



BIDDING DOCUMENTS FOR SERVICES

Procurement of Development & Maintenance Services for the External Website of State Bank of Pakistan (SBP)

(National Open Competitive Bidding)

Single Stage Two Envelope Procedure under Rule 36(b) of PPR-2004

May 2024

Contents

Sections

- **Section I** Invitation to Bids
- **Section II**.....Instructions to Bidders
- **Section III**.....Forms for Technical Bid
- **Section IV** Minimum Eligibility/Qualification Criteria
- **Section V** Forms for Financial Bid
- **Section VI** Form of Contract

Appendices:

- Appendix A —Description of the Services, Performance Specifications & Terms of Reference
- Appendix B— Services and Facilities Provided by the Client
- Appendix C— Focal Persons
- Appendix D— Breakdown of Contract Price
- Appendix E —Schedule of Payments
- Appendix F— Service Provider’s Financial Bid
- Appendix G— Notification of Award
- Appendix H—Letter of Acceptance
- Appendix I— Performance Guarantee
- Appendix J— Integrity Pact

Section I: Invitation to Bids



SBP BANKING SERVICES CORPORATION

Invitation to Bids (ITB)

ITB No. GSD (Proc. II) /ERD-Website Revamping/50127/2024

SBP Banking Services Corporation on behalf of State Bank of Pakistan invites sealed bids from eligible Bidders that appear on the Active Taxpayers List of FBR for the “**Procurement of Development & Maintenance Services for the External Website of State Bank of Pakistan (SBP)**”. The Bidding shall be conducted under Rule 36(b) Single Stage Two Envelope Procedure of Public Procurement Rules-2004.

Bidding Documents containing detailed Terms & Conditions etc. may be obtained free of cost upon submission of an email request at gsd.proc2@sbp.org.pk or can be directly downloaded from SBP website at www.sbp.org.pk. In case of any discrepancy/conflict, provisions of Bidding Documents, including any addenda posted on the SBP website shall prevail.

A Pre-Bid meeting will be held on **May 09, 2024 at 11:00 AM** via Zoom Meeting Application. The prospective firms may obtain the Meeting ID & Passcode through an email request at gsd.proc2@sbp.org.pk.

The bids prepared in accordance with the instructions provided in the Bidding Documents must be delivered in a hard copy submitted (in person or by post) at the address given below on or before **May 20, 2024, at 11:00 AM (PKT)**, which shall be opened on the same day at **11:30 AM (PKT)** at Learning Resource Centre/Heritage Meeting Room, State Bank of Pakistan, I.I. Chundrigar Road, Karachi, Pakistan in the presence of representatives of firms who may choose to be present. This Invitation to Bid is also available on websites: www.sbp.org.pk & www.ppra.org.pk.

Sr. Joint Director

Procurement Division-II

General Services Department

4th Floor, BSC House, State Bank of Pakistan

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Email: gsd.proc2@sbp.org.pk

Section II: Instructions to Bidders

- A. Introduction
- B. Bidding Documents
- C. Preparation of Bids
- D. Submission of Bids
- E. Bid Opening and Evaluation
- F. Award of Contract
- G. Bid Data Sheet

A. Introduction	
1. Scope of Bid	<p>1.1. On behalf of the State Bank of Pakistan (Procuring Agency), SBP Banking Services Corporation, Head Office, Karachi (hereinafter called as the “Bank”), issues these Bidding Documents for <u>Procurement of Development & Maintenance Services for the External Website of State Bank of Pakistan (SBP)</u> as specified in Section VI (Appendix A).</p> <p>1.2. The procurement title, reference number, method and procedure are specified in the Bid Data Sheet (BDS).</p>
2. Eligible Bidders	<p>2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the minimum eligibility/ qualification criteria given in BDS.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by the Bank for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of Public Procurement Rules (PPR)-2004, shall not be permitted to submit the bid. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as and when the Bank reasonably request.</p> <p>2.7. Bidder should meet all the minimum eligibility conditions as defined in BDS, however, after explicitly fulfilling the criteria (as mentioned in 2.7 of BDS) by the bidders, they will be further evaluated in terms of various parameters as given in Clause 3.2 of BDS.</p>
3. Qualification of the Bidder	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p> <p>3.2. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</p>
4. One Bid per Bidder	<p>4.1. Each Bidder shall submit only one Bid individually.</p>

A. Introduction	
5. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank in no case be held responsible or liable for those costs.

B. Bidding Documents	
6. Content of Bidding Documents	<p>6.1. The given contents of the Bidding Documents subscribe to Rule 23 of PPR 2004. These should be read in conjunction with any addendum issued under ITB Clause 8:</p> <ul style="list-style-type: none"> i. Invitation for Bids. ii. Instructions to Bidders (ITB) iii. Bid Data Sheet (BDS) iv. Form of Bid v. Form of Contract vi. General Conditions of Contract (GCC) vii. Special Conditions of Contract (SCC) viii. Description of Services ix. Delivery Schedule x. Bid Evaluation Criteria xi. Format of Security Forms <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
7. Clarification of Bidding Documents and Pre-bid Meeting	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach the Bank in writing at the given address and by one of the means indicated in the BDS. The Bank will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the Bank's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Bank.</p> <p>7.2. Under the provision of Rule 48 of PPR 2004, any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the Public Procurement Regulatory Authority (PPRA) website: www.ppra.org.pk</p> <p>7.3. As specified in the BDS, the Bank will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular</p>

B. Bidding Documents	
	<p>attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be uploaded on SBP website (www.sbp.org.pk). Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Bank by issuing an Addendum under ITB Clause 8.</p>
8. Amendment of Bidding Documents	<p>8.1. At any time before the deadline for submission of bids, the Bank, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document.</p> <p>8.2. Amendments will be provided in the form of an Addendum to the Bidding Documents, which will be uploaded on SBP website (www.sbp.org.pk) The addendum will be binding on Bidders and should be taken into account for preparation of bids.</p> <p>8.3. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.</p>

C. Preparation of Bids	
9. Language of Bid	9.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in English or Urdu (as the case may be).
10. Documents Comprising the Bid	10.1. The bid submitted by the Bidder shall comprise the following: <ul style="list-style-type: none"> i. Forms for Technical Bid under Section III ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV iii. Forms for Financial Bid under Section V iv. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.
11. Bid Prices	11.1. The Contract shall be for the Services, as described in the Appendix A of the contract. 11.2. The Bidder shall quote prices as per the Price Schedule against scope of services. Category of services for which no price is quoted by the Bidder will not be paid for by the Bank when the contract is executed and shall be deemed covered by other rates/prices in the Price Schedule. 11.3. All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price. 11.4. If provided for in the Bidding Data Sheet, the prices/rates quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 5.2 of the General Conditions of Contract (GCC) and/or the provisions of Special Conditions of Contract (SCC).
12. Currencies of Bid and Payment	12.1. The price shall be quoted by the Bidder and the payments to be made by the Bank would be in Pak Rupees.
13. Bid Validity	13.1. Bids shall remain valid for the period specified in the BDS. 13.2. In exceptional circumstances, the Bank may request the bidders to extend the bid validity period for a specified additional period. The request and the bidders' responses shall be made in writing by letter or email. A Bidder may refuse the request without forfeiture of its Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 14 in all respects.
14. Bid Security	14.1. The bid security shall be denominated in the currency of the bid: <ul style="list-style-type: none"> i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank ;

C. Preparation of Bids	
	<ul style="list-style-type: none"> ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank before bid submission; iii. be payable promptly upon written demand by the Bank; iv. be submitted in its original form; copies will not be accepted; v. In the case of Bank Guarantee, it shall remain valid for at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested under ITB Clause 13.2. vi. bids submitted with insufficient bid security will be rejected. vii. bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument. viii. the successful Bidder's bid security will be released/ returned upon the submission of performance guarantee. <p>14.2. The bid security may be forfeited:</p> <ul style="list-style-type: none"> i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or ii. in the case of a successful Bidder, if the Bidder fails to sign the contract under ITB Clause 30 or fails to provide Performance Guarantee.
15. Format and Signing of Bid	<p>15.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.</p> <p>15.2. The original and all copies of the bid, each consisting of the documents listed in ITB Clause 10.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid under ITB Clause 10.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.</p> <p>15.3. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>

D. Submission of Bids	
16. Sealing and Marking of Bids	<p>16.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [number].” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Bank at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline].”</p> <p>16.2. In addition to the identification required in Sub-Clause 16.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18.</p> <p>16.3. If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.</p>
17. Deadline for Submission of Bids	<p>17.1. Bids must be received (through an authorized representative or courier/postal service) by the Bank at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.</p> <p>17.2. The Bank may extend the deadline for submission of bids by issuing an amendment under ITB Clause 8, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
18. Late Bids	<p>18.1. Any Bid received (through an authorized representative or courier/postal service) by the Bank after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.</p>
19. Modification and Withdrawal of Bids	<p>19.1. The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2. No bid can be modified after the deadline for submission of bids.</p> <p>19.3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in forfeiture of bid security of such Bidder.</p>

E. Bid Opening and Evaluation	
20. Bid Opening	<p>20.1. The Bank will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>20.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
21. The process to Be Confidential	<p>21.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>21.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent.</p> <p>21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or contractor, the Bank may reject its bid and/or terminate the contract.</p>
22. Clarification of Bids	<p>22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price (except under Clause 24 of ITB) or substance of the bid shall be sought, offered, or permitted.</p>
23. Preliminary Examination	<p>23.1. The Bank will examine the bids to determine whether;</p> <ul style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security/bid securing declaration have been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV <p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
24. Correction of Errors	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p>

E. Bid Opening and Evaluation	
	<p>i. if there is a discrepancy between prices exclusive of tax and the total price that is obtained by adding the exclusive of tax price and tax amount, the price exclusive of tax shall prevail, and the total price shall be corrected;</p> <p>ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail.</p> <p>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.</p>
25. Evaluation and Comparison of Bids	<p>25.1. The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail.</p> <p>25.2. The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance base or score base or combination of both methods (as the case may be).</p> <p>25.3. The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p>
26. Contacting the Bank	<p>26.1. No Bidder shall contact the Bank on any matter relating to its bid, from the time of the bid opening till award of contract subject to ITB Clause 21. If any Bidder wishes to bring additional information to the notice of the Bank, it should do so in writing at the address given in BDS.</p>

F. Award of Contract	
27. Award Criteria	27.1. The contract will be awarded to the successful Bidder whose bid has been found Technically & Commercially/Financially compliant, and emerged as the Most Advantageous. Provided further that the Bidder is determined to perform the contract satisfactorily.
28. Bank's Right to Reject all the Bids	28.1. The Bank reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 , without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but the Bank will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the bidders.
29. Bank's Right to Vary Scope of Services at Time of Award	29.1. The bank reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004.
30. Notification of Award and Signing of Contract	<p>30.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the successful Bidder in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>30.2. The Notification of Award will constitute the formation of the Contract.</p> <p>30.3. Upon the successful Bidder's furnishing of the Performance Guarantee according to ITB Clause 32, the Bank will discharge its bid security.</p> <p>30.4. Within twenty-one (21) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Bank. The successful bidder shall sign the Contract on stamp paper after paying stamp duty as per the relevant applicable Stamp Act.</p>
31. Disqualification Prior to Contract Signing	<p>31.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive provided accepting this bid does not conflict with Rule 2 (1)(l).</p> <p>31.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should be provided to the bidder with the Most Advantageous bid, and prior approval of the competent authority of the Bank must also be obtained.</p>

F. Award of Contract	
32. Performance Guarantee	<p>32.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the BDS.</p> <p>32.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of contract to the next Most Advantageous bidder.</p> <p>32.3. The Performance guarantee may be forfeited if a Bidder:</p> <ul style="list-style-type: none"> i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by the Bank as a result of arbitration; or iii. Violates any law(s) during execution of contract. iv. fails to start the execution of services or stop providing services without prior approval of the Bank.
33. Advance Payment and Security	<p>33.1. The Bank will not provide any advance payment.</p>
34. Grievances Redressal	<p>34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR-2004. The details of GRC is given on the PPRA website: www.ppra.org.pk.</p>
35. Code of Conduct	<p>35.1. It is the Bank's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:</p> <p><i>“corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including,-</i></p> <ul style="list-style-type: none"> i. <i>“coercive practices” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</i> ii. <i>“collusive practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</i> iii. <i>“corrupt practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</i>

F. Award of Contract

- iv. **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- v. **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

35.2. Under **Rule 19 of PPR-2004**, the Bank can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to Public Procurement Regulatory Authority (PPRA).

35.3. Under **Rule 19 of PPR-2004**, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of Bank management:

Nature of Offense/ Fault	Means of Verification	Action By the Committee
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider. 	Blacklisted and cross-debarred for the period up to 10 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	Blacklisted and cross-debarred for the period up to 03 years.
Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross-debarred for the period up to 06 months.

However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the bidder who is to be barred and blacklisted.

F. Award of Contract

- 35.4. The receipt for any money paid by the bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of the Bank, and the bidder shall be solely responsible for seeing that a proper receipt is provided.
- 35.5. Under **Rule 7 of PPR 2004**, bidder undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at **Section VI (Appendix J)** for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.
- 35.6. Bank's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the Bank's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement.
- 35.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- i. A bidder that has been engaged by the Bank to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
 - ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another Procuring Agency.
 - iii. A bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of
 - a. the preparation of the specifications of the goods,
 - b. the selection process for such assignment, or
 - c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank.

F. Award of Contract	
	<p>iv. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the bidder as part of the bid.</p>
36. Overriding Effect of PPR-2004	36.1. Whenever in conflict with these documents, the provisions of PPR-2004 shall prevail.

G. Bid Data Sheet

The following specific data for services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over ITB.

ITB Clause	Description										
1.1	<ul style="list-style-type: none"> • Procurement Title: <i>Procurement of Development & Maintenance Services for the External Website of State Bank of Pakistan (SBP)</i> • Reference Number: <i>ITB No. GSD (Proc. II) /ERD-Website Revamping/50127/2024</i> • Procurement Method: <i>National Open Competitive Bidding</i> • Procurement Procedure: <i>“Single Stage Two Envelopes Procedure” as per Rule-36(b) of PPR-2004</i> 										
2.7 & 3.2	<p>The mandatory eligibility/qualification criteria is as follows:</p> <table border="1" data-bbox="331 904 1364 1704"> <thead> <tr> <th align="center" data-bbox="331 904 1364 943">Mandatory Eligibility Criteria</th> </tr> </thead> <tbody> <tr> <td data-bbox="331 943 1364 981">1. Bidder must be registered with FBR and should be on the Active Taxpayer list.</td> </tr> <tr> <td data-bbox="331 981 1364 1019">2. Bidder must be a registered/incorporated firm in Pakistan.</td> </tr> <tr> <td data-bbox="331 1019 1364 1126">3. Bidder must be a software principle, or its authorized partner, or a reputable software development house with at least seven years of prior experience designing visually appealing and navigation friendly websites.</td> </tr> <tr> <td data-bbox="331 1126 1364 1234">4. Have at least 10 completed website development projects with similar organizations having similar nature of content flow and design/development requirement.</td> </tr> <tr> <td data-bbox="331 1234 1364 1305">5. Bidder must have annual gross turnover of not less than 50 million Pakistani Rupees (PKR) during any of the last three years.</td> </tr> <tr> <td data-bbox="331 1305 1364 1487">6. Familiarity and relevant experience in using different Content Management Systems (CMS). Exhibit broad knowledge of current web development technologies and design tools, new software and other web programming languages and programs including HTML, XHTML, CSS, XML, XSLT, Macromedia Flash, and Java</td> </tr> <tr> <td data-bbox="331 1487 1364 1559">7. Have excellent knowledge of recent trends in graphic design, websites with social media integration, etc</td> </tr> <tr> <td data-bbox="331 1559 1364 1597">8. Demonstrate ability to create innovative and visually appealing design.</td> </tr> <tr> <td data-bbox="331 1597 1364 1704">9. The bidder must never have been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).</td> </tr> </tbody> </table> <p>Note: The firms meeting the mandatory eligibility criteria will only be assessed further against the key team requirement; as under:</p> <p>Team Lead (Certified Software Project Management Professional): Should be able to understand the project requirements and to ensure that team members perform the right functions to meet them. Tracks all activities related to the project, including tasks, timelines, and team member roles. Ensures that all the required documentations are prepared and contain the latest information.</p>	Mandatory Eligibility Criteria	1. Bidder must be registered with FBR and should be on the Active Taxpayer list.	2. Bidder must be a registered/incorporated firm in Pakistan.	3. Bidder must be a software principle, or its authorized partner, or a reputable software development house with at least seven years of prior experience designing visually appealing and navigation friendly websites.	4. Have at least 10 completed website development projects with similar organizations having similar nature of content flow and design/development requirement.	5. Bidder must have annual gross turnover of not less than 50 million Pakistani Rupees (PKR) during any of the last three years.	6. Familiarity and relevant experience in using different Content Management Systems (CMS). Exhibit broad knowledge of current web development technologies and design tools, new software and other web programming languages and programs including HTML, XHTML, CSS, XML, XSLT, Macromedia Flash, and Java	7. Have excellent knowledge of recent trends in graphic design, websites with social media integration, etc	8. Demonstrate ability to create innovative and visually appealing design.	9. The bidder must never have been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).
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ITB Clause	Description
	<p>Lead Developer: The lead developer is responsible for the overall development process and to assure that all code contributed is in line with coding standards. The lead developer should have experience of at least four years in programming and CMS development, including versioning of which at least two years are specific to CMS. The lead developer is an expert in scripting and coding languages such as .Net, PHP, AJAX, Java Script, HTML (including version 5), CSS (including version 3). The lead developer is an expert in the use and configuration of the CMS, Databases, web server and have experience with other related applications such as APIs, social media plugins, etc. The lead developer is an expert in the use and configuration of search engine optimization, Google Webmaster tools, Google developer tools, mobile device adaptation.</p> <p>Web Developer: The web developer should have at least two years of work experience in programming and CMS development, of which at least one year is specific to proposed CMS.</p> <p>Graphic Designer/ Graphic Integrator: The vendor will have a team of graphic designers with prior experience of designing websites with a solid portfolio of at least 5 years of experience. The graphical integrator supports the development team with the integration of graphic design and CSS elements. The graphical integrator has at least four years of experience with the CMS integration of responsive CSS and graphic design of which at least one year is specific to proposed CMS. The graphical integrator is an expert in the following scripting and coding languages and standards: HTML (including version 5), CSS (including version 3), PHP (latest version), .Net, Java Script (including JQuery).</p> <p>Data Migration Expert: The data migration expert supports the development team with the execution of manual and/or automated content migration. The data migration expert works to ensure the correct redirection of webpages after migration. The migration expert has at least two years of work experience in CMS publishing and configuration of which at least six months are specific to proposed CMS. The migration expert has an eye for detail and a basic understanding of content development. The migration expert has experience with scripting and coding languages such as .Net, PHP, Java Script (including JQuery), HTML, CSS, MySQL Database.</p> <p>Cyber Security Expert: Required Qualification: Certified/experienced cyber security expert</p> <p>Server/ Website Hosting: Required Qualification: Certified/experienced system hosting expert.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <i>i. The firms meeting the key team requirements will be considered for opening of financial bids.</i> <i>ii. The bids should be submitted in sealed envelopes.</i> <i>iii. Only the responses submitted in hard copy will be entertained.</i>
7.3	<p>A Pre-Bid meeting will be held on May 09, 2024 at 11:00 AM via Zoom Application.</p> <ul style="list-style-type: none"> • Join Zoom Meeting: https://us05web.zoom.us/j/7931119158?pwd=wd0aOaCEUxmQvKA6eQe786NTz9JiG1.1&omn=86575767950 • Meeting ID: 793 111 9158

ITB Clause	Description
	<ul style="list-style-type: none"> • Passcode: Sbp12345 Bidders are encouraged to attend the pre-bid meeting.
11.4	<ul style="list-style-type: none"> • The Contract is NOT subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional indirect tax or duty during the currency of contract that impacts the contract price, would be equally accounted for by both the parties of the contract. i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new indirect tax or duty, the contract price would be adjusted accordingly.
13.1	<ul style="list-style-type: none"> • The period of Bid validity shall be 180 (One Hundred Eighty Days) after the opening of the Bids.
14.1	<ul style="list-style-type: none"> • Bid Security of Rs. 500,000/- (Rupees Five Hundred Thousand Only) in favor of SBP BSC shall be enclosed along with the Technical Proposal. • Any bid found without sufficient Bid Security will be rejected instantly. (In the case of a bank guarantee, the validity of the bank guarantee should be 28 days beyond the bid validity period.)
3.1 & 16.1	<ul style="list-style-type: none"> • The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL Proposal” and “ORIGINAL FINANCIAL Proposal” in bold letters. • The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]. The content of the Technical and Financial Proposal is mentioned in BDS. • <u>Following should be the contents of the Technical Proposal Envelope:</u> <ol style="list-style-type: none"> 1. Form I of Section III – Authorization Form for Bidder’s Representative 2. Form II of Section III – Technical Bid Submission Form 3. Form III of Section III – Bid Security Form/Bank Guarantee: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order 4. Form IV of Section III – Technical Compliance Form 5. Form V of Section III – Undertaking 6. Form VI of Section III – Declaration of Beneficial Owners 7. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV • <u>Following should be the contents of the Financial Proposal Envelope:</u> <ol style="list-style-type: none"> 1. Form-I of Section V – Financial Bid Submission Form 2. Form-II of Section V – Price Schedule • <u>Important Note:</u> <ol style="list-style-type: none"> i. Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid. ii. All participating bidders are required to submit a scanned copy of the submitted Original Technical Bid Only after the opening of the Financial Bid at gsd.proc2@sbp.org.pk.

ITB Clause	Description
17	<ul style="list-style-type: none"> The Bank's address for Bid submission is <p style="text-align: center;">Sr. Joint Director Procurement Division-II General Services Department 4th Floor, BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: (+92)-21-3311-5420/5478 Email: gsd.proc2@sbp.org.pk</p> The Bank will communicate the opening of the Financial Bid to the eligible/qualified bidders after the completion of all requirements of Technical Evaluation. The deadline for submission of bids shall be May 20, 2024 at 11:00 AM (PST).
20	Bids will be opened on May 20, 2024 at 11:30 AM (PST) at the following address: at the Learning & Resource Center of the State Bank of Pakistan, I.I. Chundrigar Road, Karachi, Pakistan.
26.1	<ul style="list-style-type: none"> Email Address for queries is gsd.proc2@sbp.org.pk
29.1	<ul style="list-style-type: none"> Fifteen percent (15%) increase or decrease of scope of services.
32.1	<ul style="list-style-type: none"> The bidder must furnish a Performance Guarantee @ 5% (Five Percent) of the Contract Price (in the shape of unconditional Bank Guarantee) from a Bank of repute. The Bank Guarantee must remain valid 28 days beyond the expiry date of the contract.

Section III: Forms for Technical Bid

- 1. Form I – Authorization Form for Bidder’s Representative**
- 2. Form II – Technical Bid Submission Form**
- 3. Form III – Bid Security Form (In case of Bank Guarantee)**
- 4. Form IV – Technical Compliance Form**
- 5. Form V – Undertaking**
- 6. Form VI – Declaration of Beneficial Owners**

Form I

(Authorization Form for Bidder's Representative)

(ON SERVICE PROVIDER'S LETTERHEAD)

ITB No: ITB No. GSD (Proc. II) /ERD-Website Revamping/50127/2024
Title: Procurement of Development & Maintenance Services for the External Website of State Bank of Pakistan (SBP)

We, **M/s <Firm Title>**, incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at <**complete business address**> do hereby nominate **Mr. <Complete Name>**, <**Designation**>, **CNIC# <xxxxx-xxxxxxx-x>** as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder:

Date:

Form II

(Technical Bid Submission Form)
(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

To:

The Director,
General Services Department,
SBP Banking Services Corporation
4th Floor BSC House, I.I Chundrigar Road,
Karachi

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Bid and Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in **Appendix A** and other terms and conditions of the contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 20** of the Instructions to Bidders, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

If our Bid is accepted then until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

Dated this _____ day of _____ 2024__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _

(Bid Security Form/Bank Guarantee)

To:

The Director,
General Services Department,
SBP Banking Services Corporation,
4th Floor BSC House, I.I Chundrigar Road,
Karachi

Dear Sir,

Whereas M/s (hereinafter called "the Service Provider") has submitted its Bid dated ----- for Procurement of Development & Maintenance Services for the External Website of State Bank of Pakistan (SBP) (hereinafter called "the Bid").

KNOW ALL MEN BY THESE PRESENTS that in pursuance of the terms of the Bid. We the Guarantor **[name of Financial Institution]** having our registered office at **[address of Financial Institution]** (hereinafter called "the Commercial Bank"), are bound unto *SBP Banking Services Corporation (SBP BSC)* (hereinafter called "the Client") in the sum stated [Bid Security Amount], for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Commercial Bank this _____ day of _____ 2024.
THE CONDITIONS of this obligation are:

1. If the Bidder
 - a) has withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
 - b) Disagreement to an arithmetical correction made to the Bid price; or
 - c) having been notified of the acceptance of our Bid by the Client during the period of Bid Validity, (i) failure to sign the contract if required by the Client to do so or (ii) fail or refuse to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

2. We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client states the amount claimed by it is due to it, owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.
This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Commercial Bank not later than the above date.

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*
Name: *[insert complete name of person signing the Bid Securing Declaration]*
Duly authorized to sign the Bid for and on behalf of: (Name of the Service Provider)
Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

Form IV

Technical Compliance Form
(ON SERVICE PROVIDER'S LETTERHEAD)

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in Appendix A "Description of the Services / Performance Specifications/ Terms of Reference.	
2	All the stated Terms and Conditions of the Contract.	
3	The bid is unconditional.	

Seal and Signature of Bidder: _____

General Note

- *The Financial Bid of the only technically accepted bids will be opened and the bid found to be the Most Advantageous i.e. having fulfilled the mandatory eligibility/qualification criteria and lowest cost shall be accepted and will be awarded the contract.*

Form V

(Over Stamp Paper of Rs. 100)

Undertaking

Affidavit for Bidder's Blacklisting Status

Dear Sir,

I/We hereby confirm and declare that I/We, M/s -----, has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and forfeiture of Bid Security or Performance Guarantee, as the case may be, and termination of contract.

Seal & Signature of Bidder: _____

Date: _____

Form VI

Declaration Of Beneficial Owners' Information
Under Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded
Regulations, 2024 of Public Procurement Regulatory Authority

1. Name	
2. Father's Name/Spouse's Name	
3. CNIC/NICOP/Passport no.	
4. Nationality	
5. Residential address	
6. Email address	
7. Date on which shareholding, control or interest acquired in the business.	

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/ Limited Liability Partnership/ Association of Persons/ Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)

			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

(Person authorized to issue notice on behalf of the company)

Section IV: Minimum Eligibility/Qualification Criteria

The mandatory eligibility/qualification criteria is as follows:

Mandatory Eligibility Criteria	Means of Verification
1. Bidder must be registered with FBR and should be on the Active Taxpayer list.	FBR Registration Certificate/FBR ATL Status
2. Bidder must be a registered/incorporated firm in Pakistan.	Certificate of registration/incorporation.
3. Bidder must be a software principle, or its authorized partner, or a reputable software development house with at least seven years of prior experience designing visually appealing and navigation friendly websites.	Relevant Sufficient Documentary Proof: Registration with export board is feasible
4. Have at least 10 completed website development projects with similar organizations having similar nature of content flow and design/development requirement.	<ul style="list-style-type: none"> i. Names of Procuring Agencies & Related Websites URL ii. Details of Focal Persons (Name, Designations, Email & Official Contact) for cross-verification iii. Copies of Contract/ Completion Certificate/relevant supporting documents containing detailed description of services, deliverables etc.
5. Bidder must have annual gross turnover of not less than 50 million Pakistani Rupees (PKR) during any of the last three years.	Audited Financial Statements/ Annual Business Returns or any other Documentary Proof acceptable to the client.
6. Familiarity and relevant experience in using different Content Management Systems (CMS). Exhibit broad knowledge of current web development technologies and design tools, new software and other web programming languages and programs including HTML, XHTML, CSS, XML, XSLT, Macromedia Flash, and Java	Relevant Sufficient Documentary evidence or any other proof acceptable to the Bank.
7. Have excellent knowledge of recent trends in graphic design, websites with social media integration, etc	Relevant Sufficient Documentary evidence or any other proof acceptable to the Bank
8. Demonstrate ability to create innovative and visually appealing design	Relevant Sufficient Documentary evidence or any other proof acceptable to the Bank
9. The bidder must never have been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	Affidavit on stamp paper of Rs. 100/- as per format given under Section III – Form V.

Note: The firms meeting the mandatory eligibility criteria will only be assessed further against the key team requirement; as under:

Team Lead (Certified Software Project Management Professional):

Should be able to understand the project requirements and to ensure that team members perform the right functions to meet them. Tracks all activities related to the project, including tasks, timelines, and team member roles. Ensures that all the required documentations are prepared and contain the latest information.

Lead Developer:

The lead developer is responsible for the overall development process and to assure that all code contributed is in line with coding standards. The lead developer should have experience of at least four years in programming and CMS development, including versioning of which at least two years are specific to CMS. The lead developer is an expert in scripting and coding languages such as .Net, PHP, AJAX, Java Script, HTML (including version 5), CSS (including version 3). The lead developer is an expert in the use and configuration of the CMS, Databases, web server and have experience with other related applications such as APIs, social media plugins, etc. The lead developer is an expert in the use and configuration of search engine optimization, Google Webmaster tools, Google developer tools, mobile device adaptation.

Web Developer:

The web developer should have at least two years of work experience in programming and CMS development, of which at least one year is specific to proposed CMS.

Graphic Designer/ Graphic Integrator:

The vendor will have a team of graphic designers with prior experience of designing websites with a solid portfolio of at least 5 years of experience. The graphical integrator supports the development team with the integration of graphic design and CSS elements. The graphical integrator has at least four years of experience with the CMS integration of responsive CSS and graphic design of which at least one year is specific to proposed CMS. The graphical integrator is an expert in the following scripting and coding languages and standards: HTML (including version 5), CSS (including version 3), PHP (latest version), .Net, Java Script (including JQuery).

Data Migration Expert:

The data migration expert supports the development team with the execution of manual and/or automated content migration. The data migration expert works to ensure the correct redirection of webpages after migration. The migration expert has at least two years of work experience in CMS publishing and configuration of which at least six months are specific to proposed CMS. The migration expert has an eye for detail and a basic understanding of content development. The migration expert has experience with scripting and coding languages such as .Net, PHP, Java Script (including JQuery), HTML, CSS, MySQL Database.

Cyber Security Expert:

Required Qualification: Certified/experienced cyber security expert

Server/ Website Hosting:

Required Qualification: Certified/experienced system hosting expert.

Note: The firms meeting the key team requirements will be considered for opening of financial bids

Section V: Forms for Financial Bid

- 1. Form I – Financial Bid Submission Form**
- 2. Form II – Price Schedule**

Form I

(Financial Bid Submission Form)
(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

To:

The Director,
General Services Department,
SBP Banking Services Corporation,
4th Floor BSC House, I.I Chundrigar Road,
Karachi

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Bid and Schedule of Prices attached herewith and made part of this Bid.

We undertake, in case our Bid is accepted, to deliver the services in accordance with the schedule specified in the **Appendix A** and other terms and conditions of the contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 20** of the Instructions to Bidders, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

If our Bid is accepted then until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

Dated this _____ day of _____ 2024__.

[Seal & signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _

**Price Schedule
(ON BIDDER'S LETTERHEAD)**

Name of Bidders:

Reference No: *ITB No. GSD (Proc. II) /ERD-Website Revamping/50127/2024*

Description	Service Charges (Rs.)	Applicable Sales Tax	Total Price (Rs.)
1. Web Development Cost			
1.1 Design and Implementation of Web Content management Platform			
1.2 Development of New website using Web content management platform.			
1.3 Migration of old SBPs' website contents, data, linkages and other related data to new website.			
Sub-Total 1			
2. 5 Years SLA Charges (Sindh)			
1 st Year SLA Cost with Warranty			
2 nd Year SLA Cost			
3 rd Year SLA Cost			
4 th Year SLA Cost			
5 th Year SLA Cost			
Sub-Total 2			
Total Cost (1+2)			

Note:

- i. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- ii. Prices should be inclusive of all applicable taxes and duties.
- iii. The most advantageous bid will be determined on the basis of total cost i.e. web development cost and SLA charges for five years.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Section VI: Form of Contract

(Payment of Stamp Duty as Per the Prevailing Rates Will Be the Responsibility of the Successful Bidder)

CONTRACT FOR SERVICES

Procurement of Development & Maintenance Services for the External Website of State Bank of Pakistan (SBP)

Between

State Bank of Pakistan

and

(Name of the Service Provider)

DD-MM-YYYY

Form of Contract

THIS CONTRACT (hereinafter called the “**Contract**”) is made on the _____ day of the month of _____, 2024, by and between the State Bank of Pakistan, I.I. Chundrigar Road, Karachi (Hereinafter referred to as “**The Client**” which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf, of the First Part.

AND

M/s _____, incorporated/registered under the applicable laws in Pakistan, having its principal office at _____. (Hereinafter called “**The Service Provider**”, which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf of the other Part

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

WHEREAS,

- a) the Client has requested the Service Provider to provide certain Services as defined in the **Appendix A** to this Contract (hereinafter called the “**Services**”);
- b) the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix D** titled breakdown of the contract price;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices:
 - Appendix A: Description of the Services, Performance Specification & Terms of Reference
 - Appendix B: Services and Facilities Provided by the Client
 - Appendix C: Focal Persons
 - Appendix D—Contract Price/Rates
 - Appendix E— Schedule of Payments
 - Appendix F— Service Provider’s Financial Bid
 - Appendix G—Notification of Award
 - Appendix H —Letter of Acceptance
 - Appendix I— Performance Guarantee
 - Appendix J— Integrity Pact
2. The mutual rights and obligations of the Client and the Service Provider shall be as outlined in the Contract, in particular:

- a) The Service Provider shall carry out the Services only through its regular / contracted employees, hereinafter referred to as 'The Service Provider's employee (s)' in accordance with the provisions of the Contract; and
- b) The Client shall make payments to the Service Provider in accordance with the provisions of the Contract after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.

3. The Service provider shall provide the Services during the period commencing dd-mm-yyyy and continuing through dd-mm-yyyy or any other period as may be subsequently agreed by the parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Client	For and on behalf of the Service Provider
<i>[Authorized Representative] (Name, Designation, Official Stamp and signature)</i>	<i>[Authorized Representative] (Name, Designation, Official Stamp and signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

A. General Conditions of Contract (GCC)

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.
- b) **“Client”** means State Bank of Pakistan
- c) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by the Client
- d) **“Contract”** means the legally binding written agreement signed between the Client and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein.
- e) **“Day”** means a Gregorian calendar day unless indicated otherwise.
- f) **“GCC”** means these General Conditions of Contract;
- g) **“Government”** means the Government of the Islamic Republic of Pakistan;
- h) **“Party”** means the Client or the Service Provider, as the case may be, and “Parties” means both of them;
- i) **“Performance Specifications”** means the specifications of the services included in the bidding documents submitted by the Service Provider to the Client.
- j) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- k) **“Service Provider’s Bid”** means the completed Bidding Documents submitted by the Service Provider to the Client
- l) **“Service Provider”** means M/s (Name of the Successful Service Provider) registered under Relevant Act/Regulation/Ordinance etc.
- m) **“Services”** means the work to be performed by the Service Provider under this Contract, as described in **Appendix A** hereto.
- n) **“Sub Service Provider”** means an entity to whom the Service provider intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

1. General Provisions	
1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7. Inspection and Audit by the Client	1.7.1. The Service Provider shall upon reasonable notice by the Client allow the Client 's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
1.8. Taxes, Duties and other applicable laws.	<p>1.8.1. The Service Provider shall pay its own and its employees' taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.</p> <p>1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.</p>
1.9. Relationship of Parties	1.9.1. Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.

2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC .
2.2. Commencement of Services	2.2.1. The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3. Intended Completion Date	2.3.1. Unless terminated earlier under Clause 2.6 , the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.11 . In this case, the Completion Date will be the date of completion of all activities.
2.4. Modification	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
2.5. Force Majeure	<p>2.5.1. Definition For this Contract, “Force Majeure” means an unforeseeable event that is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.</p> <p>2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <ol style="list-style-type: none"> a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event. <p>2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
2.6. Termination	2.6.1. By the Client The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days in the case of the event referred to in (g):

2. Commencement, Completion, Modification, and Termination of Contract

- a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or
- d) if the Service Provider/s, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) if the Service Provider does not maintain a Performance Guarantee under **Clause 3.12**
- f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under **Sub-Clause 3.11.1** and the **SCC**;
- g) if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2. By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Client, such notice to be given after the occurrence of any of the events specified in following paragraph of this **Clause 2.6.2**:

- a) If the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to **Clause 7** within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

2.6.3. Payment upon Termination

Upon termination of this Contract under **Clauses 2.6.1 or 2.6.2**, the Client shall make the following payments to the Service Provider:

- a) Payment of services under **Clause 6** for Services satisfactorily performed by the Service Provider before the effective date of termination;
- b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of **Clause 2.6.1**, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider	
3.1. General	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client 's legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services, the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client.</p> <p>3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p> <p>3.1.6. The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.</p>
3.2. Indemnity	<p>3.2.1. The service provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p>
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u> Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <u>Service Provider and Affiliates Not to be Otherwise Interested in Project</u> The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p>

3. Obligations of the Service Provider	
	<p>3.3.3. Prohibition of Conflicting Activities</p> <p>Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would be in conflict with the activities assigned to them under this Contract; b) during the term of this Contract, neither the Service Provider nor its affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract; c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.4. Confidentiality	<p>3.4.1. The Service provider shall provide a Declaration to the effect that the Service Provider and the Service Provider's employee(s) shall keep and maintain all information and documents relating to this contract in strict confidentiality.</p> <p>3.4.2. The Service provider while rendering the required services shall not release any information acquired from the Client due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise. Moreover, all important and/or confidential documents provided by the Client shall not be taken out of the assigned workspace.</p> <p>3.4.3. The Service Providers and its affiliates during the term or within two (2) years after the expiry of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.</p>
3.5. Contractual Liability Insurance to be taken out by the Service Providers	<p>3.5.1. The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud if any, committed by The Service Provider's employee (s) in the course of this contract with the Client, and shall indemnify and keep indemnified the Client, at all times against any such loss, claim, damage, and charge. However, the Service Provider shall be responsible to indemnify the Client within 45 days after receiving all the required supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Client 's claim within the aforesaid period shall authorize the Client to deduct the claimed amount from the monthly Service Charges payable to The Service Provider. In case the Client fails to provide the supporting documents to prove the incident, no claim amount will be paid.</p> <p>3.5.2. The Service Provider at the Client 's request shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
3.6. Service Providers'	<p>3.6.1. The Service Provider shall obtain the Client 's prior approval in writing before taking any of the following actions:</p>

3. Obligations of the Service Provider	
Actions Requiring Client's Prior Approval	<ul style="list-style-type: none"> a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	<p>3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.</p> <p>3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider employee (s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.</p> <p>3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the Client merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Client .</p>
3.8. Compliance with all the Regulatory Requirement	<p>3.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p> <p>3.8.2. The Service Provider will ensure that the terms and conditions of employment/ service of its employees are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>
3.9. Reporting Obligations	3.9.1. The Service Provider shall submit to the Client the reports and documents specified in Appendix A as and when required by the Client.
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	3.10.1. All, reports, and other documents submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the Client, and the Service Provider shall, upon request from the Client during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of the Contract.
3.11. Liquidated Damages	<p>3.11.1. <u>Payments of Liquidated Damages</u></p> <p>The Service Provider shall pay liquidated damages to the Client as stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Client may</p>

3. Obligations of the Service Provider	
	<p>deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p>3.11.2. Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment.</p> <p>3.11.3. Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Client's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 7.2.</p>
3.12. Performance Guarantee	<p>3.12.1. The Service Provider shall provide the Performance Guarantee to the Client no later than the date specified in the Letter of Acceptance. The Performance Guarantee shall be issued in an amount and form and by a bank acceptable to the Client and denominated in the currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.</p> <p>3.12.2. The Performance Guarantee may be forfeited if a Bidder:</p> <ul style="list-style-type: none"> i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by the Client as a result of arbitration; or iii. violates any law(s) during execution of contract. iv. fails to start the execution of services or stop providing services without prior approval of the Client.

4. Service Provider's Team	
4.1. Description of Services to be performed by the Service Provider	4.1.1. The scope of services to be performed by the Service Provider are described in Appendix A.

5. Obligations of the Client	
5.1. Provide information about the code of conduct	5.1.1. The Client shall provide the Service Provider with information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
5.2. Change in the Applicable Law	5.2.1. If, after the date of this Contract, there is any change in the Applicable Law concerning taxes, duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the cost of services payable to the Service Provider under this Contract shall be adjusted accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2, as the case may be.
5.3. Services and Facilities	5.3.1. The Client shall make available to the Service Provider the Services and Facilities listed under Appendix B.

6. Payments to the Service Provider	
6.1. Payments	6.1.1. The Service Provider’s payment shall not exceed the Contract price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2 , the Contract price/rates may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3 .
6.2. Contact Price Ceiling	6.2.1. The price/rates payable are set forth in the SCC.

7. Quality Control	
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards.
7.2. Correction of Defects, and Penalty for Lack of Performance	<p>7.2.1. The Client shall give notice to the Service Provider of any failures or service deficiencies before the end of the Contract. The Deficiency liability period shall be extended for as long as Deficiency remains to be corrected.</p> <p>7.2.2. Every time notice of a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Client’s notice.</p> <p>7.2.3. If the Service Provider has not corrected a failure in the performance within the time specified in the Client’s notice, the Client will assess the cost of having the failure corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Clause 3.11</p>

8. Resolution of Disputes	
8.1. Disputes Resolution Procedure	8.1.1. In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by an arbitration under Arbitration Act, 1940 .

9. Corrupt and Fraudulent Practices	
9.1. Corrupt & Fraudulent Practices	<p>9.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR 2004 which defines:</p> <ul style="list-style-type: none"> <i>i.</i> “<i>corrupt and fraudulent practices</i>” in respect of procurement process, shall be either one or any combination of the practices including, - <i>ii.</i> “<i>coercive practices</i>” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; <i>iii.</i> “<i>collusive practices</i>” which means any arrangement between two or more parties to the procurement process

9. Corrupt and Fraudulent Practices							
	<p>designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</p> <p>iv. <i>“corrupt practices”</i> which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>v. <i>“fraudulent practices”</i> which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>vi. <i>“obstructive practices”</i> which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”</p>						
9.2. Actions by the Client	<p>9.2.1. The Client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;</p> <p>9.2.2. The Client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a Client ’s contract if at any time it determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client ’s contract; and</p> <p>9.2.3. Under Rule 19 of PPR-2004, “The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p>						
9.3. Mechanism Blacklisting and cross-debarring	<p>9.3.1. Under Rule 19 of PPR-2004, the following mechanism and manner for Blacklisting and cross-debarring, from participating in their respective procurement proceedings will be followed as per the below mechanism:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #cccccc;">Nature of Offense/Fault</th> <th style="background-color: #cccccc;">Means of Verification</th> <th style="background-color: #cccccc;">Action By Committee</th> </tr> </thead> <tbody> <tr> <td>Corrupt and Fraudulent Practices</td> <td> <ul style="list-style-type: none"> • Results of Bid analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary </td> <td>Blacklisted and cross-debarred for the period up to 10 years.</td> </tr> </tbody> </table>	Nature of Offense/Fault	Means of Verification	Action By Committee	Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary 	Blacklisted and cross-debarred for the period up to 10 years.
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9. Corrupt and Fraudulent Practices

		undertaking submitted by Service Provider.	
Performance Deficiencies		<ul style="list-style-type: none"> • Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider. 	Blacklisted and cross-debarred for the period up to 03 years.
<p>9.3.2. However, such barring action shall be undertaken only after Service Provider has been provided an adequate opportunity of being heard, who is to be barred and blacklisted.</p> <p>9.3.3. The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of the Client and the service provider shall be solely responsible for seeing that a proper receipt is provided.</p> <p>9.3.4. Under Rule 7 of PPR 2004, the service provider undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at Section VI for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by the Client.</p>			

B. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(b)	The Client is <i>State Bank of Pakistan</i>
1.1.1(c)	The Service Provider is [<i>insert name</i>]
1.1.1(e)	The Title & Reference of the procurement is; <i>Procurement of Development & Maintenance Services for the External Website of State Bank of Pakistan (SBP)</i> <i>ITB No. GSD (Proc. II) /ERD-Website Revamping/50127/2024</i>
1.4	The addresses are: Client: <p align="center"> The Director External Communications Department (ECD), State Bank of Pakistan I.I. Chundrigar Road, Karachi Email: Phone# </p> Service Provider: Attention: _____ Address: _____ Tel/Mob# _____ Email: _____
1.6	The Authorized Representatives are: For the Client (Authorized Representative) <ul style="list-style-type: none"> ○ Name: _____ ○ Designation: _____ For the Service Provider (Authorized Representative) <ul style="list-style-type: none"> ○ Name: _____ ○ Designation: _____
2.2	The Starting Date for the commencement of Services is <u>dd-mm-yyyy.</u>
2.3	The Intended Completion Date is <u>dd-mm-yyyy.</u>
3.4	The Service provider while rendering the required services shall not release any information acquired from the Client due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise.

	Moreover, all important and/or confidential documents provided by the Client shall not be taken out of the assigned workspace.																					
3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in Appendix A .																					
3.11	Client can impose liquidated damages Rs. 10,000/- per instance in case of non-compliance of any requirement defined in Appendix A of contract. Decision of the Client for imposition of liquidated damages will be final and binding on the service provider. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages for the whole contract is Rs. 150,000/-. Once the limit for maximum amount is reached, the Client may consider termination of the contract.																					
3.12	The amount of performance guarantee is 5% of the total value of the contract.																					
5.2	Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.																					
6.2	The Contract prices is Rs. xxx																					
6.4	<p>Payment will be made upon receipt of invoice after the completion of a particular milestone and subject to satisfactory confirmation from concerned officials of the Client. The payment schedule is as follows;</p> <table border="1"> <thead> <tr> <th>Milestone#</th> <th>Description</th> <th>Payment Percentage/Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Advance</td> <td>NIL</td> </tr> <tr> <td>2.</td> <td>Design and Implementation of Web Content management Platform</td> <td>50% of the component Cost</td> </tr> <tr> <td>3.</td> <td>Development of New website using Web content management platform</td> <td>50% of the component Cost</td> </tr> <tr> <td>4.</td> <td>Migration of old SBPs' website contents, data, linkages and other related data to new website – Beta Testing & Review</td> <td>50% of the component Cost</td> </tr> <tr> <td>5.</td> <td>Migration of old SBPs' website contents, data, linkages and other related data to new website – Site Launch .</td> <td>Remaining 50% of the above three components</td> </tr> <tr> <td>6.</td> <td>SLA Charges</td> <td>SLA payments shall be paid bi-annually at the end of each six-month period subject to confirmation from ECD.</td> </tr> </tbody> </table>	Milestone#	Description	Payment Percentage/Amount	1.	Advance	NIL	2.	Design and Implementation of Web Content management Platform	50% of the component Cost	3.	Development of New website using Web content management platform	50% of the component Cost	4.	Migration of old SBPs' website contents, data, linkages and other related data to new website – Beta Testing & Review	50% of the component Cost	5.	Migration of old SBPs' website contents, data, linkages and other related data to new website – Site Launch .	Remaining 50% of the above three components	6.	SLA Charges	SLA payments shall be paid bi-annually at the end of each six-month period subject to confirmation from ECD.
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3.	Development of New website using Web content management platform	50% of the component Cost																				
4.	Migration of old SBPs' website contents, data, linkages and other related data to new website – Beta Testing & Review	50% of the component Cost																				
5.	Migration of old SBPs' website contents, data, linkages and other related data to new website – Site Launch .	Remaining 50% of the above three components																				
6.	SLA Charges	SLA payments shall be paid bi-annually at the end of each six-month period subject to confirmation from ECD.																				

Appendices

(To be finalized at the contract award stage)

- **Appendix A** —Description of the Services, Performance Specifications & Terms of Reference
- **Appendix B**— Services and Facilities Provided by the Client
- **Appendix C**— Focal Persons
- **Appendix D**—Contract Price/Rates
- **Appendix E** — Schedule of Payments
- **Appendix F**— Service Provider's Financial Bid
- **Appendix G**—Notification of Award
- **Appendix H** —Letter of Acceptance
- **Appendix I**— Performance Guarantee
- **Appendix J**— Integrity Pact

(Description of the Services, Performance Specification & Terms of Reference)

1. Background:

The State Bank of Pakistan's (SBP) external website is envisioned to convey public information about SBP policies, key news, and economic data. Import and export data, laws and regulations, circulars for financial institutions, notifications, financial markets data, statistical data, various publications, press releases, monetary policy, events pages, monthly data calendar, and other information provided by various departments are among the other important sections of the website. The website is accessible via URL <https://www.sbp.org.pk>.

SBP intends to transform its existing website into a responsive, secure and dynamic web platform by engaging an experienced vendor to provide a state-of-the-art website with improved design, information architecture, implementation of Content Management System (CMS) and post-production support.

2. Objective

The objective of revamping the SBP website is to make the website responsive, automate the information flow, improve the security features, introduce new development technologies, makes it more interactive and user friendly. The components of this project are broadly as follows. The details are available in subsequent sections. • Design & develop new website in line with international best practices and other leading central banks' websites. • Improve UI/UX while using design thinking and as per the latest standards to accelerate ease of access with enriched flow of data and contents. • Implement the new design using state-of-the-art web content management system. • Migrate SBP website's legacy content with its arrangement in a way to enhance reachability and readability.

Deliverables:

The proposed solution must fulfill all the technical and security requirements as mentioned in following sections.

1. Review Information: Architecture and Website Design The vendor shall deliver a report that reviews the information architecture and website design of the following: a. The existing SBP website along with website statistics to understand the target audience of each section of the website. b. The websites of at least five other central banks/ monetary authorities and of three other regulatory bodies (such as PTA, SECP, PEMRA, etc.)

2. Propose Information Architecture: Propose new information architecture and content strategy which best serves the communication needs of internal and external stakeholders of SBP.

3. Website Design: The layout of the new website shall be selected based on the following: i. Three design concepts for the main website – Five iterations for the selected concept ii. Five design templates for the inside pages – Five iterations for finalization

3.1 User Interface and User Experience (UI /UX) requirements: Review existing User Interface and User Experience (UI /UX) and propose new UI &UX with the following features: i. The UI/UX of the website must follow the latest standards of WCAG as published by www.w3.org ii. Embrace responsive design for a consistent user experience across all devices and screen sizes. iii. Design a clear, user-friendly structure for easy information access. Use a logical menu and include a search function. iv. Use uniform logos, colors, and typography to reinforce the State Bank of Pakistan's identity. v. Ensure fast loading times by compressing images, utilizing browser caching, and minimizing HTTP requests. vi. Use clear labels, helpful error messages, and streamline the form process. Consider autocomplete for common fields. vii. Enhance user experience with animations and transitions without overwhelming or distracting users. viii.

Use legible fonts, appropriate sizes, and contrast. Structure text with headings. Provide user control over website font options. ix. Prioritize mobile devices for a seamless experience on smaller screens x. Each page must be equipped with relevant call-to-action to increase user engagement

3.2 Accessibility Controls for Persons with Disabilities (PWD): Website must be equipped with the following set of tools:

- i. Increase and decrease text size
- ii. Grayscale on/off
- iii. High contrast
- iv. Negative contrast
- v. Light background
- vi. Links underline
- vii. Readable fonts
- viii. Reset to default settings

3.3 Graphics and Artwork: The vendor shall deploy a professional graphic designer for the production of all graphics, artworks and animations using design thinking in UI.

3.4 Urdu Version: The vendor will provide the Urdu version of the website with the same look & feel and content update mechanism. Contents in Urdu will be provided by SBP.

4. Content Management System (CMS)

The proposed CMS must comply with the following requirements:

- i. The CMS must be top-of-the-line in terms of UI/UX design templates, cybersecurity and compatibility.
- ii. Must have proven record of no security compromise incident in history.
- iii. The solution should have built-in workflows to define/create basic workflows for web content management.
- iv. The solution should be capable of designing and conducting surveys on the website without the need of code.
- v. Website will be optimized for fast loading by optimizing code, images, java scripts, caching files.
- vi. Website will support major browsers such as Microsoft Edge, Firefox v55.0 or above, Chrome v60 or above, Safari v7 and all major non-deprecated browsers in responsive formats. The website will also support major mobile operating systems (OS) such as iOS, Android, Windows.

5. Databases/Application Programming Interfaces (APIs)

The website must fulfill the following requirements for databases and APIs:

- i. Secure integrations with existing web applications through hyperlinks or web services as required.
- ii. Identification and implementation of required security controls in the overall system at all layers.
- iii. The database of the proposed solution should be secure and must be capable of handling multi-location architecture. The data of the website should be maintained and managed with real-time replication over the network between the primary and secondary clusters. Both clusters should be functional in an active-active state while data updated on one cluster should be immediately replicated in real-time on the other cluster.
- iv. The website design should have fault tolerance in terms of network, hardware, software, or nodes failure. There should be no single point of failure and high availability of the system (both on-site and Disaster Recovery site) should be ensured in the proposed infrastructure design and implemented accordingly.

- v. Integrations with major payment gateways for the collection of Prime Minister Dam Fund donations.
- vi. Social media platforms integration.

6. Advanced Search Capability

The website must contain advanced search capability where the search engine will index and show results of all available document formats such as text, graphics, pdf, and spreadsheets, word, etc. Advise on the options for use of Generative AI tools for Advance/Interactive search capabilities to make the website more responsive.

7. Solution for SBP Info Emails

Vendor will provide a form-based solution where users will submit queries to get information as currently submitted through surface email at info@sbp.org.pk. The form will forward the same to the relevant department based on the categories mentioned in the form. The system will produce reports on all the submitted queries, status of pending queries and details of resolution.

8. Search Engine Optimization (SEO):

Vendor will provide all SEO related configurations/coding and documentation. The website must support SEO coding standards and best practices, .XML sitemap for bot crawling and ranking on Google search.

9. Analytics

The website solution should be integrated with Google Analytics and provide rich data analytics results such as number of visits, sessions, devices, regions, etc.

10. Website Security & Infrastructure Requirements

10.1 Website Security Requirements

The website must be equipped with the latest IT security standards. It should pass all the vulnerability scanning and security testing as per defined security requirements mentioned below:

- i. Web applications must meet all the requirements of OWASP Top Ten (Open Web Application Security Project), SANS Top 25.
- ii. Service provider will ensure that the website is safe from all internal and external cyber-attacks which includes, but is not limited to, data, DDOS attack, hackers, system failure, outbreak, and outages, etc.
- iii. Sensitive data must be encrypted and source code obfuscation must be achieved while developing the web application. Further there will be a clause for non-disclosure agreement with the vendor that they will not share the source code and sensitive information with any parties other than authorized personnel of SBP.
- iv. Developer must conduct independent security review, of web application by qualified personnel or consultant.
- v. Developer will provide all documentations to SBP as early as possible resulting from the above scans and tests.
- vi. Developer will fix the identified vulnerabilities and misconfigurations in the web application and re-iterate the same process till the vulnerabilities of high and medium level are fixed. Developer will share the reports after each security review.

- vii. The application should only be browsed on secure HTTP protocol in order to maintain confidentiality and trust between the end user and web server. Further, it is recommended to configure the latest TLS version on the web application when accessed over public networks.
- viii. Web application should have the capability to support multi-factor authentication for privilege users/ administrators.
- ix. The web application should have the capability to produce comprehensive audit and security logs. Additionally, the web application and its relevant system components should have the capability to integrate with the bank's SIEM platform. Details of log types including, but not limited to:

S.No	Logs Types
1	Non-Admin Users Activity logs
2	Privilege Users Activity logs
3	System Administrator creation/Revocation logs
4	User Enable/ Disable logs
5	User lockout logs
6	User Creation/ Modification/ Deletion logs
7	Role Assignment/ Modification/ Revocation logs
8	Application Critical Services Start/ Stop logs

10.2 IT Infrastructure Requirements:

The website must meet the following IT infrastructure/hosting requirements:

- iv. Vendor solution should Support VMware/ Hyper-V based hosting platforms.
- v. Vendor should provide the sizing of servers and compute resources with respect to the existing load statistics with projections of five (5) years increase in traffic.
- vi. Vendor should configure and implement application load balancing, high availability and DR solution with real-time/ asynchronous replication of solution components.
- vii. The solution should be able to integrate with on-premises Active Directory (AD) for internal users (SBP employees) management for role-based content uploading and publishing.

11. Documentation and Source Code

Handover Complete documentation of the website user manual, including all kinds of configurations (web, security, hosting, etc.). The vendor shall also provide the complete source code, as well as documentation of security, quality assurance and testing.

12. Training and Knowledge Transfer

Training and knowledge transfer of the platform includes trainings of five resources (Designers, Developers and Webmaster), five sessions of end-user training, one resource training of social media integration.

13. Forward Compatibility Retainer agreement for Continuous Improvements (CI), Future Developments and enhancements in the web platform.

Service Level Agreement (SLA): Web Site SLA including web content management system.

1. Reporting and Resolution time

Severity Level	Initial Response Time	Resolution
Severity High	15 minutes(review)	Vendor will provide the solution within the minimum possible timelines
Severity Medium	30 minutes	
Severity Low	1 hours	

Severity Level	Description
Severity High	Bugs/application errors/application down due to any kind of attack that leads to service outage.
Severity Medium	Website malfunction that lead to service or webpages degradation
Severity Low	Any kind of issue that is affecting any page feature on website

2. Web Site Service Level Agreement (SLA)

- i. Service provider will provide 05 years SLA.
- ii. Service provider will provide uninterrupted maintenance services as well as technical support on 24/7 basis.
- iii. All provided services to be available (up and running) at all times.
- iv. Service provider will provide agreed modifications on SBP website.
- v. Service provider will provide front-end and back-end development services to SBP for ad hoc development requests.
- vi. Service provider will create new and mold existing artwork and content as needed.
- vii. Service provider will provide procedure for daily website backups and ensure that it is functional.
- viii. A monthly performance report will be shared which will contain all the tasks/ jobs rendered.
- ix. A detailed monthly Google analytics report along with heat map will be shared.
- x. Optimization of website using Google tools and other verified tools.
- xi. Optimization of servers to improvise the performance.
- xii. Service provider will provide search engine optimization services

3. Warranty, SLA, software support and subscriptions will start from the date of Operational Acceptance certificate.

- i. Software subscriptions and licenses will be registered with the OEM in the name of State Bank of Pakistan. Supplier will provide evidence from OEM.
- ii. Supplier will provide access information of OEM site for directly logging of support case by SBP.
- iii. Supplier will provide services to run the software and allied components in operating condition in compliance with the warranty condition mentioned in software specifications and SLA requirements.
- iv. Supplier will fix software and allied components without any additional cost

v. Supplier will acknowledge SBP representatives' calls during and after standard business hours for logging of support cases and communicate the cases/incidents ID to SBP by telephone/email.

vi. SBP shall determine the incident severity level. Incident severity levels are defined as follows:

Response time for resolution

Severity Level	Initial Response Time
Level 1	4 Hours
Level 2	8 Hours
Level 3	18 Hours
Level 4	24 Hours

Severity	Condition	Example
Level 1	Critically Down	Production environment is down; a production system or production application is down or at severe risk; data corruption, loss, or risk has occurred; business is severely affected and inoperative and performance is unacceptable.
Level 2	Critically Degraded	Production environment is severely impaired; a production system or production application has been interrupted or compromised; there is risk of reoccurrence; there is significant impact on the business.
Level 3	Normal	Non-production system (e.g., test/development system) is down or degraded; a production system or production application has been degraded with a workaround in place; noncritical functionality has been lost; there is limited impact on the business.
Level 4	Low	There is no business or user impact.

4. Documentation and Reporting:

i. Supplier will provide installation, configuration and maintenance documentation for all supplied component under the contract.

ii. Supplier shall provide onsite support for installation and update the patches for all supplied software covered under agreement without any additional cost.

iii. SBP is entitled for all update/upgraded versions software supplied under this contract without any additional cost during SLA period.

iv. Supplier will submit incident report of call logged and get it signed by SBP representative before closing the incident.

v. Supplier will submit a quarterly report (or on need basis) to SBP for all calls logged during the relevant period with status of call

Payment Schedule:

The vendor will provide the cost breakdown in the following components.

- i. Design and development of the website / template
- ii. Cost of CMS including database and its implementation in the given environments
- iii. Migration of legacy data
- iv. SLA

Milestone #	Description	Payment % / Amount
	Advance	Nil
1	Design and development of the website template on the approved design on proposed CMS and Implementation of Web Content management Platform	50% of the component Cost
2	Implementation of CMS and databased in the given environment	50% of the component Cost
3	Migration of old SBPs' website contents, data, linkages and other related data to new website – Beta Testing & Review	50% of the component
4	Migration of old SBPs' website contents, data, linkages and other related data to new website – Site Launch	Remaining 50% of the above three components
5	SLA Charges	SLA payments shall be paid bi-annually at the end of each six-month period subject to confirmation from ECD.

Appendix B

(Services and Facilities Provided by the Client)

(If any)

Appendix C

(Focal Persons)

Sr.#	Name	Designation	Contact Details (Tel/Mob# & Email)
1.			
2.			
3.			

Appendix D

(Contract Price/Rates)

Appendix E

(Schedule of Payments)

Appendix F

(Service Provider's Financial Bid)

(Notification of Award)

(Letter of Acceptance)

(Performance Guarantee)

To:

The Director,
General Services Department,
SBP Banking Services Corporation (HOK),
4th Floor BSC House, I.I Chundrigar Road,
Karachi

Dear Sir,

WHEREAS (**Name of the Service Provider**) (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract **ITB No. GSD (Proc. II) /ERD-Website Revamping/50127/2024** to "**Procurement of Development & Maintenance Services for the External Website of State Bank of Pakistan (SBP)**" (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a bank guarantee by a reputable commercial bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of [**amount of the guarantee in words and figures**], and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [**amount of guarantee**] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2024.

Signature and seal of the Guarantors

[name of commercial bank or financial institution]

[address]

Appendix J

(Integrity Pact)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004
Declaration of Fees, Commissions and Brokerage, etc Payable by the Suppliers of Goods, Services & Works

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Service provider] 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 Service provider] as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

*****End of Document*****