



## **BIDDING DOCUMENTS**

### **Procurement of SMS Gateway Services for the State Bank of Pakistan**

National Open Competitive Bidding under Rule 36(b) - Single Stage Two Envelope Procedure of Public Procurement Rules-2004 (PPR-2004)

**April 2026**

## Table of Contents

### Sections

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

### Appendices:

- Appendix A—Description of the Services, Performance Specifications & Terms of Reference
- Appendix B— Services and Facilities Provided by the Client
- Appendix C— Focal Persons
- Appendix D— Breakdown of Contract Price
- Appendix E —Schedule of Payments
- Appendix F— Price Schedule
- Appendix G— Notification of Award
- Appendix H—Letter of Acceptance
- Appendix I— Performance Guarantee
- Appendix J— Integrity Pact
- Appendix K— Non-Disclosure Agreement
- Appendix L— Declaration of Beneficial Owner’s Information



## SBP Banking Services Corporation

### Invitation to e-Bid

ITB No. GSD (Proc. II)/ SMS Gateway Services/ 384405/2026

SBP Banking Services Corporation (SBP BSC) on behalf of State Bank of Pakistan (SBP) invites electronic bids from eligible Bidders registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for **Procurement of SMS Gateway Services for the State Bank of Pakistan** for a period of three years.

Bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on E-PADS at [www.eprocure.gov.pk](http://www.eprocure.gov.pk).

A pre-bid meeting will be held on **April 23, 2026, at 11:00 AM** via Zoom Meeting Application. Meeting ID & Password is 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](mailto:gsd.proc2@sbp.org.pk).

The electronic bids prepared in accordance with the instructions provided in the Bidding Documents must be submitted by using E-PADS on or before **May 04, 2026, at 11:00 AM**, which shall be opened on the same day at **11:30 AM** in the presence of representatives of firms who may choose to be present. Manual bids shall not be accepted.

Bid Security of **Rs. 400,000/-** will be required to be submitted along with the Technical Bid in the shape of Pay Order / Demand Draft / Deposit at Call or Bank Guarantee in favor of SBP BSC. In case of Bank Guarantee, it should be valid for a period of 28 days beyond the Bid Validity date. Scanned copy of Bid Security is to be submitted through E-PADS and Bid Security in Original is to be dispatched to the following address and the same must reach before Bid submission deadline. In case of non-receipt of original Bid Security before the Bid submission deadline will lead to rejection of Bid.

**Joint Director**  
Procurement Division-II  
General Services Department  
3<sup>rd</sup> Floor, BSC House, State Bank of Pakistan  
I.I Chundrigar Road, Karachi  
Tel: 021-3313-5306/8306  
Email: [gsd.proc2@sbp.org.pk](mailto:gsd.proc2@sbp.org.pk)

**Note:** Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at [www.eprocure.gov.pk](http://www.eprocure.gov.pk)

## **Section II: Instructions to Bidders**

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

<b>A. Introduction</b>	
<b>1. Scope of Bid</b>	<p>1.1. SBP Banking Services Corporation having its principal place of business at I.I. Chundrigar Road, Karachi, hereinafter called the “<b>Bank</b>”, invites electronic bids from tax registered eligible Bidders pursuant to Rule-36(b) “Single stage two envelopes procedure” of PPR-2004 for <b>Procurement of SMS Gateway Services for the State Bank of Pakistan</b> as detailed in the Bidding Documents.</p> <p>1.2. The title and identification number of the Invitation to Bid (ITB) and resulting Contract(s) are provided in the Bid Data Sheet (BDS).</p>
<b>2. Eligible Bidders</b>	<p>2.1. Except as provided in Instructions to Bidders <b>Clauses 2.3, 2.4 and 2.5</b>, this bidding process is open to all bidders who meet the minimum eligibility/ qualification criteria given in BDS.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by the Bank for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A Bidder declared ineligible for corrupt and fraudulent practices under <b>Rule 19 of Public Procurement Rules (PPR)-2004</b>, shall not be permitted to submit the bid. The Bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A Bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.</p> <p>2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents and must be registered with E-PADS as per the requirement given in BDS.</p>
<b>3. Qualification of the Bidder</b>	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p> <p>3.2. All bidders shall provide all the documents with their bids as specified in the Bid Data Sheet.</p> <p>3.3. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</p>
<b>4. One Bid per Bidder</b>	<p>4.1. Each Bidder shall submit only one Bid.</p>
<b>5. Cost of Bidding</b>	<p>5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank in no case will be held responsible or liable for those costs.</p>

<b>B. Bidding Documents</b>	
<b>6. Content of Bidding Documents</b>	<p>6.1. The given contents of the Bidding Documents subscribe to <b>Rule 23 of PPR 2004</b>. These should be read in conjunction with any addendum issued under <b>ITB Clause 8</b>:</p> <ul style="list-style-type: none"> <li>i. Invitation to Bid.</li> <li>ii. Instructions to Bidders (ITB)</li> <li>iii. Bid Data Sheet (BDS)</li> <li>iv. Form of Bid</li> <li>v. Forms of Technical Proposal</li> <li>vi. Bid Evaluation Criteria</li> <li>vii. Forms for Financial Proposal</li> <li>viii. Form of Contract</li> <li>ix. General Conditions of Contract (GCC)</li> <li>x. Special Conditions of Contract (SCC)</li> <li>xi. Description of Services</li> <li>xii. Format of Security Forms</li> </ul> <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents or to submit an incomplete bid that does not fulfill all the requirements outlined in the Bidding Documents will be at the Bidder's risk and may result in the rejection of its bid.</p>
<b>7. Clarification of Bidding Documents and Pre-bid Meeting</b>	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach Bank through E-PADS. The Bank will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the Bank's response (including an explanation of the query but not identifying its source) will be uploaded on E-PADS within three days prior to closing date of Bids.</p> <p>7.2. Under the provision of Rule 48 of PPR 2004, any bidder may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the Public Procurement Regulatory Authority website: <a href="http://www.ppra.org.pk">www.ppra.org.pk</a> and as provided in Bid Data Sheet (BDS).</p> <p>7.3. As specified in the BDS, the Bank will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted through E-PADS. Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Bank by issuing an Addendum under ITB Clause 8 through E-PADS.</p>

**B. Bidding Documents**

**8. Amendment of Bidding Documents**

- 8.1. At any time before the deadline for submission of bids, Bank, for any reason, either at its 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 or for bid evaluation, on equal opportunity basis under Rule 23 (3) of PPR-2004. Such amendments shall take precedence over the existing document.
- 8.2. Any addendum issued including the notice of any extension of deadline shall be part of the Bidding Documents pursuant to ITB 8.1 and shall be communicated through E-PADS.
- 8.3. Provided that the bidder who had either already submitted their bid through E-PADS prior to the issuance of any such addendum shall have the right to withdraw its already submitted bid and to submit the revised bid prior to the original or extended bid submission deadline.
- 8.4. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.
- 8.5. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, Bank may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.

<b>C. Preparation of Bids</b>	
<b>9. Language of Bid</b>	9.1. The bid prepared by the Bidder, as well as all correspondence and documents related to the bid 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.
<b>10. Documents Comprising the Bid</b>	10.1. The bid submitted by the Bidder shall comprise the following: <ul style="list-style-type: none"> <li>i. Forms for Technical Bid under <b>Section III</b>.</li> <li>ii. Documents related to Minimum Eligibility/Qualification Criteria under <b>Section IV</b>.</li> <li>iii. Forms for Financial Bid under <b>Section V</b>.</li> <li>iv. Bidding Documents (in original) duly signed and stamped on each page/sheet.</li> <li>v. Bid Security</li> <li>vi. Authorization in accordance with the <b>Clause 15 of ITB</b>.</li> <li>vii. Any other materials/ services required to be completed and submitted by bidders, as specified in the <b>Bid Data Sheet</b>.</li> </ul>
<b>11. Bid Prices</b>	11.1. The Contract shall be for the Services, as described in the <b>Appendix A</b> of the contract. 11.2. The Bidder shall quote rates and prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Bank when executed and shall be deemed covered by other rates and prices in the Activity Schedule. 11.3. All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/included in the bid price. 11.4. If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of General Conditions of Contract (GCC) and/or Special Conditions of Contract (SCC).
<b>12. Currencies of Bid and Payment</b>	12.1. The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by the Bank would be in Pak Rupees.
<b>13. Bid Validity</b>	13.1. Bids shall remain valid for the period specified in the <b>BDS</b> . 13.2. In exceptional circumstances, the Bank may request the Bidders to extend the bid validity period for an additional period. The request and the Bidders' responses shall be made in writing by letter or email. 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 <b>ITB Clause 14</b> in all respects. 13.3. The bidder has the right to refuse to extend the bid validity period of its bid in which case such bid will not be further evaluated.

<b>C. Preparation of Bids</b>	
<b>14. Bid Security</b>	<p>14.1. The bid security shall be denominated in the currency of the bid:</p> <ul style="list-style-type: none"> <li>i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank;</li> <li>ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank before bid submission;</li> <li>iii. be payable promptly upon written demand by the Bank;</li> <li>iv. be submitted in its original form to the Bank on or before bid submission deadline; and scanned copy of bid security instrument shall be submitted through E-PADS;</li> <li>v. 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 <b>ITB Clause 13.2.</b></li> <li>vi. bids submitted with insufficient bid security will be rejected.</li> <li>vii. bid security of unsuccessful Bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the request to release the bid security.</li> <li>viii. the most advantageous Bidder's bid security will be released/ returned upon the submission of performance guarantee.</li> <li>ix. the bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of Bank.</li> </ul> <p>14.2. The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>ii. in the case of a Most Advantageous Bidder, if the Bidder fails to sign the contract under <b>ITB Clause 30</b> or fails to provide Performance Guarantee</li> </ul>
<b>15. Format and Signing of Bid</b>	<p>15.1. The Bidder shall prepare the bid as specified in the BDS.</p> <p>15.2. The bid consisting of the documents listed in <b>ITB Clause 10.1</b>, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid under <b>ITB Clause 10.1</b>. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.</p> <p>15.3. In accordance with <b>ITB Clause-16</b>, Bids shall be submitted electronically through E-PADS.</p> <p>15.4. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>

<b>D. Submission of Bids</b>	
<b>16. Bids Submission Procedure</b>	16.1. The Bidder shall submit the bid through E-PADS.

<b>D. Submission of Bids</b>	
<b>17. Deadline for Submission of Bids</b>	<p>17.1. Bids must be submitted through E-PADS, no later than the bid submission deadline specified in the BDS. Bids submitted through hard form, telegraph, telex, fax or e-mail shall not be considered. In case of receipt of original bid security by the Bank after the deadline for submission prescribed in the Bid Data Sheet, bid will be rejected.</p> <p>17.2. The Bank may extend the deadline for submission of bids by issuing an amendment under <b>ITB Clause 8</b>, 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>
<b>18. Late Bids</b>	18.1. Any Bid received (through E-PADS) by SBP BSC after the deadline prescribed in ITB Clause 17 shall be rejected.
<b>19. Modification and Withdrawal of Bids</b>	<p>19.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of such modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under <b>ITB Clause 17</b>.</p> <p>19.2. No bid may 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 may result in forfeiture of bid security of such Bidder.</p>

<b>E. Bid Opening and Evaluation</b>	
<b>20. Bid Opening</b>	<p>20.1. The Bank will open all bids through EPADS, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>20.2. For in person meeting, the Bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
<b>21. Confidentiality</b>	<p>21.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>21.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent.</p> <p>21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Bank may reject its bid and/or terminate the contract</p>
<b>22. Clarification of Bids</b>	22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
<b>23. Preliminary Examination</b>	<p>23.1. The Bank will examine the bids to determine whether;</p> <ul style="list-style-type: none"> <li>i. they are complete,</li> <li>ii. bid validity is provided accordingly,</li> </ul>

<b>E. Bid Opening and Evaluation</b>	
	<ul style="list-style-type: none"> <li>iii. required bid security has been furnished,</li> <li>iv. the documents have been properly signed,</li> <li>v. the bids are generally in order;</li> <li>vi. Bidder has provided all forms of Technical Bid under <b>Section III</b> and relevant documents under <b>Section IV</b></li> </ul> <p>23.2. Bidders have to submit bids for <b>COMPLETE REQUIREMENTS</b>, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the Bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
<b>24. Correction of Errors</b>	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ul style="list-style-type: none"> <li>i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;</li> <li>ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail.</li> </ul> <p>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.</p>
<b>25. Evaluation and Comparison of Bids</b>	<p>25.1. The technical bids of the only qualified bidders after preliminary examination under <b>ITB Clause 23</b>, shall be examined in detail.</p> <p>25.2. The Bank will evaluate and compare only the bids that will be determined to be substantially responsive and qualified pursuant to <b>Sub-Clauses 23.2 of ITB to 23.5 of ITB</b> as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, Bank will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:</p> <ul style="list-style-type: none"> <li>i. Making any correction for arithmetic errors pursuant to <b>Sub-Clause 24.2 of ITB</b> hereof.</li> <li>ii. Discount, if any, offered by the Bidders as also read out and recorded at the time of bid opening.</li> </ul> <p>25.3. The submitted Technical Proposal and other Commercial/Financial Requirements of the bidding documents will be evaluated by determining compliance against the evaluation criteria.</p>

<b>E. Bid Opening and Evaluation</b>	
	<p>25.4. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the most advantageous shall be accepted.</p> <p>25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Bank, provided such waiver does not prejudice or affect the relative ranking of any other Bidders.</p>
<b>26. Contacting the Bank</b>	<p>26.1. Subject to <b>Clause 22 of ITB</b> heretofore, no Bidder shall contact the Bank on any matter related to its Bid from the time of Bid opening to the time, the bid evaluation results are announced by Bank. The evaluation results shall be announced as under:</p> <ul style="list-style-type: none"> <li>i. Technical Evaluation Report/Results would be announced through E-PADS portal.</li> <li>ii. Financial/Final Evaluation Report would be announced through E-PADS portal.</li> </ul> <p>26.2. Any Bidder feeling aggrieved by any act of Bank may lodge a written complaint through EPADS concerning his grievances.</p>

<b>F. Award of Contract</b>	
<b>27. Award Criteria</b>	27.1. The contract will be awarded to the Most Advantageous Bidder whose bid has been found Technically & Commercially/Financially compliant, and emerged as the Most Advantageous. Provided further that the Bidder is determined to perform the contract satisfactorily.
<b>28. Bank's Right to Reject all the Bids</b>	28.1. 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. Notice of the rejection of all the bids shall be given to all the bidders through EPADS.
<b>29. Bank's Right to Vary Scope of Services at Time of Award</b>	29.1. The Bank reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of <b>PPR-2004</b> .
<b>30. Notification of Award and Signing of Contract</b>	<p>30.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the most advantageous Bidder in writing/through EPADS, to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>30.2. The Notification of Award will constitute the formation of the Contract.</p> <p>30.3. Upon the most advantageous Bidder's furnishing of the Performance Guarantee according to <b>ITB Clause 32.1</b>, the Bank will discharge its bid security.</p> <p>30.4. Most Advantageous Bidder shall sign Contract on stamp paper after paying stamp duty as per the applicable Stamp Duty Act and will return to the Bank within fifteen (15) days.</p>
<b>31. Disqualification Prior to Contract Signing</b>	31.1. After issuance of Notification of Award and before execution of procurement contract with the Most Advantageous Bidder, if the Bidder has been disqualified pursuant to <b>Rule 18 and Rule 19 of PPR-2004</b> or any other reason has led to the disqualification of the Most Advantageous Bidder or if the

<b>F. Award of Contract</b>	
	<p>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.</p>
<b>32. Performance Guarantee</b>	<p>32.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the <b>BDS</b>.</p> <p>32.2. Failure of the Most Advantageous Bidder to comply with the requirements of <b>ITB Clause 32.1</b> shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder.</p> <p>32.3. The Performance guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> <li>i. fails to fulfill all the contractual and legal obligations;</li> <li>ii. fails to agree with the decision made by the Bank as a result of arbitration; or</li> <li>iii. violates any law(s) during execution of Contract.</li> <li>iv. fails to start the execution of services or stop providing services without prior approval of the Bank.</li> </ol>
<b>33. Advance Payment and Security</b>	<p>33.1. The Bank will provide an Advance Payment on the Contract Price only if stipulated in the Special Conditions of the Contract (SCC).</p>
<b>34. Grievances Redressal</b>	<p>34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per <b>Rule 48 of PPR-2004</b>, through EPADS. The details of GRC is given on the PPR website: <a href="http://www.ppra.org.pk">www.ppra.org.pk</a>.</p>
<b>35. Code of Conduct</b>	<p>35.1. It is the Bank's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in <b>Rule 2(1)(f)</b> 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"> <li>i. <b><i>"coercive practices"</i></b> 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;</li> <li>ii. <b><i>"collusive practices"</i></b> 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;</li> <li>iii. <b><i>"corrupt practices"</i></b> 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;</li> </ol>

**F. Award of Contract**

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

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

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

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

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

35.4. The receipt for any money paid by the Bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of

## F. Award of Contract

the Bank, and the Bidder shall be solely responsible for seeing that a proper receipt is provided.

- 35.5. Under **Rule 7 of PPR 2004**, bidder undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at **Section VI (Appendix J)** for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.
- 35.6. Bank's policy requires that selected Bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the Bank's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement.
- 35.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- i. A bidder that has been engaged by the Bank to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
  - ii. A Bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another 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
    - 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.
  - iv. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as

<b>F. Award of Contract</b>	
	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.
<b>36. Overriding Effect of PPR-2004</b>	36.1. Whenever in conflict with these documents, the provisions of <b>PPR-2004</b> shall prevail.
<b>37. Beneficial Ownership Information</b>	37.1. For Services/works 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: <ul style="list-style-type: none"> <li>i. Blacklist the said company in accordance with <b>Rule 19(1)(a) of Public Procurement Rules, 2004,</b></li> <li>ii. Reject the bid of the said company.</li> </ul>

**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.

BDS Clause	ITB Clause	Description																					
<b>1</b>	<b>1.1</b>	<ul style="list-style-type: none"> <li>• <b>Procurement Title:</b> <i>Procurement of SMS Gateway Services for the State Bank of Pakistan</i></li> <li>• <b>Reference Number:</b> <i>ITB No. GSD (Proc. II)/ SMS Gateway Services/ 384405/2026</i></li> <li>• <b>Procurement Method:</b> <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i></li> <li>• <b>Procurement Procedure:</b> <i>“Single Stage Two Envelopes Procedure” as per Rule-36(b) of PPR-2004</i></li> </ul>																					
<b>2</b>	<b>2.7 &amp; 3.2</b>	<p>The mandatory eligibility/qualification criteria are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center">#</th> <th align="center">Mandatory Evaluation Parameter</th> <th align="center">Means of Verification</th> </tr> </thead> <tbody> <tr> <td align="center">1.</td> <td>Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR;</td> <td>NTN Registration Certificate / ATL Status</td> </tr> <tr> <td align="center">2.</td> <td>The bidder must be a registered company operating in Pakistan.</td> <td>SECP Registration Certificate / Partnership Deed or any Relevant Supporting Documents acceptable to the Bank.</td> </tr> <tr> <td align="center">3.</td> <td>Bidder must have verifiable service/support office in Pakistan;</td> <td>Provide Office Address and Contact Details or Relevant Supporting Document</td> </tr> <tr> <td align="center">4.</td> <td>The bidder must have <b>at least five (05) years</b> of experience in providing SMS Gateway Services.</td> <td>Certificate of Incorporation / Oldest Relevant Contract / Work Order / Relevant &amp; Sufficient Documentary Evidence acceptable to the Bank.</td> </tr> <tr> <td align="center">5.</td> <td>The bidder must have contracts with all telecom service providers in Pakistan for sending and receiving of SMS to the intended recipients</td> <td>Copies of Contracts / Relevant &amp; Sufficient Documentary Evidence acceptable to the Bank.</td> </tr> <tr> <td align="center">6.</td> <td>The bidder must have <b>at least five (05)</b> ongoing contracts out of which <b>two (02)</b> must be with Financial institutions</td> <td>Copies of Contracts / Work Orders / Relevant &amp; Sufficient Documentary Evidence acceptable to the Bank.</td> </tr> </tbody> </table>	#	Mandatory Evaluation Parameter	Means of Verification	1.	Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR;	NTN Registration Certificate / ATL Status	2.	The bidder must be a registered company operating in Pakistan.	SECP Registration Certificate / Partnership Deed or any Relevant Supporting Documents acceptable to the Bank.	3.	Bidder must have verifiable service/support office in Pakistan;	Provide Office Address and Contact Details or Relevant Supporting Document	4.	The bidder must have <b>at least five (05) years</b> of experience in providing SMS Gateway Services.	Certificate of Incorporation / Oldest Relevant Contract / Work Order / Relevant & Sufficient Documentary Evidence acceptable to the Bank.	5.	The bidder must have contracts with all telecom service providers in Pakistan for sending and receiving of SMS to the intended recipients	Copies of Contracts / Relevant & Sufficient Documentary Evidence acceptable to the Bank.	6.	The bidder must have <b>at least five (05)</b> ongoing contracts out of which <b>two (02)</b> must be with Financial institutions	Copies of Contracts / Work Orders / Relevant & Sufficient Documentary Evidence acceptable to the Bank.
#	Mandatory Evaluation Parameter	Means of Verification																					
1.	Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR;	NTN Registration Certificate / ATL Status																					
2.	The bidder must be a registered company operating in Pakistan.	SECP Registration Certificate / Partnership Deed or any Relevant Supporting Documents acceptable to the Bank.																					
3.	Bidder must have verifiable service/support office in Pakistan;	Provide Office Address and Contact Details or Relevant Supporting Document																					
4.	The bidder must have <b>at least five (05) years</b> of experience in providing SMS Gateway Services.	Certificate of Incorporation / Oldest Relevant Contract / Work Order / Relevant & Sufficient Documentary Evidence acceptable to the Bank.																					
5.	The bidder must have contracts with all telecom service providers in Pakistan for sending and receiving of SMS to the intended recipients	Copies of Contracts / Relevant & Sufficient Documentary Evidence acceptable to the Bank.																					
6.	The bidder must have <b>at least five (05)</b> ongoing contracts out of which <b>two (02)</b> must be with Financial institutions	Copies of Contracts / Work Orders / Relevant & Sufficient Documentary Evidence acceptable to the Bank.																					

BDS Clause	ITB Clause	Description
		<p>7. The bidder must have applicable valid PTA License certificate specific (CVAS) for providing the SMS Services</p> <p>Copy of PTA License certificate</p>
		<p>8. Bidder must have <b>at least three (03)</b> Technical / Functional Resources with minimum experience of <b>five (05) years</b> for SMS gateway Solution and APIs.</p> <p>Service Certificate of current employer / Experience letters of present and past employer(s) / Sufficient Documentary Evidence acceptable to the Bank.</p>
		<p>9. Bidder must have <b>positive net worth</b> with no-reported loss as per last audited financial statement.</p> <p>Income / Sales Tax Returns or Audited Annual Financial Statements</p>
		<p>10. The Bidder must undertake that it has never been blacklisted or debarred by any organization nor sanctioned by NACTA (National Counter Terrorism Authority)</p> <p>Undertaking as per Form Tech. 05 on stamp paper of Rs. 100/-</p>
3	7.3	<ul style="list-style-type: none"> <li>A Pre-Bid meeting will be held on <b>April 23, 2026, at 11:00 AM</b> via Zoom Application. Bidders are encouraged to attend the meeting using the following details; <ul style="list-style-type: none"> <li><b>Meeting Link:</b> <a href="https://us05web.zoom.us/j/88542057905?pwd=IqiUE1O6v3bSBTMCxiUUIT0574063l.1">https://us05web.zoom.us/j/88542057905?pwd=IqiUE1O6v3bSBTMCxiUUIT0574063l.1</a></li> <li><b>Meeting ID:</b> 885 4205 7905</li> <li><b>Passcode:</b> sbp1234</li> </ul> </li> </ul> <p>In case of any related queries, please drop an email at <a href="mailto:gsd.proc2@sbp.org.pk">gsd.proc2@sbp.org.pk</a>.</p>
4	11.4	<ul style="list-style-type: none"> <li>The Contract is <b>NOT</b> 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.</li> </ul>
5	13.1	<ul style="list-style-type: none"> <li>The period of Bid validity shall be <b>180 (One Hundred Eighty Days)</b> after the opening of the Bids.</li> </ul>
6	14.1	<ul style="list-style-type: none"> <li>Bid Security of Amount <b>Rs. 400,000/-</b> in favor of the SBP Banking Services Corporation shall be enclosed along with the Technical Bid in the shape of Pay Order / Demand Draft /Deposit at Call or Bank Guarantee in favor of the Bank. In case of Bank Guarantee, it should be valid for a period of 28 days beyond the Bid Validity date.</li> <li>A scanned copy of bid security instrument shall be submitted through E-PADS. However, Bid Security in original is required to</li> </ul>

BDS Clause	ITB Clause	Description
		<p>be submitted through sealed envelope, which must reach on the given below address on or before the deadline for submission of bids.</p> <p style="text-align: center;"><b>Joint Director</b> Procurement Division-II General Services Department 4<sup>th</sup> Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi Tel: 021-3313-5306/8306 Email: <a href="mailto:gsd.proc2@sbp.org.pk">gsd.proc2@sbp.org.pk</a></p> <ul style="list-style-type: none"> <li>Failure to submit bid security along with the bid through E-PADS portal and receipt of original Bid Security instrument by the Bank after the bid submission deadline shall cause rejection of bid.</li> </ul>
7	3.1 & 16.1	<ul style="list-style-type: none"> <li>Separate technical and financial Bids are required to be submitted through E-PADS as per “Single Stage Two Envelopes Procedure”.</li> <li><b><u>Following should be the contents of the Technical Proposal Envelope:</u></b> <ul style="list-style-type: none"> <li>Form I of Section III – Authorization Form for Bidder’s Representative</li> <li>Form II of Section III – Technical Bid Submission Form</li> <li>Form III of Section III – Bid Security Form</li> <li>Form IV of Section III – Technical Compliance Form</li> <li>Form V of Section III – Affidavit for Bidder’s Blacklisting Status</li> <li>Form VI – Declaration of Beneficial Owners’ Information</li> <li>Form VII – Supplier Creation Form</li> <li>All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV</li> </ul> </li> <li><b><u>Following should be the contents of the Financial Proposal Envelope:</u></b> <ul style="list-style-type: none"> <li>Form-I of Section V – Financial Bid Submission Form</li> <li>Form-II of Section V – Price Schedule</li> </ul> </li> <li><b><u>Important Note:</u></b> <ul style="list-style-type: none"> <li>The above-mentioned forms are pre-requisite; non-availability of the above-mentioned documents will result in the rejection of a bid.</li> </ul> </li> </ul>
8	17	<ul style="list-style-type: none"> <li>The deadline for submission of bids through EPADS is <b><u>May 04, 2026, at 11:00 AM</u></b> (PST).</li> <li>The Bank will communicate the opening of the Financial Bid to the eligible/qualified bidders after the completion of all requirements of Technical Evaluation.</li> </ul>
9	20	<p>Bids will be opened on <b><u>May 04, 2026, at 11:30 AM</u></b> (PST) at the following address:</p> <p style="text-align: center;">Procurement Division-II</p>

BDS Clause	ITB Clause	Description
		<p style="text-align: center;">General Services Department  3<sup>rd</sup> Floor, BSC House, State Bank of Pakistan  I.I Chundrigar Road, Karachi  Tel: 021-3313-5306/8306  Email: <a href="mailto:gsd.proc2@sbp.org.pk">gsd.proc2@sbp.org.pk</a></p>
10	23	<ul style="list-style-type: none"> <li>Bidders have to submit COMPLETE BIDS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the Bidder will be rejected. Bids with material deviation, exception, objection, conditionality or reservation will be rejected. Bids submitted late will be rejected.</li> </ul>
11	26.1	<ul style="list-style-type: none"> <li>Queries may be shared via EPADS or through email to <a href="mailto:gsd.proc2@sbp.org.pk">gsd.proc2@sbp.org.pk</a></li> </ul>
12	29.1	<ul style="list-style-type: none"> <li>Fifteen percent (15%) increase or decrease of scope of services.</li> </ul>
13	32.1	<ul style="list-style-type: none"> <li>The Most Advantageous Bidder must furnish a Performance Guarantee @ <b>5% (Five Percent)</b> of the Contract Price in the shape of pay order/demand draft/call deposit or an unconditional Bank Guarantee issued from a scheduled bank of Pakistan. In the case of Bank Guarantee, it must remain valid 28 days beyond the expiry date of the contract.</li> </ul>
14	33	<ul style="list-style-type: none"> <li>Bank will not provide any Advance Payment.</li> </ul>
15	34.1	<ul style="list-style-type: none"> <li>The address of Grievance Committee is;</li> </ul> <p style="text-align: center;"><b>Chairman Grievances Committee,</b>  Office of the Director Human Resource Management Department,  1<sup>st</sup> Floor, BSC House, State Bank of Pakistan, Main Building  Complex, I.I. Chundrigar Road, Karachi</p>

### Section III: Forms for Technical Bid

1. **Form I – Authorization Form for Bidder’s Representative**
2. **Form II – Technical Bid Submission Form**
3. **Form III – Bid Security Form**
4. **Form IV – Technical Compliance Form**
5. **Form V – Affidavit for Bidder’s Blacklisting Status**
6. **Form VI – Declaration of Beneficial Owners’ Information**
7. **Form VII – Supplier Creation Form**

***Note:** All pages of the original Technical and Financial Proposals shall be initialed by the same authorized representative of the bidders who signs the Proposal.*

**Form I**

(ON SERVICE PROVIDER'S LETTERHEAD)

**(Authorization Form for Bidder's Representative)**

Date: \_\_\_\_\_

**IFB No:** ITB No. GSD (Proc. II)/ SMS Gateway Services/ 384405/2026  
**Title:** Procurement of SMS Gateway Services for the State Bank of Pakistan

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./Ms. <Complete Name>**, <**Designation**>, CNIC# <xxxxx-xxxxxxx-x> as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder:	_____
Date:	_____

**Form II**

(ON SERVICE PROVIDER'S LETTERHEAD)

**(Technical Bid Submission Form)**

Date: \_\_\_\_\_

**To:**

Director  
General Services Department  
SBP Banking Services Corporation  
3<sup>rd</sup> Floor BSC House, I. I. Chundrigar Road,  
Karachi –Pakistan

**Dear Sir:**

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
*[Seal & signature]*      *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

Over Stamp Paper

**(Bank Guarantee Form for Bid Security)**

(Bank Guarantee/ Not to be followed in case of Pay Order/Bank Draft/CDR)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_

Name of Principal (Service Provider) with address: \_\_\_\_\_

Penal Sum of Guarantee (express in words and figures) \_\_\_\_\_

Bid Reference No. ITB No. GSD (Proc. II)/ SMS Gateway Services/ 384405/2026

Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Bidder, we the Guarantor above-named are held and firmly bound unto the SBP Banking Services Corporation, (hereinafter referred to as "the Bank") in the sum stated above, 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid numbered and dated as above for the ***Procurement of SMS Gateway Services for the State Bank of Pakistan*** to the Bank; and

WHEREAS, the Bank has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Bank, conditioned as under:

- (1) That the Bid Security shall remain valid for a period of **twenty-eight (28) days** beyond the period of validity of the bid;
- (2) That in the event;
  - (a) The Principal withdraws his Bid during the period of validity of Bid, or
  - (b) The Principal does not accept the correction of his Bid Price, or
  - (c) Failure of the most advantageous Bidder to
    - (i) Furnish the required Performance Guarantee, or
    - (ii) Sign the proposed Contract,

The entire sum be paid immediately to the said Bank for delayed completion and not as penalty for the Most Advantageous Bidder's failure to perform.

NOW THEREFORE, if the Most Advantageous Bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with the Bank in accordance with his Bid as accepted, and furnish within **fifteen (15) days** of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said Bank for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Bank the said sum stated above upon first written demand of the Bank without cavil or argument and without requiring the Bank to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Bank by registered post/ courier service duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT THE BANK shall be the sole and final judge for deciding whether the

Bidder has duly performed its obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from Bank forthwith and without any reference to the Bidder or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this guarantee under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

**Form IV**

**Technical Compliance Form**  
(ON SERVICE PROVIDER'S LETTERHEAD)

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

**Seal and Signature of Bidder:** \_\_\_\_\_

**General Note**

- *The Minimum Eligibility/Technical Compliance will be evaluated by determining compliance against the minimum eligibility/qualification/evaluation criteria. The Financial Proposal of the only technically compliant bids will be opened and the bid found to be the Most Advantageous bid shall be accepted.*
- *The bid found to be the Most Advantageous i.e. having qualified the minimum eligibility/qualification criteria and offered the lowest evaluated cost shall be accepted and will be awarded the contract.*

(Over Stamp Paper)

**Affidavit for Bidder's Blacklisting Status**

**Dear Sir,**

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

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

Seal & Signature of Bidder:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Form VI**

(ON SERVICE PROVIDER'S LETTERHEAD)

**Declaration of Beneficial Owners' Information**

**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 Bidder:** [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:** \_\_\_\_\_

**Form VII: SUPPLIER CREATION FORM**

	<b>STATE BANK OF PAKISTAN</b> <b>STRATEGIC &amp; CORPORATE AFFAIRS DEPARTEMENT</b> <b>Supplier Bank Account (IBAN) Details Form</b>			<b>S-2</b>
<b>1. For Office use:</b>				
<b>*Office/Deptt</b>  <b>Supplier</b>  <b>*Supplier Type</b>			<b>*Supplier No.</b>  <b>*Liability A/C</b>  <b>*Prepayment A/C</b>	(Mandatory if already exists)  WHT Rate
	New	Update		
	i.e. Hospital, Labs, University, General etc.			
<b>2. Supplier Information</b>				
<b>*Supplier Name</b>				
<b>*Supplier NTN</b>		<b>CNIC No.</b>	(If NTN not available)	
<b>Supplier Address</b>				
		<b>Supplier City</b>		
<b>Contact No.</b>			<b>Mobile</b>	
<b>E-mail Address</b>			<b>Fax No.</b>	
<b>3. Bank Account Information</b>				
<b>*Bank Name</b>				
<b>*IBAN (24 Characters)</b>				<b>*Supplier Stamp &amp; Signature</b>
<b>*Branch Type</b>		Islamic	Commercial	
<b>*Title of Account</b>				
<b>(For Office use only )</b>				
<b>Forwarded By</b>		<b>Verified By</b>	<b>Entered By (Supplier Mgt User)</b>	
<b>(Procurement Function)</b>				
		<input type="text"/> <b>Date</b>		
<ul style="list-style-type: none"> <li><b>Note:</b> In order to comply with AML, CFT &amp; CPF Compliance Policy issued on 31-Dec-2020 by CMD-HOK, respective office/department shall ensure that supplier (individual/entity) is not included in the list of proscribed individuals and entities (Refer to Para 8.6 of policy ibid.)</li> <li>Field marked with * are mandatory.</li> <li>Information without complete Bank Account Details (IBAN) &amp; NTN/ CNIC will not be accepted.</li> <li>Any changes in Supplier's particulars should be conveyed immediately to SBP BSC. SBP BSC will not be responsible for credit into wrong account of supplier due to change in bank account details not conveyed to SBP BSC or delay in settlement of supplier's claims.</li> </ul>				

**Section IV: Minimum Eligibility/Qualification Criteria**

#	Mandatory Evaluation Parameter	Means of Verification
1.	Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR;	NTN Registration Certificate/ ATL Status
2.	The bidder must be a registered company operating in Pakistan.	SECP Registration Certificate / Partnership Deed or any Relevant Supporting Documents acceptable to the Bank.
3.	Bidder must have verifiable service/support office in Pakistan;	Provide Office Address and Contact Details or Relevant Supporting Document
4.	The bidder must have <b>at least five (05) years</b> of experience in providing SMS Gateway Services.	Certificate of Incorporation / Oldest Relevant Contract / Work Order / Relevant & Sufficient Documentary Evidence acceptable to the Bank.
5.	The bidder must have contracts with all telecom service providers in Pakistan for sending and receiving of SMS to the intended recipients	Copies of Contracts / Relevant & Sufficient Documentary Evidence acceptable to the Bank.
6.	The bidder must have <b>at least five (05)</b> ongoing contracts out of which <b>two (02)</b> must be with Financial institutions	Copies of Contracts / Work Orders / Relevant & Sufficient Documentary Evidence acceptable to the Bank.
7.	The bidder must have applicable valid PTA License certificate specific (CVAS) for providing the SMS Services	Copy of PTA License certificate
8.	Bidder must have <b>at least three (03)</b> Technical / Functional Resources with minimum experience of <b>five (05) years</b> for SMS gateway Solution and APIs.	Service Certificate of current employer/Experience letters of present and past employer(s) or Sufficient Documentary Evidence acceptable to the Bank.
9.	Bidder must have <b>positive net worth</b> with no-reported loss as per last audited financial statement.	Income / Sales Tax Returns or Audited Annual Financial Statements
10.	The Bidder must undertake that it has never been blacklisted or debarred by any organization nor sanctioned by NACTA (National Counter Terrorism Authority)	Undertaking as per Form Tech. 05 on stamp paper of Rs. 100/-

**Seal and Signature of Bidder:** \_\_\_\_\_

**Section V: Forms for Financial Bid**

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

**Form I**

(ON SERVICE PROVIDER'S LETTERHEAD)

**(Financial Bid Submission Form)**

Date: \_\_\_\_\_

**To:**

Director  
General Services Department  
SBP Banking Services Corporation (HOK)  
3<sup>rd</sup> Floor BSC House, I. I. Chundrigar Road,  
Karachi – Pakistan

**Dear Sir,**

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
*[Seal & signature]*      *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Form-II**

(ON SERVICE PROVIDER'S LETTERHEAD)

**Price Schedule**

Name of Bidder \_\_\_\_\_

Reference Number: ITB No. GSD (Proc. II)/ SMS Gateway Services/ 384405/2026

**I. One Time Charges**

Description	Service Charges	Applicable Taxes	Total Price
	A	B = A * SST	X = A+B
One Time setup Charges (if any)			

**II. Recurring Charges**

Bid Price to be quoted on estimated Annual Volume of 4 Million SMS.

Description	Unit Price	Quantity	Applicable Taxes	Total Price Per Quarter	Total Price for 03 Years
	A	Q	B = A * SST	C = Q*(A+B)	Y = 12*C
Quarterly Technical Support Charges		1			
Quarterly SMS charges (including delivery reports)*		1,000,000			
<b>Sub Total</b>		--			
<b>Total Cost (X + Y)</b>					

\*Note: In case of increase or decrease in above requirement, the payment will be made on pro-rata basis as per actual usage.

Note:

- 1- Above service charges shall be inclusive of all applicable taxes and shall remain valid for entire period of the contract.
- 2- No other charges whatsoever will be paid other than above on any grounds and payments shall be subject to deduction of withholding income tax and services sales tax at the rates prevailing at the time of payment. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
- 3- Bids will be evaluated based on the sum of total cost against One-time and Recurring Charges (X + Y).

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

**Section VI: Form of Contract**

**(Payment of Stamp Duty as Per the Prevailing Rates Will Be the Responsibility of the Most Advantageous Bidder)**

**CONTRACT FOR SERVICES**

***Procurement of SMS Gateway Services for the State Bank of Pakistan***

**Between**

***(State Bank of Pakistan)***

**and**

***(Name of the Service Provider)***

**DD-MM-YYYY**

## Form of Contract

THIS CONTRACT (hereinafter called the “**Contract**”) is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2026, by and between, State Bank of Pakistan, having its principal place of business at I.I Chundrigar Road, Karachi, (Hereinafter referred to as “**The Client**” which expression shall, wherever the context so permits, include its successors in interest and assigns) through \_\_\_\_\_ who is duly authorized in this behalf, of the First Part

### AND

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

(THE CLIENT and THE SERVICE PROVIDER are hereinafter collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS,

- a) The Client is desirous of Procurement of SMS Gateway Services for the State Bank of Pakistan for which purpose the SBP Banking Services Corporation (Bank) issued an Invitation for Bid ITB No. GSD (Proc. II)/ SMS Gateway Services/ 384405/2026 calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).
- b) the Service Provider submitted its bid in response to the Client’s Instructions to Bidder (ITB) and the bid of the Service Provider has been accepted by the Client, where after, the Client has offered to the Service Provider to perform the services as per this contract.
- c) the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix D** titled breakdown of the contract price;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) The following Appendices:
  - Appendix A: Description of the Services, Performance Specification & Terms of Reference
  - Appendix B: Services and Facilities Provided by the Client
  - Appendix C: Focal Persons
  - Appendix D: Breakdown of the Contract Price
  - Appendix E: Schedule of Payments
  - Appendix F: Price Schedule
  - Appendix G: Notification of Award
  - Appendix H: Letter of Acceptance
  - Appendix I: Performance Guarantee
  - Appendix J: Integrity Pact
  - Appendix K: Non-Disclosure Agreement
  - Appendix L: Declaration of Beneficial Owner’s Information

2. The mutual rights and obligations of the Client and the Service Provider shall be as outlined in the Contract, in particular:

- a) The service provider shall carry out the Services 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 dd-mm-yyyy and continuing through dd-mm-yyyy or any other period as may be subsequently agreed by the parties in writing.

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

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

**A. General Conditions of Contract (GCC)**

<b>1. General Provisions</b>	
<b>1.1. Definitions</b>	<p><b>1.1.1.</b> Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a) <b>“Applicable Law”</b> means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</li> <li>b) <b>“Bid”</b> means the tender or offer submitted by the Bidder in response to Invitation to Bid published by the Client</li> <li>c) <b>“Completion Date”</b> means the date of completion of the Services by the Service Provider as certified by the Client</li> <li>d) <b>“Day”</b> means a Gregorian calendar day unless indicated otherwise.</li> <li>e) <b>“GCC”</b> means these General Conditions of Contract;</li> <li>f) <b>“Government”</b> means the Government of the Islamic Republic of Pakistan;</li> <li>g) <b>“Party”</b> means the Client or the Service Provider, as the case may be, and “Parties” means both of them;</li> <li>h) <b>Performance Specifications”</b> means the specifications of the services included in the bidding documents submitted by the Service Provider to the Client.</li> <li>i) <b>“Services”</b> means the work to be performed by the Service Provider under this Contract, as described in <b>Appendix A</b> hereto.</li> <li>j) <b>“Service Provider’s Bid”</b> means the completed Bidding Documents submitted by the Service Provider to the Client</li> <li>k) <b>“SCC”</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented</li> <li>l) <b>“Sub Service Provider”</b> means an entity to whom the Service provider intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</li> </ul>
<b>1.2. Applicable Law</b>	<b>1.2.1.</b> The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
<b>1.3. Language</b>	<b>1.3.1.</b> This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
<b>1.4. Notices</b>	<b>1.4.1.</b> Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
<b>1.5. Location</b>	<b>1.5.1.</b> The Services shall be performed at such locations as are specified in <b>Appendix A</b> and, where the location of a

<b>1. General Provisions</b>	
	particular task is not so specified, at such locations in Pakistan, as the Client may approve.
<b>1.6. Authorized Representatives</b>	<b>1.6.1.</b> Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.
<b>1.7. Inspection and Audit by the Client</b>	<b>1.7.1.</b> The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
<b>1.8. Taxes, Duties and other applicable laws.</b>	<p><b>1.8.1.</b> The Service Provider shall pay its own and its employees' taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.</p> <p><b>1.8.2.</b> Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.</p>
<b>1.9. Relationship of Parties</b>	<b>1.9.1.</b> Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.

<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
<b>2.1. Effectiveness of Contract</b>	<b>2.1.1.</b> This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC.
<b>2.2. Commencement of Services</b>	<b>2.2.1.</b> The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC.
<b>2.3. Intended Completion Date</b>	<b>2.3.1.</b> Unless terminated earlier under <b>Clause 2.6</b> , the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per <b>Sub-Clause 3.11</b> . In this case, the Completion Date will be the date of completion of all activities.
<b>2.4. Modification</b>	<b>2.4.1.</b> 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.
<b>2.5. Force Majeure</b>	<p><b>2.5.1. Definition</b></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 as to be considered impossible</p>

<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
	<p>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 <b>clause 2.6</b> of the Contract because of Force Majeure.</p> <p><b>2.5.2. <u>No Breach of Contract</u></b></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"> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> <p><b>2.5.3. <u>Extension of Time</u></b></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>
<b>2.6. Termination</b>	<p><b>2.6.1. <u>By the Client</u></b></p> <p>The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this <b>Clause 2.6.1</b> and sixty (60) days in the case of the event referred to in (g):</p> <ul style="list-style-type: none"> <li>a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;</li> <li>b) if the Service Provider becomes insolvent or bankrupt;</li> <li>c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or</li> <li>d) if the Service Provider/s, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> <li>e) if the Service Provider does not maintain a Performance Guarantee under <b>Clause 3.12</b></li> <li>f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under <b>Sub-Clause 3.11.1</b> and the <b>SCC</b>;</li> </ul>

<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
	<p>g) if the Client, in its sole discretion, decides to terminate this Contract.</p> <p><b>2.6.2. <u>By the Service Provider</u></b></p> <p>The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Client, such notice to be given after the occurrence of any of the events specified in following paragraph of this <b>Clause 2.6.2:</b></p> <p>a) If the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to <b>Clause 7</b> within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p><b>2.6.3. <u>Payment upon Termination</u></b></p> <p>Upon termination of this Contract under <b>Clauses 2.6.1 or 2.6.2</b>, the Client shall make the following payments to the Service Provider:</p> <p>a) Payment of services under <b>Clause 6</b> for Services satisfactorily performed by the Service Provider before the effective date of termination;</p> <p>b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of <b>Clause 2.6.1</b>, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p>

<b>3. Obligations of the Service Provider</b>	
<b>3.1. General</b>	<p><b>3.1.1.</b> The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties.</p> <p><b>3.1.2.</b> The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p><b>3.1.3.</b> In the course of the performance of the services, the Service Provider shall comply with all requirements of the Client.</p> <p><b>3.1.4.</b> The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan;</p> <p><b>3.1.5.</b> The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p>

<b>3. Obligations of the Service Provider</b>	
	<p><b>3.1.6.</b> The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.</p>
<b>3.2. Indemnity</b>	<p><b>3.2.1.</b> The service provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p>
<b>3.3. Conflict of Interests</b>	<p><b>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u></b></p> <p>Payment against the services under <b>Clause 6</b> shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p><b>3.3.2. <u>Service Provider and Affiliates Not to be Otherwise Interested in Project</u></b></p> <p>The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p><b>3.3.3. <u>Prohibition of Conflicting Activities</u></b></p> <p>Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would be in conflict with the activities assigned to them under this Contract;</li> <li>b) during the term of this Contract, neither the Service Provider nor its affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract;</li> <li>c) after the termination of this Contract, such other activities as may be specified in the SCC.</li> </ul>
<b>3.4. Confidentiality</b>	<p><b>3.4.1.</b> Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Client to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p><b>3.4.2.</b> The Service Provider 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 Client's prior written consent.</p>

<b>3. Obligations of the Service Provider</b>	
	<b>3.4.3.</b> In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Client may terminate the contract.
<b>3.5. Liability of the service provider</b>	<b>3.5.1.</b> 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.
<b>3.6. Service Providers' Actions Requiring Bank's Prior Approval</b>	<b>3.6.1.</b> The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> <li>i. entering into a subcontract for the performance of any part of the Services,</li> <li>ii. changing the schedule of activities;</li> <li>iii. any other action that may be specified in the SCC.</li> </ul>
<b>3.7. Independent Service Provider Status</b>	<p><b>3.7.1.</b> 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><b>3.7.2.</b> The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider employee (s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee(s) shall be dealt with exclusively by the Service Provider.</p> <p><b>3.7.3.</b> None of the Service Provider's employee (s) shall be entitled to seek employment with the Client merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Client.</p>
<b>3.8. Compliance with all the Regulatory Requirement</b>	<p><b>3.8.1.</b> The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p> <p><b>3.8.2.</b> The Service Provider will ensure that all the applicable regulatory requirements/labor laws are fully met and accordingly indemnify the client against any claims with regards to the above.</p> <p><b>3.8.3.</b> The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>
<b>3.9. Reporting Obligations</b>	<b>3.9.1.</b> The Service Provider shall submit to the Client the reports and documents specified in <b>Appendix A</b> as and when required by the Client.
<b>3.10. Proprietary Rights of the Client in Reports and Records</b>	<b>3.10.1.</b> The Service Provider will not share any details or information with anyone except after prior permission of the Client.

<b>3. Obligations of the Service Provider</b>	
<b>3.11. Liquidated Damages</b>	<p><b>3.11.1. <u>Payments of Liquidated Damages</u></b></p> <p>The Service Provider shall pay liquidated damages to the Client at the rate/amount stated in the SCC due to delay in execution of services. 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.</p>
<b>3.12. Performance Guarantee</b>	<p><b>3.12.1.</b> The Service Provider shall provide the Performance Guarantee to the Client no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a commercial bank acceptable to the Client and denominated in the currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.</p> <p><b>3.12.2.</b> The Performance guarantee may be forfeited if a Bidder:</p> <ul style="list-style-type: none"> <li>i. fails to fulfill all the contractual and legal obligations;</li> <li>ii. fails to agree with the decision made by the Client as a result of arbitration; or</li> <li>iii. Violates any law(s) during execution of contract.</li> <li>iv. fails to start the execution of services or stop providing services without prior approval of the Client.</li> </ul>

<b>4. Service Provider’s Team</b>	
<b>4.1. Description of Services to be performed by the Service Provider</b>	<p><b>4.1.1.</b> The scope of services to be performed by the Service Provider are described in <b>Appendix A</b>.</p>

<b>5. Obligations of the Client</b>	
<b>5.1. Provide information about the code of conduct</b>	<p><b>5.1.1.</b> The Client shall provide the Service Provider with information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.</p>
<b>5.2. Change in the Applicable Law</b>	<p><b>5.2.1.</b> If, after the date of this Contract, there is any change in the Applicable Law concerning taxes, duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the cost of services payable to the Service Provider under this Contract shall be adjusted accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in <b>Clauses 6.2</b>, as the case may be.</p>
<b>5.3. Services and Facilities</b>	<p><b>5.3.1.</b> The Client shall make available to the Service Provider the Services and Facilities listed under <b>Appendix B</b>.</p>
<b>5.4. Assistance</b>	<p><b>5.4.1.</b> No assistance regarding any type of regulatory exemption related to contract execution will be provided by the Client.</p>

<b>6. Payments to the Service Provider</b>	
<b>6.1. Payments</b>	<b>6.1.1.</b> The Service Provider's payment shall not exceed the Contract Price/percentage rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in <b>Clause 5.2</b> , the Contract Price may only be increased above the amounts stated in <b>Clause 6.2</b> if the Parties have agreed to additional payments under <b>Clauses 2.4 and 6.3</b> .
<b>6.2. Contract Price Ceiling</b>	<b>6.2.1.</b> The price payable are set forth in the SCC.
<b>6.3. Taxes and Duties</b>	<b>6.3.1.</b> 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.
<b>6.4. Terms and Conditions of Payment</b>	<b>6.4.1.</b> Payments will be made to the Service Provider according to the payment schedule stated in the SCC.

<b>7. Quality Control</b>	
<b>7.1. Performance Standards</b>	<b>7.1.1.</b> The Service Provider will maintain the highest level of service standards.
<b>7.2. Correction of Defects, and Penalty for Lack of Performance</b>	<p><b>7.2.1.</b> The Client shall check the Service Provider's work and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities.</p> <p><b>7.2.2.</b> Every time notice of a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Client's notice. The Client's authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, Client will impose a penalty as per Clause 3.11 of the GCC.</p> <p><b>7.2.3.</b> The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, Client may issue notice to the Service Provider.</p> <p><b>7.2.4.</b> If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, Client may after giving the fourteen (14) days' notice to Service Provider terminate the Contract. Notwithstanding anything in contained in the Contract and / or applicable law, the Performance Guarantee shall be forfeited and Client shall also debar the Service Provider from participation in future Contracts.</p>

<b>8. Resolution of Disputes</b>	
<b>8.1. Arbitration</b>	<b>8.1.1.</b> In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by arbitration under the <b>Arbitration Act, 1940</b> . The place of arbitration will be Karachi.

<b>9. Corrupt and Fraudulent Practices</b>	
<b>9.1. Corrupt &amp; Fraudulent Practices</b>	<p><b>9.1.1.</b> The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in <b>Rule 2(1)(f) of PPR 2004</b> which defines:</p> <ul style="list-style-type: none"> <li>i. <i>“corrupt and fraudulent practices”</i> in respect of procurement process, shall be either one or any combination of the practices including,-</li> <li>ii. <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;</li> <li>iii. <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;</li> <li>iv. <i>“corrupt practices”</i> which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</li> <li>v. <i>“fraudulent practices”</i> which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</li> <li>vi. <i>“obstructive practices”</i> which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”</li> </ul>
<b>9.2. Blacklisting under PPRA</b>	<p><b>9.2.1.</b> The Client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;</p> <p><b>9.2.2.</b> The Client will sanction the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a Client’s contract if at any time it determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client’s contract; and</p> <p><b>9.2.3.</b> Under <b>Rule 19 of PPR-2004</b>, the Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p>
<b>9.3. Mechanism Blacklisting and cross-debarring</b>	<p><b>9.3.1.</b> Under <b>Rule 19 of PPR-2004</b>, the following mechanism and manner for Blacklisting and cross-debarring, from participating in their respective procurement proceedings will be followed as per the below mechanism:</p>

### 9. Corrupt and Fraudulent Practices

	Nature of Offense/Fault	Means of Verification	Action By Committee
	Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> <li>• Results of Bid analysis resulting in substantive evidence of collusion.</li> <li>• Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation</li> <li>• Cross verification of documentary undertaking submitted by Service Provider.</li> </ul>	Blacklisted and cross-debarred for the period up to 10 years.
	Performance Deficiencies	<ul style="list-style-type: none"> <li>• Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.</li> </ul>	Blacklisted and cross-debarred for the period up to 03 years.
	<p><b>9.3.2.</b> However, such barring action shall be undertaken only after Service Provider has been provided an adequate opportunity of being heard, who is to be barred and blacklisted.</p> <p><b>9.3.3.</b> The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of the Client and the service provider shall be solely responsible for seeing that a proper receipt is provided.</p> <p><b>9.3.4.</b> Under <b>Rule 7 of PPR 2004</b>, the service provider undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at Section 6 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by the Client.</p>		
<b>9.4. Beneficial Ownership information</b>	<p><b>9.4.1.</b> For Services/works worth Rs.50M or above, the Service Provider 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, Client shall:</p> <ol style="list-style-type: none"> <li>i. Blacklist the said company in accordance with Rule19(1)(a) of Public Procurement Rules, 2004,</li> <li>ii. Reject the bid of the said company.</li> </ol>		

**B. Special Conditions of Contract (SCC)**

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

Number of SCC Clause	Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.4	<p>The addresses are:</p> <p><b>Client:</b></p> <p align="center"><b>Director ITP&amp;PMD</b>  IT Program &amp; Project Management Department,  LRC Building, State Bank of Pakistan  I.I. Chundrigar Road,  Karachi  Tel: 021-3311-****</p> <p><b>Service Provider:</b></p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>
2	1.6	<p>The Authorized Representatives are:</p> <p><b>For the Client (Nominee of the Client)</b></p> <ul style="list-style-type: none"> <li>○ Name: _____</li> <li>○ Designation: _____</li> </ul> <p><b>For the Service Provider (Nominee of the Service Provider)</b></p> <ul style="list-style-type: none"> <li>○ Name: _____</li> <li>○ Designation: _____</li> </ul>
3	2.2	The Starting Date for the commencement of Services is <b>dd-mm-yyyy.</b>
4	2.3	<p>The Intended Completion Date is <b>dd-mm-yyyy.</b></p> <p>The duration of this contract shall be three years on the same rates, terms and conditions subject to <b>Clause 5.2</b> or any other Clause of this Contract.</p>
5	3.4	The Service provider while rendering the required services shall not release any information acquired from the Client due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise. Moreover, all important and/or confidential documents provided by the Client shall not be taken out of the assigned workspace.
6	3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in <b>Appendix A.</b>
7	3.11.1	The Service Provider shall pay liquidated damages to the Client as mentioned below;

		<table border="1"> <thead> <tr> <th colspan="3">Chargeback Mechanism for Performance and Reliability on Quarterly basis</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Minimum confirmed delivery success rate of 99% domestic for messages.</td> <td>PKR 10,000 for each 1% unsuccessful delivery on incremental basis.</td> </tr> <tr> <td>2</td> <td>Average delivery latency &lt; 10 second for domestic SMS.</td> <td>Flat PKR 10,000 for average delivery latency &gt; 10 seconds for domestic SMS.</td> </tr> <tr> <td>3</td> <td>System uptime ≥ 99.9% measured monthly.</td> <td>PKR 10,000 for each 1% downgraded uptime on incremental basis.</td> </tr> </tbody> </table>		Chargeback Mechanism for Performance and Reliability on Quarterly basis			1	Minimum confirmed delivery success rate of 99% domestic for messages.	PKR 10,000 for each 1% unsuccessful delivery on incremental basis.	2	Average delivery latency < 10 second for domestic SMS.	Flat PKR 10,000 for average delivery latency > 10 seconds for domestic SMS.	3	System uptime ≥ 99.9% measured monthly.	PKR 10,000 for each 1% downgraded uptime on incremental basis.
Chargeback Mechanism for Performance and Reliability on Quarterly basis															
1	Minimum confirmed delivery success rate of 99% domestic for messages.	PKR 10,000 for each 1% unsuccessful delivery on incremental basis.													
2	Average delivery latency < 10 second for domestic SMS.	Flat PKR 10,000 for average delivery latency > 10 seconds for domestic SMS.													
3	System uptime ≥ 99.9% measured monthly.	PKR 10,000 for each 1% downgraded uptime on incremental basis.													
<b>8</b>	<b>3.12</b>	The amount of performance guarantee is 5% of the total contract amount, which should remain valid 28 days beyond the expiry date of the contract.													
<b>9</b>	<b>5.2</b>	Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.													
<b>10</b>	<b>6.2</b>	The amount is [insert amount in PKR].													
<b>11</b>	<b>6.4</b>	<p>The Payment shall be made as per given criteria subject to receipt of invoice(s) and confirmation of satisfactory services by the designated officials of the Client.</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Payment Criteria</th> </tr> </thead> <tbody> <tr> <td>One-time Setup</td> <td>After operational acceptance</td> </tr> <tr> <td>Technical Support and other</td> <td>Quarterly (fixed)</td> </tr> <tr> <td>SMS including delivery reports</td> <td>Quarterly on pro-rata basis</td> </tr> </tbody> </table>		Description	Payment Criteria	One-time Setup	After operational acceptance	Technical Support and other	Quarterly (fixed)	SMS including delivery reports	Quarterly on pro-rata basis				
Description	Payment Criteria														
One-time Setup	After operational acceptance														
Technical Support and other	Quarterly (fixed)														
SMS including delivery reports	Quarterly on pro-rata basis														

## Appendices

(To be finalized at the contract award stage)

- **Appendix A** —Description of the Services, Performance Specifications & Terms of Reference
- **Appendix B** — Services and Facilities Provided by the Client
- **Appendix C** — Focal Persons
- **Appendix D** — Breakdown of the Contract Price
- **Appendix E** — Schedule of Payments
- **Appendix F** — Price Schedule
- **Appendix G** — Notification of Award
- **Appendix H** — Letter of Acceptance
- **Appendix I**— Performance Guarantee
- **Appendix J**— Integrity Pact
- **Appendix K**— Non-Disclosure Agreement
- **Appendix L**— Declaration of Beneficial Owner's Information

**(Description of the Services, Performance Specifications & Terms of Reference)**

**1. Project Background**

State Bank of Pakistan (SBP) is the Central Bank of the country. SBP has subsidiaries called SBP-BSC (Banking Services Corporation) having at present sixteen branch offices, NIBAF (National Institute of Banking and Finance), DPC (Deposit Protection Corporation) Pakistan, Raast Payments Pakistan (RPP) and PSPC (Pakistan Security Printing Corporation). Further information about the Bank is available at <http://www.sbp.org.pk>

SBP intends to hire Service Provider for the provision of SMS Gateway Services to support Bank's communication needs through SMS, including but not limited to customer notifications, transactional alerts, two-factor authentication (2FA), and marketing campaigns.

**2. Scope of work**

The Service Provider will be responsible for providing a complete SMS Gateway solution that includes but is not limited to:

**2.1 Service Requirements**

- a. Provision of a secure, scalable, customizable, carrier-grade and high-availability SMS gateway capable of handling normal and large message volumes.
- b. Contractual arrangements to send SMS messages across all Mobile Network Operators (MNOs) in Pakistan.
- c. Support for domestic SMS delivery.
- d. Outbound messaging capabilities on On-net, Off-net, and Ported numbers.
- e. Ability to configure mobile number portability in Service Provider's system.
- f. Ability to send SMS over 160 characters to any SMS compatible mobile phone on supporting networks in Pakistan.
- g. Concatenation Support and Smart encoding - Ensures messages aren't split.
- h. Ability at server level of the Service Provider to restrict sending of duplicate messages as well as message(s) to invalid number(s).
- i. Ability to relay messages in multi-language – Uni Code (English and Urdu, other languages of Pakistan will be added advantages)
- j. Ability to send 50,000 bulk messages in a single file through the portal in MS Excel, CSV, XML and test formats.
- k. Throughput to send 100 SMS messages in a single packet through API.
- l. Relay of customize messages.
- m. Ability to route SMS through SBP Short Code (8877) already active with a service provider, registered at PTA. Service Provider will be required to coordinate with PTA/service provider for reallocation/utilization of Short Code (8877) and complete all required formalities of PTA on behalf of SBP and/or Procure a new short code if required.
- n. Queue management to handle high traffic periods without data loss.
- o. Intelligent retry mechanism for failed messages with configurable retry intervals.
- p. Provision of software if necessary for implementation and operation of the service.

**2.2 Integration Requirements**

- a. A comprehensive set of standard APIs for integration with SBP API.
- b. Flexible Application programming Interface (APIs) to include Web services, <https://>, SMPP protocols and XML. APIs must cover requirements for sending single or bulk SMS from Client server application and through portal.
- c. Delivery confirmation in real time for each SMS request (processed as single or in the form of bulk) to SBP's API. The response must include Delivery date & time (separately on network and handset), Unique SMS Identification code against each SMS text relayed,

Delivery status code, Error Code, Receiver mobile no., mobile operator name or any of the information.

- d. Online portal access to SBP's users (multiple logins IDs required) must be provided.
- e. Ability to download daily, weekly, monthly, quarterly or yearly MIS reports from web portal and API. The data can be required by SBP at any time for last one year. The format of the data will be Excel, CSV, text etc. The supplier must be flexible to provide two or three MIS reports on specific format, if required by SBP.
- f. Provide routine alerts on SPAM and anomalous messages.
- g. Provide test/sandbox environment for integration testing before production.

### **2.3 Security and Compliance**

1. Support 2FA for access to Service Provider portal.
2. Support HTTPS (TLS 1.2 or above) for API communications
3. Support JWT authentication.
4. Compliance with local data protection laws and regulations.
5. Data confidentiality and privacy of all communication.
6. Avoid scan/intercept data traffic except for findings problems in the solution.

### **2.4 Performance and Reliability**

- a. Minimum confirmed delivery success rate of 99% domestic for messages.
- b. Average delivery latency < 10 second for domestic SMS.
- c. System uptime ≥ 99.9% measured monthly.
- d. Built-in failover and redundancy for both network and application layers.

The SMS count is based on anticipation of Annual Volume of 4 Million SMS, which may increase or decrease and shall be paid as per actual consumption against agreed rates.

### **2.5 Operation and Maintenance Phase**

Operational Acceptance means that the offered solution has been installed, configured, integrated and operational as per contract. At least One (01) month of successful operations will confirm the Operational Acceptance and the Bank will sign/issue the Operational Acceptance Certificate. SLA will start from the date of the issuance of Operational Acceptance Certificate.

### **2.6 Documentation Services**

The Service Provider will provide (but not limited to) the below mentioned draft documenters adhering to best practices and industry standards for Bank' review. Based on the review and after incorporating changes recommended by the Bank, the final version of documents will be submitted against which Bank will provide signoff.

- Solution Architecture Document
- Solution Administration Document
- Solution Maintenance Document

### **3. Safety and Security Procedures**

The staff deployed by the Service Provider within SBP premises should have security clearance from Law Enforcement Agencies.

### **4. Duration of Contract**

The duration of contract would be three years.

### **5. Project Implementation**

The project must be implemented within 03 Months from the signing of the contract. The Service Provider will provide detailed project implementation plan (PIP) which should not exceed 03 months.

### **6. Project Management**

The Service Provider will assign a senior representative (s) who will oversee the implementation of the project along with the Bank project team. The Services Provider will provide the project plan including resource requirements, communication plan and risk plan. The Services Provider will be required to engage OEM and Telco resources whenever required during the contract period for resolution of the issues without any additional cost to the Bank.

**7. SLA Requirements**

This section defines the Service Level requirements, classification of incidents, and means of reporting, and expectations for availability and response times in relation to complete solution and any add-on or customization performed during implementation (if any) pertaining to their proposed solution that are to be maintained and supported by the Service Provider.

The Service Provider shall provide;

- a. Notification for both scheduled and unscheduled downtime.
- b. Replace, Restore, Reinstall, and Reconfigure any failed component of the solution for recovery to normal operational status at no additional cost to the customer during the entire period of contract.
- c. Provide without any additional cost software/firmware patches, updates and implement them during the entire period of contract. All critical and high vulnerabilities identified by the purchaser must be fixed within thirty 30 days from the date of notification.
- d. Provide support services to run and maintain complete solution proposed in compliance with the Service Level Requirements.

**7.1 Standard Business Hours:**

7/24/365 Monday through Sunday. For leap year, the number of days will be 366.

- a. **Response Time:** The time from logging a support call until the Service Provider technical team start working on solving the problem.
- b. **Recovery Time:** The time from call logging until the problem resolution from one severity level to next severity Level.
- c. **Business Hours** 24X7 (Monday till Sunday)

**7.2 Reporting Time:**

It is the time duration from logging a support incident until the technical support person of the supplier contacts SBP concerned Technical team.

**7.3 Recovery Time:**

It is the time duration from logging a support incident until the problem resolution for restoring faulting system from severity RED to ORANGE or from ORANGE to GREEN. This time starts from problem reported until successful completion of required corrective action, inclusive of replacement (if required).

**7.4 Reporting & Resolution Time Limits Table**

Following table outlines the Incident Classification System including required Recovery Time:

<b>Severity</b>	<b>RED category</b>	<b>Orange category</b>	<b>Green category</b>
-----------------	---------------------	------------------------	-----------------------

<b>Criteria</b>	Any component of the solution is down, or a major solution component/software module is inoperative	The solution is operating normally, but a redundant component or supporting feature has failed.	The system is available and performing adequately, however performance tuning, software or firmware patch installation or software or firmware version upgrade is required during a planned activity.
	<b>Example:</b> 1. The Any component the solution is "down" due to critical software failure. 2. System(s) or sub-system(s) performance has become unacceptable 3. Failure of a non-redundant component.	<b>Examples:</b> 1. Failure of one of a multiple of components of the solution. 2. Technical issues are being faced causing interruptions to the operations or any failure in its functionality due any suspected solution failure.	<b>Examples:</b> 1. Operational performance of the appliance / system is facing error(s), while the operations remain functional. Information or assistance is required with the supplier/manufacturer of product capabilities, installation, or configuration. 2. Preventative maintenance, upgrades, non-urgent patches, configuration changes.
<b>Reporting time</b>	Within one <b>(01) hours</b> Reported Incident	Within four <b>(04) Hours</b> of Reported Incident	Within twenty four <b>(24) Hours</b> of Reported Incident
<b>Resolution Time</b>	Within four <b>(04) Hours</b> of Reporting	Within forty eight <b>(48) Hours</b> of Reporting	Within one <b>(01) week</b> of Reporting
<b>Action</b>	Troubleshoot, Rectify, Repair, Replace faulty component (s) within specified hours to restore the operations.	On-Site Technical Support on Call Basis.	Technical Support on Call Basis or On-Site as per requirements.  Firmware/software patch updates and upgrades.

### 8. Office Location:

#	Office	Address
1	State Bank of Pakistan	Main Building, I. I. Chundrigar Road, Karachi

### 9. Implementation Schedule

<b>Job description</b>	<b>Project Schedule in Weeks</b>	<b>Liquidated Damages Milestone</b>	<b>Project / Delivery Site</b>
1. Project Implementation Phase (Requirement Analysis, Designing, Development / Customization, Implementation and Integration with SBP API)  Training and User Acceptance, Testing, Security assessment etc.	8 weeks	Yes	State bank of Pakistan, I.I.Chundrigar Road, Karachi
2. Operational Acceptance of Complete Solution	4 weeks	Yes	
3. Commencement of three (03) years SLA as mentioned in Section V Technical Specifications	From the date of Operational Acceptance Certificate	Yes	

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

**Appendix B**

**(Services and Facilities Provided by the Client)**

(If any)

**Appendix C**

**(Focal Persons)**

<b>Sr.#</b>	<b>Name</b>	<b>Designation</b>	<b>Contact Details (Tel/Mob# &amp; Email)</b>
1.			
2.			
3.			

**Appendix D**

**(Breakdown of Contract Price)**

**Appendix E**

**(Schedule of Payments)**

The Payment shall be made as per given criteria subject to receipt of invoice(s) and confirmation of satisfactory services by the designated officials of the Client.

<b>Description</b>	<b>Payment Criteria</b>
One-time Setup	After operational acceptance
Technical Support	Quarterly (fixed)
SMS including delivery reports	Quarterly on pro-rata basis

**Appendix F**

**(Price Schedule)**

**Appendix G**

**(Notification of Award)**

**Appendix H**

**(Letter of Acceptance)**

**Appendix I**

**Over Stamp Paper**

*(Shall be required from the most advantageous bidder at the time of contract signing)*

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_

Name of Principal (Service Provider) with address: \_\_\_\_\_

Penal Sum of Guarantee (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_

Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Service Provider we, the Guarantor above named, are held and firmly bound unto the **SBP Banking Services Corporation** (hereinafter referred as "**SBP BSC**") in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to SBP BSC, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Service Provider has accepted SBP BSC's above said Letter of Acceptance for the **Procurement of SMS Gateway Services for the State Bank of Pakistan**

NOW THEREFORE, if the Service Provider shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by SBP BSC, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to SBP BSC without delay upon the SBP BSC's first written demand without cavil or arguments and without requiring SBP BSC to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the SBP BSC's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to SBP BSC's designated Account Number.

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Service Provider has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from SBP forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Integrity Pact)

*Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004*

**Declaration of Fees, Commissions and Brokerage, etc. Payable by the Suppliers of Goods, Services & Works**

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

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

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

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

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

**Non-Disclosure Agreement**

THIS AGREEMENT made on \_\_\_\_\_ between \_\_\_\_\_ having its registered office ----- hereinafter referred to as the **DISCLOSING PARTY**

-and-

The \_\_\_\_\_, 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 State Bank of Pakistan.

**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 the 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.

<b><u>State Bank of Pakistan</u></b> <b><u>(Disclosing Party)</u></b>	<b><u>Agreed to and Accepted by</u></b>  <b><u>(Receiving Party)</u></b>
Signature of nominated officer and Date	Signature of authorized representative and Date
Name	Name
<b><u>WITNESS:</u></b> _____	<b><u>WITNESS:</u></b> _____
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\*\*\***