

# **BIDDING DOCUMENTS FOR SERVICES**

for

# Procurement of Cash in Transit (CIT) Services for Transportation of Claim/Defective/Prize Winning/ Forged Prize Bonds and Claim/Defective Banknotes

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

September 2023

Table of	of Contents				
Section	I: Invitation to Bid	3			
Section	II: Instructions to Bidder				
А.	General	4			
B.	Bidding Documents	5			
C.	Preparation of Bids	6			
D.	Submission of Bids	7			
E.	Bid Opening & Evaluation	8			
F.	Award of Contract	9			
G.	Bid Data Sheet	13			
Section	III: Forms for Technical Proposal	17			
Section	IV: Minimum Eligibility/Qualification Criteria	24			
Section	V: Forms for Financial Proposal	25			
Section	VI: Form of Contract				
	nent of Stamp Duty as Per the Prevailing Rates Will Be the Responsibility of the Successful er)				
Form	of Contract				
Gene	ral Conditions of Contract				
A.	General Provisions	41			
B.	Commencement, Completion, Modification and Termination of Contract				
C.	Obligations of the Service Provider				
D.	Service Provider's Personnel				
E.	Obligations of the Client				
F.	Payments to the Service Provider				
G.	Fairness and Good Faith				
H.	Settlement of Disputes				
	al Conditions of Contract				
-	DICES				
	ndix A & B				
••	ndix C				
Appe	ndix D	55			
Appe	ndix E				
Appe	ndix F	57			
Appe	ndix G	58			
Appe	Appendix H				
Appe	ndix I	60			
Appe	ndix J	61			
Appe	ndix K				

# Section I: Invitation to Bid



# **SBP BANKING SERVICES CORPORATION**

# **Invitation to Bid (ITB)**

ITB No. GSD (Proc.) / CMD-CIT Services /49971 /2023

SBP Banking Services Corporation (SBP BSC) invites sealed bids from eligible Bidders, registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for *Procurement of Cash in Transit (CIT) Services for Transportation of Claim/Defective/Prize Winning/ Forged Prize Bonds and Claim/Defective Banknotes* for a period of three years.

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

A pre-bid meeting will be held on **September 25, 2023 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 <u>gsd.proc2@sbp.org.pk</u>

The bids prepared in accordance with the instructions provided in the Bidding Documents must be delivered in a hard copy submitted (in person, or by post) at the address given below on or before **October 06, 2023 at 11:00 AM** which shall be opened on the same day at **11:30 AM** at Learning Resource Centre, State Bank of Pakistan, I.I. Chundrigar Road, Karachi, Pakistan in the presence of representatives of firms who may choose to be present. This Invitation to Bid is also available on websites: <u>www.sbp.org.pk & www.ppra.org.pk</u>

#### **Senior Joint Director**

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

Section II: Instructions to Bidder				
	A. General			
<ol> <li>Scope of Bid</li> <li>1.1. SBP, Banking Services Corporation having its principal plac business at I.I. Chundrigar Road, Karachi, hereinafter called "Bank", invites sealed bids from tax registered eligible Bid pursuant to Rule-36(b) "Single stage two envelopes procedure PRR-2004 for "Procurement of Cash in Transit (CIT) Services Transportation of Claim/Defective/Prize Winning/ Forged F Bonds and Claim/Defective Banknotes" as detailed in the Bid Documents.</li> <li>1.2. The title and identification number of the Invitation to Bid (ITB) resulting Contract(s) are provided in the Bid Data Sheet.</li> <li>2. Eligible Bidders</li> <li>2.5. this bidding process is open to all bidders who meet minimum eligibility/ qualification criteria given in Bid Data S (BDS).</li> <li>2.2. Joint Ventures and Consortiums shall not be permitted to sul the bid.</li> <li>2.3. Bidder already engaged by the Bank for providing consult services related to the above procurement (if applicable) will no eligible for bidding.</li> <li>2.4. A bidder declared ineligible as a result of corrupt and fraudu practices under Rule 19 of Public Procurement Rules (PPR)-2 shall not be permitted to submit the bid(s). The Bidder must no blacklisted by any Federal or Provincial Government Departm National Counter Terrorism Authority (NACTA), Age Organization, or Autonomous Body anywhere in Pakistan.</li> <li>2.5. A bidder who has been declared blacklisted or debarred by a for country, international organization, or other foreign institut shall be treated as blacklisted and debarred from participating, bidder who has violated the law of land of any country and recon in any sanction list will not be eligible to participate in bidding/procurement process.</li> <li>2.6. Bidders shall provide evidence of their continued eligib satisfactory to the Bank, as the Bank shall reasonably request.</li> <li>2.7. Bidder should meet all the minimum eligibility condition defined in BDS, however, after explicitly fulfilling</li></ol>				
3. Qualificat of the Bid	ion 3.1. All bidders shall provide, Form of Bid and Qualification Information,			
4. One Bid p Bidder				
5. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will in no case be responsible or liable for those costs.			
6. Visit to Bank's Premises	6.1. If the conditions so permit, the Bank may allow Bidder to visit the Bank premises and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting shall be at the Bidder's own expense.			

(2) If the conditions as normality the Deplevill error of farthe Didder and
6.2. If the conditions so permit, the Bank will arrange for the Bidder and
any of its personnel or agents to gain access to the relevant
premises to observe the activities that may help them in preparing
their bids more competitive, provided that the Bidder gives the
Bank adequate notice of a proposed visit of at least seven (07) days
prior to deadline for submission of bids. Alternatively, the Bank may
organize a visit or visits concurrently with the pre-bid meeting, as
specified in the BDS for ITB Clause 8.2. Until otherwise stated in
BDS failure of a Bidder to make a visit will not be a cause for its
disqualification.
6.3. No visits shall be arranged or scheduled after the deadline for the
submission of the Bids and prior to the award of Contract.

<ul> <li>7. Content of the Bidding Documents is listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9: <ol> <li>Invitation to Bid.</li> <li>Instructions to Bidders (ITB)</li> <li>Bidding</li> <li>Instructions to Bidders (ITB)</li> <li>Bidding V. Form of Bids</li> <li>Form of Contract</li> <li>Form of Contract</li> <li>Form of Contract (GCC)</li> <li>Format of Securities</li> <li>Description of Services, Performance Specifications &amp; TORs xi. Appendices</li> </ol> </li> <li>7.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.</li> <li>8. Clarification of Biding Documents may notify the Bank in writing at the given addresses (i.e. surface mail) and by one of the means indicated in the BIS. In accordance with provision of Rule 32 of PPR 2004, if a Bidding Documents that it receives no later than seven (07) days prior to the deadline for submission of bids.</li> <li>8. 2. The Bank will organize and Bidders are welcome to attend a pre-bid meeting will be to provide clarity on scope of services and to answer questions that may be raised at this stage, with particular attention to issues related to the Scope of Services/Technical Requirements.</li> </ul>	B. Bidding Documents					
<ul> <li>8. Clarification of Bidding Documents and Pre-bid Meeting</li> <li>8.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Bank in writing at the given addresses (i.e. surface mail or email) and by one of the means indicated in the BDS. In accordance with provision of Rule 32 of PPR 2004, if a Bidder feels that any important provision in the documents will be unacceptable; such an issue should be raised as soon as possible. The Bank will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days prior to the deadline for submission of bids.</li> <li>8.2. The Bank will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to provide clarity on scope of services and to answer questions that may be raised at this stage, with particular attention to</li> </ul>	Bidding	<ul> <li>7.1. The content of the Bidding Documents is listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9: <ol> <li>Invitation to Bid.</li> <li>Instructions to Bidders (ITB)</li> <li>Bid Data Sheet (BDS)</li> <li>Form of Bids</li> <li>Form of Contract</li> <li>Form of Contract</li> <li>General Conditions of Contract (GCC)</li> <li>Special Conditions of Contract (SCC)</li> <li>Format of Securities</li> <li>Description of Services, Performance Specifications &amp; TORs</li> <li>Appendices</li> </ol> </li> <li>7.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</li> <li>7.3. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents</li> </ul>				
	Bidding Documents and	<ul> <li>rejection of its bid.</li> <li>8.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Bank in writing at the given addresses (i.e. surface mail or email) and by one of the means indicated in the BDS. In accordance with provision of Rule 32 of PPR 2004, if a Bidder feels that any important provision in the documents will be unacceptable; such an issue should be raised as soon as possible. The Bank will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days prior to the deadline for submission of bids.</li> <li>8.2. The Bank will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to provide clarity on scope of services and to answer questions that may be raised at this stage, with particular attention to</li> </ul>				

9. Amendment of Bidding Documents	<ul> <li>9.1. At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.</li> <li>9.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Bank. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.</li> <li>9.3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.</li> </ul>	
10. Language of Bid	10.1. 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.	
11. Documents Comprising the Bid	<ul> <li>11.1. The Bid submitted by the Bidder shall comprise the following: <ul> <li>a) The Forms of Bid (in the format indicated in Section III i.e. Forms for Technical Proposal &amp; V Forms for Financial Proposal);</li> <li>b) Bid Security;</li> <li>c) Price Schedule;</li> <li>d) Qualification Information Form and Documents;</li> <li>e) Any other materials / services required to be completed and submitted by bidders, as specified in the BDS.</li> </ul> </li> </ul>	
12. Bid Prices	<ul> <li>12.1. The Contract shall be executed for the Services, as described in the Appendix A &amp; B of the contract.</li> <li>12.2. The Bidder shall fill in rates / prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule.</li> <li>12.3. All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price/rates submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price/rates.</li> <li>12.4. If provided for in the Bid Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.5 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract and of the General Conditions of Contract and of the General Conditions of Contract.</li> </ul>	
13. Currencies of	13.1. Price quoted by the Bidder and the payments to be made by the Bank	
Bid and Payment	will be in Pak Rupees.	
14. Bid Validity	<ul> <li>14.1. Bids shall remain valid for the period specified in the Bid Data Sheet.</li> <li>14.2. In exceptional circumstances, the Bank may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting the Bid Security. A</li> </ul>	

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	bidder agreeing to the request will not be required or permitted to	
	otherwise modify the Bid, but will be required to extend the validity of	
	Bid Security for the period of the extension, and in compliance with ITB Clause 15 in all respects.	
15. Bid Security	15.1. The bid security shall be denominated in the currency of the bid	
15. Dia Security	price/rate:	
	a) at the Bidder's option, be in the form of either demand draft/call	
	deposit or an unconditional bank guarantee from a schedule bank;	
	b) shall be in accordance with one of the forms of bid security included	
	in bidding documents or other form approved by the Bank prior to bid submission;	
	c) be payable promptly upon written demand by the Bank;	
	d) be submitted in its original form; copies will not be accepted;	
	e) remain valid for a period of at least 28 days beyond the original	
	validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause	
	14.2.	
	f) bids submitted with insufficient bid security will be rejected.	
	g) bid security of unsuccessful bidders will be released/ returned after	
	the conclusion of the procurement process, as soon as possible, upon	
	receipt of the authority letter for receiving the instrument.	
	h) the Most Advantageous Bidder's bid security will be released/	
	returned upon the submission of performance guarantee.	
	i) the bid security shall be issued in the name of the bidder submitting	
	the bid and prepared in favor of SBP BSC.	
	15.2. The bid security may be forfeited:	
	i. if a Bidder withdraws its bid during the period of bid validity	
	specified by the Bidder on the Bid Form; or ii. in the case of Most Advantageous Bidder, if the Bidder fails to	
	sign the Contract under <b>ITB Clause 29</b> or fails to provide	
	Performance Guarantee.	
16. Format and	16.1. The Bidder shall prepare one original and at least one copy of the bid	
Signing of Bid	specified in the BDS, clearly marking each one as "ORIGINAL BID" and	
	"COPY NO. 1." In the event of any discrepancy between them, the	
	originally submitted hardcopy shall prevail. 16.2. The original and all copies of the bid, each consisting of the documents	
	listed in <b>ITB Clause 11.1</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 11.1.</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.	
	except for the un-amended printed iterature.	
	16.3. The bid shall contain no interlineations, erasures, or overwriting, except	
	to correct errors made by the Bidder, in which case such corrections	
	shall be initiated by the person or persons signing the bid.	
	D. Submission of Bids	
17. Sealing and Marking of Pide	17.1. The Bidder shall seal the original and each copy of the bid in separate	
Marking of Bids	envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. [number]." The envelopes shall then be sealed in an outer envelope.	
	The inner and outer envelopes shall be addressed to the Bank at the	
	address given in the BDS, and carry the statement "DO NOT OPEN	
	BEFORE [Date & Time of the Bid Submission Deadline]."	

	17.2. In addition to the identification required in <b>Sub-Clause 17.1</b> , the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under <b>ITB Clause 19</b> .		
	17.3. If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.		
18. Deadline for Submission of Bids	18.1. Bids must be received (through an authorized representative or courier/postal service) by the Bank at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.		
	18.2. The Bank may extend the deadline for submission of bids by issuing an amendment <b>under ITB Clause 9</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.		
19. Late Bids	19.1. Any Bid received (through an authorized representative or courier/postal service) by the Bank after the deadline prescribed in <b>ITB Clause 18</b> will be returned unopened to the Bidder.		
20. Modification and Withdrawal of Bids	20.1. The Bidder may modify or withdraw its bid against one or all offices after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under <b>ITB Clause 18</b> .		
	<ul> <li>20.2. No bid can be modified after the deadline for submission of bids.</li> <li>20.3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in forfeiture of bid security of such Bidder.</li> </ul>		
	E. Bid Opening & Evaluation		
21. Bid Opening	<ul> <li>21.1. The Bank will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS.</li> <li>21.2. For in person meeting, the bidders' representatives shall sign an</li> </ul>		
	attendance sheet as proof of their participation.		
22. Process to Be Confidential	22.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Bank		
	to the bidder or to any other person who is not officially concerned with		
	<ul> <li>to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</li> <li>22.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Bank's prior written</li> </ul>		
	<ul> <li>to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</li> <li>22.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Bank's prior written consent.</li> <li>22.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.</li> </ul>		
23. Clarification of Bids	<ul> <li>to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</li> <li>22.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Bank's prior written consent.</li> <li>22.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.</li> <li>23.1. 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.</li> </ul>		
	<ul> <li>to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</li> <li>22.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Bank's prior written consent.</li> <li>22.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.</li> <li>23.1. 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</li> </ul>		
Bids 24. Preliminary	<ul> <li>to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</li> <li>22.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Bank's prior written consent.</li> <li>22.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.</li> <li>23.1. 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.</li> <li>24.1. The Bank will examine the bids to determine whether; <ul> <li>i. they are complete,</li> </ul> </li> </ul>		

	vi. Bidder has provided all forms of Technical Proposal under <b>Section III</b> and relevant documents under <b>Section IV</b> .		
	24.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.		
	24.3. Bids submitted without a signed Bid Form by the authorized nomine of the Bidder will be rejected.		
	24.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.		
	24.5. Bids submitted late will also be rejected.		
25. Correction of Errors	<ul> <li>25.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis: <ol> <li>i. if there is a discrepancy between prices exclusive of tax and the</li> </ol> </li> </ul>		
	total price that is obtained by adding the exclusive of tax price		
	and tax amount, the price exclusive of tax shall prevail, and the		
	total price shall be corrected;		
	•		
	ii. if there is a discrepancy between the amounts in figures and		
	words, the amount in words will prevail.		
	25.2 The amount stated in the Pid will be adjusted by the Pank as per the		
	25.2. 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.		
	F. Award of Contract		
<b>26. Award Criteria</b> 26.1. The contract will be awarded to the successful Bidder whose bi			
	been found technically & commercially compliant, who has offered the		
	lowest evaluated cost, and emerged as the most advantageous bidder. Provided further that the Bidder is determined to perform the contract		
	satisfactorily.		
27. Bank's Right to	27.1. The Bank reserves the right to annul the bidding process and reject all		
Reject all the	bids at any time before award of Contract under <b>Rule 33 of PPR-2004</b> ,		
Bids	without thereby incurring any liability to the affected bidders or any		
	obligation to inform the affected bidders of the grounds for such		
	rejection. The grounds for rejection of all bids shall upon request be		
	communicated, to any bidder who submitted a bid, but the Bank will not		
	be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the bidders		
28. Bank's Right to	of the rejection of all the bids shall be given promptly to all the bidders. 28.1. Bank reserves the right at the time of contract award to increase or		
Vary Scope of	decrease scope of services without any change in unit price or other		
Services at Time			
of Award	provisions of PPR-2004.		
29. Notification of	29.1. Prior to the expiration of the period of bid validity, the Bank will notify		
Award and	the successful Bidder in writing, via registered letter/email, that its bid		
Signing of	has been accepted.		
Agreement	29.2. The notification of award will constitute the formation of the Contract. 29.3. Upon the successful Bidder's furnishing of the performance guarantee		
	pursuant to <b>ITB Clause 31</b> , the Bank will promptly notify each		
	parsuant to IID Gauge 31, the bank will promptly notify tach		

	unsuccessful Bidder and will discharge its bid security, pursuant to <b>ITB</b> <b>Clause 15</b> 29.4. Successful bidder shall sign Contract on stamp paper after paying		
	stamp duty as per applicable stamp duty act and will return to the Client within 15 days.		
30. Disqualification Prior to Contract Signing	30.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous Bidder, if the Bidder has been disqualified pursuant to <b>Rule 18 and Rule 19 of PPR-2004</b>		
	<ul> <li>and Rule 19 of PPR-2004</li> <li>or any other reason has led to the disqualification of the most advantageous Bidder or if the conditions of his qualification are invalid, the next Most Advantageous Bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.</li> <li>30.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous Bidder, an opportunity of being heard should be provided to the Bidder with the Most Advantageous bid, and prior approval of the competent authority of the Bank must also be obtained.</li> </ul>		
31. Performance Guarantee	<ul> <li>31.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the BDS.</li> <li>31.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 21.1 shall constitute sufficient grounds for</li> </ul>		
	<ul> <li>requirements of ITB Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder.</li> <li>31.3. The Performance guarantee may be forfeited if a Bidder: <ol> <li>fails to fulfill all the contractual and legal obligations;</li> <li>fails to agree with the decision made by the Bank as a result of arbitration; or</li> <li>violates any law(s) during execution of Contract.</li> </ol> </li> </ul>		
	iv. fails to start the execution of services or stop providin services without prior approval of the Bank.		
32. Advance Payment and Security	32.1. The Bank will not provide an Advance Payment.		
33. Grievances Redressal	33.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per <b>Rule 48 of PPR-2004.</b> The details of GRC is given on the PPRA website: <u>www.ppra.org.pk.</u>		
34. Code of Conduct	34.1. It is the Bank's policy to require that Bidder shall observe the highest standard of ethics during the procurement and execution of such Contract. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:		
	"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-		
	i. <b>"coercive practices"</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;		

ii. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iii. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; "fraudulent practices" which means any act or omission, iv. 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 "obstructive practices" which means harming or threatening to v. harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;" 34.2. Under Rule 19 of PPR-2004, the Bank can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to Public Procurement Regulatory Authority (PPRA). 34.3. Under **Rule 19 of PPR-2004**, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of Bank management: Nature of Action By the Offense/ **Means of Verification** Committee Fault Corrupt and • Results of Bid/Proposal Blacklisted Fraudulent and crossanalysis resulting in Practices debarred for substantive evidence of the period up collusion. to 10 years. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider. Documented evidence in form of Blacklisted Performance Deficiencies consistent performance and crossdeficiencies and notices of debarred for performance deficiencies not the period up

suitably responded to or

defended by Service Provider.

to 03 years.

		1 1	
Bidder failed to abide the Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross- debarred for the period up to 06 months.	
However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the Bidder who is to be barred and blacklisted.			
an acknow signed by	t for any money paid by the bidders vledgment of payment to the Bidde a duly authorized officer of the Bank ponsible for seeing that a proper rece	er unless such receipt is and the Bidder shall be	
in accorda (Appendix	e 7 of PPR 2004, Bidder undertakes nce with the prescribed format attac J) for all the procurements estima any other limit prescribed by Bank.	ched hereto at Section VI	
objective, hold the B assignmen considerat actual or p interest of effect. Fail	licy requires that selected Bidde and impartial advice, supplies, and a ank's interests' paramount, strictly a ts or their corporate interests ion for future work. Bidders must obtential conflict that impacts their c the Bank, or that may reasonably be ure to disclose said situations may le dder and termination of Contra ent.	services and at all times void conflicts with other and act without any disclose any situation of apacity to serve the best perceived as having this ad to the disqualification	
of their af	mitation on the generality of the for filiates shall be considered to have a e recruited, under any of the circums	a conflict of interest and	
wor and con Con prej affil goo resu	dder that has been engaged by the ks, or services other than consultin any of its affiliates, shall be disq sulting services related to those go versely, bidders providing consu- paration or implementation of a p iates shall be disqualified from s ds or works or services other the alting from or directly related to the fil such preparation or implementation	g services for a project, ualified from providing ods, works, or services. lting services for the project, and any of its subsequently providing han consulting services irm's consulting services	
be e with	dder (including its Personnel) or any engaged for any assignment that, by a another assignment of the Bidder e or another client.	its nature, may conflict	

			rela indi 4.8. Bidders sh Bank. Recu to work fo exists. Wł Personnel from their without pa	<ul> <li>a. the preparation of the spectrum of the selection process for selection process for selection process for selection of the contract unless the contract unless the contract unless the contract authority for the appropriate authority for the bidders is acceptable prime the Bidder nominates a in their bid, such Personnel new from the ir official position</li> </ul>	cifications of the goods, uch assignment, or ract may not be awarded a nflict stemming from this lved in a manner acceptable to
25 0			provided t	to the Bank by the Bidder as pa	rt of the bid.
	t of PPR		5.1. Whenever shall preva		nts the stipulation of PPR-2004
2004				G. Bid Data Sheet	
provision shall prev	s in the	Instruc			ent, supplement or amend the conflict, the provisions herein
ITB Clause#				Description	
(1)	<ul> <li>Procurement Title: Procurement of Cash in Transit (CIT) Services for Transportation of Claim/Defective/Prize Winning/ Forged Prize Bonds and Claim/Defective Banknotes</li> <li>Reference Number: ITB No. GSD (Proc.) / CMD-CIT Services /49971 /2023</li> </ul>				
	The ma	andatory	y eligibility/qu	alification criteria is as follows	3:
		Manda	atory Require	ement	
(27)	Sr.#	Minim	um Eligibility	y/ Qualification Criteria	Means of verification
(2.7) & (3.2 & 3.3)	1.			registered with tax authorities tive Taxpayers List (ATL) of	Copies of NTN /STN/ Registration Certificate/s
	2.		dder must be e ved Security A	enlisted on the PBA Panel of gencies.	Document stating registration with PBA to provide CIT services

	3.	The bidder must have minimum three (03) years of experience of providing cash in transit services to financial institutions in Pakistan	Copies of Contract agreements.			
	4.	The bidder must have valid Clearance/ Registration Certificate from Ministry of Interior and Provincial Home Department/s	Copies of Valid License/ Certificate issued by relevant authorities			
	5.	The bidder must have a nationwide collection and distribution network (head office, branch offices/service centers) fully equipped with reliable & experienced staff and fleet of modern armored vehicles	Provide Complete details on firm's letter head			
	6.	The bidder must have foolproof tracking system for confirmation of delivery/collection of the consignments	Provide details of GPS/ Tracking/ online tracking system			
	7.	The bidder must not have history of any termination and/or backlisting on account of services related issues	Affidavit (as per format given in TECH Form 6- Section III).			
	8.	The bidder should have verifiable presence/ branches offices at all the cities where offices of SBP BSC exist	Provide Complete details on firm/s letter head			
	9.	The bidder must have comprehensive Insurance policy from an Insurance Company having A or AA rating by PACRA	Copy of contract agreement with the Insurance company/insurance policy			
	10.	The bidder should neither have been in the sanctioned list of NACTA (National Counter Terrorism Authority) nor have been blacklisted/debarred by any government/semi- government organization.	Affidavit (as per format given in TECH Form 5- Section III).			
	<ul> <li>The bidder must provide undertaking that it will fulfill/ comply all the requirements mentioned in <b>Appendix A &amp; B</b> "Description of the Services/Performance Specifications and Terms of Reference.</li> <li>A Pre-Bid meeting will be held on <u>September 25,2023 at 11:00 AM</u> via Zoom Application.</li> <li>Zoom Meeting ID &amp; Password are given as:</li> </ul>					
8.2	• Meeting Link: <u>https://us05web.zoom.us/j/85345217096?pwd=bfBfiba23q10zYZaL2bxI3INazDo</u>					
	<ul> <li>Meeting ID: 853 4521 7096</li> <li>Passcode: sbp1234</li> <li>Bidders are encouraged to attend the pre-bid meeting.</li> </ul>					

(12.4)	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.					
(14.1)	The period of Bid validity shall be <b>180 (One Hundred Eighty Days)</b> after the op Bids.	pening of the				
(15)	Bid Security of Rs. 236,000/- must accompany the bid (technical proposal) in favor of SBP BSC (FTN# 9022604-6).Bid security can be submitted in the form of Pay Order / Bank Draft/ Call Deposit/Bank Guarantee drawn in favor of SBP BSC along with Technical Bid/Proposal in sealed envelope. Bid/s found deficient or without bid security will be rejected. Bid security should be prepared in favour of SBP BSC.*In case of Bank Guarantee, the validity of guarantee should be 28 days beyond bid validity period.					
(16)	<ul> <li>The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as "ORIGINAL TECHNICAL PROPOSAL" and "ORIGINAL FINANCIAL PROPOSAL" in bold letters.</li> <li>The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date &amp; Time of the Bid Submission Deadline]. The content of the Technical and Financial Proposal is mentioned in BDS.</li> <li>All participating bidders are required to submit a scanned copy of the submitted Original Technical Proposal Only after the opening of the Financial Proposal at gsd.proc2@sbp.org.pk.</li> </ul>					
	Following should be the contents of the <b><u>Technical Proposal Envelope</u></b> :					
	# Description					
	1. Form-1 of Section III – Authorization Form of Bidder's Representative					
	2. Form-2 of Section III – Technical Proposal Submission Form					
	<ol> <li>Form-3 of Section III – Bid Security Form/Bank Guarantee</li> <li>Form-4 of Section III – Technical Compliance Form</li> </ol>					
	5. Form-5 of Section III – Undertaking					
	6.     Form-6 of Section III – Undertaking (Blacklisting)					
(17.1)						
(17.1)	6. Form-6 of Section III – Undertaking (Blacklisting)					
(17.1)	6. Form-6 of Section III – Undertaking (Blacklisting) Following should be the contents of the <b>Financial Proposal Envelope</b>					
(17.1)	6.       Form-6 of Section III – Undertaking (Blacklisting)         Following should be the contents of the Financial Proposal Envelope         #       Description					

The bids must be submitted no later than: October 06, 2023, 11:00 AM (Karachi Local
Time)
Time)
The Bid submission address is:
Senior Joint Director,
Procurement Division II
General Services Department (GSD)
BSC House, State Bank of Pakistan
I.I. Chundrigar Road, Karachi
Tel: +92-21-3311-5420/5477
<u>gsd.proc2@sbp.org.pk</u>
The Procuring Agency will communicate the opening of the Financial Proposal to the
eligible/qualified bidders after the completion of Technical Evaluation.
An online option of the opening of the Technical Proposals is offered: <u>No</u>
The opening shall take place at:
The opening shan take place at.
Learning & Resource Center/Heritage Meeting Room,
State Bank of Pakistan,
I.I. Chundrigar Road, Karachi
Date & Time of Bid Opening: <u>October 06, 2023 11:30 AM</u> (Karachi Local Time).
The Bidder must furnish Performance Guarantee @ 5% (Five Percent) of the Contract Price
in the shape of either Pay Order/demand draft/call deposit or an unconditional Bank
Guarantee from a Scheduled Bank, or in another form acceptable to the Bank. The Bank
Guarantee must remain valid 28 days beyond the Contract's expiry date.

# Section III: Forms for Technical Proposal

- 1. TECH Form 1- Authorization Form for Bidder's Representative
- 2. TECH Form 2 Technical Proposal Submission Form
- 3. TECH Form 3 Bid Security Form/Bank Guarantee
- 4. TECH Form 4 Technical Compliance Form
- 5. TECH Form 5 Undertaking
- 6. TECH Form-6- Undertaking (Blacklisting)

#### Tech Form 1: Authorization Form for Bidder's Representative

#### (ON SERVICE PROVIDER'S LETTERHEAD)

Date: \_\_\_\_

IFB No:	ITB No. GSD (Proc.) / CMD-CIT Services /49971 /2023		
Title:	Procurement of Cash in Transit (CIT) Services for Transportation of Claim/Defective/Prize Winning/ Forged Prize Bonds and Claim/Defective Banknotes		

We, **M/s <Firm Title>**, incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at **<complete business address>** do hereby nominate **Mr. <Complete Name>**, **<Designation>**, **CNIC# <xxxxx**-**xxxxxx**-**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:

#### (ON SERVICE PROVIDER'S LETTERHEAD)

Date: \_\_\_\_

To:

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

#### Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid. We are submitting our proposal for providing cash in transit services to SBP BSC.

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

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

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 21** of the Instructions to Bidders, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

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

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

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

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

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

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

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

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

#### **TECH Form 3: Bid Security Form/Bank Guarantee**

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

Beneficiary: [insert: Name and Address of Bank]

**Date:** [insert: date]

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

Whereas, M/s ------ (hereinafter called "the Service Provider") has submitted its Bid dated ------ for Procurement of Cash in Transit (CIT) Services for Transportation of Claim/Defective/Prize Winning/ Forged Prize Bonds and Claim/Defective Banknotes (hereinafter called "the Bid").

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

Sealed with the Common Seal of the said Commercial Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

THE CONDITIONS of this obligation are:

#### 1. If the Bidder

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

2. We undertake to pay to the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank states the amount claimed by it is due to it, owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Commercial Bank not later than the above date.

 Name: ......
 in the capacity of .....

 Signed: \_\_\_\_\_\_
 [Signature of the Commercial Bank]

Dated on ...... day of ...... 2023

#### **TECH Form 4: Technical Compliance Form**

#### (ON SERVICE PROVIDER'S LETTERHEAD)

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in <b>Appendix A</b> <b>"Description of the Services."</b>	
2	All the stated Terms and Conditions of the Contract.	

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

#### **General Note**

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

#### **TECH Form 5: Undertaking**

(Over Stamp Paper of Rs. 100)

#### Affidavit for Bidder's Blacklisting Status

#### Dear Sir,

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

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

Date:

(Over Stamp Paper of Rs. 100)

#### Affidavit for Bidder's Blacklisting (due to service Issues) Status

Dear Sir,

I/We hereby confirm and declare that M/s ------, does not have history of any termination and/or backlisting on account of services related issues

Seal & Signature of Firm:		
Date:		

# Section IV: Minimum Eligibility/Qualification Criteria

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

	Mandatory Requirement				
Sr.#	Minimum Eligibility/ Qualification Criteria	Means of verification			
1.	The bidders must be registered with tax authorities and appear on the Active Taxpayers List (ATL) of FBR.	Copies of NTN /STN/ Registration Certificate/s			
2.	The bidder must be enlisted on the PBA Panel of Approved Security Agencies.	Document stating registration with PBA to provide CIT services			
3.	The bidder must have minimum three (03) years of experience of providing cash in transit services to financial institutions in Pakistan	Copies of Contract agreements.			
4.	The bidder must have valid Clearance/ Registration Certificate from Ministry of Interior and Provincial Home Department/s	Copies of Valid License/ Certificate issued by relevant authorities			
5.	The bidder must have a nationwide collection and distribution network (head office, branch offices/service centers) fully equipped with reliable & experienced staff and fleet of modern armored vehicles	Provide Complete details on firm's letter head			
6.	The bidder must have foolproof tracking system for confirmation of delivery/collection of the consignments	Provide details of GPS/ Tracking/ online tracking system			
7.	The bidder must not have history of any termination and/or backlisting on account of services related issues	Affidavit (as per format given in TECH Form 6-Section III).			
8.	The bidder should have verifiable presence/ branches offices at all the cities where offices of SBP BSC exist	Provide Complete details on firm/s letter head			
9.	The bidder must have comprehensive Insurance policy from an Insurance Company having A or AA rating by PACRA	Copy of contract agreement with the Insurance company/insurance policy			
10.	The bidder should neither have been in the sanctioned list of NACTA (National Counter Terrorism Authority) nor have been blacklisted/debarred by any government/semi-government organization.	Affidavit (as per format given in TECH Form 5-Section III).			

- 1. Financial Proposals of only the technically qualified bidders will be opened and the bid(s) found to be the most advantageous shall be accepted.
- 2. The Most Advantageous Bidder will be determined based on *Lowest Aggregate Weighted Score.*

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

Section V: Forms for Financial Proposal

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

#### Fin. Form 1: Financial Proposal Submission Form (ON SERVICE PROVIDER'S LETTERHEAD)

3. Date:

To:

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

#### **Dear Sir:**

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

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

If our Bid is accepted for providing cash in transit services at SBP BSC. we will obtain the guarantee of a bank in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the SBP Banking Services Corporation.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 21** of the Instructions to Bidders, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

[Seal & signature] [in the capacity of]

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

#### Fin. Form 2: Price Schedule

(Forms Fin. 1 - Letter of Financial Proposal AND Relevant Form Fin. 2 must be Submitted Separately in a Sealed Envelope)

#### PRICE SCHEDULE FOR FIRST YEAR (Y1)

#### Between SBP BSC Offices and PSPC Karachi:

	Table 1						
#	From	To (SBP BSC Office)	Base Charge upto One Million (Rs.) (Inclusive of Taxes)	Surcharge per Ten Thousand above One Million (Rs.) (Inclusive of Taxes)	%age Weightage	(A1/1000+B1)*C1	
			A1	B1	C1	D1	
1		HOK/ Karachi or vice versa			33%		
2		North Nazimabad or vice versa					
3		Hyderabad or vice versa			6%		
4		Sukkur or vice versa			4%		
5		Quetta or vice versa			5%		
6		Bahawalpur or vice versa			1%		
7	Pakistan	Multan or vice versa			5%		
8	Security Printing	Dera Ismail Khan or vice versa			1%		
9	Corporation (PSPC) Karachi	Gujranwala or vice versa			1%		
10	Karachi	Faisalabad or vice versa			6%		
11		Lahore or vice versa			12%		
12		Sialkot or vice versa			1%		
13		Islamabad/ Rawalpindi or vice versa			17%		
14		Peshawar or vice versa			7%		
15		Muzaffarabad or vice versa			1%		
					SUM (E1)		
	99% Weightage of Table 1 (F1) E1*0.99						

Among SBP BSC Offices:

Table 2

#	From (SBP BSC Office)	To (SBP BSC Office)	Base Charge upto One Million (Rs.) (Inclusive of Taxes)	Surcharge per Ten Thousand above One Million (Rs.) (Inclusive of Taxes)
		Hadavahad anadar arawa	A2	B2
1		Hyderabad or vice versa		
2		Sukkur or vice versa		
3		Quetta or vice versa		
4		Faisalabad or vice versa		
5		Multan or vice versa		
6		Bahawalpur or vice versa		
7	HOK/ Karachi/	Sialkot or vice versa		
8	North Nazimabad	Gujranwala or vice versa		
9		Rawalpindi or vice versa		
10		Islamabad or vice versa		
11		Dera Ismail Khan or vice versa		
12		Peshawar or vice versa		
13		Muzaffarabad or vice versa		
14		Lahore or vice versa		
15		Sukkur or vice versa		
16		Quetta or vice versa		
17		Faisalabad or vice versa		
18		Multan or vice versa		
19		Bahawalpur or vice versa		
20		Sialkot or vice versa		
21	Hyderabad	Gujranwala or vice versa		
22		Rawalpindi or vice versa		
23		Islamabad or vice versa		
24		Dera Ismail Khan or vice versa		
25		Peshawar or vice versa		
26		Muzaffarabad or vice versa		
27		Lahore or vice versa		
28		Quetta or vice versa		
29		Faisalabad or vice versa		
30		Multan or vice versa		
31	•	Bahawalpur or vice versa		
32	1	Sialkot or vice versa		
33	1	Gujranwala or vice versa		
34	Sukkur	Rawalpindi or vice versa		
35	1	Islamabad or vice versa		
36	4	Dera Ismail Khan or vice versa		
37	4	Peshawar or vice versa		
38	-	Muzaffarabad or vice versa		
39		Lahore or vice versa		
40		Faisalabad or vice versa		
40		Multan or vice versa		
41	Quetta	Bahawalpur or vice versa		
42	Queila	Sialkot or vice versa		
43 44	•	Gujranwala or vice versa		
44				Page <b>28</b> of <b>66</b>

45		Rawalpindi or vice versa	
46		Islamabad or vice versa	
47		Dera Ismail Khan or vice versa	
48		Peshawar or vice versa	
49		Muzaffarabad or vice versa	
50		Lahore or vice versa	
51		Faisalabad or vice versa	
52		Multan or vice versa	
52		Bahawalpur or vice versa	
		Sialkot or vice versa	
54		Gujranwala or vice versa	
55	Lahore	Rawalpindi or vice versa	
56		Islamabad or vice versa	
57		Dera Ismail Khan or vice versa	
58			
59		Peshawar or vice versa	
60		Muzaffarabad or vice versa	
61		Multan or vice versa	
62		Bahawalpur or vice versa	
63		Sialkot or vice versa	
64		Gujranwala or vice versa	
65	Faisalabad	Rawalpindi or vice versa	
66		Islamabad or vice versa	
67		Dera Ismail Khan or vice versa	
68		Peshawar or vice versa	
69		Muzaffarabad or vice versa	
70		Bahawalpur or vice versa	
71		Sialkot or vice versa	
72		Gujranwala or vice versa	
73	Multan	Rawalpindi or vice versa	
74	Multall	Islamabad or vice versa	
75		Dera Ismail Khan or vice versa	
76		Peshawar or vice versa	
77		Muzaffarabad or vice versa	
78		Sialkot or vice versa	
79		Gujranwala or vice versa	
80	1	Rawalpindi or vice versa	
81	Bahawalpur	Islamabad or vice versa	
82		Dera Ismail Khan or vice versa	
83		Peshawar or vice versa	
84		Muzaffarabad or vice versa	
85		Gujranwala or vice versa	
86	1	Rawalpindi or vice versa	
87		Islamabad or vice versa	
88	Sialkot	Dera Ismail Khan or vice versa	
89	1	Peshawar or vice versa	
90		Muzaffarabad or vice versa	
91		Rawalpindi or vice versa	
92	Gujranwala	Islamabad or vice versa	
93	Sujiunwaia	Dera Ismail Khan or vice versa	
75	1	2 era ioman iman or vice versa	

94		Peshawar or vice versa			
95		Muzaffarabad or vice versa			
96		Islamabad or vice versa			
97	Darmalaria di	Dera Ismail Khan or vice versa			
98	Rawalpindi	Peshawar or vice versa			
99		Muzaffarabad or vice versa			
100		Dera Ismail Khan or vice versa			
101	Islamabad	Peshawar or vice versa			
102		Muzaffarabad or vice versa			
103	Dava Jamail Khan	Peshawar or vice versa			
104	Dera Ismail Khan	Muzaffarabad or vice versa			
105	Peshawar	Muzaffarabad or vice versa			
		C2=Sum of A2/105	D2=Sum B2/105	of	
		F2 = (C2/1000+D2)*	<sup>•</sup> 1%		

# PRICE SCHEDULE FOR SECOND YEAR (Y2)

### Between SBP BSC Offices and PSPC Karachi:

	Table 1					
#	From	To (SBP BSC Office)	Base Charge upto One Million (Rs.) (Inclusive of Taxes)	Surcharge per Ten Thousand above One Million (Rs.) (Inclusive of Taxes)	%age Weightage	(A1/1000+B1)*C1
			A1	B1	C1	D1
16		HOK/ Karachi or vice versa			33%	
17		North Nazimabad or vice versa				
18		Hyderabad or vice versa			6%	
19		Sukkur or vice versa			4%	
20	Pakistan	Quetta or vice versa			5%	
21	Security Printing	Bahawalpur or vice versa			1%	
22	Corporation (PSPC)	Multan or vice versa			5%	
23	Karachi	Dera Ismail Khan or vice versa			1%	
24		Gujranwala or vice versa			1%	
25		Faisalabad or vice versa			6%	
26		Lahore or vice versa			12%	
27		Sialkot or vice versa			1%	

28	Islamabad/ Rawalpindi or vice versa	17%	
29	Peshawar or vice versa	7%	
30	Muzaffarabad or vice versa	1%	
		SUM (E1)	
99% Weightage of Table 1 (F1)			E1*0.99

# Among SBP BSC Offices:

	Table 2				
#	From (SBP BSC Office)	To (SBP BSC Office)	Base Charge upto One Million (Rs.) (Inclusive of Taxes)	Surcharge per Ten Thousand above One Million (Rs.) (Inclusive of Taxes)	
			A2	B2	
106		Hyderabad or vice versa			
107		Sukkur or vice versa			
108		Quetta or vice versa			
109		Faisalabad or vice versa			
110		Multan or vice versa			
111		Bahawalpur or vice versa			
112	HOK/ Karachi/	Sialkot or vice versa			
113	North Nazimabad	Gujranwala or vice versa			
114		Rawalpindi or vice versa			
115		Islamabad or vice versa			
116		Dera Ismail Khan or vice versa			
117		Peshawar or vice versa			
118		Muzaffarabad or vice versa			
119		Lahore or vice versa			
120		Sukkur or vice versa			
121		Quetta or vice versa			
122		Faisalabad or vice versa			
123		Multan or vice versa			
124		Bahawalpur or vice versa			
125		Sialkot or vice versa			
126	Hyderabad	Gujranwala or vice versa			
127	-	Rawalpindi or vice versa			
128		Islamabad or vice versa			
129		Dera Ismail Khan or vice versa			
130		Peshawar or vice versa			
131		Muzaffarabad or vice versa			
132		Lahore or vice versa			
133		Quetta or vice versa			
134		Faisalabad or vice versa			
135	Sukkur	Multan or vice versa			
136	-	Bahawalpur or vice versa			
137		Sialkot or vice versa			

138		Gujranwala or vice versa	
130		Rawalpindi or vice versa	
140		Islamabad or vice versa	
140		Dera Ismail Khan or vice versa	
141		Peshawar or vice versa	
142		Muzaffarabad or vice versa	
		Lahore or vice versa	
144		Faisalabad or vice versa	
145 146		Multan or vice versa	
		Bahawalpur or vice versa	
147		Sialkot or vice versa	
148		Gujranwala or vice versa	
149	0 11		
150	Quetta	Rawalpindi or vice versa Islamabad or vice versa	
151		Dera Ismail Khan or vice versa	
152			
153		Peshawar or vice versa	
154		Muzaffarabad or vice versa	
155		Lahore or vice versa	
156		Faisalabad or vice versa	
157		Multan or vice versa	
158		Bahawalpur or vice versa	
159		Sialkot or vice versa	
160	Lahore	Gujranwala or vice versa	
161		Rawalpindi or vice versa	
162		Islamabad or vice versa	
163		Dera Ismail Khan or vice versa	
164		Peshawar or vice versa	
165		Muzaffarabad or vice versa	
166		Multan or vice versa	
167		Bahawalpur or vice versa	
168		Sialkot or vice versa	
169		Gujranwala or vice versa	
170	Faisalabad	Rawalpindi or vice versa	
171		Islamabad or vice versa	
172		Dera Ismail Khan or vice versa	
173		Peshawar or vice versa	
174		Muzaffarabad or vice versa	
175		Bahawalpur or vice versa	
176		Sialkot or vice versa	
177		Gujranwala or vice versa	
178	Multan	Rawalpindi or vice versa	
179	munail	Islamabad or vice versa	
180		Dera Ismail Khan or vice versa	
181		Peshawar or vice versa	
182		Muzaffarabad or vice versa	
183		Sialkot or vice versa	
184	Daharri	Gujranwala or vice versa	
	Bahawalpur	Rawalpindi or vice versa	
185		-	

187		Dera Ismail Khan or vice versa			
188		Peshawar or vice versa			
189		Muzaffarabad or vice versa			
190		Gujranwala or vice versa			
191		Rawalpindi or vice versa			
192	Sialkot	Islamabad or vice versa			
193	Slaikot	Dera Ismail Khan or vice versa			
194		Peshawar or vice versa			
195		Muzaffarabad or vice versa			
196		Rawalpindi or vice versa			
197		Islamabad or vice versa			
198	Gujranwala	Dera Ismail Khan or vice versa			
199		Peshawar or vice versa			
200		Muzaffarabad or vice versa			
201		Islamabad or vice versa			
202	Davvalnindi	Dera Ismail Khan or vice versa			
203	Rawalpindi	Peshawar or vice versa			
204		Muzaffarabad or vice versa			
205		Dera Ismail Khan or vice versa			
206	Islamabad	Peshawar or vice versa			
207		Muzaffarabad or vice versa			
208	Dera Ismail Khan	Peshawar or vice versa			
209	Dera Isman Khan	Muzaffarabad or vice versa			
210	Peshawar	Muzaffarabad or vice versa			
		Average	C2=Sum of A2/105	D2=Sum B2/105	of
		1% Weightage of Table 2 (F2)	F2 = (C2/1000+D2)*	<sup>•</sup> 1%	

# PRICE SCHEDULE FOR THIRD YEAR (Y3)

# Between SBP BSC Offices and PSPC Karachi:

	Table 1					
#	From	To (SBP BSC Office)	Base Charge upto One Million (Rs.) (Inclusive of Taxes)	Surcharge per Ten Thousand above One Million (Rs.) (Inclusive of Taxes)	%age Weightage	(A1/1000+B1)*C1
			A1	B1	C1	D1
31		HOK/ Karachi or vice versa			33%	
32	Pakistan Security	North Nazimabad or vice versa				
33	Printing Corporation	Hyderabad or vice versa			6%	
34	(PSPC) Karachi	Sukkur or vice versa			4%	
35		Quetta or vice versa			5%	

36	Bahawalpur or vice versa	1%	
37	Multan or vice versa	5%	
38	Dera Ismail Khan or vice versa	1%	
39	Gujranwala or vice versa	1%	
40	Faisalabad or vice versa	6%	
41	Lahore or vice versa	12%	
42	Sialkot or vice versa	1%	
43	Islamabad/ Rawalpindi or vice versa	17%	
44	Peshawar or vice versa	7%	
45	Muzaffarabad or vice versa	1%	
	· · · · ·	SUM (E1)	
	99%	Weightage of Table 1 (F1)	E1*0.99

## Among SBP BSC Offices:

	Table 2					
#	From (SBP BSC Office)	To (SBP BSC Office)	Base Charge upto One Million (Rs.) (Inclusive of Taxes)	Surcharge per Ten Thousand above One Million (Rs.) (Inclusive of Taxes)		
			A2	B2		
211		Hyderabad or vice versa				
212		Sukkur or vice versa				
213		Quetta or vice versa				
214		Faisalabad or vice versa				
215		Multan or vice versa				
216		Bahawalpur or vice versa				
217	HOK/ Karachi/	Sialkot or vice versa				
218	North Nazimabad	Gujranwala or vice versa				
219		Rawalpindi or vice versa				
220		Islamabad or vice versa				
221		Dera Ismail Khan or vice versa				
222		Peshawar or vice versa				
223		Muzaffarabad or vice versa				
224		Lahore or vice versa				
225		Sukkur or vice versa				
226		Quetta or vice versa				
227		Faisalabad or vice versa				
228	Hyderabad	Multan or vice versa				
229		Bahawalpur or vice versa				
230		Sialkot or vice versa				
231		Gujranwala or vice versa				

232		Rawalpindi or vice versa	
232		Islamabad or vice versa	
233		Dera Ismail Khan or vice versa	
234		Peshawar or vice versa	
235		Muzaffarabad or vice versa	
230		Lahore or vice versa	
		Quetta or vice versa	
238		Faisalabad or vice versa	
239		Multan or vice versa	
240		Bahawalpur or vice versa	
241 242		Sialkot or vice versa	
		Gujranwala or vice versa	
243	Sukkur	Rawalpindi or vice versa	
244		Islamabad or vice versa	
245		Dera Ismail Khan or vice versa	
246			
247		Peshawar or vice versa Muzaffarabad or vice versa	
248			
249		Lahore or vice versa	
250		Faisalabad or vice versa	
251		Multan or vice versa	
252		Bahawalpur or vice versa	
253		Sialkot or vice versa	
254		Gujranwala or vice versa	
255	Quetta	Rawalpindi or vice versa	
256		Islamabad or vice versa	
257		Dera Ismail Khan or vice versa	
258		Peshawar or vice versa	
259		Muzaffarabad or vice versa	
260		Lahore or vice versa	
261		Faisalabad or vice versa	
262		Multan or vice versa	
263		Bahawalpur or vice versa	
264		Sialkot or vice versa	
265	Lahore	Gujranwala or vice versa	
266		Rawalpindi or vice versa	
267		Islamabad or vice versa	
268		Dera Ismail Khan or vice versa	
269		Peshawar or vice versa	
270		Muzaffarabad or vice versa	
271		Multan or vice versa	
272		Bahawalpur or vice versa	
273		Sialkot or vice versa	
274		Gujranwala or vice versa	
275	Faisalabad	Rawalpindi or vice versa	
276		Islamabad or vice versa	
277		Dera Ismail Khan or vice versa	
278		Peshawar or vice versa	
279		Muzaffarabad or vice versa	
280	Multan	Bahawalpur or vice versa	

281		Sialkot or vice versa		
282		Gujranwala or vice versa		
283		Rawalpindi or vice versa		
284		Islamabad or vice versa		
285		Dera Ismail Khan or vice versa		
286		Peshawar or vice versa		
287		Muzaffarabad or vice versa		
288		Sialkot or vice versa		
289		Gujranwala or vice versa		
290		Rawalpindi or vice versa		
291	Bahawalpur	Islamabad or vice versa		
292	-	Dera Ismail Khan or vice versa		
293		Peshawar or vice versa		
294		Muzaffarabad or vice versa		
295		Gujranwala or vice versa		
296		Rawalpindi or vice versa		
297		Islamabad or vice versa		
298	Sialkot	Dera Ismail Khan or vice versa		
299		Peshawar or vice versa		
300		Muzaffarabad or vice versa		
301		Rawalpindi or vice versa		
302		Islamabad or vice versa		
303	Gujranwala	Dera Ismail Khan or vice versa		
304		Peshawar or vice versa		
305		Muzaffarabad or vice versa		
306		Islamabad or vice versa		
307	Douvolnindi	Dera Ismail Khan or vice versa		
308	Rawalpindi	Peshawar or vice versa		
309		Muzaffarabad or vice versa		
310		Dera Ismail Khan or vice versa		
311	Islamabad	Peshawar or vice versa		
312		Muzaffarabad or vice versa		
313	Dera Ismail Khan	Peshawar or vice versa		
314		Muzaffarabad or vice versa		
315	Peshawar	Muzaffarabad or vice versa		
		Average	C2=Sum of A2/105	D2=Sum of B2/105
		1% Weightage of Table 2 (F2)	F2 = (C2/1000+D2)*	<sup>•</sup> 1%

Formula for Calculation of Most Advantageous Bid:

#### Most Advantageous Bid\* = (F1 + F2) for Y1+(F1 + F2) for Y2+(F1 + F2) for Y3

\*Most Advantageous Bid will be the one with lowest score of (F1 + F2) collectively for all three years.

# Important Note: i. Bidder having Lowest Aggregate Weighted Score for all three years

- based on the above calculation shall be considered as the most advantageous. *All Rates are in Pak Rupees (PKR) and shall be inclusive of Indirect Taxes*
  - (e.g. Provincial Sales Tax).
*iii.* The quoted rates should assume only one-way trip between two points.

### Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

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

### **Section VI: Form of Contract**

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

# **CONTRACT FOR SERVICES**



# Procurement of Cash in Transit (CIT) Services for Transportation of Claim/Defective/Prize Winning/ Forged Prize Bonds and Claim/Defective Banknotes

Between

SBP Banking Services Corporation

and

Most Advantageous Bidder

**DD-MM-YYYY** 

Page 38 of 66

### **Form of Contract**

This CONTRACT (hereinafter called the "Contract") is made the **[number]** day of the month of **[month]**, **[year]**, between, **SBP Banking Services Corporation** (hereinafter referred to as the "Client" which expression shall, wherever the context so permits, include its successors in interest and assigns) through \_\_\_\_\_\_ who is duly authorized in this behalf, of the First Part) having its office at State Bank of Pakistan , BSC house 4th Floor, , I.I Chundrigarh Road, Karachi

AND

*[name of service provider]* incorporated/registered under the applicable laws in Pakistan, having its principal office at \_\_\_\_\_\_. (hereinafter referred to as the "service provider" which expression shall, wherever the context so permits, include its successors in interest and assigns) through \_\_\_\_\_\_ who is duly authorized in this behalf of the other Part).

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

WHEREAS,

- (a) the Client has requested the services provider to provide certain services as defined in **Appendix 'A & B'** of in this Contract (hereinafter called the "Services");
- (b) the service provider, having represented to the Client that it has the required experience and expertise, and agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW, THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of the Contract;
  - (c) Appendices:
    - i. Appendix A&B: Description of the Services, Performance Specifications & Terms of Reference
    - ii. Appendix C: Services and Facilities Provided by the Client
    - iii. Appendix D: Key Personnel Names
    - iv. Appendix E: Breakdown of the Contract Price
    - v. Appendix F: Schedule of Payments
    - vi. Appendix G: Service Provider's Bid
    - vii. Appendix H: Notification of Award
    - viii. Appendix I: Letter of Acceptance
    - ix. Appendix J: *Performance Guarantee*
    - x. Appendix K: Integrity Pact
    - xi. Appendix L: Non-Disclosure Agreement
    - xii. Appendix M: Beneficial Ownership Information

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

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

- (b) The Client shall make payments to the service provider in accordance with the provisions of the Contract.
- 3. The Service provider shall provide the Services during the period commencing or any other period as may be subsequently agreed by the parties in writing.

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

For and on behalf of the SBP Banking Services Corporation [Authorized Representative] (Name, Designation, Official Stamp and signature)	For and on behalf of the Most Advantageous Bidder [Authorized Representative] (Name, Designation, Official Stamp and signature)
Witness 1 Name:	Witness 1 Name:
CNIC# Signature:	CNIC# Signature:
Witness 2	Witness 2
Name:	Name:
CNIC#	CNIC#
Signature:	Signature:

## General Conditions of Contract (GCC)

	A. General Provisions						
1. Definitions	Unless the context otherwise requires, the following terms whenever						
	used in this Contract have the following meanings: (a) <b>"Applicable Law"</b> means the laws and any other						
	instruments having the force of law in the Islamic Republic						
	of Pakistan.						
	(b) "Client" means SBP Banking Services Corporation.						
	(c) <b>"Contract</b> " means the legally binding written agreement						
	signed between the Client and the service provider and						
	which includes all the attached documents listed in its						
	paragraph 1 of the Form of Contract (the General Conditions						
	(GCC), the Special Conditions (SCC), and the Appendices).						
	<ul> <li>(d) "Day" means a calendar day unless indicated otherwise.</li> <li>(e) "Effective Date" means the date on which this Contract</li> </ul>						
	comes into force and effect pursuant to Clause GCC 10.						
	(f) <b>"Experts"</b> means Staff of the Contractor						
	(g) <b>"Government</b> " means the Government of Pakistan.						
	(h) <b>"Key Personnel"</b> means key Staff of the service provider						
	mentioned in Appendix D who will officially coordinate with						
	Client.						
	(i) <b>"Local Currency"</b> means the currency of Islamic Republic						
	<ul><li>of Pakistan.</li><li>(j) "Party" means the Client or the service provider, as the</li></ul>						
	case may be, and "Parties" means both of them.						
	(k) <b>SCC</b> " means the Special Conditions of Contract by which the						
	GCC may be amended or supplemented but not over-						
	written.						
	(l) <b>"Services"</b> means the work to be performed by the service						
	provider pursuant to this Contract, as described in						
	Appendix A & B hereto. (m) <b>"Service Provider"</b> means "Name of Service Provider".						
2. Relationship	2.1 Nothing contained herein shall be construed as establishing a						
between the	relationship of master and servant or of principal and agent as						
Parties	between the Client and the service provider. The service						
	provider, subject to this Contract, has complete expertise and						
	experience for performing the Services and shall be fully						
	responsible for the Services performed by them or on their behalf						
	hereunder. 2.2 The parties agree that this contract creates an independent						
	Service Provider relationship, not an employment relationship.						
	The Service Provider acknowledges and agrees that the Client will						
	not provide the Service Provider or the Service Provider's						
	employee(s) any fringe benefits or for the reimbursement of any						
	expenses, including without limitation any medical or pension						
	payments, and that income tax / withholding tax is Service						
	Provider's responsibility.						
	2.3 The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to						
	which each of The Service Provider employee (s) is entitled under						
	his/her contract with The Service Provider. All claims made by						
	the Service Provider's employee (s) shall be dealt with exclusively						
	by the Service Provider. None of the Service Provider's employee						
	(s) shall be entitled to seek employment with the Client merely on						
	the ground that he/she had been engaged by the Service Provider during the topure of this Contract or was engaged by the Service						
	during the tenure of this Contract or was engaged by the Service Page <b>41</b> of <b>66</b>						

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

	or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA. 8.2 Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management:				
	Nature of Offense/ Fault	Means of Verification	Proposed Action under Rule 19		
	Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Permanent blacklisting.		
	Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)		
	Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.		
	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.	Blacklisting for 1- 2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.		
B. Commence	ement, Complet	ion, Modification and Terminat	tion of Contract		
9. Effectiveness of	9.1. This Contr	act shall come into force and ef			
Contract 10. Termination of Contract for Failure to Become Effective	<ul> <li>"Effective Date") as mentioned in the SCC.</li> <li>10.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC. The client shall consider termination of contract besides forfeiture of performance guarantee except the conditions specified under GCC 15 including temporary/permanent debarment if considered necessary.</li> </ul>				
11.Commencement	11.1. The servi	ce provider shall commence the S			
of Services 12.Expiration of Contract	<ul> <li>the number of days after the Effective Date specified in the SCC.</li> <li>12.1. Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</li> </ul>				
13.Entire Agreement	13.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.				
14. Modifications or Variations	14.1. Modificat including Contract between	ion of the terms and conditio any modification of the scope o Price, may only be made by the Parties in compliance with PP	f the Services or the written agreement		
<b>15.Force Majeure</b>	<b>15.1.</b> <u>Definition</u> For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party, and				

	which makes a Party's performance of its obligations under					
	the Contract impossible or to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party may terminate this Contract as per <b>clause 2.6</b> of the Contract because of Force Majeure.					
	15.2. No Breach of Contract					
	<ul> <li>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;</li> <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</li> </ul>					
	about the occurrence of such an event.					
	<b>15.3.</b> <u>Extension of Time</u> 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.					
16.Suspension	<ul><li>16.1. The Client may, by written notice of suspension to the service provider, suspend all the payments to the service provider hereunder if the service provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension <ul><li>i. shall specify the nature of the failure, and</li><li>ii. shall request the service provider to remedy such failure</li></ul></li></ul>					
	within a period not exceeding thirty (30) calendar days after receipt by the service provider of such notice of suspension.					
17.Termination	17.1. This Contract may be terminated by either Party as per provisions set up below:					
	(a) By the Client					
	<ul> <li>17.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the service provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f): <ul> <li>a. If the service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;</li> <li>b. If the service provider becomes (or, if the service provider or any of its members becomes) insolvent or bankrupt or enter into any agreements with their</li> </ul> </li> </ul>					

<ul> <li>creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>c. If the service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 35;</li> <li>d. If as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>f. If the service provider fails to confirm availability of Key Personnel as required in Clause GCC 24.</li> <li>17.1.2. Furthermore, if the Client determines that the service provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen-(14) calendar days written notice to the service provider, terminate the service provider's employment under the Contract.</li> </ul>
(b) By the service provider
<ul> <li>17.1.3. The service provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</li> <li>a. If the Client fails to pay any money due to the service provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 35 within forty-five (45) calendar days after receiving written notice from the service provider that such payment is overdue.</li> <li>b. If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</li> <li>c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 35.</li> <li>d. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the service provider may have subsequently approved in writing) following the receipt by the Client of the service provider's notice specifying such breach.</li> </ul>
(c) Cessation of Rights and Obligations
17.1.4. Upon termination of this Contract pursuant to Clauses GCC 10 or GCC 17 hereof, or upon expiration of this Contract pursuant to Clause GCC 12, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 20, (iii) the service provider's obligation to permit inspection, copying and auditing of their accounts and records set

	forth in Clause GCC 24, and (iv) any right which a Party					
	may have under the Applicable Law.					
	(d) Cessation of Services					
	17.1.5. Upon termination of this Contract by notice of either					
	Party to the other pursuant to Clauses GCC 18 (a) or GCC					
	18 (b), the service provider shall, immediately upon					
	dispatch or receipt of such notice, take all necessary					
	steps to bring the Services to a close in a prompt and					
	orderly manner and shall make every reasonable effort					
	to keep expenditures for this purpose to a minimum.					
	(e) Payment upon Termination					
	17.1.6. Upon termination of this Contract, the Client shall make					
	the following payments to the service provider:					
	a. payment for Services satisfactorily performed prior to					
	the effective date of termination; and					
	b. in the case of termination pursuant to paragraphs (d)					
	and (e) of Clause GCC 17.1.1, reimbursement of any					
	reasonable cost incidental to the prompt and orderly					
	termination of this Contract, including the cost of the					
	return travel of the Experts.					
	C. Obligations of the Service Provider					
18.General	(a) Standard of Performance					
10.0eneral	18.1. The service provider shall perform the Services and carry out					
	the Services with all due diligence, efficiency and economy, in					
	accordance with generally accepted professional standards and					
	practices, and shall observe sound management practices, and					
	employ appropriate technology and safe and effective					
	equipment, machinery, materials and methods. The service					
	provider shall always act, in respect of any matter relating to					
	this Contract or to the Services, as a faithful adviser to the Client,					
	and shall at all times support and safeguard the Client's					
	legitimate interests in any dealings with the third parties.					
	18.2. The service provider shall employ and provide such qualified					
	and experienced Experts and Sub- service provider as are					
	required to carry out the Services.					
	(b) Law Applicable to Services					
	18.3. The service provider shall perform the Services in accordance					
	with the Contract and the Applicable Law and shall take all					
	practicable steps to ensure that any of its Experts and Sub-					
	service provider, comply with the Applicable Law.					
19.Conflict of	19.1. The service provider shall hold the Client's interests paramount,					
Interests	without any consideration for future work, and strictly avoid					
	conflict with other assignments or their own corporate					
	interests.					
	(a) Prohibition of Conflicting Activities					
	19.1.1. The service provider shall not engage, and shall cause its					
	Experts not to engage, either directly or indirectly, in any					
	business or professional activities that would conflict					
	with the activities assigned to them under this Contract.					
	(b) Strict Duty to Disclose Conflicting Activities					
	19.1.2. The service provider has an obligation and shall ensure					
	that its Experts shall have an obligation to disclose any					
	situation of actual or potential conflict that impacts their					
	capacity to serve the best interest of their Client, or that					
	may reasonably be perceived as having this effect.					
	Failure to disclose said situations may lead to the					
	capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect.					

	disquelification of the courses provider on the					
	disqualification of the service provider or the termination of its Contract.					
20.Confidentiality	20.1. Information relating to evaluation of bids and recommendations					
20. Connuentianty	concerning to award of the Contract shall not be disclosed by the					
	Bank to the bidder or to any other person who is not officially					
	concerned with the process, until the announcement of the					
	result of evaluation.					
	20.2. The Bidder shall not disclose or attempt to make public any					
	information relating to the bidding documents, bidding process					
	and award of the Contract to any person or entity without the					
	Bank's prior written consent. 20.3. In case of any disclosure related to the bidding process and					
	contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.					
21 Lighility of the	21.1. Subject to additional provisions, if any, set forth in the SCC, the					
21. Liability of the service provider	service provider liability under this Contract shall be provided					
service provider	by the Applicable Law.					
22.Reporting	22.1. The service provider shall submit to the Client any and all such					
Obligations	reports pertaining to the services directly or indirectly if and					
	when required by the Client.					
	22.2. There will be no employer employee relationship with the Client					
	to any of the employees of the service provider.					
23.Proprietary	23.1. The service provider will not share any details or information					
Rights of the	with anyone except after prior permission of the Client.					
Client in Reports						
and Records						
24 Decemination of	D. Service Provider's personnel					
24. Description of Key Personnel	24.1. Key personnel Means, the Staff of the service provider who will officially coordinate with Client as enlisted at <b>Appendix D</b> .					
25.Replacement of	25.1. Any replacement in key personnel at clause 24 will be					
Key personnel	communicated in writing to the designated official of the Client,					
ney personner	who will communicate the same to all concerned quarters.					
26.Removal of	26.1. Any removal in key personnel at clause 24 will be					
Experts or Sub-	communicated in writing to designated official of the Client,					
contractors	however total strength in this regard cannot be less than 2.					
	E. Obligations of the Client					
27.Assistance	27.1. No assistance regarding exemption will be provided by the					
	Client.					
28.Payment	28.1. In consideration of the Services performed by the service					
Obligation	provider under this Contract, respective BSC Offices shall make					
	such payments to the service provider for transportation and					
	labor services specified in Appendix A & B and in such manner					
	as is provided by GCC F below.					
20.6	F. Payments to the Service Provider					
29.Contract Price	29.1. The Contract rates are fixed and is set forth in the Appendix E.					
30. Taxes and Duties	30.1. The service provider is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise					
	in the SCC.					
31.Currency of	31.1. Any payment under this Contract shall be made in the Pak					
Payment	Rupees.					
32. Mode of Billing	32.1. The total payments under this Contract shall not exceed the					
and Payment	Contract price set forth in Clause GCC 29.1.					
	32.2. The payments will be made according to the payment schedule					
	stated in the SCC.					

33.Good Faith	<ul> <li>32.2.1. The Client shall pay the service provider within thirty (30) days after the receipt by the Client of the services/ deliverable(s) and the cover invoice for the related lump-sum payment. The payment can be withheld if the Client does not approve the services/ deliverable(s) as satisfactory in which case the Client shall provide comments to the service provider within the same thirty (30) days period. The service provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</li> <li><b>G. Fairness and Good Faith</b></li> <li>33.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</li> </ul>
	H. Settlement of Disputes
34.Amicable Settlement	34.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
	34.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 35 shall apply.
35.Dispute Resolution	<ul> <li>35.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably will be resolved through Mediation. Both the parties will engage a mediator to help them resolve the dispute by clarifying the issues, facilitating the negotiation of key points to reach an amicable settlement</li> <li>35.2. Any dispute between the Parties arising under or related to this Contract that cannot be settled through mediation may be referred to by either Party to the adjudication/arbitration in accordance with the Pakistan Arbitration Act, 1940.</li> </ul>
36.Liquidated Damages	36.1. The service provider shall pay liquidated damages to the Client at the rate stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities
37.Performance Guarantee	37.1. The service provider shall provide the Performance Guarantee to the Client not later than 21 days from the date of notification of award. The Performance Guarantee shall be issued in an amount and form and by a bank acceptable to the Client, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days after the Completion Date of the Contract.

### **Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract				
1.1(a) and 3.1	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.				
4.1	The language is <u>English or Urdu.</u>				
6.1 and 6.2	The addresses are:				
	Clients:				
	<b>The Director</b> Currency Management Department, 4 <sup>th</sup> Floor, BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: 021-3311-				
	The Service Provider:				
	Attention:				
	Address:				
	Tel/Mob#				
	Email:				
7.1	The Authorized Representatives are:         • For the Client:         Name:         Designation:         • For the Service Provider: (Name & Designation)         Name:         Designation:				
9.1	The contract shall become effective from				
10.1	<b>Termination of Contract for Failure to Become Effective:</b> The time period shall be fifteen (15) days.				
11.1	Commencement of Services:				

12.1	<b>Expiration of Contract:</b> The contract duration is three years from the effectiveness date. Contract will expire on
29.1 Contract Price	Rates as contained in <b>Appendix – E.</b> Monthly payment will be made to the service provider after receipt of invoice and satisfactory confirmation of services by the concerned official of the office.
36.1	Client can impose liquidated damages as specified in scope of services in case of non-compliance of any requirement defined in Appendix A & B of contract. Decision of the Client for imposition of liquidated damages will be final and binding on the service provider. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages is 10% of the estimated cost of each office. Once the maximum amount is reached, the Client may consider termination of the contract.
37.1	<b>5%</b> of estimated contract price for entire period of the contract which should remain valid 28 days beyond expiry date of the contract.

### APPENDICES

### (To be finalized at the contract award stage)

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

### Appendix A & B Description of the Services, Performance Specification and Terms of Reference

The services of CIT are required to transport Prize Winning Bonds, Defective Bonds, Forged/Tampered Bonds and Claim /Defective banknotes from SBP BSC offices to other SBP BSC offices, to Pakistan Security Printing Corporation (PSPC), Karachi and vice versa.

National Prize Bonds (NPBs) commonly known as prize bonds are "BEARER" instruments and holder of a bond is considered as its owner. The ownership of these bonds passes from person to person by mere delivery / change of hands. Besides face value, the prize bonds are also eligible for prize money, if qualified for prize in draws held on quarterly basis. All fresh National Prize Bonds issued by the offices of SBP BSC bears a stamp duly mentioning "office of issue" and "date of issuance" on the obverse side of the bond.

There are eight denomination of National Prize Bonds. The denomination and details of prize money of National Prize Bonds is appended below:

Denom. (Rs.)	100	200	750	1,500	7,500	15,000	25,000	40,000
1 <sup>st</sup> Prize	0.7M	0.75M	1.5M	3M	15M	30M	50M	75M
2 <sup>nd</sup> Prize	0.2M	0.25M	0.5M	1M	5M	10M	15M	25M
3 <sup>rd</sup> Prize	1,000	1,250	9,300	18,500	93,000	0.185M	0.312M	5M

For the purpose of genuineness confirmation, the aforementioned National Prize Bonds are sent to Pakistan Security Printing Corporation (PSPC) as and when required by the SBP BSC offices.

Similarly, defective currency notes and prize bonds are also sent to PSPC for their genuineness confirmation.

One "complete-service" for transportation of bank notes/National Prize Bonds shall mean collection of consignment from any office of SBP BSC and delivery to another consignee SBP BSC office or to the Pakistan Security Printing Corporation(PSPC) or vice versa.

List of SBP BSC Offices is as under:

- 1. SBP BSC Head Office, Karachi (HOK)
- 2. SBP BSC Boulton Market, Karachi
- 3. SBP BSC Karachi Office
- 4. SBP BSC North Nazimabad Office
- 5. SBP BSC Hyderabad Office
- 6. SBP BSC Sukkur Office
- 7. SBP BSC Quetta Office
- 8. SBP BSC Bahawalpur Office
- 9. SBP BSC Multan Office
- 10. SBP BSC Dera Ismail Khan Office
- 11. SBP BSC Gujranwala Office
- 12. SBP BSC Faisalabad Office
- 13. SBP BSC Lahore Office
- 14. SBP BSC Sialkot Office
- 15. SBP BSC Islamabad Office
- 16. SBP BSC Rawalpindi Office

SBP BSC Peshawar Office
 SBP BSC Muzaffarabad Office

The service provider shall have a valid license for providing cash in transit/ security services from Home Department of respective provinces. It shall have a minimum 3 years relevant working experience and an insurance coverage from an Insurance company having A or AA rating by Pakistan Credit Rating Agency (PACRA). A copy of the license and insurance coverage shall be provided to SBP BSC (Bank).

The service provider shall bear entire liability for any loss of shipment as per the amount declared by the concerned SBP BSC Office i.e. face value and prize money (if any). In case of any loss/negligence, the settlement shall be completed within 30 days.

### **Delivery Schedule:**

The Service provider shall provide requisite transportation (armoured vehicle) within 01 day (24 hours) from receipt of intimation/request from the concerned SBP BSC Office/PSPC. Prize Bonds/ Banknotes shall be transported in sealed bags/boxes. GPS tracked armoured vehicles shall be used for transportation of consignment. The representatives of the service provider (guard) accompanying the armoured vehicle should be well trained and their specimen signatures along with details will be shared with the SBP BSC Offices/PSPC on bi-annual basis. Receipts mentioning the details of consignment shall be prepared by Officers of SBP BSC/PSPC and handed over to the representatives of Service Provider, who will also sign the receipt after its verification.

**Availability of Local Representative:** The service provider shall have representatives at the 15 cities where SBP BSC Offices are located.

### Appendix C <u>Services and Facilities Provided by the Client</u>

Not Applicable

### Appendix D <u>Key Personnel Names</u>

[Insert name, designation, and contact numbers of the key personals]

### Appendix E Break Down of Contract Price

### Appendix F Payment Schedule

Payment shall be made on monthly basis by the CMD HOK after confirmation of satisfactory execution of services by designated official.

### Appendix G <u>Service Provider's Bid</u>

Appendix H Notification of Award Appendix I Letter of Acceptance

### Appendix J Performance Guarantee

To:

**The Director,** General Services Department, SBP Banking Services Corporation I.I. Chundrigar Road, <u>Karachi</u>

WHEREAS *[name of Service provider]* (hereinafter called "the Service provider") has undertaken, in pursuance of Contract No. *[reference number of the contract]* to provide services *[description of services]* (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_2023

Signature and seal of the Guarantors

[name of bank or financial institution]

### Appendix K Integrity Pact

### STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION

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

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

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

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

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

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

### Appendix L

#### Non-Disclosure Agreement

THIS AGREEMENT made on \_\_\_\_\_\_between **SBP Banking Services Corporation (SBP BSC)** having its registered office ------ hereinafter refered to as the **DISCLOSING PARTY** 

-and-

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

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

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

#### 1. Purpose of this Non-Disclosure Agreement

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

#### **Confidentiality and Acknowledgement**

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

- Information about the activities of the SBP BSC.
- 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 dislcose 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.

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 and shall remain in full force and effect for 10 years.

#### 3. Remedies

The RECEIVING PARTY acknowledges that breach of this Agreement, SBP BSC, 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 SBP BSC in taking.

#### 4. Applicable laws

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

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

<u>SBP Banking Services Corporation (Disclosing</u> <u>Party)</u>	Agreed to and Accepted by M/s (Receiving Party)
Signature of nominated officer and Date	Signature of authorized representative and Date
Name	Name
<u>WITNESS:</u>	<u>WITNESS:</u>
CNIC No	CNIC No

### Appendix M

### <u>Under Declaration of Beneficial Owners' Information of Public Procurement Contract</u> <u>Awarded Regulations, 2022 of Public Procurement Regulatory Authority</u>

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\*\*\*\*\*\*\*