A. Settlement Operations (8 marks)

1. Coordination with brokers, banks, and counterparties
2. Submission of periodic returns/ Reporting to statutory bodies, internal & external auditors, inspection teams including SECP, MUFAP, SBP, and others.
3. Issuing settlement instructions to the Trustee
4. Periodic reconciliation of portfolios
5. Accruals for fixed income and money market transactions
6. Handling brokerage and routine payments
7. Coordination for opening/closing of bank, CDS, NCSS, and IPS accounts
8. Instructing Trustee for margin requirements, including pledges and releases of securities/cash

B. Unit Management Operations (14 marks)

9. Investor account opening, record maintenance, and updates
10. Processing and safekeeping of investor forms
11. Coordination with the Company and Trustee on investor-related matters
12. Ensuring timely unit allocation upon realization of funds
13. Capital gain and withholding tax calculation and deduction
14. CDS-related unit management activities
15. Zakat processing and deductions
16. Load distribution per Company's instructions
17. Issuance of investor holding statements as per Company policy
18. Administration of Company-offered plans
19. Management of pledge markings
20. FMS reconciliation
21. Management fee sharing and commission calculation based on daily AUM
22. Record checks for NACTA/NAB/FIA/other regulatory body compliance

C. NAV Calculation and Financial Reporting (11 marks)

23. Maintenance of financial records and statutory financial statement preparation
24. Coordination for audits and inspections (internal/external/SECP)
25. Daily NAV calculations
26. Preparation of balance sheets and portfolio reports
27. Liaison with Company for fund and investor-related matters
28. Coordination with Trustee and banks for fund transfers
29. Assistance with bank account management
30. Calculation of bank profit/charges and accruals
31. Fee/duty/tax calculation and processing (e.g., management fee, SECP fee, CDC/NCCPL charges, audit fee, etc.)
32. Regular bank reconciliation
33. Submission of reports as agreed with SLIC

14.3 Technology & Interface Requirements

A. Participant Interface (Web + Mobile App) (3 marks)

- 34. Dashboard: Displaying fund value, returns, and asset allocation
- 35. Statements: Monthly, quarterly, annual downloadable statements in required/customized formats
- 36. Security: Multi-factor authentication

B. Back-Office System Integration (4 marks)

- 37. CRM Integration: Tracking service requests, on boarding, and employer restrictions
- 38. Fund Accounting/GL System: Automated transaction postings and valuations
- 39. Trustee Integration: Real-time interaction with Trustee systems
- 40. Regulatory Reporting Engine: Auto-generation of SECP/tax/compliance formats

14.4 Additional Functionalities (5 marks)

- 41. Investor statement distribution
- 42. SMS alerts and notifications
- 43. Integration with digital payment channels e.g. Easypaisa etc.
- 44. API-based mobile app support
- 45. Integration with MUFAP, NCCPL, RAAST, and distributors

14.5 Security & Compliance (3 marks)

- 46. Role-based access control and data encryption
- 47. Full compliance with SECP data retention and audit requirements
- 48. Comprehensive audit trails and access logs for regulatory purposes

14.6 Business Continuity (2 marks)

- 49. The service provider is required to have a DR/BC Site preferably in a different city than the city of primary site.
- 50. An automated mechanism should be in place to replicate/copy data from primary to backup servers as per the defined RPO.

Annexure – A**Client Reference Form****(For Relevant services carried out in the past that best illustrates bidder's qualifications)**

Assignment Name		Country	
Name of Client:			
Address:		Approx. Value of Contract (in PKR)	
Start Date (Month/Year)			
Completion Date (Month/Year)			
Services Provided			Volume

Annexure - B**Template for Financial Evaluation****A. Variable Cost**

S No.	Net Assets Slabs	Per Annum Asset Rs.	Weight % B	Per annum Cost inclusive of Tax Rs. C	Net value= B*C
1	Up to Rs. 1 bn	1Bn	10		
2	Up to Rs. 2 bn	1Bn	20		
3	Up to Rs. 3 bn	1Bn	30		
4	Up to Rs. 4 bn	1Bn	40		
5	Up to Rs. 5 bn	1Bn	50		
6	Up to Rs. 6 bn	1Bn	60		
7	Up to Rs. 7 bn	1Bn	70		
8	Up to Rs. 8 bn	1Bn	80		
9	Up to Rs. 9 bn	1Bn	90		
10	Up to Rs. 10 bn	1Bn	100		

B. Fixed Costs (if any)

S No.	Description	Frequency [M]onth [Q]uarter [A]nnual)	Cost Rs.	Tax Rs.	Cost inclusive of Tax Rs.	Per Annum Cost Rs.
1						
2						
3						
Total Per Annum Costs=A						

Note: Total cost of all ten slabs and three year annual fixed expense (BC+A) will be taken for evaluation purpose only. The bidder which is technically qualified and lowest in above value is considered most advantageous bidder.

Payment Method:

Fund size will be based on month end figure for BPO services fee calculation whereas fee payment will be made on monthly or quarterly basis, as may be mutually agreed between the SLIC and the service provider.

Annexure - C**Template for Financial Proposal****A. Variable Cost**

S No.	Net Assets Slabs	Per Annum Asset Rs.	Per Annum Cost Rs.	Tax Rs.	Cost inclusive of Tax Rs.
1	Up to Rs. 1 bn	1Bn			
2	Up to Rs. 2 bn	1Bn			
3	Up to Rs. 3 bn	1Bn			
4	Up to Rs. 4 bn	1Bn			
5	Up to Rs. 5 bn	1Bn			
6	Up to Rs. 6 bn	1Bn			
7	Up to Rs. 7 bn	1Bn			
8	Up to Rs. 8 bn	1Bn			
9	Up to Rs. 9 bn	1Bn			
10	Up to Rs. 10 bn	1Bn			

For higher slab if required.

B. Fixed Costs (if any)

S No.	Description	Frequency [M]onth [Q]uarter [A]nnual)	Cost Rs.	Tax Rs.	Cost inclusive of Tax Rs.	Per Annum Cost Rs.
1						
2						
3						
Total Per Annum Costs						

Annexure - D**BANK GUARANTEE**

State Life Insurance Corporation of Pakistan,
 State Life Building No. 9, Dr. Ziauddin Road, Karachi,
PAKISTAN.

Dear Sir,

Ref: Our Bank Guarantee No. _____ in the sum of _____
 Account _____ Amount of Contract _____
 _____ In consideration of you having entered into contract No. _____
 _____ Dated _____ with
 _____ called Vendor and in consideration of value received from VENDOR,
 we hereby agree and undertake as follows:

1. To make unconditional and immediate payment to you as called upon of 5% of the total bid amount in Pak Rupees on your first written demand without further recourse, question, deferment, contestation or reference to VENDOR or any other person, in the event of default, non-performance or non-fulfillment by VENDOR of his obligations liabilities, responsibilities under the said Contract of which you shall be the sole and absolute judge.
2. To accept written intimation from you as conclusive and sufficient evidence of existence of a default or breach as aforesaid on the part of VENDOR and to make payment immediately upon receipt thereof.
3. To keep this Guarantee in full force from the date hereof until completion of project from the date of contract execution.
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with Vendor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge or otherwise affect this Guarantee and our liabilities and commitments thereunder.
5. This Guarantee shall be binding on us and our successor's interest and shall be irrevocable.
6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.

Authorized Sign for Issuing Bank

Seal of The Bank

DECLARATION on OATH

.....[*the Seller/Supplier*] hereby solemnly declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practices.

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

.....[*the Seller/Supplier*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

DECLARATION

(To be filled/signed/stamped by the prospective bidder i.e. Principal and by the Local Agent on their Letter Head)

The Prospective Bidder will have to certify that;

- Their Firm / Company / Local Agent with current or any other title & style has not been involved or litigating in any manner or kind of litigation with SLIC
- Wrong declaration to above fact will be liable to legal proceedings including but not limited to confiscation of Bid Bond / Performance Bond & Blacklisting of Firm (the Principal) and also Local Agent

Sign / Name : _____

Principal's Name / Address : _____

Designation: _____

Date: _____

Stamp _____

Sign / Name : _____

Local agents Name / Address: _____

Draft SLA Contract

BACK OFFICE ACCOUNTING BPO SERVICES AGREEMENT FOR VPS BUSINESS

This Back Office Accounting BPO Services Agreement (“**Agreement**”) is made and entered into at Karachi on _____,

BY AND BETWEEN

State Life Insurance Corporation of Pakistan, , incorporated under the laws of Pakistan, having its Registered Office at Principal Office, State Life Building No. 9, Dr Ziauddin Ahmed Road, Karachi (hereinafter referred to as the “**SLIC**” “”), which expression shall, where the context so admits, include its successors-in-interest and permitted assigns of the first part;

AND

_____, a company incorporated in Pakistan under the _____, having its registered office at _____ (hereinafter referred to as the “**Service Provider**”), which expression shall, where the context so admits, include its successors-in-interest and permitted assigns of the second part;

(The SLIC , and the Service Provider are hereinafter individually referred to as the “Party” and collectively as the “Parties”).)

WHEREAS the SLIC is a Non-Banking Finance Entity licensed by the SECP to undertake Asset Management and Investment Advisory Services.

AND WHEREAS the Service Provider is authorized in terms of its Memorandum of Association to provide back office accounting services including ancillary services in Pakistan;

AND WHEREAS the SLIC is desirous of appointing the Service Provider to perform the services relating to its VPS business back office functions as described in Schedule II (hereinafter referred to as the “**Services**”);

AND WHEREAS the Service Provider has the requisite expertise, competence and resources to provide the Services and is willing to provide the aforesaid Services for the SLIC

NOW THEREFORE, the Parties hereto have entered into this Agreement for the provision _____ of _____ the Services as enunciated in this Agreement, by the Service Provider on the following terms _____ and conditions:

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE

SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS UNDER:

1. DEFINITIONS & INTERPRETATION

- 1.1 Unless otherwise stated, or the context otherwise requires, the following words and expressions when used in this Agreement shall have the following meanings:

“Agreement” means this Back Office Accounting Services Agreement;

“BOAS” means the Back Office Accounting Software, an interface of which may be deployed at the SLIC through which Instructions and information may be communicated by the SLIC to the Service Provider electronically;

“Breaching party” shall have the same meaning as ascribed thereto in clause 10.2 of this Agreement;

“Business Day” means a day on which all the offices of SLIC are open for its usual business;

“Calendar Days” include all days of the year including business days;

“Fund” shall include various funds falling under the management of the SLIC ;

“Instructions” means information received by the Service Provider electronically or otherwise in writing for and on behalf of the SLIC for Fund recording and processing by the Service Provider;

“NBFC Regulations” mean the Non-Banking Finance Companies and Notified Entities Regulations, 2008 including any amendments and reenactments thereto;

“NBFC Rules” mean the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 including any amendments and reenactments thereto;

“Non-Breaching party” shall have the same meaning as ascribed thereto in clause 10.2 of this Agreement;

“Records” means accounting records such as general ledger, trial balance and all other pertinent materials and documents, including, but not limited to, all the records, data, corporate decisions, budgets, variances, forecasts, details of cash flow, bank account details, unit holders and pension funds’ participants records and all other documents relating to or in the possession of SLIC, as more fully detailed in Schedule I;

“SECP” shall mean the Securities and Exchange Commission of Pakistan;

“SECP Circular” means the circular bearing no. 24/2013 issued by SECP on 06

December 2013 bearing reference number SCD/PRDD/Circular/803/2013, including any amendments and reenactments thereto;

“Services” mean the activities to be rendered by the Service Provider to the SLIC under the terms of this Agreement, as described in Schedule II of this Agreement;

“VPS Rules” mean the Voluntary Pension System Rules, 2005, including any amendments and reenactments thereto.

‘Tolerable Error’ means any error which does not change NAV in two decimal places.

1.2 General

In this Agreement, unless the context shall otherwise require:

- a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation under, that legislative provision;
- b) the singular includes the plural and vice versa;
- c) a reference to an individual or person includes a company, firm, trust, authority or government and vice versa;
- d) a reference to any gender includes all genders;
- e) a reference to a recital, article, schedule or annex is to a recital, article, schedule or annex of or to this Agreement;
- f) a recital, schedule or annex forms part of this Agreement;
- g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- h) a reference to a matter being ‘to the knowledge’ of a person means that the matter is to the best of the knowledge and belief of that person after making reasonable enquiries in the circumstances.
- i) This Agreement consists of main body and Schedules I through VI hereto, which Schedules constitute an integral part of this Agreement.
- j) In the event of conflict between the main body of this Agreement and any of the Schedules hereto, both shall be construed harmoniously.
- k) In case of any conflict in the terms of submitted bids, the terms and conditions of the tender document, this agreement shall prevail.
- l) The following documents shall be deemed to be read and construed as integral part of this contract, viz;

- i. Tender notice.
 - ii. Invitation to bid.
 - iii. Bidding documents.
 - iv. Any other terms and conditions deem appropriate.
- m) Bids and Terms and conditions of the Tender document are integral part of this agreement.
- n)

1.3 Headings

In this Agreement, headings are for convenience of reference only and do not affect interpretation or construction thereof.

2. KEEPING AND MAINTAINING OF RECORDS

- 2.1 The SLIC wishes to hire the services of the Service Provider for the performance of the Services and the Service Provider hereby agrees to provide the Services to SLIC as per the terms and conditions contained in this Agreement.
- 2.2 The SLIC shall, within a mutually agreed time at the date of the execution of this Agreement, and in such manner and form as may be required by the Service Provider, transfer to the Service Provider all of the Fund's Accounting Records which may be required by the Service Provider for performing the Services detailed in **Schedule I** (and other ancillary services relating thereto as agreed to be provided by the Service Provider) and/or which may otherwise be necessary or useful for performing such Services as aforesaid, and the Service Provider will take charge of keeping and maintaining such Records that show transactions, dealings, receipts and transmission of documents, applications and correspondence in accordance with applicable laws in Pakistan.
- 2.3 The Service Provider agrees to deliver back-office accounting services as per the specifications and standards agreed upon with the SLIC .

3. SCOPE OF SERVICES

- 3.1 The Services to be provided by the Service Provider to the SLIC pursuant to this Agreement as provided hereunder and detailed in **Schedule II** shall be subject _____ to _____ such revision, amendment or substitution as the Parties may agree in writing from time to time.
- 3.2 The Parties acknowledge that the Services will be provided in respect of all Funds that will be managed by the SLIC , and the provisions of this Agreement will apply mutatis mutandis in this regard. The SLIC shall send a request to the Service Provider for each Fund in respect of which the Services are required to be provided in the form provided at **Schedule VI**. Upon such a request being received by the Service Provider, the Service Provider shall provide its written confirmation of such Fund(s) being encapsulated within the scope of this Agreement.
- 3.3 If the Service Provider does not have the necessary technical ability to perform the Services for such additional Funds(s), it will inform the SLIC of its inability

to do and the Service Provider shall inform the SLIC of the charges as well as the time frame within which such competence, ability and resources may be acquired by the Service Provider. If the SLIC agrees to bear the charges for acquisition of such competence and technical ability, then both Parties shall agree the payment modalities and the timeframe within which such additional Funds would be brought in within the scope of the Services enunciated in this Agreement.

- 3.4 The Service Provider will carry out and provide the services as aforesaid from a location which is to be notified to the SLIC in advance.
- 3.5 The Service Provider shall provide reports/data/information/statements/documents to the SLIC as agreed, as and when required by the SLIC in the requisite format/form, provided that the request has been made in writing during business hours, and the requested information/statements/documents/reports shall be provided within such period as may be pre-agreed in writing in the above-mentioned format/form between the Parties. Moreover, the Service Provider shall also provide all such information, records, statements and documents to the trustee/custodian of the Funds as well as the regulatory authorities (most notably the SECP) promptly and without delay and as and when such a request has been made.
- 3.6 The Services to be performed by the Service Provider pursuant to this Agreement and as detailed in **Schedule II** or discharging of its functions by the Service Provider on behalf of the SLIC in terms of this Agreement, shall not discharge the SLIC from the responsibilities and obligations which are placed on the SLIC pursuant to the NBFC Regulations, the Companies Act, 2017, VPS Rules or any directive from SECP or any other law for the time being in force which shall not substitute for, or otherwise diminish the obligations of the SLIC to perform such Services. Furthermore, all core functions related to the Funds and the business of the SLIC, such as investment decision making, risk management, compliance related activities, and such functions notified by the SECP from time to time, have not been delegated by the SLIC to the Service Provider, and the SLIC shall continue to be responsible for completing all such core activities on its own at all times.
- 3.7 Both parties shall nominate one or more of its officers to act as authorized person(s) to communicate in its behalf with its counterpart with respect to the Services.
- 3.7.1 Both SLIC and the Service Provider shall designate technical contacts within their Organizations to facilitate direct communication (**Schedule V**). This is to ensure that any technical requirements, challenges, or updates are promptly addressed to maintain the quality and efficiency of the services provided.
- 3.8 The Service Provider shall process the transactions based on the information provided by the SLIC through its authorized person(s) only.
- 3.8.1 The SLIC hereby authorizes the Service Provider to execute "Instructions" with regard to any matters or transactions whatsoever received through the BOAS. Any Instructions and information which appears on BOAS Screen and purports

to be originating from the SLIC shall be legally binding on the SLIC and shall be fully responsible for ensuring the authenticity, validity or source of any Instruction or information received on BOAS.

- 3.9 Whenever pursuant to any provision of this Agreement, any certificate, notice, direction, instruction or other communication is to be given by the SLIC to the Service Provider, the Service Provider may accept as sufficient evidence thereof:
- a. A document signed or purported to have been signed on behalf of the SLIC by any person(s) whose signature the Service Provider is authorized in writing by the SLIC to accept.
 - b. Any instruction received online through the software adopted by the SLIC or the Service Provider for managing and keeping records to the satisfaction of the Service Provider, as case may be.
 - c. Communication made electronically to the Service Provider based on distinctive Users IDs and passwords allocated to authorized person(s) of the SLIC through a computerized system for which both the parties i.e. the SLIC and the Service Provider have agreed in writing.
- 3.10 The SLIC will not under any circumstances be responsible for any error or omission that takes place due to a systems malfunction. The SLIC expressly agrees that computer software, solutions and programs are exposed to interruptions and failures for various reasons, and the BOAS shall be no different. Accordingly, the Service Provider will not be held responsible under any circumstances for any losses or damages incurred by the SLIC and/or the Funds for unlikely and/or unforeseeable interruptions or faults in any third party applications, systems, hardware and/or softwares at any time. The Service Provider shall perform its best efforts to resolve any errors or omissions that may occur due to a system malfunctions or an error or fault in the BOAS or other electronic system(s) being used in connection with the Services.
- 3.11 The SLIC may instruct its internal audit function to conduct periodic reviews of the services being provided by the Service Provider under this Agreement. These reviews will focus on assessing the quality, accuracy and overall integrity of the Services rendered. The SLIC reserves the right to provide feedback or request corrective actions based on the findings of such reviews to ensure continuous improvement and adherence to agreed standards.

4. REMUNERATION

- 4.1 The remuneration charged for the Services to be provided shall be determined in accordance with the tariff submitted as set out in **Schedule IV along with Schedule III for any applicable penalties.**
- 4.2 All amounts payable by the SLIC under or pursuant to this Agreement will be billed at the end of each calendar month. The Service provider is liable to provide details of variable charges billed to the SLIC for payment. Payment is to be made within 15 (fifteen) days from date of receipt of particular bill by the SLIC. Subject to the provisions of Clause 4.4 below, If payment (in whole or in

part) for any reasons is delayed, denied/disputed by the SLIC , the Parties shall first engage in good faith discussions. The Service Provider, by giving 30 days' notice, may suspend the provision of any Services under or pursuant to this Agreement until such time as payment is not made in full. If payment (in whole or in part) is not received following the expiry of 30 (thirty) calendar days' after the suspension of any services by the Service Provider, the Service Provider will be entitled to terminate this Agreement by giving 30 (thirty) days' notice to the SLIC.

- 4.3 Notwithstanding Clause 4.2 above, in the event that the SLIC disputes the amount being charged by the Service Provider, it shall inform the Service Provider in writing with reasons no later than 15 (fifteen) business days from the date of the bill/invoice raised by the Service Provider. If no notice is received by the Service Provider within the aforesaid period that bill/invoice shall be deemed to be accepted by the SLIC . The Service Provider shall not discontinue the Services on account of such a dispute till a resolution and settlement is reached between the parties. Both parties would aim to settle the dispute at the earliest. In case the Parties are unable to settle the dispute within the approximate period of 6 (six) months' time then the Parties will be free to terminate this Agreement and any amounts due to the Service Provider which are not disputed shall be paid by the SLIC immediately thereafter.

5. NOTICES AND COMMUNICATION

- 5.1 If at any time, the Service Provider receives any notice or communication from any authority relating to the SLIC /Fund(s) whatsoever (including, but not limited to, the SECP, Stock Exchanges, Federal Board of Revenue, or any other Statutory/Regulatory Body), the Service Provider shall forthwith inform the Company of the same. The latter shall be obligated to issue the necessary or requisite instructions to the Service Provider in that regard, and the Service Provider shall thereupon comply with the same provided such instructions are lawful and within the parameters of this Agreement. If the SLIC fails or refuses or delays the giving of any such instruction, or gives instructions which cannot be implemented by the Service Provider or are unlawful or are not in compliance with applicable laws, rules, and regulations, the Service Provider may refuse to comply with such instructions emanating from the SLIC after providing its point of view to the SLIC in writing. The Parties agree that a failure on the part of the Service Provider to comply with any instructions issued by the SLIC in terms of this clause for the reasons stated in this Clause will not amount to an event of default on the part of the Service Provider of its obligations under this Agreement.
- 5.2 Notwithstanding anything contained in Clause 5.1, if at any time the Service Provider is compelled to disclose any information pertaining to this Agreement and/or the SLIC or the Funds under any applicable laws, rules and regulations or if directed by a regulatory/statutory authority or a court of law, it shall be entitled to communicate with any authority whatsoever (including, but not limited to, the SECP, Federal Board of Revenue, Competition Commission and the Stock Exchange) in respect of any matter relating to, or arising out of the Services provided or to be provided by the Service Provider under this Agreement, and in any such communication, the Service Provider shall be entitled to

communicate or provide to any such authority and/or the Court any information that is requested of it after consultation with the SLIC.

- 5.3 The provisions of Clause 5.1 and 5.2 shall, mutatis mutandis, apply to any notice or Communication received from any person who is or claims to be a unit holder/ participant of the Fund(s) or a holder of any other security of the SLIC . Such notices or communications should also be shared with the SLIC.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

The Parties hereby warrant and represent that they have the authority and capacity to enter into this tripartite arrangement.

- 6.1 The SLIC represents, assures, warrants and undertakes to all parties that:

- a. The SLIC is the legal owner of the Records (and all related and ancillary data and information) and that it has the full legal power to share the Records with the Service Provider;
- b. All information and Records provided to (and to be provided to) the Service Provider pursuant to this Agreement are true and correct in all respects, and the Service Provider is entitled to forthwith act on the same and in reliance thereof.
- c. That there have been no violations or contraventions of any applicable laws, rules and regulations on part of the SLIC which has any impact on the ability of the SLIC to fulfill any of its obligations contained in this Agreement
- d. It has full power, authority and legal right to incur the obligations, to execute, deliver and to perform and observe the terms and provisions of this Agreement and that this Agreement has been duly authorized, executed and delivered by it;
- e. It shall assist the Service Provider to perform the Services in accordance with this Agreement;
- f. No license restriction that may be imposed on the SLIC will be breached as a result of SLIC entering in this Agreement;
- g. It is incorporated under the applicable laws, validity existing and in good standing under the laws of its jurisdictions, with full legal power and authority to conduct its business as it is now being conducted, to own or use the properties or assets that it purports to own or use, and to perform all of its obligations under the Agreement;
- h. It shall comply with all applicable laws, rules and regulations in the conduct of its business and shall procure all licenses, authorizations and approvals necessary or advisable in order to offer the services offered by the SLIC as well as to otherwise permit it to lawfully perform its obligations under the Agreement;

- i. It has complied with and is not in default in any material respect of any legal requirement (applicable to it) which could materially & adversely affect its ability to enter into the Agreement and/or to perform all of its duties and obligations hereunder;
- j. It shall not issue any press release(s) or advertising material related to the Service Provider without the prior written consent of the Service Provider.
- k. It has full power, authority and legal right to execute and to perform and observe the terms and provisions of this Agreement (including sharing Records with the Service Provider) and that this Agreement has been duly authorized and executed by it.
- l. It shall promptly disclose to the SECP and/or any regulatory or supervisory authority (without any hindrance or restriction) any and information, record or data requested from it which (a) pertains to the Services being rendered under this Agreement or (b) pertains to the Service Provider (in accordance with the provisions of SECP's Circular) or the arrangement between the Parties as given in this Agreement, including the Agreement itself. Furthermore, the SLIC shall also allow the SECP to conduct any such inspection or examination of records, information, data etc. pertaining only to the Services at the premises of the SLIC ;

6.2 The Service Provider hereby confirms, represents, warrants and undertakes to the parties that:

- a. It has full power, authority and legal right to incur the obligations, to execute and to deliver and to perform the Services and observe the terms and provisions of this Agreement and that this Agreement has been duly authorized, executed and delivered by it;
- b. It is experienced, competent and qualified and possesses the required professional expertise, resources, organization and knowledge, and shall employ able, skilled, efficient and experienced personnel as well as deploy effective and reliable resources/systems to perform the Services in accordance with the provisions of the applicable laws; shall provide and perform the Services in the manner agreed to in this Agreement, and that the Services being rendered under this Agreement shall be compliant with all applicable laws, rules and regulations in connection with and related to the Services, including the SECP Circular;
- c. It shall perform the Services in close co-operation and harmony with the SLIC , its representatives, officers, employees and agents and the service providers shall ensure that its personnel adhere to and abide by the guidelines, instructions and directions communicated to the Service Provider by the SLIC Company from time to time within the parameters of this Agreement;
- d. It shall allow SECP (or any of its appointed nominees) to conduct inspection of information, statements, data and books and records pertaining to the SLIC and the Funds at its own premises without any hindrance and shall allow the SECP (or any of its nominees) to make copies of such data and records; to the extent that the same only pertains to the Services and

the arrangement between the Parties under this Agreement

- e. It shall promptly disclose to the SECP and/or any regulatory or supervisory authority (without any hindrance or restriction) any information, record or data requested from it which (i) pertains exclusively to the Services being rendered under this Agreement or (ii) pertains to the Service Provider to the extent of the arrangement between the Parties as given in this Agreement. Furthermore, the Service Provider shall also allow the SECP to conduct any such inspection or examination of records, information, data etc. pertaining to the Service Provider at the premises of the Service Provider, which right can be exercised by the SECP with or without notice;
- f. That prior to entering this Agreement, no extraordinary circumstances and no change of law has occurred which would make it impossible for it to carry on its business or fulfill its obligations under this Agreement;
- g. As far as the Service Provider is aware, there have been no violations or contraventions of any applicable laws, rules and regulations on part of the Service Provider prior to date of execution of this Agreement shall procure all licenses, authorizations and approvals as may be required by the Service Provider to provide the Services as well as to otherwise permit it to lawfully perform its obligations under the Agreement;
- h. It shall allow unhindered access to the SECP for any and all records, statements, information and data pertaining to the Funds for inspection and examination purposes.
- i. That it has full legal right to use the BOAS, and no violation/infringement of any IPR or copyright has been made in preparation, deployment or functioning of the BOAS or due to the use and sharing of BOAS by the Service Provider and the SLIC .The services provided under this Agreement shall be performed with due care, skill and diligence in accordance with generally accepted industry standards. The Service Provider warrants that its systems and processes comply with all applicable data protection laws.

7. INDEMNITY AND LIABILITY

- 7.1 The Parties , agree to indemnify and hold each other, including their officers, members, directors, and/or employees, against and hold each of the foregoing harmless from at all times after the date hereof, any and all losses, injury, cost, expense, claims, penalties, levies, fines, or damage incurred, suffered, or sustained arising out of or in connection with:
- (a) Any negligent or intentional act or omission by the any party, its representatives, agents, employees in connection with this Agreement.
 - (b) Any fines or penalties imposed upon one party due to non-compliance by the other party with applicable laws, rules, regulations or otherwise
 - (c) The breach by any party of any material terms and conditions of this Agreement
 - (d) Fraudulent or misleading information/data or Records provided by any party

- (e) As a consequence of compliance by any party on any instructions received during the provision/receipt of the Services under this Agreement;
- (f) As a consequence of relying on the information/data and/or Records provided and/nominated by any party.

- 7.2 if at any time the SLIC finds any inaccuracy, deficiency, or mistake in the information, data, and/or Records provided, or believes that the information or Records are inaccurate or deficient in any respect, the SLIC shall be obligated to forthwith inform the Service Provider. The Service Provider shall take all reasonable steps and/or actions required to rectify the consequent mistake, deficiency, discrepancy, or error.
- 7.3 The SLIC expressly agrees that IT-related services and software are exposed to interruptions and failures for various reasons such as bugs, faults, system crashes, cyber-attacks and hacking, hardware faults, viruses, etc., and the Services being rendered under the scope of this Agreement shall be no different. Accordingly, the Service Provider will not be held responsible for any losses or damages incurred by the SLIC and/or its clients and investors for unlikely and/or unforeseeable interruptions or faults in the BOAS and/or the services rendered by the Service Provider at any time. However, the Service Provider shall implement industry-standard disaster recovery, business continuity and cyber security measures to mitigate foreseeable risks related to interruptions, failures or cyber-attacks, hacking, viruses etc. In this regard, service provider will share such information including certifications with the SLIC to keep it abreast.

8. CONFIDENTIALITY

- 8.1 From time to time during the performance of this Agreement, it will be necessary for the Parties to provide each other with confidential information. Confidential information means and includes information and data transferred from one Party to the other under this Agreement that is specifically marked as “confidential” and consequently must be treated by the receiving Party as strictly confidential. Confidential information is and shall at all times remain the property of the disclosing Party. No use of any confidential information is permitted except as provided herein and no grant under any proprietary rights is hereby given or intended. In this regard each Party shall:
- a. Keep and maintain in the strictest confidence all such confidential information and not disclose the same to any third party, except as authorized in advance by the original disclosing Party in writing;
 - b. Restrict disclosure of confidential information to employees who have a “need to know” the same in performing under the Agreement. Such confidential information shall be handled with a high degree of care;
 - c. Use confidential information only as required in the performance of the Agreement;
 - d. Prior to disclosing any confidential information in accordance with any

due legal process or the rules of any stock exchange or due to a direction of any regulatory or governmental body, the Party compelled to make such disclosure shall immediately notify the other Party regarding such a disclosure.

- 8.2 Confidential information shall be considered confidential during the currency and validity of this Agreement and for a period of three years after termination or expiry of agreement.
- 8.3 The obligation to maintain confidentiality shall not apply to disclosures required to be made by either party in compliance with any applicable laws, rules or regulations or fulfillment of any directives or instructions by any regulatory authority or compliance with any judgment order or decree of any court of competent jurisdiction. All such disclosures shall be made subject to prior intimation to the SLIC.
- 8.4 The data and Records that shall be provided by the SLIC as a part of this Agreement and for the Services shall also pertain to its clients, dealers, distributors, portfolio management clients, investment activities, other market participants and the dealings of the SLIC and its Fund(s). Such data and Records shall be subject to strictest degree of confidentiality and consequently, the Service Provider shall ensure that data provided and uploaded by the SLIC on the system/BOAS remains confidential and is not, under any circumstances, prone to proliferation, loss, illegal or unauthorized access and/or disclosure, or misused in any way or manner for which purpose the Service Provider shall use all reasonable and practical resources (save for events of forced majeure).
- 8.5 The Service Provider shall ensure that any and all of its employees, officers, directors, sponsors, engineers, security personnel, agents, contractors and any other person who may have (at any time) an access to the system or BOAS also adhere to this confidentiality clause at all times. The Service Provider also agrees to implement reasonable safeguards to protect confidential information from unauthorized use, access or disclosure till the employees, agents and/or contractors are in its service.
- 8.6 As the Service Provider will be maintaining the data and records pertaining to the SLIC and the Funds which are relevant to the Service being provided, both Parties shall mutually agree to the timeframe for which the data needs to be retained/maintained by the Service Provider. This time line shall be in consonance with the applicable laws, rules and regulations.

9. TERM

- 9.1 This Agreement will commence from _____ and shall remain in full force and effect for a period of 1 year. Subject to Clause 9.2 below, upon expiry of this Agreement, the Service Provider shall cease to provide the Services in respect of Funds to which this Agreement applies and shall return all original data and Records pertaining to the SLIC /Fund(s) back which is in the possession of the Service Provider - as per the format to be agreed between the parties within 15 days of expiry/termination of the Agreement.
- 9.2 This Agreement shall, unless expressly terminated by either Party in writing in accordance with the provisions of Article 10 below be deemed to be renewed on year-on-year basis. The Service Provider shall not revise the tariff /

remuneration structure earlier than three years. Any revision after third or subsequent year at the time of or prior to the renewal of Agreement shall be done in mutual consultation with the SLIC .

10. TERMINATION

- 10.1 Either the SLIC or the Service Provider may terminate this Agreement at any time by giving not less than 3 (three) months' prior written notice, PROVIDED THAT neither the SLIC nor the Service Provider will be entitled to terminate this Agreement during the first / initial 90 days from the date of this Agreement. Upon any such notice (whether from the SLIC or the Service Provider), the Service Provider shall be bound (subject to the terms of this Agreement) to continue providing the relevant Services under this Agreement for a period up to the expiry of the notice period (unless a shorter period is agreed by the SLIC), and shall upon the termination of such period, be bound (but subject to the clearance and payment amounts due and payable to the Service Provider by the SLIC under and in terms of this Agreement) to hand over to the SLIC all the Records (both electronic and hard copies) and all other pertinent materials and documents of the SLIC / Funds, to the SLIC - as per the format to be agreed between the parties within 15 days of expiry/termination of the Agreement.
- 10.2 The SLIC may terminate this Agreement in the event of a breach by the Service Provider, provided that a written notice has been sent by the SLIC to the Service Provider informing the Service Provider of the occurrence of the breach and the Service Provider fails to rectify the breach within a period of fifteen (15) calendar days from receipt of the said notice.
- 10.3 In the event of a dispute, the matter will be resolved between the Parties in the manner provided in this Agreement. The existence of a dispute shall not preclude a party from termination the Agreement under Clause 10.1 or 10.2, provided such termination is for reasons unrelated to the dispute. However, the terminating party shall ensure that all services under this Agreement continue uninterrupted for a minimum period of 90 days post-termination or until a mutually agreed transition plan is implemented, whichever occurs first. The rights and obligations of the Parties regarding the disputed amount or any other unresolved issues shall survive the termination of the Agreement until final resolution..
- 10.4 Subject to the provisions of Clause 10.3 above, if the Parties cannot resolve a dispute within an approximate period of 90 days either Party may terminate this Agreement by giving 30 (thirty) days' notices in writing to the other Party. The Parties agree to make all reasonable efforts to expedite the resolution process during this period to avoid disruption to services
- 10.5 Upon termination of this Agreement in accordance with this Clause 10, the Service Provider shall cease to provide the Services in respect of each Fund(s) to which this Agreement applies and the SLIC shall immediately pay all amounts due and payable to the Service Provider (excluding the disputed amounts) for Services already provided on the effective date of termination.
- 10.6 The SLIC shall clear all pending dues and fees to the Service Provider and for Services already provided and intended to be provided up to the effective date of termination.
- 10.7 The Service Provider shall hand over to the SLIC all the Records (both electronic

and hard copies) and all other pertinent materials and documents of the SLIC / Funds, to the SLIC - as per the format to be agreed between the parties within 15 days of expiry/termination of the Agreement.

- 10.8 The termination of this Agreement by the Service Provider in accordance with the provisions of Clause 10.4 above shall be without prejudice to the right of the Service Provider to invoke any available remedy to it under the applicable laws, rules and regulations, including (but not limited to) filing of recovery suits for the amounts/fee due and payable by the SLIC to the Service Provider for the Services rendered by the Service Provider.

11. SURVIVAL

- 11.1 All accrued rights of a Party shall survive the expiry or termination of this Agreement as shall all Clauses pertaining to Dispute Resolution and Indemnity.

12. ENTIRE AGREEMENT

- 12.1 This Agreement shall constitute the entire agreement between the Parties in relation to the Services and no variation of this Agreement shall be effective after signature unless reduced to writing and signed by or on behalf of a duly authorized representative of each of the Parties.

13. ASSIGNMENT AND SUBCONTRACTING

- 13.1 This Agreement is personal to the Parties and no rights, obligations or responsibilities hereunder shall be assigned, transferred, licensed or subcontracted to any other entity. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties hereto any rights or remedies of any nature whatsoever under or by reason of this Agreement.

14. SEVERABILITY

- 14.1 If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein unless the gravity of the condition is such that it makes it impossible for the Agreement to continue.

15. FORCE MAJEURE

- 15.1 In addition to any excuse provided by applicable law, the Service Provider hereto shall be excused from liability for non-performance of this Agreement arising from event of force majeure, defined as any event beyond the Service Provider's control, including but not limited to, labor disturbance, war, embargo, civil commotion, terrorists act, fire, accident, proclamation or order of a governmental/regulatory body impacting the ability of the Service Provider to

carry on its business, and necessities which has a material and direct impact on the Service Providers ability to fulfill its responsibility under this Agreement, communication failure, power breakdowns, adverse weather or any other Act of God, changes in laws, rules or regulations, governmental act or regulation or other causes or events beyond the Service Provider's control.

- 15.2 The Parties shall use their reasonable endeavors to eliminate or reduce the effects of any event of Force Majeure and consult with each other with a view toward resolving the condition created by such Force Majeure in a mutually satisfactory manner. If however, the event(s) of Force Majeure cannot be remove within a 60 day period commencing from the date on which the claim of force majeure was made by the Service Provider, the Service Provider shall have the right to terminate this Agreement by serving a 30 days' written notice to the SLIC . Such termination shall be without prejudice to the rights of the Service Provider for recovery of any outstanding due to it by the SLIC

16. DISPUTE RESOLUTION

- 16.1 In the event of any difference or dispute arising under or in connection with this Agreement the same shall first be resolved through amicable negotiations to be held at Karachi in line with PPRA Rule..by referring it to a mediation committee comprising of nominees, one each from Service Provider and SLIC and a third person, an outsider to chair the committee with mutual consent of the Parties and/or their nominees. Party invoking this Clause shall issue notice to the other Parties wherein its nominees shall be identified. The Party aggrieved shall issue notice of such negotiation to the other specifying the matter in controversy, and request resolution within 30 (thirty) days of receipt of such notice by the other. The mediation committee shall endeavor to resolve the dispute within 30 (thirty) days of its constitution.
- 16.2 In the event the Parties are unable to reach an agreement under Clause 16.1 above by mediation, all disputes shall be settled through arbitration in Karachi; by two arbitrators, one each to be appointed by the Service Provider and the SLIC and an umpire to be appointed by the arbitrators. The arbitration would be conducted at Karachi in English and shall be governed by the Arbitration Act, 1940.

17. COMPLIANCE WITH LAW

- 17.1 In performing under this Agreement, all Parties shall comply with all laws, rules, regulations, bye laws or directives which constitute the applicable law.

18. WAIVER

- 18.1 The waiver of any breach of or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver or a waiver of any other (subsequent) breach of the same or any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

19. GOVERNING LAW

19.1 This Agreement shall be governed by and construed in all respects in accordance with laws of Pakistan, with the Courts of Karachi having the exclusive jurisdiction in this regard.

20. NOTICES

20.1 Any notice to be given by any Party to the others shall be given in writing through courier, registered post, e-mail or fax at the addresses or numbers or facsimile number (as the case may be) of that other Party as mentioned in Schedule IV or at such other address (or facsimile number) as the party to be served may have notified (in accordance with the provisions of this Clause) for the purposes of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties hereto on the date first mentioned above.

**For and on behalf of
behalf of**

For and on

State Life Insurance Corporation of Pakistan

**(SLIC)
Provider)**

(Service

Witnesses:

(1)
CNIC

(2)
CNIC

(1)
CNIC

(2)
CNIC

SCHEDULE I

BACK OFFICE ACCOUNTING SERVICES

RECORDS AND DATA Permanent Records - As of Cut-off Date

1. General Ledger
2. Trial Balance
3. Unit holders/Certificate holders /Participants Register
4. List of pending transactions
5. Portfolio details and reconciliations
6. NAV calculation
7. Bank statements and reconciliation
8. Any other record as agreed by the two Parties

SCHEDULE II

LIST OF ACTIVITIES TO BE PERFORMED

Settlement Operations

1. Coordination with third parties for timely execution of transactions, i.e. Brokers, Banks and Counter parties
2. Preparation and submission of MIS reports as per the agreement with the SLIC for their review and onward submission to statutory bodies, Internal & External Auditors, Inspection team, etc.
3. Transmission of settlement instructions to Trustee for trade settlement
4. Periodic reconciliation of shares, TFCs, Sukuks, Government securities, etc. with CDC/IPS statements
5. Portfolio valuation and mark to market activities including provisioning as advised by SLIC in compliance with financial reporting framework and regulatory requirements
6. Recording in system with respect to Deals, Maturities, Premature settlements, Announcement etc.
7. Accruals of Fixed Income Securities and money market transactions
8. Arrangement for brokerage payments and other routine payments
9. Coordination with trustee for opening / closure CDS, NCSS and IPS accounts
10. Instructing trustee for margin requirements where required which includes pledge and release of securities and cash, etc.

Unit Management Operations

1. Investor Account opening, maintenance and update of investor records as per policies & procedure of the SLIC
2. Processing and maintenance of Sale / Redemption / Conversion / Transfer / Pledge / update requests and subsequent transmission to Trustee (where required)
3. Processing of systematic redemptions and rebalancing of units
4. Coordination with SLIC , Trustee etc. for investor related matters
5. Ensuring units' allocation on money realization
6. Calculation and deduction of Capital Gain /Withholding Tax
7. Management of physical certificate issuance, transfer and cancellation
8. Management of unit management related activities in CDS.
9. Annual Corporate Action and Zakat handling
10. Arrangement for timely payment to investors against redemption requests
11. Arrangement for load distribution as advised by the SLIC
12. Issuance of investor statement of holdings as per SLIC policy
13. Preparation and submission of MIS reports as agreed with the Company for their review and onward submission to statutory bodies, Internal & External Auditors, Inspection team, etc.
14. Ensuring completeness of KYC documents as per SLIC policies including NADRA Verisys of CNIC

15. Maintenance and processing of administrative plans offered by the SLIC

NAV Calculation and Financial Statements

1. Maintenance of financial records and preparation of statutory financial statements for review of the SLIC for onward submission to statutory bodies which includes SECP, SBP, FBR, SRB, Stock Exchanges, Trustees, MUFAP, Rating agencies, Unit holders, Tax Consultant, etc.
2. Assisting in periodic returns submission to SECP MUFAP, SBP or other statutory authorities
3. Coordination for audit / inspections process which includes internal audit, External audit, SECP and other statutory bodies
4. Daily NAV calculation
5. Preparation of balance sheet statement and portfolio reports
6. Coordination with SLIC which includes Fund Management and Investor Services
7. Coordination with trustee and bank for fund transfers
8. Coordination with trustee for opening / closure of Bank account
9. Calculation of bank profit and charges including relevant accruals as per SLIC policy
10. Accrual and arrangement for payment of fee, charges, duties and taxes such as management, trustee fee, SECP fee, Sales tax, Federal excise duty, audit fee, CDC charges, NCCPL charges, listing and rating fee etc.
11. Arrangement for regulatory and other reporting
12. Periodical reconciliation of bank accounts
13. Preparation and submission of reports as agreed with the SLIC

General

1. General awareness / training to employees of the **SLIC** for permissible use / access of the service provider software /systems / reports etc.
2. Any activity (as mutually agreed) not mentioned in this document and directly attributable to BOAS or comes under the ambit of applicable laws shall be performed in accordance with Financial Reporting Framework
3. Coordination with internal and external auditors and providing the documents, information, reports and statements as agreed with the **SLIC** thru an authorized representative of the **SLIC**.
4. Details, records and information shall be provided by the Service Provider as and when required and requested by the **SLIC**

SCHEDULE III

SCHEDULE IV

Cost Schedule/breakdown

SCHEDULE V

LIST OF PERSONS AUTHORIZED FOR COMMUNICATIONS

Nomination(s) by the SLIC

'Level A'

- 1.
- 2.
- 3.

'Level B'

- 1.
- 2.
- 3.

Nomination(s) by the Service Provider

'Level A'

- 1.
- 2.
- 3.

'Level B'

- 1.
- 2.
- 3.

Special Instructions: The authorized persons for communication pertaining to operational activities from the service provider shall be any two of the above of whom one must be from Level 'A'. Whereas, the authorized persons for communications mentioned in the agreement shall be two of the authorized signatories in Level 'A'.

SCHEDULE VI

FORM OF CONFIRMATION OF FUND FOR PROVISION OF SERVICES

REQUEST FOR ADDITION OF FUND FOR
PROVISION OF SERVICES

Date _____

Service Provider

Dear Sir,

You are requested to kindly make available the Services details whereof are contained in the Back Office Accounting Services Agreement dated executed between **SLIC** and **Service Provider** to the following funds being managed by **SLIC**.

Name of Funds

(1)

It is requested that the Services in respect of the Funds be provided. We await your confirmation in this respect.

Yours sincerely,

For and on behalf of SLIC

We hereby acknowledge and confirm the addition Name of funds, being managed by **SLIC** for provision of the Services details whereof are contained in Back Office Accounting Services Agreement dated _____executed between **SLIC** and **Service Provider**.

.....
For and on behalf of <Service Provider>

SLA KPIs and Penalties

KPI Category	KPI Name	Description	Threshold	Penalty Trigger (per month)
Service Quality	Accuracy Rate	% of transactions processed without error	≥ 98%	1% penalty if < 98%
Service Quality	Error Rate	% of transactions with manual or system errors	≤ 2%	1% penalty if > 2%
Service Quality	Rework Rate	% of tasks that required reprocessing due to quality issues	≤ 3%	1% penalty if > 3%
Timeliness & Productivity	Turnaround Time (TAT)	Average time taken to complete specific processes	As per SLA (e.g., 24–48 hrs) to be decided later	1% penalty if TAT > SLA
Timeliness & Productivity	Adherence to Schedule	% of tasks completed on or before the due date	≥ 95%	1% penalty if < 95%
Timeliness & Productivity	Throughput / Volume Handled	Number of cases or transactions processed per period	As per forecast (+/- 10%)	1% penalty if outside ±10%
Customer-Centric	Customer Satisfaction Score (CSAT)	Collected via customer satisfaction surveys	≥ 85%	1% penalty if < 85%
Customer-Centric	First Contact Resolution	% of queries resolved without escalation	≥ 90%	1% penalty if < 90%
Customer-Centric	Escalation Rate	% of cases requiring intervention beyond L1/L2	≤ 5%	1% penalty if > 5%
Compliance & Governance	Regulatory Compliance Adherence	% of compliance-related tasks done correctly and timely	100%	2% penalty if < 100%
Compliance & Governance	Audit Findings	Number of major/minor audit non-conformities	≤ 1 major or ≤ 3 minor per quarter	2% penalty if > 1 major/3 minor
Compliance & Governance	Data Security Breaches	Number of incidents or vulnerabilities exploited	Zero tolerance	2% penalty if any breach
Compliance & Governance	Timely Reporting	Submission of required reports on time	≥ 99% on time	1% penalty if < 99%
Contractual/SLA Adherence	SLA Breach Count	Number of SLA commitments not met	≤ 1 per month	2% penalty if > 1/month

Monthly Penalty Calculation Method

Failure to meet any Critical KPI threshold for a given month shall result in a financial penalty equivalent to **1-2% of the monthly invoice per KPI**, subject to a maximum cumulative penalty of **10% of the monthly invoice**. Continued failure for **three consecutive months** shall trigger a performance review and may lead to contract renegotiation or termination.

Penalty (for each unmet KPI) = (Penalty Rate) × (Monthly Billing Value)
 Total Penalty = Sum of all penalties with an upper cap of 10% of monthly invoice

