



**ISLAMABAD HIGH COURT
ISLAMABAD**

STANDARD BIDDING DOCUMENT

**PROCUREMENT OF API BASED CORPORATE BULK SMS
SERVICE AND WHATSAPP SERVICE**

FOR FINANCIAL YEAR 2025-2026

ISLAMABAD HIGH COURT, ISLAMABAD.

Phone: 051-9198199

Bid Data Sheet

1.	Procuring Agency	Islamabad High Court, Islamabad. (IHC)
2.	Procurement Title	PROCUREMENT OF API BASED CORPORATE BULK SMS SERVICE AND WHATSAPP SERVICE
3.	Applicable Rules	The Public Procurement Rules, 2004.
4.	Bid Security	Rs.120,000/- (refundable) in the shape of Pay Order, Call Deposit, or Demand Draft, prepared before the tender opening in favor of Drawing & Disbursing Officer, Islamabad High Court, Islamabad.
5.	Performance Guarantee	5% of Contract Value in shape of Bank Guarantee.
6.	Pre-Bid Meeting	31.01.2026 at 10:00 a.m., Judges Library Hall. All prospective bidders must attend the pre-bid meeting. To discuss the exact requirement of High Court.
7.	Closing Date and Time for the receipt of Bidding Documents	07.02.2026 at 11:00 a.m.
8.	Opening Date, Time and Venue of Opening of Bid	07.02.2026 at 11.30 a.m., Judges Library Hall.
9.	Bid Currency	PKR
10.	Language of Bid	English
11.	Bid Validity Period	Bids shall remain valid till 30 th June, 2026.
12.	Bidding Procedure	Single Stage – One Envelope Procedure in accordance with Public Procurement Rules, 2004 through EPADS.
13.	Address for Communication and Contact Numbers:	Islamabad High Court, Constitution Avenue, G-5, Islamabad. Phone No. 051-9198199 Fax No. 051-9228112



ISLAMABAD HIGH COURT, ISLAMABAD

INSTRUCTIONS TO BIDDERS

1. Source of Funds

- 1.1 Available.

2. Bidder's Eligibility and Qualification

- 2.1 This Invitation for Bids (IFB) is open to firms having **valid NTN, GST and STRN registration** in Pakistan. Documentary proof will have to be provided by each bidder.
- 2.2 It is compulsory for the bidder to be on the “**Active Taxpayers List**” of the Federal Board of Revenue (both for Income Tax and Sales Tax) otherwise the bid will be rejected. Documentary proof will have to be provided by each bidder.
- 2.3 Firm must be maintaining a bank account in a scheduled bank. To ascertain the financial soundness of the bidder, it is compulsory for the bidder to submit bank statement of last one year.
- 2.4 Bidders shall not be under a **declaration of blacklisted** by any Government (Federal & Provincial). The bidder will submit an affidavit on Legal Stamp Paper that the bidder is not black listed on any ground by any Government (Federal, Provincial).
- 2.5 Bidders are required to provide Experience as a Service Provider of goods/items/articles/services of same nature, for **at least last two (02) Years**.
- 2.6 The bidder must have a verifiable service/support presence in Pakistan.
- 2.7 The bidder Solution must possess the ISO 27001 (Information Security Management System) and ISO 9001 (Quality Management System) international certifications to ensure security).
- 2.8 The bidder must be either a telecom operator or Meta-approved BSP (business solution provider) for WhatsApp Business API services.
- 2.9 The proposed solution must be locally deployed in a Tier-III certified data center with full geo-redundancy to ensure high availability and disaster recovery capability.
- 2.10 The bidder or Solution provider must be GSMA Mobile Connect certified or hold valid accreditation for Mobile Identity & Authentication services.

3. Cost of Bidding.

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid.

4. The Bidding Procedure.

- 4.1 ***Single Stage-One Envelop Bidding Procedure***
Single Stage – One Envelope Bidding Procedure shall be applied as per the Public Procurement Rule 36(a):
Each bid shall comprise one single envelope containing, financial proposal and technical qualification. All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

5. Contents of the Bidding Documents.

- 5.1 The bidding procedures for required service and contract terms are prescribed in the bidding documents. The bidding documents include:
- (a) Invitation to bidders,
 - (b) Instruction to Bidder,
 - (c) General and Special Conditions of Contract,
 - (d) Schedule of Requirements,
 - (e) Technical Qualifications/Requirements,
 - (f) Contract Form,
 - (g) Performance Guaranty Form,
 - (h) Price Schedule.

- 5.2 The Bidder is expected to examine all instruction, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information in a correct manner as required by the Bidding Documents shall result in rejection of bid. Furthermore, submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Form of Price Schedule.

- 6.1 The Bidder shall complete the appropriate Price Schedule furnished in the bidding documents, indicating the service to be provided, a brief description, and price.

7. Bid Prices.

- 7.1 The Bidder shall indicate the unit prices and total price of the services to be provided under the contract.
- 7.2 Form of Price Schedule is to be filled very carefully. Any alteration/ correction is not allowed. Every page is to be signed and stamped at the bottom. Name of the person (s) signing & the firm/company stamp should be used.
- 7.3 The bidder should quote the prices of services according to the required specifications.
- 7.4 The prices offered by the bidder will be valid and binding on the bidder throughout the period of contract.
- 7.5 The bidder is required to offer competitive prices.
- 7.6 Prices offered should be for the entire contract period and services; partial offers shall straightaway be rejected. Any type of conditional offer will also be considered as non-responsive bidder and will be rejected.
- 7.7 While tendering quotation, the market trend / inflation in the market should be kept in mind. No request for increase in price due to market fluctuation will be entertained till the end of contract.
- 7.8 No change in price is allowed after opening of financial bids.
- 7.9 Prices shall include all type of costs which may include delivery and any other type of expenditure associated with the provision of services. No extra payment of any kind will be made to the successful bidder.

8. Bid Security.

- 8.1. The Bidder shall furnish, as part of its proposal, a Bid Security in the amount specified in Data Bid Sheet.
- 8.2. The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture.

9. Bid Validity.

- 9.1 Bids shall remain valid till 30th June, 2026. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

10. Deadline for Submission of Bids.

- 10.1 Bidders are required to submit their bids **electronically via PPRA's e-Procurement System (E-PADS)**. The Bidders are also encouraged to submit the hard copies of bids not later than the time and date specified in the invitation or bid data sheet. The bidders are encouraged to arrive at the Procuring Agency's specified address 30 minutes before the bid submission time to avoid delay resulting from any unforeseen event including Traffic Jams, Security clearance at Check Points or Entry Gates / Reception of the premises. The bidders' representatives who are submitting the bid will sign the Attendance Sheet evidencing their participation.

11. Late Bids.

- 11.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the bidder.

12. Opening of Bids by the Procuring Agency.

- 12.1 The Procuring Agency will open the bids received through EPAD in the presence of bidders or their representatives (who choose to attend the process) at the time, on the date, and at the place specified in the invitation for Bids.

- 12.2 In case of any technical malfunction of E-PADS Portal at the time of bid opening, the Procuring Agency will open the received hard copies of the bids
- 12.3 The bids found without Bid Security (earnest money) OR having less Bid Security will also be returned unannounced to the Bidders.

13. Clarification of Bids.

- 13.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid

14. Preliminary Examination.

- 14.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 14.2 The arithmetical errors in the financial bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the UNIT PRICE shall prevail.
- 14.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect to the relative ranking of any bidder, except anything rendering the bid invalid under any other clause of these bidding documents.
- 14.4 Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- 14.5 If bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder.

15. Evaluation of Bids.

- 15.1 The Procuring Agency will evaluate and compare the bids, which have been determined to be substantially responsive.
- 15.2 The evaluation of the financial proposal will be on the basis of price and bid security. However, previous performances, test reports, inspection of plant / factory/ premises, previous experience and report, financial soundness and any other details as the Procuring Agency, at its discretion, may consider appropriate, will be considered during evaluation.
- 15.3 All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in these bidding documents.
- 15.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of invitation of bids.

16. Evaluation Criteria.

- 16.1 Facts such as previous performances and record, inspection of plant/factory/office/ premises, previous experience, may consider appropriate, will be taken into consideration during evaluation of bids.

17. Contacting the Procuring Agency.

- 17.1 Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the tender evaluation is strictly prohibited. Any infringement will lead to disqualification.

18. Qualification & Disqualification of Bidder.

- 18.1 The Procuring Agency will determine to its satisfaction whether the bidders are qualified to perform the contract satisfactorily, in accordance with the criteria.
- 18.2 The determination will take into account the bidder's financial, technical, production, transportation and other necessary capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate.

- 18.3 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any deficiency in Service Provider's capacities, may require the Service Providers to provide information concerning their professional, technical, financial, legal or managerial competence whether already qualified during evaluation process or not.
- 18.4 The Procuring Agency will disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification as Service Provider was false and materially inaccurate or incomplete.

19. Rejection of Bids.

- 19.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency will, upon request, communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- 19.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 19.1 towards, bidders who have submitted bids.
- 19.3 All bidders are encouraged to remain in contact with the Procuring Agency to obtain the results of bid evaluation, acceptance or rejection of bids. Intimation of the rejection of any or all bids will be given promptly to the concerned bidders that submitted bids.

20. Re-Bidding.

- 20.1 If the Procuring Agency rejected all bids, it may call for a re-bidding or deems necessary appropriate, may seek any alternative methods of procurement under Rule 42 of the Public Procurement Rules-2004.
- 20.2 The Procuring Agency invitation for re-bidding will assess the reasons for rejection and may revise requirements, evaluation criteria or any other condition for bidders, as it may deem necessary.

21. Results of Evaluation Report.

- 21.1 The bidders are encouraged to remain in contact with the Procuring Agency to obtain the results of bid evaluation, acceptance or rejection of bids.

22. Acceptance of Bid and Award Criteria.

- 22.1 The bidder with the advantageous evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government, will be awarded the Contract.

23. Procuring Agency's Right to vary Quantities at the Time of Award.

- 23.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of SMS required, without any change in unit price or other terms and conditions. All participating bidders unconditionally agree to the said clause.

24. Signing of Contract.

- 24.1 The Procuring Agency will invite the bidder to sign the Contract Form provided in the bidding documents along with updated information about price etc. incorporating all agreements between the parties the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted.
- 24.2 If the successful bidder, after completion of all codal formalities shows inability to sign the Contract then their complete bid security/earnest money will be forfeited and the firm will be blacklisted for future participation. In such situation the Procuring Agency may make the award to the next lowest evaluated bidder or may call for new bids at its own discretion.
- 24.3 The duration of the contract shall be 01 year; however, it can further be extended up to 02 years, based on the satisfactory performance of the bidder with the mutual consent of both parties on the same rates, terms & conditions.

25. Performance Guarantee.

- 25.1 The successful bidder shall furnish the performance guaranty within a fortnight after signing the contract and award of Provide order. The bid security would be returned to the bidder upon submission of performance guaranty.

- 25.2 Failure of the successful Bidder to comply with the requirement shall constitute grounds for the annulment of the award and forfeiture of the security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder or call for new bids at its own discretion.

26. Fraud and Corruption

- 26.1 The Procuring Agency requires that the Bidders i.e. Service Providers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.
- 26.2 The Bidders shall permit the Procuring Agency to inspect all accounts, records and other documents relating Bid.
- 26.3 Procuring Agency will reject bid, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

Schedule of Requirements:

The services will be provided in accordance with the subsequent Purchase Orders to be issued by the Islamabad High Court, Islamabad as per following schedule of requirements:-

Mode of Penalty	Provision of services in prescribed quantity and completion of all services in accordance with the approved scope as per Purchase Order (LPO) under Framework Contract.	Total Period
Without Penalty	45-days or earlier	45-days
Late delivery charges/penalty @0.25% per day after 30 days		

Specification attached with this Bidding Document.

TECHNICAL REQUIREMENTS/SPECIFICATIONS

S.No	Item Name	Detail Specification	Qty
1.	API Based Corporate Bulk SMS Service	<p>The Operator / Vendor / Bidder will provide a Bulk SMS Solution with the following functionalities:</p> <ul style="list-style-type: none">• Around <u>Twelve Hundred Thousand SMS per annum</u> is required, which may vary as per the court schedule. <p><i>Note: The above-mentioned SMS count is based on anticipation, which may increase during the service duration/period, and shall be paid as per actual against agreed rates.</i></p> <ul style="list-style-type: none">• Support for short code numbers, Sender IDs, or Masking defined by IHC.• SMSs will be sent via provided Masking (Mask: IHC, I.H.C, DSCI, etc.) or a short code(s).• The bidder shall be responsible for releasing the Mask(s) from other telecom operators and get them whitelisted and marked as transactional messages after getting the approval from PTA.• Capacity to send SMS messages across all mobile networks in Pakistan, GB, and AJK.• Full support for HTTPS, FTP, and Bulk SMS.• SMS service must support Application Programming Interface with development support.• API documentation for seamless integration with our systems. <p>API must support both communication modes, cellular network, and WhatsApp service.</p> <ul style="list-style-type: none">• The Bidder will be required to provide and integrate API Based Corporate Bulk SMS Service and WhatsApp Service Solution with IHC's existing or any new applications during the contract period. All the integration will be the bidder's sole responsibility.• Unicode character support for sending bilingual SMS. English, Urdu and any language font support.• Should be secured via SSL and user ID/password-based access control and open on all popular browsers (i.e., Internet Explorer, Google Chrome, Opera, Safari, Firefox, and Netscape, etc.).• Real-time SMS sending (SMS may be sent & delivered as soon as it is generated from the system).• Multiple upload formats like CSV, Excel, and XML for uploading a list of mobile numbers, along with a plug-in for sending SMS.	

		<ul style="list-style-type: none"> • Vendor will be responsible for providing support 24/7 for the solution deployed. • Vendor will be responsible for ensuring the uptime of 24/7 and will provide all related facilities. • Bulk sending in peak/load days. • Compliance with PTA data directives. • No credit limit will be applicable. • Minimum Throughput should be as per standards. • An online dashboard/ portal for SMS management/ monitoring, Event logging, Status, and History. Report generator and extract options should also be available in the portal. • Ensures messages aren't split at the receiver end. • All messages must be white-listed, and no spamming policies must be applicable. • SMS delivery to ported numbers (converted) must be ensured at any cost. 	
2.	WhatsApp Service	Provision of WhatsApp service as well with the above terms and conditions.	

Note: The Corporate Bulk SMS Service and WhatsApp Service shall be provided as a turnkey solution. All bidders are mandatorily required to quote prices for both services under their bid. Bids quoting for only one of the services or on a partial basis shall not be considered. The financial evaluation shall be carried out on the combined cost of both the Corporate Bulk SMS Service and the WhatsApp Service, The evaluation of the financial proposal will be on the basis of price and bid security. However, previous performances, test reports, inspection of premises/datacenter, previous experience and report, financial soundness and any other details as the Procuring Agency, at its discretion, may consider appropriate, will be considered during evaluation.

Check List of Technical Qualification.

Kindly fill “Yes” or “No” against each required document mentioned bellow, submitted by the bidder.

S. No.	REQUIRED DOCUMENTS LIST	YES	NO
01.	Bidder’s Profile & Copy of CNIC of owner/ CEO/ Authorize Sales Manager		
02.	Income Tax and Sale Registration Certificates with Proof to be on Active Taxpayer (Income and Sales) List.		
03.	Bank Statements of bidder of last one Year		
04.	Rs.120,000/- Bid Security/CDR		
05.	Relevant Experience: Supporting Documents or Copies of Provide/Work Orders, completed within the last 02 years.		
06.	An Affidavit (on legal stamp paper) that the Bidder is not blacklisted by any Government Department (Federal or Provincial).		
07.	Required document/certificates: i) Undertaking (Form 8) ii) Certificate of Guarantee/Warranty (Form 9) iii) Price Reasonability Certificate (Form 10)		
08.	The offered Goods as mentioned in Bid Data Sheet shall be according to Technical Requirements.		
09	Pre-Bid Meeting: The bidder or its authorized representative should attend the pre-bid meeting and inspect technical specification.		
10	Bidder shall submit a certificate confirming compliance to all items mention in scope of works.		

The Procuring Agency will evaluate all the Proposals to conform the responsiveness of the bidders. Bidder conforming to all the requirements stated above would be accepted as responsive bidder. Any missing document or major deviation may lead to disqualification. However, the Procuring Agency may, at its discretion, ask the bidder to **clarify** minor ambiguities or provide a shortfall in documents (except the bid security) strictly to determine responsiveness; no change in substance of the bid or price shall be sought, offered, or permitted.

Signature of Bidder with Stamp

BID FORM 1

LETTER OF INTENTION

To: The Registrar,
Islamabad High Court, Islamabad.

Dear Sir,

We, the undersigned, declare that:

(a) We have examined and have no reservations to the RFP document.

(b) We offer to provide Procurement of API Based Corporate Bulk SMS Service and WhatsApp Service and WhatsApp Service in conformity with the RFP document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services:

_____;

(c) Our Proposal shall be valid for a period of _____ days from the date fixed for the proposal submission deadline in accordance with the RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Proposal is accepted, we commit to obtain a Performance Guarantee in the amount of _____ Percent of the Contract Price for the due performance of the Contract;

(e) We are not participating, as SMS Service Providers, in more than one Proposal in this bidding process, other than alternative offers in accordance with the RFP document;

(f) Our firm, its affiliates or subsidiaries, including any subcontractors or API Based Corporate Bulk SMS Service and Whatsapp Service Provider for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan.

Signature of Bidder with Stamp

BID FORM 2

AFFIDAVIT (ONSTAMP PAPER)

I/We, the undersigned, solemnly state that:

1. The undersigned has read the contents of the Bidding Document and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding document.
3. The undersigned is solvent and competent to undertake the subject contract under the Laws of Pakistan.
4. The undersigned has not paid nor has agreed to pay, any Commissions or Gratuities to any Official or Agent related to this bid or award or contract.
5. The undersigned is not blacklisted or facing debarment from any Government Department (Federal or Provincial), or its organization or project.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signature of Bidder with Stamp

BID FORM 3

Firm’s Past Performance.

Name of the Bidder:
Bid Reference No:
Assessment Period: (Three Years)

Name of the Procuring Agency/ Institution	Purchase Order No.	Financial Year	Description of Order	Value of Order	Date of Completion

Signature of Bidder with Stamp

BID FORM 4

(Price Schedule List)

User Note: This form is to be filled by the Bidder and shall submit with Financial Proposal.

ISLAMABAD HIGH COURT, ISLAMABAD

**Purchase of API Based Corporate Bulk SMS Service and WhatsApp Service
Tender Financial Year 2025-2026**

Sr. #	Item Name	Technical Specification / Model	Unit Price	Total Price (included all taxes)
1.	API Based Corporate Bulk SMS Service and WhatsApp Service			
2.	WhatsApp Service			

Claim regarding specification shall be accepted only as per Brochure/Information issued by Original Service Provider.

The Bidder must understand the requirements prior to submitting the tender in the pre-bid meeting.

Signature: _____

Name of Authorize Person: _____

Name of Firm & Full Address with Stamp:

Dated: _____

Bid Form 5

**Bank Accounts/Vendor Information of Firms
for Payment Process**

Name:	
Contact No:	
Vendor No:	
Address: Islamabad/Rawalpindi:	
Bank Name:	
Branch Name/Bank Code	
Account No.:	
Swift Code:	
IBAN No:	
Currency of Account:	
NTN No.	
GST No:	
Email Address:-	

Signature of Bidder with Stamp

Bid Form 6

PERFORMANCE GUARANTEE

To,
The Drawing and Disbursement Officer (DDO),
Islamabad High Court, Islamabad.

Whereas _____ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. _____ dated _____ for provision of **API Based Corporate Bulk SMS Service and WhatsApp Service** (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a scheduled bank for the sum of **3% of the total Contract amount** in the shape of Pay Order/Bank Draft as a Security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

And whereas we, the undersigned, have agreed to give this Guarantee on behalf of the Service Provider.

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of [Amount of the Guarantee in Figures and Words Rs. _____]

and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract, and without cavil or argument, any sum or sums within the limits as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 2026

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

BID FORM 7

CONTRACT/AGREEMENT

General Conditions of Contract (GCC)

A. General

1. Definitions	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;</p> <p>(b) “Procuring Agency” IHC: - means Islamabad High Court, Islamabad.</p> <p>(c) “The Contract” means an agreement enforceable by law;</p> <p>(d) “The Contract Price” means the price payable to the API Based Corporate Bulk SMS Service and WhatsApp Service Provider under the Contract for the full and proper performance of its contractual obligations.</p> <p>(e) “The Services” means the work to be performed by the API Based Corporate Bulk SMS Service and WhatsApp Service Provider pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the API Based Corporate Bulk SMS Service and WhatsApp Service Provider’s Proposal.</p> <p>(f) “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the API Based Corporate Bulk SMS Service and WhatsApp Service Provider covered under the Contract;</p> <p>(g) “GCC” means the General Conditions of Contract contained in this section;</p> <p>(h) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>(i) “Day” means calendar day unless indicated otherwise.</p> <p>(j) “Effective Date” means the date on which this Contract comes into force and effect.</p> <p>(k) “The API Based Corporate Bulk SMS Service and WhatsApp Service Provider” means the individual or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;</p> <p>(l) “The Project Site,” where applicable, means the place or places named in Proposal Data Sheet and technical Specifications;</p> <p>(m) “Government” means the Government of Pakistan;</p> <p>(n) “Local Currency” means the currency of Pakistan;</p> <p>(o) “In Writing” means communicated in written form with proof of receipt;</p> <p>(p) “Completion Date” means the date of completion of the Services by the API Based Corporate Bulk SMS Service and WhatsApp Service Provider as certified by the IHC;</p> <p>(q) “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;</p> <p>(r) “Party” means the IHC or the API Based Corporate Bulk SMS Service and WhatsApp Service Provider, as the case may be, and “Parties” means both of them;</p>
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	<p>(s) "Service" means any object of procurement other than goods or works;</p> <p>(t) The Service Provider shall not be allowed to sublet and award subcontracts under this Contract.</p>
2. Applicable Law	2.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the API Based Corporate Bulk SMS Service and WhatsApp Service Provider and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4. Notices	<p>4.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.</p> <p>4.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
5. Location	5.1 The Services shall be performed at such locations as the Islamabad High Court, Islamabad may approve.

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

6. Effectiveness of Contract	6.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
7. Commencement of Services	7.1 The API Based Corporate Bulk SMS Service and WhatsApp Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than 4-6 weeks after the Effective Date specified in the SCC.
8. Starting Date/Expiration Date	<p>8.1 The timeline for the provisioning of API Based Corporate Bulk SMS Service and WhatsApp Service/solution is 4-6 weeks after issuance of the purchase order or signing of the Contract, but provision of requisite services on as early as possible basis will be preferred.</p> <p>8.2 Unless terminated earlier pursuant to Clause GCC 11 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
9. Modification	<p>9.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>9.2 In cases of any modifications or variations, the prior written consent of the Islamabad High Court is required.</p>
10. Delays in the Service Provider's Performance	<p>10.1 Provision of the service shall be made by the Service Provider in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.</p> <p>10.2 If at any time during performance of the Contract, the Service Provider encounters conditions impeding timely provision of the service; the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the</p>

	<p>Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.</p> <p>10.3 A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages, unless the parties to this contract mutually agree for extension of time.</p>
11. Termination for Default	<p>11.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:</p> <p>(a) If the Service Provider fails to deliver any or all installments of the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Procuring Agency; or</p> <p>(b) If the Service Provider fails to perform any other obligation(s) under the Contract.</p> <p>(c) If the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p><i>“The offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the Service Provider or contractor in the procurement process or in contract execution to the detriment of the Procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidder (Prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”</i></p>
12. Force Majeure	<p>12.1 Notwithstanding the provisions of GCC Clauses 10 and 11, the Service Provider shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting of default if and to the extent that it's delay in performance or other failure to perform its obligation under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence directly or indirectly purporting to miss-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolution, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.</p>

C. Obligations of the API Based Corporate Bulk SMS Service and WhatsApp Service Provider

13. Confidentiality	<p>13.1 The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern,</p>
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	sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
14. Documents Property	<p>14.1 Any document, other than the Contract itself, enumerated in GCC Clause 2.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.</p> <p>14.2 The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider.</p>
15. Liquidated Damages	15.1. Any delay in initial setup or project initiation by the bidder, after issuance of the purchase order or signing of the contract, as per the time frame mentioned in the bidding document will be subject to a penalty of 0.25% of the amount will be deducted from the number of days.
16. Performance Guarantee	<p>16.1 The successful bidder shall furnish the performance guaranty within a fortnight after signing the contract and award of Provide order. The bid security would be returned to the bidder upon submission of performance guaranty.</p> <p>16.2 Failure of the successful Bidder to comply with the requirement shall constitute grounds for the annulment of the award and forfeiture of the security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder or call for new bids at its own discretion.</p>
17. Fraud and Corruption	<p>17.1 The Procuring Agency requires that the Bidders i.e. Service Providers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>17.2 The Bidders shall permit the Procuring Agency to inspect all accounts, records and other documents relating Bid.</p> <p>17.3 Procuring Agency will reject bid, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.</p>

D. Payments to the API Based Corporate Bulk SMS Service and WhatsApp Service Provider

18. Payment	<p>18.1 The cost for SMS consumed shall be paid within 30 days upon submission of error free invoice, on a quarterly basis after applicable penalty clauses (if any). No advance payment shall be allowed.</p> <p>18.2. If any delays are observed regarding SMS delivery as per the timeline mentioned in the scope of work, a penalty shall be charged as defined in the Scope of work.</p>
19. Contract Price	19.1 All the payment shall be made in the PKR.
20. Terms and Conditions of Payment	<p>20.1. No advance payment shall be allowed</p> <p>20.2. Any other payment shall be made only after the conditions specified in the SCC for such payment have been fulfilled, and the API Based Corporate Bulk SMS Service and WhatsApp Service Provider has submitted an invoice to Islamabad High Court specifying the amount due.</p>

E. Settlement of Dispute

21. Amicable Settlement	21.1 The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
22. Dispute Settlement	22.1 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. 22.2 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

BID FORM 7

CONTRACT/AGREEMENT

Special Conditions of Contract (SCC)

CONTRACT AGREEMENT (F.Y. 2024-25) BETWEEN ISLAMABAD HIGH COURT &

This deed of Contract Agreement (the “Contract”) is made and entered into on _____ day of _____ 2025/2026.

BETWEEN

The Islamabad High Court, Islamabad (hereinafter referred to as the “Procuring Agency or the Procuring Agency”), which term shall include successors and assigns of the first Part.

AND

M/s _____ having its registered office at _____ (hereinafter called the Service Provider) through its owner namely _____ NTN number, including in Active Tax Payer List, Income Tax Number _____, GST Number _____, which term shall include successors and assigns of the Second Part.

(The Procuring Agency and the Service Provider shall hereinafter individually be referred to as “the Party” and collectively as “the Parties”).

Whereas, the Procuring Agency invited bids for procurement of **API Based Corporate Bulk SMS Service and WhatsApp Service** on Framework (Rate) contract basis under the Public Procurement Rules, 2004 in pursuance whereof M/s _____ being the authorized GSM Service Provider offered to Provide the required API Based Corporate Bulk SMS Service and WhatsApp Service:

And whereas, the Procuring Agency has accepted Bid by the Service Provider for the Provision of API Based Corporate Bulk SMS Service and WhatsApp Service.

The payment would only be made after successful completion/Provision of required service according to the specifications, through the AGPR, Islamabad.

And whereas, the Parties express their desire to enter into a Contract with the Procuring Agency for the job fully described in this Contract.

NOW THIS DEED OF CONTRACT WITNESSES THE TERMS AND CONDITIONS AS FOLLOWS:

1. That the Contract shall come into force immediately and shall remain valid until _____ or cancelled by the Procuring Agency.
2. The detail of price quoted by bidder _____ as given in the Price Schedule.
3. The Contract shall endure for a period of one year commencing on _____ day of _____ 2026.
4. The contract is executed as per the Public Procurement Rules, 2004.
5. The following documents shall be deemed to form and be read and construed as an integral part of this Contract.
 - i. The price schedule submitted by the Bidder/Service Provider/Service provider (Clause 2 of this Contract).
 - ii. The schedule of requirements – Terms & Conditions (Annex-II)
 - iii. The Bids & its Clarifications
6. That the quality and scope of the items/materials/services shall be as per specifications given by the Procuring Agency.
7. That the provision of the service shall be made by the Service Provider at their own cost, management and responsibility.
8. That the Procuring Agency shall have the right to examine, monitor, and evaluate the API-based Bulk SMS Service, including system performance, delivery reports, uptime, throughput, and compliance with agreed Service Level Agreements (SLAs), and reserves

the right to reject, suspend, or require corrective measures if the service is found to be non-compliant with the agreed technical specifications or contractual terms.

9. That in case any part of the API-based Bulk SMS Service is rejected, found deficient, or considered non-compliant with the agreed specifications, performance standards, or Service Level Agreements (SLAs), the Service Provider shall, at its own cost and risk, promptly rectify, re-perform, or replace the deficient service to the satisfaction of the Procuring Agency. All risks, costs, and consequences arising from such rejection or deficiency shall be borne by the Service Provider.
10. That the Procuring Agency reserves the right to increase or decrease the volume, scope, or usage quantity of the API-based Bulk SMS Service, including the number of messages or service utilization, during the validity of the Contract, subject to the terms and rates agreed under this Contract.
11. That the Service Provider shall indemnify and hold harmless the Procuring Agency from and against all claims, losses, damages, penalties, liabilities, or expenses arising out of or in connection with any act, omission, negligence, breach of contract, system failure, data misuse, or violation of applicable laws by the Service Provider, its employees, or its agents in the performance of the API-based Bulk SMS Service.
12. That all applicable taxes, including but not limited to GST, duties, levies, or any other statutory or incidental charges, if any, required in connection with the provision, operation, and delivery of the SMS Gateway / API-based Bulk SMS Services under this Contract shall be borne by the Service Provider.
13. The Service Provider hereby declared that it has not obtained or inducted the procurement of any contract, right interest, privilege or other obligation or benefit from Government or any administrative subdivision or agency thereof or any other entity owned or controlled by it Government through any corrupt/collusive business practice.
14. Receipt of incomplete supplies or delay in services will render the provide order liable to be levied with liquidated damages and 0.25% of the amount will be deducted from the number of days.
15. That the terms of this Contract Agreement shall be governed by the Laws of Islamic Republic of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.
16. Any amendment subsequent to this purchase order which have been mutually agreed shall only be in writing and shall be deemed as a part of this purchase order.
17. If any dispute whatsoever, shall arise between the parties in connection with or arising out of the purchase order, the parties shall made every attempt to resolve the same amicably.
18. The Service Provider warrants that it is duly licensed and authorized by relevant regulatory authorities, including PTA (where applicable), and that the API-based Bulk SMS Services shall be provided using secure, reliable, and industry-standard systems, ensuring uninterrupted performance, data integrity, and compliance with all applicable laws and regulations.
19. The Procuring Agency shall disqualify a Service Provider or Contractor if it finds, at any time, who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices.
20. The Procuring Agency has the right to cancel the contract and forfeit the bid/performance security presented, in case of Provide sub-standard service or other then the specifications or unsatisfactory performance.
21. The once successful bidders who are issued with the work order after offer and acceptance, intends to retract/retreat from the promise to Provide, on any pleas, at any time, their bid/performance security would be forfeited and the firm would be blacklisted.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by its duly authorized representatives as of the day and year first above written.

Signed for and on behalf of Service Provider Signed for and on behalf of Procuring Agency

Bid Form 8

UNDERTAKING

I have read the terms and conditions regarding “Tender” dated _____, I hereby undertake to abide by these terms & conditions in letter and spirit.

Enclosed Call Deposit No. _____ Dated: _____ of
Rs. _____ Bank & Branch Name _____.

Signature: _____

Name of Authorize Person: _____

Name of Firm & Full Address with Stamp:

Dated: _____

Bid Form 9

CERTIFICATE OF GUARANTEE/WARRANTY

This is to certify that **M/s.** _____ hereby **guarantees the uninterrupted, efficient, and satisfactory provision** of the **API Based Corporate Bulk SMS Service** to this office in accordance with the **approved scope of work, service parameters, and terms & conditions** of the Contract / Purchase Order No. _____ dated _____.

The service provider undertakes to ensure:

- Continuous availability of the service during the agreed service period;
- Timely delivery of SMS/WhatsApp Message as per approved standards;
- Prompt resolution of any technical faults or service interruptions; and
- Compliance with all applicable rules, regulations, and service-level commitments.

In case of any deficiency, disruption, or failure in service, **M/s.** _____ shall be responsible to **rectify the same immediately** at its own cost and shall remain liable under the terms of the contract.

This Guarantee Certificate shall remain valid for the period _____ to _____, or as stipulated in the contract.

Signature: _____

Name of Authorize Person: _____

Name of Firm & Full Address with Stamp:

Dated: _____

Bid Form 10

PRICE REASONABILITY CERTIFICATE

We certify that the prices quoted in the Bid are fair, reasonable and in accordance with market standards as well as prices do not exceed the prices charged to other Government Departments for similar supplies made in recent past.

We undertake that if it is found at any stage that same or similar items/goods/articles/services were supplied by us to any other Government Department at a lower price during, then the following rights will be available with the Procuring Agency, which can be exercised at the option of the buyer (i.e. the Procuring Agency) as a remedial measure: either any one of the available rights or any combination thereof.

- i) Demand refunds for the price difference.
- ii) Cancel the current purchase order.
- iii) Debar us from participating in future tenders.
- iv) Initiate legal action for any discrepancies.

Signature: _____

Name of Authorize Person: _____

Name of Firm with Stamp:

Dated: _____