



BIDDING DOCUMENTS FOR SERVICES

Procurement of Services of a Software House/ Firm for Software Development

**(National Open Competitive Bidding under Single Stage Two Envelope Procedure of
Public Procurement Rules-2004)**

February 2024

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Section I: Invitation to Bid



SBP BANKING SERVICES CORPORATION

Invitation to Bid (ITB)

ITB No. GSD (Proc. II) / ITP&PMD-Software Development Services/6795/2024

SBP Banking Services Corporation on behalf of the State Bank of Pakistan invites sealed bids from eligible Bidders, registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for the following Software Development Services for a period of three years:

Package#	Package Title
Package-I	Software development Services for Custom Applications
Package-II	Software development Services for Temenos Core Banking Solution

The interested Bidders can submit bid(s) against one or both package(s) mentioned above. However, a separate bid will have to be submitted for each package and similarly the evaluation process and award of contract for each package will be carried out separately as per the provisions of Bidding Documents.

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 the SBP website at www.sbp.org.pk. In case of any discrepancy/conflict, provisions of Bidding Documents including any addenda posted on the procuring agency's website, shall prevail.

A pre-bid meeting for each package will be held on **February 26, 2024 at 11:00 AM** via Zoom Meeting Application. Meeting ID & Password are given in the Bidding Documents. The prospective firms can also 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 the bid submission deadline given below:

Package #	Bid Submission Deadline	Bid Opening Schedule
Package-I	March 12, 2024 11:00 AM	March 12, 2024 11:30 AM
Package-II	March 12, 2024 12:00 PM	March 12, 2024 12:30 PM

All bids will be opened as per the Bid Opening Schedule detailed above, at Learning Resource Centre/HMR, 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

Senior Joint Director
Procurement Division-II
General Services Department
4th Floor, BSC House, State Bank of Pakistan
I.I Chundrigar Road, Karachi
Tel: (021) 3311-5420/5477/5963/5478
Email: gsd.proc2@sbp.org.pk

Section II: Instructions to Bidder

A. General

1. Scope of Bid	<p>1.1. SBP Banking Services Corporation, on behalf of State Bank of Pakistan, having its principal place of business at I.I. Chundrigar Road, Karachi, hereinafter called the “Bank”, invites sealed bids from tax registered eligible Bidders pursuant to Rule-36(b) “Single stage two envelopes procedure” of Public Procurement Rules-2004 (PPR-2004) for “Procurement of Services of a Software House/ Firm for Software Development” as detailed in the Bidding Documents.</p> <p>1.2. The procurement title and identification number of the Invitation to Bid (ITB) and resulting Contract(s) are provided in the Bid Data Sheet (BDS).</p>
2. Eligible Bidders	<p>2.1. Except as provided in Instructions to Bidders (ITB) 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 Bid Data Sheet (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 as a result of corrupt and fraudulent practices under Rule 19 of Public Procurement Rules (PPR)-2004, shall not be permitted to submit the bid(s). 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 the Bank shall 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 Bid Data Sheet (BDS).</p> <p>3.2. All bidders shall provide all the documents with their bids as specified in the BDS.</p> <p>3.3. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria as specified in the BDS.</p>
4. One Bid per Bidder	<p>4.1. Each Bidder shall submit only one Bid against each package.</p>

5. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid(s), and the Bank in no case will be held responsible or liable for those costs.
6. Visit to Bank's Premises	<p>6.1. If the conditions so permit, the Bank may allow Bidder to visit the Bank premises and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid(s) and entering into the Contract. The costs of visiting shall be at the Bidder's own expense.</p> <p>6.2. If the conditions so permit, the Bank will arrange for the Bidder and any of its personnel or agents to gain access to the relevant premises to observe the activities that may help them in preparing their bids more competitive, provided that the Bidder gives the Bank adequate notice of a proposed visit of at least seven (07) days prior to deadline for submission of bid. Alternatively, the Bank may organize a visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.2. Until otherwise stated in BDS failure of a Bidder to make a visit will not be a cause for its disqualification.</p> <p>6.3. No visits shall be arranged or scheduled after the deadline for the submission of the bids and prior to the award of Contract(s).</p>
B. Bidding Documents	
7. Content of the Bidding Documents	<p>7.1. The content of the Bidding Documents is listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9:</p> <ul style="list-style-type: none"> i. Invitation to Bid. ii. Instructions to Bidders (ITB) iii. Bid Data Sheet (BDS) iv. Form of Bids v. Evaluation Criteria vi. Form of Contract vii. General Conditions of Contract (GCC) viii. Special Conditions of Contract (SCC) ix. Format of Securities x. Description of Services, Performance Specifications & TORs xi. Appendices <p>7.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>7.3. 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>
8. Clarification of Bidding Documents and Pre-bid Meeting	<p>8.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Bank in writing at the given addresses (i.e. surface mail or email) 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 prior to the deadline for submission of bids.</p> <p>8.2. 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 provide clarity on scope of services and to answer questions that may be raised at this stage,</p>

	with particular attention to issues related to the Scope of Services/Technical Requirements.
9. Amendment of Bidding Documents	<p>9.1. At any time prior to the deadline for submission of bid(s), the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may amend the Bidding Documents to share any information that becomes necessary for bidding under Rule 23 (3) of PPR-2004. Such amendments shall take precedence over the existing document.</p> <p>9.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be uploaded on SBP website at www.sbp.org.pk. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.</p> <p>9.3. In order to afford prospective Bidders reasonable time to take the amendment(s) into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.</p>
C. Preparation of Bids	
10. Language of Bid	10.1. The bid(s) prepared by the Bidder, as well as all correspondence and documents related to the bid(s) exchanged by the Bidder and the Bank shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu in which case, for purposes of interpretation of the Bid, the translation shall govern.
11. Documents Comprising the Bid	<p>11.1. The bid(s) submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> a) The Forms of Bid (in the format indicated in Section III i.e. Forms for Technical Proposal & V Forms for Financial Proposal); b) Bid Security; c) Price Schedule; d) Qualification Information Form and Documents; e) Any other materials / services required to be completed and submitted by bidders, as specified in the BDS.
12. Bid Prices	<p>12.1. The Contract(s) shall be executed for the Services, as described in the Appendix A of the contract.</p> <p>12.2. The Bidder shall fill in rates / prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule.</p> <p>12.3. 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/rates 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/rates.</p> <p>12.4. If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.5 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the bid(s) all the</p>

	information required under the Special Conditions of Contract and of the General Conditions of Contract.
13. Currencies of Bid and Payment	13.1. Price quoted by the Bidder and the payments to be made by the Bank will be in Pak Rupees.
14. Bid Validity	14.1. Bids shall remain valid for the period specified in the BDS . 14.2. In exceptional circumstances, the Bank may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting the 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 15 in all respects.
15. Bid Security	15.1. The bid security shall be denominated in the currency of the bid price/rate: <ul style="list-style-type: none"> a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a schedule bank; b) shall be in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank prior to bid submission; c) be payable promptly upon written demand by the Bank; d) be submitted in its original form; copies will not be accepted; e) remain valid for a period of 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 pursuant to ITB Clause 14.2. f) bids submitted with insufficient bid security will be rejected. g) bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the authority letter for receiving the instrument. h) the Most Advantageous Bidder's bid security will be released/ returned upon the submission of performance guarantee. i) the bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of SBP BSC. 15.2. The bid security may be forfeited: <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 Most Advantageous Bidder, if the Bidder fails to sign the Contract under ITB Clause 29 or fails to provide Performance Guarantee.
16. Format and Signing of Bid	16.1. The Bidder shall prepare one original and at least one copy of the bid(s) 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. 16.2. The original and all copies of the bid(s), each consisting of the documents listed in ITB Clause 11.1 , shall be typed or written in

	<p>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(s) under ITB Clause 11.1. 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(s) shall initial all pages of the bid(s), except for the un-amended printed literature.</p> <p>16.3. The bid(s) shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid(s).</p>
D. Submission of Bids	
<p>17. Sealing and Marking of Bids</p>	<p>17.1. The Bidder shall seal the original and each copy of the bid(s) 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>17.2. In addition to the identification required in Sub-Clause 17.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid(s) to be returned unopened in case it is declared late, under ITB Clause 19.</p> <p>17.3. 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(s).</p>
<p>18. Deadline for Submission of Bids</p>	<p>18.1. 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>18.2. The Bank may extend the deadline for submission of bids by issuing an amendment under ITB Clause 9, 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>
<p>19. Late Bids</p>	<p>19.1. Any Bid received (through an authorized representative or courier/postal service) by the Bank after the deadline prescribed in ITB Clause 18 will be returned unopened to the Bidder.</p>
<p>20. Modification and Withdrawal of Bids</p>	<p>20.1. The Bidder may modify or withdraw its bid against one or both packages 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 18.</p> <p>20.2. No bid can be modified after the deadline for submission of bids.</p> <p>20.3. 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 & Evaluation	
21. Bid Opening	<p>21.1. The Bank will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS.</p> <p>21.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
22. Process to Be Confidential	<p>22.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Bank to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>22.2. 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>22.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.</p>
23. Clarification of Bids	<p>23.1. During the bid(s) evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid(s). The request for clarification and the response shall be in writing, and no change in the price or substance of the bid(s) shall be sought, offered, or permitted.</p>
24. Preliminary Examination	<p>24.1. 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/ 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 Proposal under Section III and relevant documents under Section IV. <p>24.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>24.3. Bids submitted without a signed Bid Form by the authorized nominee of the Bidder will be rejected.</p> <p>24.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>24.5. Bids submitted late will also be rejected.</p>
25. Correction of Errors	<p>25.1. 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> <ul style="list-style-type: none"> 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; ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail.

	25.2. The amount stated in the bids 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.
F. Award of Contract	
26. Award Criteria	26.1. The contract, separately for each package, will be awarded to the Most Advantageous Bidder whose bid has been found technically & commercially compliant, who has offered the lowest evaluated cost, and emerged as the most advantageous Bidder. Provided further that the Bidder is determined to perform the contract satisfactorily.
27. Bank's Right to Reject all the Bids	27.1. 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.
28. Bank's Right to Vary Scope of Services at Time of Award	28.1. 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 .
29. Notification of Award and Signing of Agreement	29.1. Prior to the expiration of the period of bid validity, the Bank will notify the most advantageous Bidder separately for each package in writing, via registered letter/email, that its bid has been accepted. 29.2. The notification of award will constitute the formation of the Contract. 29.3. Upon the most advantageous Bidder's furnishing of the performance guarantee pursuant to ITB Clause 31 , the Bank will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15 29.4. Most Advantageous Bidder shall sign Contract on stamp paper after paying stamp duty as per applicable stamp duty act and will return to the Client within 15 days.
30. Disqualification Prior to Contract Signing	30.1. 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 applicable laws.
31. Performance Guarantee	31.1. 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 . 31.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 31.1 shall constitute sufficient

	<p>grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder.</p> <p>31.3. The Performance guarantee may be forfeited if a Bidder:</p> <ol 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.
<p>32. Advance Payment and Security</p>	<p>32.1. Bank will not provide any Advance Payment.</p>
<p>33. Grievances Redressal</p>	<p>33.1. 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>
<p>34. Code of Conduct</p>	<p>34.1. 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> <ol style="list-style-type: none"> 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; ii. <i>"collusive practices"</i> 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; iii. <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; iv. <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 v. <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>34.2. 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).</p>

34.3. 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 the 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.

34.4. 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.

34.5. 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.

34.6. 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.

	<p>34.7. 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:</p> <ul style="list-style-type: none"> 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 client. 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 <ul style="list-style-type: none"> 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. <p>34.8. 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>
<p>35. Overriding Effect of PPR-2004</p>	<p>35.1. Whenever in conflict with these documents the stipulation of PPR-2004 shall prevail.</p>
<p>36. Beneficial Ownership Information</p>	<p>36.1. For Services worth Rs.50 Million or above, the Bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, Bank shall:</p> <ul style="list-style-type: none"> i. Blacklist the said company in accordance with Rule 19(1)(a) of Public Procurement Rules, 2004, ii. Reject the bid of the said company.

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)	<ul style="list-style-type: none"> • Procurement Title: <i>“Procurement of Services of a Software House/ Firm for Software Development”</i> • Reference Number: <i>ITB No. GSD (Proc. II) / ITP&PMD-Software Development Services/6795/2024</i> • Procurement Method: <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i> <p>Procurement Procedure: <i>“Single Stage Two Envelopes Procedure” as per Rule-36(b) of PPR-2004</i></p>																			
(2.7) & (3.2 & 3.3)	<p>The mandatory eligibility/qualification criteria is as follows:</p> <p>For Package-I:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr.#</th> <th style="text-align: center;">Minimum Eligibility/ Qualification Criteria</th> <th style="text-align: center;">Means of Verification</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>The Interested Firm must appear on the Active Tax Payers List of FBR.</td> <td>Proof of ATL and copy of Tax Registration Certificate</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>The Interested Firm must be incorporated / registered in Pakistan.</td> <td>Copy of Certificate of Incorporation / Registration</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Bidder must have verifiable service / support office in Karachi-Pakistan.</td> <td>Provide Office Address and Contact Details</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>The Interested Firm must have at least 04 years of experience in Software development on Various platforms including Oracle EBS, Oracle Application Express, Oracle Forms and Report, Mobile application Development and other Web application development platforms</td> <td>Copy of relevant Contracts / Purchase Orders / Completion Certificates or any other document acceptable to Client. If required, Bank may ask for the methodology used for execution of these projects.*</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>The Interested Firm must have a team of Software Development Experts in each of the following areas; <ul style="list-style-type: none"> • <i>At least two (02) Software Development Experts of Oracle Development Platform (Forms, Reports), Oracle EBS, including Database (SQL, PL/SQL, and SQL*Loader Languages & Tools).</i> • <i>At least three (03) Software Development Experts of Oracle</i> </td> <td>Detail of Experts as per TECH Form 6.</td> </tr> </tbody> </table>		Sr.#	Minimum Eligibility/ Qualification Criteria	Means of Verification	1.	The Interested Firm must appear on the Active Tax Payers List of FBR.	Proof of ATL and copy of Tax Registration Certificate	2.	The Interested Firm must be incorporated / registered in Pakistan.	Copy of Certificate of Incorporation / Registration	3.	Bidder must have verifiable service / support office in Karachi-Pakistan.	Provide Office Address and Contact Details	4.	The Interested Firm must have at least 04 years of experience in Software development on Various platforms including Oracle EBS, Oracle Application Express, Oracle Forms and Report, Mobile application Development and other Web application development platforms	Copy of relevant Contracts / Purchase Orders / Completion Certificates or any other document acceptable to Client. If required, Bank may ask for the methodology used for execution of these projects.*	5.	The Interested Firm must have a team of Software Development Experts in each of the following areas; <ul style="list-style-type: none"> • <i>At least two (02) Software Development Experts of Oracle Development Platform (Forms, Reports), Oracle EBS, including Database (SQL, PL/SQL, and SQL*Loader Languages & Tools).</i> • <i>At least three (03) Software Development Experts of Oracle</i> 	Detail of Experts as per TECH Form 6.
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	<p><i>Application Express (APEX)</i></p> <ul style="list-style-type: none"> • <i>At least two (02) Expert Mobile Application Developers of both iOS and Android platforms Development & Publishing</i> • <i>At least two (02) Expert Application Developers of .Net, Java(J2EE), PHP, Mysql, C sharp, Laravel and Durpal</i> • <i>At least two (02) Quality Assurance Experts</i> 	
6.	<p>Cyber Security Requirements;</p> <ul style="list-style-type: none"> • <i>Third Party Service Provider/Bidder must have formal procedures for on-boarding employees. On-boarding procedures must include background checks.</i> • <i>Employees of Third Party Service Provider/Bidder shall comply with SBP applicable Cyber Security policies and procedures.</i> • <i>Third Party Service Provider/Bidder shall sign Non-Disclosure Agreement (NDA) with SBP.</i> • <i>Third Party Service Provider/Bidder must have documented cyber/information security policy.</i> • <i>Third Party Service Provider/Bidder shall provide documented customer privacy and data security policy</i> 	<p>Detail of relevant documentation such as Approved Policies and Procedures, Bidders Certification/Compliance with International Security Standards</p>
7.	<p>The Interested Firm must submit an affidavit that it has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).</p>	<p>Affidavit on stamp paper of Rs. 100/- as per format given at TECH Form 5.</p>
8.	<p>The Interested Firm should have a Sales Turnover of at least PKR 50 million per annum in any of the last three financial years.</p>	<p>Copy of Audited Financial Statements or FBR Tax Returns.</p>
<p><i>* Client may ask the participating firms to present the methodology adopted for previous projects referred above.</i></p>		
<p><u>For Package-II:</u></p>		
Sr.#	Minimum Eligibility/ Qualification Criteria	Means of Verification

1.	The Interested Firm must appear on the Active Tax Payers List of FBR.	Proof of ATL and copy of Tax Registration Certificate
2.	The Interested Firm must be incorporated / registered in Pakistan.	Copy of Certificate of Incorporation / Registration
3.	Bidder must have verifiable service / support office in Karachi-Pakistan.	Provide Office Address and Contact Details
4.	The Interested Firm must have at least 04 years of experience in Software development on; <i>i. Temenos Core Banking Solution Transact (formerly T24 R15)</i> <i>ii. Transact platform including Java application development framework</i>	Copy of relevant Contracts / Purchase Orders / Completion Certificates or any other document acceptable to Client. If required, Bank may ask for the methodology used for execution of these projects.* <i>Note: Documentary evidence related to required experience of the parent / acquired firm(s) shall also be considered.</i>
5.	The Interested Firm must have a team of Software Development Experts in each of the following areas; <ul style="list-style-type: none"> • <i>At least two (02) Software Development Experts of Temenos Core Banking platform including Java application development framework</i> • <i>At least two (02) Quality Assurance Experts</i> 	Detail of Experts as per TECH Form 6.
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	7.	The Interested Firm must submit an affidavit that it has never 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 at TECH Form 5.
	8.	Bidder must have positive net worth as per last audited financial statement.	Attach Last Audited Financial Statement or Consolidated Financial Statement of the Bidder / Group / Parent Company.
	<p><i>*Client may ask the participating firms to present the methodology adopted for previous projects referred above.</i></p> <p>Note:</p> <ul style="list-style-type: none"> • The bids should be submitted in sealed envelopes separately for each package. • Only one bid is required to be submitted against each package as alternative proposals are not permitted. • Any bidder, who is submitting bid for both packages, will have to submit separate bid for each package along with required documents. • Separate evaluation process will be carried out for each package and qualification of a bidder against one package will not be construed as implied qualification against bids submitted for both packages. • No preferential treatment will be given to any Bidder having submitted more than one bids. 		
8.2	<p>A Pre-Bid meeting will be held on February 26, 2024 at 11:00 AM via Zoom Application.</p> <p>Zoom Meeting ID & Password are given as:</p> <ul style="list-style-type: none"> • Meeting Link: https://us05web.zoom.us/j/84809695598?pwd=KxroVh70HjCgWhbVIgeoLOaa4g9nbn.1 • Meeting ID: 848 0969 5598 • Password: sunny1234 <p>Bidders are encouraged to attend the pre-bid meeting.</p>		
12.4	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.		
14.1	The period of Bid validity shall be 180 (One Hundred Eighty Days) after the opening of the Bids.		
15	Separate Bid Security against each package must accompany the bid (technical bid) of that package in favour of SBP BSC (FTN# 9022604-6) as per following details.		

Package#	Bid Security Amount (Rs.)
Package-I	500,000/-
Package-II	500,000/-

Bid security can be submitted in the form of Pay Order / Bank Draft/ Call Deposit / Bank Guarantee drawn in favor of SBP BSC along with Technical Bid/Proposal in sealed envelope. Bid/s found deficient or without bid security will be rejected. Bid security should be prepared in favor of SBP BSC.

**In case of Bank Guarantee, the validity of guarantee should be 28 days beyond bid validity period.*

16 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**.

All participating bidders are required to submit a **scanned copy of the submitted Original Technical Proposal Only** after the opening of the Financial Proposal at gsd.proc2@sbp.org.pk.

3.1 & 17.1 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. Following should be the contents of the **Technical Proposal Envelope:**

#	Description
1.	Form-I of Section III – Authorization Form of Bidder’s Representative
2.	Form-II of Section III – Technical Proposal Submission Form
3.	Form-III of Section III – Bid Security Form/Bank Guarantee
4.	Form-IV of Section III – Technical Compliance Form
5.	Form-V of Section III – Undertaking
6.	Form-VI of Section III – Detail of Experts

Following should be the contents of the **Financial Proposal Envelope**

#	Description
1.	Form-I of Section V – Financial Proposal Submission Form
2.	Form-II of Section V – Price Schedule in Pak. Rupees

Important Note: Above-mentioned forms are pre-requisite. Non-availability of the above-mentioned documents will result in the rejection of a bid.

18.1 The bids for each package must be submitted no later than:

	<table border="1"> <thead> <tr> <th>Package #</th> <th>Bid Submission Deadline</th> </tr> </thead> <tbody> <tr> <td>Package-I</td> <td>March 12, 2024 11:00 AM (Karachi Local Time)</td> </tr> <tr> <td>Package-II</td> <td>March 12, 2024 12:00 PM (Karachi Local Time)</td> </tr> </tbody> </table> <p>The Bid submission address is:</p> <p style="text-align: center;">Senior Joint Director, Procurement Division II General Services Department (GSD) BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: +92-21-3311-5420/5477/5963/5478 gsd.proc2@sbp.org.pk</p> <p>The Procuring Agency will communicate the opening of the Financial Proposal to the eligible/qualified bidders after the completion of Technical Evaluation.</p>	Package #	Bid Submission Deadline	Package-I	March 12, 2024 11:00 AM (Karachi Local Time)	Package-II	March 12, 2024 12:00 PM (Karachi Local Time)
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21	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at:</p> <p style="text-align: center;">Learning & Resource Center / Heritage Meeting Room, State Bank of Pakistan, I.I. Chundrigar Road, Karachi</p> <p>Date & Time of Bid Opening is as follows:</p> <table border="1"> <thead> <tr> <th>Package #</th> <th>Bid Opening Schedule</th> </tr> </thead> <tbody> <tr> <td>Package-I</td> <td>March 12, 2024 11:30 AM (Karachi Local Time)</td> </tr> <tr> <td>Package-II</td> <td>March 12, 2024 12:30 PM (Karachi Local Time)</td> </tr> </tbody> </table>	Package #	Bid Opening Schedule	Package-I	March 12, 2024 11:30 AM (Karachi Local Time)	Package-II	March 12, 2024 12:30 PM (Karachi Local Time)
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31.1	<p>The Bidder must furnish Performance Guarantee @ 5% (Five Percent) of the Contract Amount in the shape of either Pay Order / demand draft / call deposit or an unconditional Bank Guarantee from a Scheduled Bank, or in another form acceptable to the Bank. The Bank Guarantee must remain valid 28 days beyond the Contract's expiry date.</p> <p>Since separate contract will be signed for each package therefore separate performance guarantee must be submitted by the Most Advantageous Bidder(s) against each contract.</p>						

Section III: Forms for Technical Proposal

- 1. TECH Form 1- Authorization Form for Bidder's Representative**
- 2. TECH Form 2 - Technical Proposal Submission Form**
- 3. TECH Form 3 - Bid Security Form/Bank Guarantee**
- 4. TECH Form 4 - Technical Compliance Form**
- 5. TECH Form 5 - Undertaking**
- 6. TECH Form 6 - Detail of Experts**

TECH Form 1: Authorization Form for Bidder's Representative

(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

IFB No: ITB No. GSD (Proc. II) / ITP&PMD-Software Development Services/6795/202.
Title: "Procurement of Services of a Software House/ Firm for Software Development"

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: _____

TECH Form 2: Technical Proposal 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 Proposal and Schedule of Prices attached herewith and made part of this Bid. We are submitting our proposal for "Procurement of Services of a Software House/ Firm for Software Development" to State Bank of Pakistan.

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 21** 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.

Signed: [insert signature(s) of an authorized representative(s) of the Bidder]

Name: [insert full name of the person signing the Bidder]

In the capacity of [insert capacity of the person signing the Bidder]

Duly authorized to sign the Bid for and on behalf of: [insert full name of the Bidder]

Address: [insert street number/town or city/country address]

Dated: [insert date the document is signed i.e. day number] day of [insert month], [insert year]

TECH Form 3: Bid Security Form/Bank Guarantee

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert: Name and Address of Bank]*

Date: *[insert: date]*

BID GUARANTEE No.: *[insert: Bid Guarantee Number]*

Whereas, M/s ----- (hereinafter called "the Service Provider") has submitted its Bid dated ----- for "**Procurement of Services of a Software House/ Firm for Software Development**" (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 Bank") 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 _____ 2023.

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 Bank during the period of Bid Validity, (i) failure to sign the contract if required by Bank 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 Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank 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.

Name: in the capacity of

Signed: _____ **[Signature of the Commercial Bank]** _____

Dated on day of 2024

TECH Form 4: 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."	
2	All the stated Terms and Conditions of the Contract.	
3	The Bid is unconditional.	

Seal and Signature of Bidder: _____

General Note

- *The Financial Proposal of only eligible/qualified bidders for respective package will be opened and the bid found to be the Most Advantageous i.e. having fulfilled the eligibility/qualification criteria and lowest evaluated rates shall be accepted and will be awarded the Contract.*

TECH Form 5: Undertaking

(Over Stamp Paper of Rs. 100)

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: _____

TECH Form 6: Details of Experts

DETAILED CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

1. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

2. **Name of Staff** [*Insert full name*]: _____

3. **CNIC No** (if Pakistani): _____ **or Passport No:** _____

4. **Educations/Certifications:**

<i>Degree/Certification, (if any)</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

5. **Employment Record** [*Starting with present position, list in reverse order every employment held in the relevant areas*]

<i>Employer</i>	<i>Position</i>	<i>Role Description</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

6. **Relevant Experience:**

<i>Assignment Title</i>	<i>Client Name</i>	<i>Brief Scope of Assignment</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

7. Undertaking:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative: _____

Note: Bank can demand the relevant document(s) related to the details mentioned in the CV. In case of failure, Bank will not consider the CV for evaluation.

Section IV: Minimum Eligibility/Qualification Criteria

The Technical Eligibility & Qualification will be evaluated totally on compliance-based method.

Package-I		
Sr.#	Minimum Eligibility/ Qualification Criteria	Means of Verification
1.	The Interested Firm must appear on the Active Tax Payers List of FBR.	Proof of ATL and copy of Tax Registration Certificate
2.	The Interested Firm must be incorporated / registered in Pakistan.	Copy of Certificate of Incorporation / Registration
3.	Bidder must have verifiable service / support office in Karachi-Pakistan;	Provide Office Address and Contact Details
4.	The Interested Firm must have at least 04 years of experience in Software development on Various platforms including Oracle EBS, Oracle Application Express, Oracle Forms and Report, Mobile application Development and other Web application development platforms	Copy of relevant Contracts / Purchase Orders / Completion Certificates or any other document acceptable to Client. If required, Bank may ask for the methodology used for execution of these projects.*
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6.	<p>Cyber Security Requirements;</p> <ul style="list-style-type: none"> • <i>Third Party Service Provider/Bidder must have formal procedures for on-boarding employees. On-boarding procedures must include background checks.</i> • <i>Employees of Third Party Service Provider/Bidder shall comply with SBP applicable Cyber Security policies and</i> 	Detail of relevant documentation such as Approved Policies and Procedures, Bidders Certification / Compliance with International Security Standards

	<p><i>procedures.</i></p> <ul style="list-style-type: none"> • <i>Third Party Service Provider/Bidder shall sign Non-Disclosure Agreement (NDA) with SBP.</i> • <i>Third Party Service Provider/Bidder must have documented cyber/information security policy.</i> • <i>Third Party Service Provider/Bidder shall provide documented customer privacy and data security policy</i> 	
7.	The Interested Firm must submit an affidavit that it has never 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 at TECH Form 5.
8.	The Interested Firm should have a Sales Turnover of at least PKR 50 million per annum in any of the last three financial years.	Copy of Audited Financial Statements or FBR Tax Returns.

**Client may ask the participating firms to present the methodology adopted for previous projects referred above.*

Package-II		
Sr.#	Minimum Eligibility/ Qualification Criteria	Means of Verification
1.	The Interested Firm must appear on the Active Tax Payers List of FBR.	Proof of ATL and copy of Tax Registration Certificate
2.	The Interested Firm must be incorporated / registered in Pakistan.	Copy of Certificate of Incorporation / Registration
3.	Bidder must have verifiable service/support office in Karachi-Pakistan;	Provide Office Address and Contact Details
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5.	<p>The Interested Firm must have a team of Software Development Experts in each of the following areas;</p> <ul style="list-style-type: none"> • <i>At least two (02) Software Development</i> 	Detail of Experts as per TECH Form 6.

	<p><i>Experts of Temenos Core Banking platform including Java application development framework</i></p> <ul style="list-style-type: none"> • <i>At least two (02) Quality Assurance Experts</i> 	
6.	<p>Cyber Security Requirements;</p> <ul style="list-style-type: none"> • <i>Third Party Service Provider / Bidder must have formal procedures for on-boarding employees. On-boarding procedures must include background checks.</i> • <i>Employees of Third Party Service Provider/Bidder shall comply with SBP applicable Cyber Security policies and procedures.</i> • <i>Third Party Service Provider/Bidder shall sign Non-Disclosure Agreement (NDA) with SBP.</i> • <i>Third Party Service Provider/Bidder must have documented cyber/information security policy.</i> • <i>Third Party Service Provider/Bidder shall provide documented customer privacy and data security policy.</i> 	<p>Detail of relevant documentation such as Approved Policies and Procedures, Bidders Certification / Compliance with International Security Standards</p>
7.	<p>The Interested Firm must submit an affidavit that it has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).</p>	<p>Affidavit on stamp paper of Rs. 100/- as per format given at TECH Form 5.</p>
8.	<p>Bidder must have positive net worth as per last audited financial statement.</p>	<p>Attach Last Audited Financial Statement or Consolidated Financial Statement of the Bidder / Group / Parent Company.</p>

**Client may ask the participating firms to present the methodology adopted for previous projects referred above.*

Note:

1. Bidders must submit documentary evidences in support of above. In case of non-submission hereof, the relevant bid will be rejected.
2. Any Bidder participating for both packages will have to submit separate bid for each package along with required documents.
3. Separate evaluation process will be carried out for each package and qualification of a Bidder against one package will not be construed as implied qualification against bids submitted for both packages.
4. No preferential treatment will be given to any Bidder having submitted the bids for more than one packages.
5. The Financial Proposals of the only technically compliant Bidders will be opened and the bid found to be the most advantageous bid against each package shall be accepted.

Seal and Signature of Bidder: _____

Section V: Forms for Financial Proposal

- 1. Fin. Form 1- Financial Proposal Submission Form**
- 2. Fin. Form 2 - Price Schedule**

Fin. Form 1: Financial Proposal 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 Proposal 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 for providing Software Development Services [*Package title*], 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 SBP Banking Services Corporation.

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 21** 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 _____ 2023.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Fin. Form 2: Price Schedule**(Forms Fin. 1 - Letter of Financial Proposal AND Relevant Form Fin. 2 must be Submitted Separately in a Sealed Envelope)****Package-I**

Description	Per Workday Rate (Rs.)	Applicable Sindh Sales Tax (Rs.)	Total Rate (Rs.) <i>(Inclusive of Applicable Indirect Sales Tax)</i>
	A	B=A x SST	C=A+B
Package-I Software Development Services for Custom Applications (SRS to Go Live and post implementation support)			

Package-II

Description	Per Workday Rate (Rs.)	Applicable Sindh Sales Tax (Rs.)	Total Rate (Rs.) <i>(Inclusive of Applicable Indirect Sales Tax)</i>
	A	B=A x SST	C=A+B
Package-II Software Development Services for Temenos Core Banking (SRS to Go Live and post implementation support)			

Note:

- i. A Workday is defined as the normal business working day of Service Provider's team excluding holidays for the accomplishment of a software development project.
- ii. The bidder is required to quote the unit rate for one workday by foreseeing it's all costs associated to the completion of any particular project.
- iii. The total number of workdays shall be conveyed to the bidder in each project.
- iv. No advance/extra payment will be made to the bidder.
- v. The quoted rate will be fixed during the currency of contract. The contract rates "is not" subject to any price adjustment. 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 equally accounted for by both the parties 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 rates would be adjusted accordingly.

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 in Sindh Will Be the Responsibility of the Most Advantageous Bidder)

CONTRACT FOR SERVICES



“Procurement of Services of a Software House/ Firm for Software Development”

Between

State Bank of Pakistan

and

Most Advantageous Bidder

DD-MM-YYYY

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month], [year]*, between, **State Bank of Pakistan** (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) having its office at 7th Floor, SBP Main Building, I.I Chundrigarh Road, Karachi

AND

M/s *[name of service provider]* incorporated/registered under the applicable laws in Pakistan, having its principal office at _____. (hereinafter referred to as 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 services provider to provide certain services as defined in **Appendix A** of in this Contract (hereinafter called the "Services");
- (b) the service provider, having represented to the Client that it has the required experience and expertise, and agreed to provide the Services on the terms and conditions set forth in this Contract;

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 the Contract;
 - (c) Appendices:
 - i. Appendix A: *Description of the Services, Performance Specifications & Terms of Reference*
 - ii. Appendix B: *Services and Facilities Provided by the Client*
 - iii. Appendix C: *Key Personnel Names*
 - iv. Appendix D: *Breakdown of the Contract Price*
 - v. Appendix E: *Schedule of Payments*
 - vi. Appendix F: *Service Provider's Bid*
 - vii. Appendix G: *Notification of Award*
 - viii. Appendix H: *Letter of Acceptance*
 - ix. Appendix I: *Performance Guarantee*
 - x. Appendix J: *Integrity Pact*
 - xi. Appendix K: *Non-Disclosure Agreement*
 - xii. Appendix L: *Beneficial Ownership Information*

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C & Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the service provider shall be as set forth in the Contract, in particular:
 - (a) The service provider shall carry out the Services 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.

3. The Service provider shall provide the Services during the period commencing _____ and continuing through _____ 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 State Bank of Pakistan	For and on behalf of the Most Advantageous Bidder
<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: _____

General Conditions of Contract (GCC)

A. General Provisions	
1. Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan. (b) “Contract” means the legally binding written agreement signed between the Client and the service provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). (c) “Day” means a calendar day unless indicated otherwise. (d) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 10. (e) “Experts” means Staff of the Contractor. (f) “GCC” means General Conditions of Contract; (g) “Government” means the Government of Pakistan. (h) “Authorized Representatives,” means key Staff of the service provider mentioned in Appendix C who will officially coordinate with Client. (i) “Local Currency” means the currency of the Islamic Republic of Pakistan. (j) “Party” means the Client or the service provider, as the case may be, and “Parties” means both of them. (k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. (l) “Services” means the work to be performed by the service provider pursuant to this Contract, as described in Appendix A hereto.
2. Relationship between the Parties	<p>2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the service provider. The service provider, subject to this Contract, has complete expertise and experience for performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p> <p>2.2 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>2.3 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. 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</p>

	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 or was deployed to the Client.
3. Applicable Law	3.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
4. Language	4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1 The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC. 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7. Authorized Representatives	7.1 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 services provider may be taken or executed by the officials specified in the SCC
8. Corrupt and Fraudulent Practices	8.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices In pursuance of this policy, the Client: (a) defines, for the purpose of this paragraph, the terms set forth below as follows: <i>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty or bid rigging;</i> (b) 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 practices in competing for the agreement in question; (c) will sanction a service provider, including declaring the service provider ineligible, either indefinitely or for a stated period of time, to be awarded a client agreement if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SBP BSC agreement; and (d) Under Rule 19 of PPR-2004 , “The Client can inter alia blacklist consultants/ service provider found to be indulging in corrupt or

	<p>fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <p>8.2 Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management:</p>															
	<table border="1"> <thead> <tr> <th>Nature of Offense/ Fault</th> <th>Means of Verification</th> <th>Proposed Action under Rule 19</th> </tr> </thead> <tbody> <tr> <td>Corruption</td> <td>Actual instance verifiable as per law of land and applicable rules and regulations of SBP</td> <td>Permanent blacklisting.</td> </tr> <tr> <td>Fraud</td> <td>Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.</td> <td>Blacklisting for 3-5 years (depending on severity of fraud)</td> </tr> <tr> <td>Collusion</td> <td>Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</td> <td>Blacklisting for 3 years.</td> </tr> <tr> <td>Performance Deficiencies</td> <td>Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/consultant.</td> <td>Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.</td> </tr> </tbody> </table>	Nature of Offense/ Fault	Means of Verification	Proposed Action under Rule 19	Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Permanent blacklisting.	Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)	Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/consultant.	Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.
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B. Commencement, Completion, Modification and Termination of Contract																
9. Effectiveness of Contract	9.1. This Contract shall come into force and effect on the date (the "Effective Date") as mentioned in the SCC.															
10. Termination of Contract for Failure to Become Effective	10.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC . The client shall consider termination of contract besides forfeiture of performance guarantee except the conditions specified under GCC 15 including temporary/permanent debarment if considered necessary.															
11. Commencement of Services	11.1. The service provider shall commence the Services not later than the number of days after the Effective Date specified in the SCC .															
12. Expiration of Contract	12.1. Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .															
13. Entire Agreement	13.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.															
14. Modifications or Variations	14.1. 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.															

<p>15. Force Majeure</p>	<p>15.1. <u>Definition</u></p> <p>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 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>15.2. <u>No Breach of Contract</u></p> <p>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> <ul 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>15.3. <u>Extension of Time</u></p> <p>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>
<p>16. Suspension</p>	<p>16.1. The Client may, by written notice of suspension to the service provider, suspend all the payments to the service provider hereunder if the service provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension</p> <ul style="list-style-type: none"> i. shall specify the nature of the failure, and ii. shall request the service provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the service provider of such notice of suspension.
<p>17. Termination</p>	<p>17.1. This Contract may be terminated by either Party as per provisions set up below:</p> <p>(a) By the Client</p> <p>17.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the service provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> a. If the service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;

	<ul style="list-style-type: none"> b. If the service provider becomes (or, if the service provider or any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; c. If the service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 35; d. If as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; f. If the service provider fails to confirm availability of Key Personnel as required in Clause GCC 24. <p>17.1.2. Furthermore, if the Client determines that the service provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen-(14) calendar days written notice to the service provider, terminate the service provider’s employment under the Contract.</p>
	<p>(b) By the service provider</p>
	<p>17.1.3. The service provider may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> a. If the Client fails to pay any money due to the service provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 35 within forty-five (45) calendar days after receiving written notice from the service provider that such payment is overdue. b. If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 35. d. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the service provider may have subsequently approved in writing) following the receipt by the Client of the service provider’s notice specifying such breach.
	<p>(c) Cessation of Rights and Obligations</p>
	<p>17.1.4. Upon termination of this Contract pursuant to Clauses GCC 10 or GCC 17 hereof, or upon expiration of this Contract pursuant to Clause GCC 12, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination</p>

	<p>or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 20, (iii) the service provider’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24, and (iv) any right which a Party may have under the Applicable Law.</p>
	<p>(d) Cessation of Services</p>
	<p>17.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18 (a) or GCC 18 (b), the service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
	<p>(e) Payment upon Termination</p>
	<p>17.1.6. Upon termination of this Contract, the Client shall make the following payments to the service provider:</p> <ul style="list-style-type: none"> a. payment for Services satisfactorily performed prior to the effective date of termination; and b. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 17.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
<p>C. Obligations of the Service Provider</p>	
<p>18. General</p>	<p>(a) Standard of Performance</p>
	<p>18.1. The service provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The service provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.</p> <p>18.2. The service provider shall employ and provide such qualified and experienced Experts/Personnel as are required to carry out the Services.</p>
	<p>(b) Law Applicable to Services</p>
	<p>18.3. The service provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts/personnel, comply with the Applicable Law.</p>
<p>19. Conflict of Interests</p>	<p>19.1. The service provider shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
	<p>(a) Prohibition of Conflicting Activities</p>

	<p>19.1.1. The service provider shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
	<p>(b) Strict Duty to Disclose Conflicting Activities</p>
	<p>19.1.2. The service provider has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the service provider or the termination of its Contract.</p>
20. Confidentiality	<p>20.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Bank to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>20.2. 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>20.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.</p>
21. Liability of the service provider	<p>21.1. Subject to additional provisions, if any, set forth in the SCC, the service provider liability under this Contract shall be provided by the Applicable Law.</p>
22. Reporting Obligations	<p>22.1. The service provider shall submit to the Client any and all such reports pertaining to the services directly or indirectly if and when required by the Client.</p> <p>22.2. There will be no employer employee relationship with the Client to any of the employees of the service provider.</p>
23. Proprietary Rights of the Client in Reports and Records	<p>23.1. The service provider will not share any details or information with anyone except after prior permission of the Client.</p>
D. Service Provider's personnel	
24. Description of Key Personnel	<p>24.1. Key personnel Means, the Staff of the service provider who will officially coordinate with Client as enlisted at Appendix C.</p>
25. Replacement of Key personnel	<p>25.1. Any replacement in key personnel at clause 24 will be communicated in writing to the designated official of the Client, who will communicate the same to all concerned quarters.</p>
26. Removal of Experts or Sub-contractors	<p>26.1. Any removal in key personnel at clause 24 will be communicated in writing to designated official of the Client, however total strength in this regard cannot be less than 2.</p>
E. Obligations of the Client	
27. Assistance	<p>27.1. No assistance regarding any type of exemption will be provided by the Client.</p>

28. Payment Obligation	28.1. In consideration of the Services performed by the service provider under this Contract, the Client shall make such payments to the service provider for the services specified in Appendix A and in such manner as is provided by GCC F below.
F. Payments to the Service Provider	
29. Contract Price	29.1. The Contract rates are fixed and is set forth in the Appendix D.
30. Taxes and Duties	30.1. The service provider is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
31. Currency of Payment	31.1. Any payment under this Contract shall be made in the Pak Rupees.
32. Terms of Payment	<p>32.1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>32.2. The Service Provider's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>32.3. Payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Agency has accepted it.</p> <p>32.4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.</p> <p>32.5. If the Procuring Agency fails to pay the Supplier any payment by its due date or within the period outlined in the SCC, the Procuring Agency shall pay the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p>
G. Fairness and Good Faith	
33. Good Faith	33.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
H. Settlement of Disputes	
34. Amicable Settlement	<p>34.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>34.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 35 shall apply.</p>
35. Dispute Resolution	35.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably will be resolved through Mediation. Both the parties will engage a mediator to help them resolve the dispute by clarifying the issues, facilitating the negotiation of key points to reach an amicable settlement

	35.2. Any dispute between the Parties arising under or related to this Contract that cannot be settled through mediation may be referred to by either Party to the adjudication/arbitration in accordance with the Arbitration Act, 1940.
36. Liquidated Damages	36.1. The service provider shall pay liquidated damages to the Client at the rate stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
37. Performance Guarantee	37.1. The service provider shall provide the Performance Guarantee to the Client not later than 21 days from the date of notification of award. The amount of Performance Guarantee is 5% of estimated contract price for entire period of the contract which should remain valid 28 days beyond expiry date of the contract.

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. The corresponding clause number of the GCC is indicated in parentheses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.(b) and 3.1	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.
4.1	The language is <u>English or Urdu</u> .
6.1 and 6.2	<p>The addresses are:</p> <p>Clients:</p> <p style="text-align: center;">The Director IT Program & Project Management Department State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: 021-3311-****</p> <p>The Service Provider:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>
7.1	<p>The Authorized Representatives are:</p> <ul style="list-style-type: none"> • For the Client: Name: _____ Designation: _____ • For the Service Provider: (Name & Designation) Name: _____ Designation: _____
9.1	The contract shall become effective from _____ .
10.1	Termination of Contract for Failure to Become Effective: The time period shall be fifteen (15) days.
11.1	Commencement of Services: _____ The number of days shall be maximum of fifteen (15) from the effectiveness date.

12.1	Expiration of Contract: The contract duration is three years from the effectiveness date.														
29.1	Rates as contained in Appendix – E.														
32	<p>The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:</p> <p>Payment for Software Development Services provided by the Service Provider against a specific requirement/order shall be made in <i>Pak. Rupees</i>, as follows:</p> <table border="1" data-bbox="513 537 1349 905"> <thead> <tr> <th data-bbox="513 537 1102 600">Deliverable</th> <th data-bbox="1102 537 1349 600">Payment Percentage*</th> </tr> </thead> <tbody> <tr> <td data-bbox="513 600 1102 699">1. Development of System Requirement Specifications (SRS) / Concept Document and its approval by Procuring Agency</td> <td data-bbox="1102 600 1349 699">20%</td> </tr> <tr> <td data-bbox="513 699 1102 762">2. Confirmation of UAT Completion by Procuring Agency</td> <td data-bbox="1102 699 1349 762">30%</td> </tr> <tr> <td data-bbox="513 762 1102 804">3. Completion of QA by Procuring Agency</td> <td data-bbox="1102 762 1349 804">20%</td> </tr> <tr> <td data-bbox="513 804 1102 846">4. Go Live</td> <td data-bbox="1102 804 1349 846">20%</td> </tr> <tr> <td data-bbox="513 846 1102 888">5. Post Go-Live Support (One Month)</td> <td data-bbox="1102 846 1349 888">10%</td> </tr> <tr> <td data-bbox="513 888 1102 905" style="text-align: center;">Total</td> <td data-bbox="1102 888 1349 905" style="text-align: center;">100%</td> </tr> </tbody> </table> <p data-bbox="513 905 1349 936"><i>*Of the Total Amount of a Particular Requirement/Order.</i></p> <p data-bbox="513 936 1349 968"><u>Additional Notes:</u></p> <ul style="list-style-type: none"> <li data-bbox="513 968 1349 1031">i. <i>No advance payment will be given against any requirement/order.</i> <li data-bbox="513 1031 1349 1125">ii. <i>Payment will be made subject to satisfactory performance endorsement by an authorized official(s)/Project Lead of the Bank.</i> 	Deliverable	Payment Percentage*	1. Development of System Requirement Specifications (SRS) / Concept Document and its approval by Procuring Agency	20%	2. Confirmation of UAT Completion by Procuring Agency	30%	3. Completion of QA by Procuring Agency	20%	4. Go Live	20%	5. Post Go-Live Support (One Month)	10%	Total	100%
Deliverable	Payment Percentage*														
1. Development of System Requirement Specifications (SRS) / Concept Document and its approval by Procuring Agency	20%														
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3. Completion of QA by Procuring Agency	20%														
4. Go Live	20%														
5. Post Go-Live Support (One Month)	10%														
Total	100%														
36.1	In case of any delay(s) in performance of the order form(s), the liquidated damages shall be 0.1% per day of the total amount of respective Order Form. The maximum amount of liquidated damages shall be 10% of the total amount of respective Order Form. Once maximum amount of liquidated damages is reached, the Procuring Agency may consider termination of the respective Order Form or Contract.														
37.1	The amount of Performance Guarantee is 5% of estimated contract price (respective package) for entire period of the contract which should remain valid 28 days beyond expiry date of the contract.														

APPENDICES

(To be finalized at the contract award stage)

1. Appendix A: *Description of the Services, Performance Specifications & Terms of Reference*
2. Appendix B: *Services and Facilities Provided by the Client*
3. Appendix C: *Key Personnel Names*
4. Appendix D: *Breakdown of the Contract Price*
5. Appendix E: *Schedule of Payments*
6. Appendix F: *Service Provider's Bid*
7. Appendix G: *Notification of Award*
8. Appendix H: *Letter of Acceptance*
9. Appendix I: *Performance Guarantee*
10. Appendix J: *Integrity Pact*
11. Appendix K: *Non-Disclosure Agreement*
12. Appendix L: *Beneficial Ownership Information*

Appendix A

Description of the Services, Performance Specification and Terms of Reference

1. Background:

IT Group of SBP receives Automation Requests for the development of various systems, software applications, web portals and Apps from various business domains of SBP and its subsidiaries. Most of these requirements are fulfilled either through enhancements in the existing software systems implemented in SBP or by developing new applications using the already available development platforms in SBP. These software platforms are divided into two packages and mainly include:

Package Title	Package Description
Package-I: Software Development Services for Custom Applications	<ul style="list-style-type: none">i. Oracle Application Express. (Oracle APEX)ii. Oracle E- Business Suite – Oracle ERPiii. Mobile Application Development and Publishingiv. Web Application Developmentv. Oracle Forms and Reports. Oracle Database (SQL, PL/SQL and SQL*Loader Languages & Tools), Other Databases e.g. MySql, DB2, SQL Server
Package-II: Software Development Services for Temenos Core Banking Solution	<ul style="list-style-type: none">i. Temenos Core Banking platform including Java application development framework

To accelerate the pace of automation and software development projects using contemporary project management methodologies (such as Agile, Rapid Application Development, etc.), SBP intends to sign up a service contract with highly professional, competent and reputable software houses/firms/companies working in Pakistan under applicable procurement process. The current estimation of such projects is around 20 per business year; however, the selected firm will be required to complete additional projects that may emerge during the currency of the contract.

2. Services Scope for both Packages:

Service requirements include:

- a. Develop complete new application(s) in any and/or combination of the above-mentioned platforms.
- b. The development required to implement enhancements in existing Systems on any or combination of these platforms

The efforts of typical Software Development Stages will include but are not limited to the following:

- i. Understanding and converting business requirements (provided by SBP) into technical requirements in coordination with the Client's business and IT Analysts. (System Requirement Specification (SRS) / Concept Document / User Stories)
- ii. Design, Change or Extend (for enhancements) existing Data Architecture and/or Database design

- iii. Developing Application's User Interface (UI/UX), Forms, Reports, Menus Options, Stored Procedures, Dash Boards, Cubes, Routines, Controls, and plug-ins
- iv. Implementing IT Security controls at various layers as per requirements
- v. Recommending and applying /enhancing Operational performance and Security Configurations wherever required
- vi. Integrate systems through design and development of interfaces between systems as per requirements
- vii. Perform Complete Quality Assurance of development including Unit, Smoke, Functional, Integration, Performance and Operational Testing
- viii. Perform Application Code Security Assessment using standard, compatible tools
- ix. Coordinate with SBP Teams for conducting User Acceptance Testing, User Training and fixing gaps identified during UAT
- x. Provide Coordination and Assistance for preparing environments for different stages such as UAT, Production deployment (wherever required).
- xi. Provide necessary documentation for the whole cycle including Project Plan, SRS, SDS, concept document, Architecture Design, Technical Manual and video trainings, Test Plan, Test cases, Quality Assurance Sign-off, User Manual as per requirement.
- xii. Technical support and knowledge transfer of the implemented system to SBP teams to enable them to handle techno-functional support and maintenance afterward.
- xiii. SBP will provide Development Environment and access to the service provider, however, the service provider may also utilize their development kits, utilities, tools and setups to complete the development assignments. However, remote access to SBP Test or Production Environments will not be provided.
- xiv. For On-site working at SBP, sitting arrangements as per SBP's standards and protocols will be available as per request to the development team working on the given assignment.
- xv. For QA, Security Assessment and testing, the service provider may be required to bring in their tools, unless otherwise mandated by SBP.

3. Technical Requirements for both Packages

The Client shall issue specific requirement software development through an Order Form(s) on need basis.

a. General Mechanism

- i. The service provider will nominate a Project Manager for each project who will be responsible for managing the project from their side.
- ii. SBP will provide the Business Requirement Document (BRD) to the service provider for each software project.
- iii. The service provider will review the BRD and perform analysis of the business requirements in coordination with SBP technical team and the concerned business users and provide the estimated work days and timelines of the project.
- iv. The Technical Team of SBP will review the Work Days and Timelines in coordination with business users. For each project, decision related to workdays and timelines finalization will be taken by SBP in consultation with service provider and business stakeholder.
- v. SBP will issue an Order Form for each project mentioning project deliverables, completion deadline and payment schedule. Payments will be released upon completion of agreed milestones as mentioned below:

Deliverable	Payment Percentage*
1. Development of System Requirement Specifications (SRS) / Concept Document and its approval by Procuring Agency	20%
2. Confirmation of UAT Completion by Procuring Agency	30%
3. Completion of QA by Procuring Agency	20%
4. Go Live	20%
5. Post Go-Live Support (One Month)	10%
Total	100%

No extra payment will be made in case of any delays due to SBP or Service Provider's side.

- vi. The service provider will then accept the Order Form, Submit the Project Plan to SBP team and deploy the Resources as per the time period mentioned in Table T in this document.

Sr. No	Activity - Service Provider	Lead Time of Delivery / Completion
1	Acceptance of Order Form	2 Working Days
2	Submission of Project Plan	7 Days from the date of the issuance of Order Form
3	Submission of Details of Resources working on the project including the identity details of resources with the MAC address of machine for Security clearance and access rights configuration	With the Project Plan
4	Deployment of Resources and Initiation of Project	Within 15 Days from the date of issuance of Order Form

- vii. The Technical Team of SBP will review the Implementation/Project Plan. For each project, decision related to Implementation/Project Plan will be taken by SBP in consultation with the service provider. Service provider will then develop the System Requirement Specifications (SRS) document or follow the Agile approach for development with the Concept document. Along with other details, the SRS / Concept document will contain objectives, functional, technical architecture, database & security designs specifications (where Applicable as per nature of project).
- viii. The Technical Team of SBP will review the SRS / Concept document in coordination with business users and provides the approval of the same to the service provider.
- ix. In the event of changes / enhancement in the agreed scope of work of a project including work days, timeline and total cost of the project, the SBP after thorough review will issue Change Order for revised scope after approval by SBP. Accordingly, the project details will be duly amended as per the scope changes.
- x. The service provider will be responsible to ensure end-to-end quality assurance, performance & stress testing, security assessment (including code penetration testing) as per the nature of project including friendly UI/UX customer journey of the developed software.
- xi. Quality assurance of software and deployment on production instance will be performed by SBP technical team with the assistance of service provider.

b. Lead Time for Order Form

- i. SBP will determine the priority of each project and may require development of at least 05 projects in parallel.
- ii. SBP will decide the priority of the projects according to business requirements and timelines.

c. Location of Services

- i. The location of development will be decided by SBP including possible options of On-premises, Off-Premises, using remote access to SBP development environment and/or Cloud based development.
- ii. Remote access to SBP Live environment will not be allowed in any case, unless the critical circumstances warrant so with due diligence and clearance from SBP.
- iii. The service provider shall be solely responsible for arranging the suitable team/resource for the delivery of services. Moreover, SBP shall not pay any additional amount for commute of service provider's resource to/from the location of services i.e. State Bank of Pakistan, I.I. Chundrigar Road, Karachi

d. Post-Deployment/Delivery Support

The service provider shall be responsible to complete the delivery and implementation of assignments including at least one-month post implementation support for all the items ordered during currency of the contract.

e. Software Security Requirements

1. Application, wherever required and applicable, must have:
 - a. Comprehensive User ID management
 - b. Authorization mechanism RBAC (Role-based Access Control)
 - c. The access control mechanism with security administrator role which allows security administrator to perform user and role management tasks such as manage roles (create, update, disable), users (create, update, disable, activate, assign, or change roles).
 - d. Passwords as well as Multi-Factor Authentication Mechanism for granting user access.
 - e. Integration with popular MFA systems.
 - f. Following configurable parameters for password policy standards:
 - i. Minimum and Maximum Password length
 - ii. Option to enforce password is alphanumeric
 - iii. Option to enforce presence of special characters
 - iv. Option to enforce password has at least 1 Upper case character or at least 1 lower case character
 - g. All access to the Web Based User Interfaces or API based access to the system will be encrypted using TLS – The minimum supported version should be TLS v1.3.
 - h. Strong encryption algorithms with minimum key lengths that are approved by global standards such as NIST.
 - i. The interfaces with other systems either using TCP/IP, RESTful Web Services or other interface must have option to allow enablement of encryption.
 - j. Digital signature for Authenticity and Non-Repudiation.
 - k. Audit logs for different Security events in a manner that they can be parsed by SIEM solution to detect specific security events.
 - l. Integrate all Security and Incident related events with the Bank's SIEM solution during the implementation.

- m. For Application related security events, security events are generated and pushed to SIEM solution in following scenarios where applicable in the application.
 - i. Privileged user activity
 - 1. Login or Logoff by Admin user
 - 2. Role management (creation, modification, deletion)
 - ii. Non-Admin user activity
 - 1. Any data update operations carried out on system
 - 2. Any financial or securities related transaction execution on system
 - 3. Application Critical Services Start/Stop logs
- n. At least following details are part of the security events of Admin activities:
 - i. User ID
 - ii. Client IP address
 - iii. User Role
 - iv. Whether attempted operation was successful or failed (e.g. Login failed)
 - v. Date/Time
 - vi. System module or application name
- o. At least following details are part of the events of all other user's operations.
 - i. User ID on which activity is performed
 - ii. Client IP address
 - iii. User Role
 - iv. Whether attempted operation was successful or failed (e.g. Login failed)
 - v. Failure reason
 - vi. Operation type (addition, update, delete etc.)
 - vii. User ID which performed the activity
 - viii. Activity Date/Time
 - ix. System module or application name whose permission were granted or revoked.
- p. Recognized and Secure coding standards/practices.

The service provider should remediate all software vulnerabilities identified by SBP during application vulnerability scanning.

f. Confidentiality:

1. The service provider shall be required to sign a Non-Disclosure Agreement.
2. The documents/reports/maps/data and/or software etc. which shall be used by the service provider may contain highly sensitive data. Thus, the service provider shall not use any of the documents/ reports/maps/data and/or software etc. which are either property of SBP or shall be prepared for this assignment for purposes unrelated to this Contract without the prior written approval of the SBP.
3. All documents/reports/maps/data and/software/source codes etc., in part or whole, shall invariably become and remain the property of SBP.
4. The service provider shall neither be allowed to retain copies of the data in any digital or other form besides the documents, reports and software for purposes unrelated to this Contract without the prior written approval of the SBP.

Appendix B
Services and Facilities Provided by the Client

Not Applicable

Appendix C
Authorized Representatives Names

[Insert name, designation, and contact numbers of the **Authorized Representatives**]

Appendix D
Break Down of Contract Price/Rates

Appendix E
Payment Schedule

Payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Agency has accepted it.

Appendix F
Service Provider's Bid

Appendix G
Notification of Award

Appendix H
Letter of Acceptance

Appendix I
Performance Guarantee

To:

The Director,
General Services Department,
SBP Banking Services Corporation
I.I. Chundrigar Road,
Karachi

WHEREAS *[name of Service provider]* (hereinafter called "the Service provider") has undertaken, in pursuance of Contract No. *[reference number of the contract]* to provide services *[description of services]* (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 bank for the sum specified therein as guarantee 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 _____ 2023

Signature and seal of the Guarantors

[name of bank or financial institution]

Appendix J
Integrity Pact

STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION

*Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004 Declaration of Fees,
Commissions and Brokerage etc.*

_____ **[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 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 instrument, 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 for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Appendix K Non-Disclosure Agreement

THIS AGREEMENT made on _____ between **State Bank of Pakistan (SBP)** having its registered office ----- hereinafter referred to as the **DISCLOSING PARTY**

-and-

The M/s ----- a company having its registered office at _____, hereinafter referred to as the **RECEIVING PARTY** the (hereinafter together referred to as "the parties")

WHEREAS, the parties believe that they would mutually benefit by sharing certain **Confidential/Proprietary Information** (as defined herein) and believe it is in the interest of both the parties to ensure that all such confidential/proprietary information of the **DISCLOSING PARTY** will be safeguarded and carefully protected by the **RECEIVING PARTY**.

NOW THEREFORE, for consideration the adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Purpose of this Non-Disclosure Agreement

This Non-Disclosure Agreement serves to protect all confidential information and intellectual property to which Receiving Party shall have access to and/or developed for SBP.

Confidentiality and Acknowledgement

"Confidential Information" means any information directly or indirectly concerning, or related to the:

- Information about the activities of the SBP.
- Information including but not limited to:
 - ◆ Policies
 - ◆ Procedures
 - ◆ Business Rules and Plans
 - ◆ Validation Checks, all project related information
 - ◆ Process followed etc.
- Any other information that recipient obtained from SBP deliberately or otherwise during the course of this exercise.

Whereas parties have agreed that the Disclosing Party has disclosed or may disclose certain confidential and proprietary information (*including, without limitation, internal policies & procedures, computer programs, technical drawings, algorithm, know-how, formulas, processes, ideas, whether patent or not and other technical, business, financial, customer and product development plans, forecast, strategies and information which to the extent previously, presently or subsequently disclosed to the Receiving party is hereinafter referred to as the **Confidential/Proprietary Information** of the Disclosing Party*) to the Receiving Party as per agreed scope of services. Confidential Information also includes proprietary or confidential information of any third party that may disclose such information to either party in the course of the other party's business.

The Receiving Party agrees to treat above types of information as secret and shall not at any time for any reason is permitted to disclosed to any person or otherwise use any unpublished information relating to the State Bank of Pakistan.

Further, the Receiving party agrees:

- (i) To hold the DISCLOSING PARTY's PROPRIETARY INFORMATION in confidence and take reasonable precautions to protect such PROPRIETARY INFORMATION (including, without limitation, all precautions the RECEIVING PARTY employs with respect to its confidential materials).
- (ii) Not to divulge any such PROPRIETARY INFORMATION or any information derived therefrom to any third person.
- (iii) Not to make any use whatsoever at any time of such PROPRIETARY INFORMATION except to evaluate internally its relationship with the DISCLOSING PARTY
- (iv) Not to copy or reverse-engineer any such PROPRIETARY INFORMATION,
- (v) To provide Disclosing Party, upon request, a list of all such persons who have been given access to Confidential Information.

2. Term of agreement

This agreement shall commence as of the effective date of agreement and shall remain in full force and effect for 10 years from effective date.

3. Remedies

The RECEIVING PARTY acknowledges that breach of this Agreement, State Bank of Pakistan, in addition to terminating the contract _____ (add title of contract) and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the damages that may be caused by the breach together with all costs and expenses, including attorney's fees incurred by State Bank of Pakistan in taking.

4. Applicable laws

This agreement shall be governed by and constructed in accordance with the laws of Pakistan.

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

<u>State Bank of Pakistan (Disclosing Party)</u>	<u>Agreed to and Accepted by M/s ----- (Receiving Party)</u>
Signature of nominated officer and Date	Signature of authorized representative and Date
Name	Name
<u>WITNESS:</u> _____	<u>WITNESS:</u> _____
CNIC No. _____	CNIC No. _____

Appendix L

Under Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022 of Public Procurement Regulatory Authority

Name	
Father's Name/Spouse's Name	
CNIC/NICOP/Passport no.	
Nationality	
Residential address	
Email address	
The date on which shareholding, control, or interest was acquired in the business.	

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, the following additional particulars are 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

Information about the Board of Directors (details shall be provided regarding the 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)							

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

Name of the Applicant: *[insert complete name of the participating Entity]*

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____

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