



BIDDING DOCUMENTS

Procurement of Services of a Firm to Conduct Executive Search for SBP

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

March 2024

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SBP Banking Services Corporation

Invitation to Bid (ITB)

ITB No. GSD (Proc. II)/HRD-Executive Search Services /9297/2024

SBP Banking Services Corporation on behalf of State Bank of Pakistan invites sealed bids from eligible Bidders registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for *Procurement of Services of a Firm to Conduct Executive Search for SBP* 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 gsd.proc2@sbp.org.pk or can be directly downloaded from SBP website at www.sbp.org.pk. In case of any discrepancy/conflict, provisions of Bidding Documents including any addenda posted on the procuring agency's website, shall prevail.

A pre-bid meeting will be held on **April 02, 2024 at 11:00 AM** via Zoom Meeting Application. Meeting ID & Password is given in the Bidding Documents. The prospective firms can also obtain the Meeting ID & Passcode through an email request at gsd.proc2@sbp.org.pk

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 **April 25, 2024 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 in the presence of representatives of firms who may choose to be present. This Invitation to Bid is also available on websites: www.sbp.org.pk & www.ppra.org.pk.

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



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



B. Bidding Documents	
6. Content of Bidding Documents	<p>6.1. The given contents of the Bidding Documents subscribe to Rule 23 of PPR 2004. These should be read in conjunction with any addendum issued under ITB Clause 8:</p> <ol style="list-style-type: none"> i. Invitation to Bid. ii. Instructions to Bidders (ITB) iii. Bid Data Sheet (BDS) iv. Form of Bid v. Forms of Technical Proposal vi. Bid Evaluation Criteria vii. Forms for Financial Proposal viii. Form of Contract ix. General Conditions of Contract (GCC) x. Special Conditions of Contract (SCC) xi. Description of Services xii. Format of Security Forms <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents or to submit an incomplete bid that does not fulfill all the requirements outlined in the Bidding Documents will be at the Bidder's risk and may result in the rejection of its bid.</p>
7. Clarification of Bidding Documents and Pre-bid Meeting	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach the Bank in writing at the given address and by one of the means indicated in the BDS. The Bank will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids.</p> <p>7.2. 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 clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Scope of Services/Technical Requirements.</p>
8. Amendment of Bidding Documents	<p>8.1. At any time before the deadline for submission of bids, the Bank, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, may amend the Bidding Documents to share any information that becomes necessary for bidding under Rule 23 (3) of PPR-2004. Such amendments shall take precedence over the existing document.</p> <p>8.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be uploaded on SBP website at www.sbp.org.pk. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.</p> <p>8.3. In order to afford prospective Bidders reasonable time to take the amendment(s) into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.</p>



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



C. Preparation of Bids	
	13.3. The bidder has the right to refuse to extend the validity of its bid in which case such bid will not be further evaluated.
14. Bid Securing Declaration	<p>14.1. The Bid Securing Declaration is required to protect the Bank against the risk of bidder's conduct which would warrant the bidder to face the blacklisting or debarment proceedings in accordance with the procurement laws.</p> <p>14.2. Any bid not accompanied with a Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p> <p>14.3. The Most Advantageous Bidder's Bid Securing Declaration will be discharged upon the signing of contract and furnishing the Performance Guarantee.</p> <p>14.4. A bidder shall be suspended from being eligible for participating in any future procurements with the Procuring Agency for the period of time indicated in the Bid Securing Declaration:</p> <p>(a) if the bidder withdraws its bid, except as provided in ITB 13.3 or</p> <p>(b) in the case of a Most Advantageous bidder, if the bidder fails within the specified time limit to:</p> <p>(i) sign the contract, or</p> <p>(ii) furnish the required Performance Guarantee.</p>
15. Format and Signing of Bid	<p>15.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.</p> <p>15.2. The original and all copies of the bid, each consisting of the documents listed in ITB Clause 10.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid under ITB Clause 10.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.</p> <p>15.3. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>

D. Submission of Bids	
16. Sealing and Marking of Bids	<p>16.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. [number]." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Bank at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]."</p> <p>16.2. In addition to the identification required in Sub-Clause 16.1, the inner envelopes shall indicate the name and address of the</p>



D. Submission of Bids	
	<p>Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18.</p> <p>16.3. If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.</p>
17. Deadline for Submission of Bids	<p>17.1. Bids must be received (through an authorized representative or courier/postal service) by the Bank at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.</p> <p>17.2. The Bank may extend the deadline for submission of bids by issuing an amendment under ITB Clause 8, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
18. Late Bids	<p>18.1. Any Bid received (through an authorized representative or courier/postal service) by the Bank after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.</p>
19. Modification and Withdrawal of Bids	<p>19.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of such modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2. No bid may be modified after the deadline for submission of bids.</p> <p>19.3. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in forfeiture of bid security of such Bidder.</p>

E. Bid Opening and Evaluation	
20. Bid Opening	<p>20.1. The Bank will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>20.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
21. The process to be Confidential	<p>21.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>21.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent.</p> <p>21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Bank may reject its bid and/or terminate the contract</p>



E. Bid Opening and Evaluation	
22. Clarification of Bids	22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
23. Preliminary Examination	<p>23.1. The Bank will examine the bids to determine whether;</p> <ul style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security has been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV <p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
24. Correction of Errors	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ul style="list-style-type: none"> i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail. <p>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.</p>
25. Evaluation and Comparison of Bids	<p>25.1. The technical bids of the only qualified bidders after preliminary examination under ITB Clause 23, shall be examined in detail.</p> <p>25.2. The Bank will evaluate and compare only the bids previously determined to be substantially responsive as defined under Rule 2(1)(h)(i) of PPR-2004 and qualified pursuant to Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, Bank will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:</p> <ul style="list-style-type: none"> i. Making any correction for arithmetic errors pursuant to Sub-Clause 24.2 of ITB hereof.



E. Bid Opening and Evaluation	
	<p>ii. Discount, if any, offered by the Bidders as also read out and recorded at the time of bid opening.</p> <p>25.3. The submitted Technical Proposal and other Commercial/Financial Requirements of the bidding documents will be evaluated by determining compliance against the evaluation criteria.</p> <p>25.4. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the most advantageous shall be accepted.</p> <p>25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Bank, provided such waiver does not prejudice or affect the relative ranking of any other Bidders.</p>
26. Contacting the Bank	<p>26.1. Subject to Clause 22 of ITB heretofore, no Bidder shall contact the Bank on any matter related to its Bid from the time of Bid opening to the time, the bid evaluation results are announced by Bank. The evaluation results shall be announced as under:</p> <p style="padding-left: 40px;">i. Technical Evaluation Report/Results would be posted for seven (7) days on State Bank of Pakistan's website/shared with participating Bidders.</p> <p style="padding-left: 40px;">ii. Financial/Final Evaluation Report would be posted on PPRA and SBP websites for fifteen (15) days.</p> <p>26.2. Any Bidder feeling aggrieved by any act of Bank may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004.</p>

F. Award of Contract	
27. Award Criteria	27.1. The contract will be awarded to the most advantageous Bidder whose bid has been found Technically & Commercially/Financially compliant, and emerged as the Most Advantageous. Provided further that the Bidder is determined to perform the contract satisfactorily.
28. Bank's Right to Reject all the Bids	28.1. Bank reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 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 Bank will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the Bidders.
29. Bank's Right to Vary Scope of Services at Time of Award	29.1. The Bank reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004 .
30. Notification of Award and	30.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the most advantageous Bidder



F. Award of Contract	
Signing of Contract	<p>in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>30.2. The Notification of Award will constitute the formation of the Contract.</p> <p>30.3. Upon the most advantageous Bidder's furnishing of the Performance Guarantee according to ITB Clause 32.1, the Bank will discharge its bid security.</p> <p>30.4. Most advantageous bidder shall sign Contract on stamp paper after paying stamp duty as per applicable stamp duty act and will return to the Client within fifteen (15) days.</p>
31. Disqualification Prior to Contract Signing	<p>31.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous Bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous Bidder or if the conditions of his qualification are invalid, the next Most Advantageous Bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.</p>
32. Performance Guarantee	<p>32.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the BDS.</p> <p>32.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder.</p> <p>32.3. The Performance guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by the Bank as a result of arbitration; or iii. violates any law(s) during execution of Contract. iv. fails to start the execution of services or stop providing services without prior approval of the Bank.
33. Advance Payment and Security	<p>33.1. The Bank will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract (SCC).</p>
34. Grievances Redressal	<p>34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR-2004. The details of GRC is given on the PPRA website: www.ppra.org.pk.</p>
35. Code of Conduct	<p>35.1. It is the Bank's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the Bank</p>



F. Award of Contract

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

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

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

Nature of Offense/ Fault	Means of Verification	Action By the Committee
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation 	Blacklisted and cross-debarred for the period up to 10 years.



F. Award of Contract

	<ul style="list-style-type: none"> • Cross verification of documentary undertaking submitted by Service Provider. 	
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	Blacklisted and cross-debarred for the period up to 03 years.
Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross-debarred for the period up to 06 months.

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

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



F. Award of Contract	
	<p>works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.</p> <p>ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client.</p> <p>iii. A bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of</p> <ol style="list-style-type: none"> a. the preparation of the specifications of the goods, b. the selection process for such assignment, or c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank. <p>iv. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the bidder as part of the bid.</p>
36. Overriding Effect of PPR-2004	36.1. Whenever in conflict with these documents, the provisions of PPR-2004 shall prevail.
37. Beneficial Ownership Information	<p>37.1. For Services/works worth Rs.50 Million or above, the Bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, Bank shall:</p> <ol style="list-style-type: none"> i. Blacklist the said company in accordance with Rule 19(1)(a) of Public Procurement Rules, 2004, ii. Reject the bid of the said company.



G. Bid Data Sheet

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

ITB Clause	Description																																		
1.1	<ul style="list-style-type: none"> • Procurement Title: <i>Procurement of Services of a Firm to Conduct Executive Search for SBP</i> • Reference Number: <i>ITB No. GSD (Proc. II)/ HRD-Executive Search Services /9297/2024</i> • Procurement Method: <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i> • Procurement Procedure: <i>“Single Stage Two Envelopes Procedure” as per Rule-36(b) of PPR-2004</i> 																																		
2.7 & 3.2	<p>The mandatory eligibility/qualification criteria are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="background-color: #e1ecf4;">Part A – Mandatory Evaluation Criteria</th> </tr> <tr> <th style="width: 5%;">#</th> <th style="width: 60%;">Description</th> <th style="width: 35%;">Means of Verification</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>The Firm must appear on the Active Tax payers' List of FBR.</td> <td>Attach copies of Tax Registration Certificate and proof of being on ATL of FBR.</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>The firm should submit an affidavit that the firm has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).</td> <td>The undertaking required on stamp paper of Rs.100/- (Format given at Tech Form V)</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>The firm should submit history of litigation (if any) between firm and its clients (both existing and previous). Adverse decisions in litigation against the firm may lead to disqualification of the firm; this will be determined by the bid evaluation committee and decision of bid evaluation committee shall be final.</td> <td>Affidavit Required. (Format given at Tech Form X)</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Bid Securing Declaration.</td> <td>As per the format given at Tech Form III.</td> </tr> </tbody> </table> <p>Note: Only those firms that meet the mandatory evaluation criteria will be assessed further on the score-based criteria given below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="background-color: #e1ecf4;">Part B – Score-based Evaluation Criteria</th> </tr> <tr> <th colspan="4" style="background-color: #e1ecf4;">I. Experience of Firm</th> </tr> <tr> <th style="width: 5%;">#</th> <th style="width: 45%;">Description</th> <th style="width: 10%;">Max. Score</th> <th style="width: 40%;">Means of Verification</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td> Experience of Recruitment Services (Years) <i>Less than 8 years = 0 marks</i> <i>03 marks for experience equal to 8 years</i> <i>03 marks for each year of experience exceeding 8 years</i> </td> <td style="text-align: center;">15</td> <td>Certificate of Incorporation/Relevant Documentary Proof/ Copy of the oldest relevant contract</td> </tr> </tbody> </table>	Part A – Mandatory Evaluation Criteria			#	Description	Means of Verification	1.	The Firm must appear on the Active Tax payers' List of FBR.	Attach copies of Tax Registration Certificate and proof of being on ATL of FBR.	2.	The firm should submit an affidavit that the firm has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	The undertaking required on stamp paper of Rs.100/- (Format given at Tech Form V)	3.	The firm should submit history of litigation (if any) between firm and its clients (both existing and previous). Adverse decisions in litigation against the firm may lead to disqualification of the firm; this will be determined by the bid evaluation committee and decision of bid evaluation committee shall be final.	Affidavit Required. (Format given at Tech Form X)	4.	Bid Securing Declaration.	As per the format given at Tech Form III.	Part B – Score-based Evaluation Criteria				I. Experience of Firm				#	Description	Max. Score	Means of Verification	1.	Experience of Recruitment Services (Years) <i>Less than 8 years = 0 marks</i> <i>03 marks for experience equal to 8 years</i> <i>03 marks for each year of experience exceeding 8 years</i>	15	Certificate of Incorporation/Relevant Documentary Proof/ Copy of the oldest relevant contract
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ITB Clause	Description		
2.	Experience related to Head Hunting/ Executive Search during last ten years <i>Less than 1 project = 0 marks</i> <i>03 marks for each project of experience equal to or exceeding 1 project.</i>	30	Copies of Contracts/ Engagement Letter/ Purchase Orders/ Relevant Documentary Proofs entailing detailed description of assignment's scope, deliverables and duration. (Consolidated List of relevant projects also to be provided as per format given at Tech Form IX.)
II. Team Lead			
3.	Education/Qualification: <i>More than 16 Years of education= 10,</i> <i>16 Years of education= 8;</i> <i>14 years of education= 6,</i> <i>Less than 14 years of education = 0 mark</i> <i>1 mark for each certification of recruitment/executive search/head hunting up to 2 marks</i>	10	CV (Format given at Tech Form VIII)
4.	Experience related to Executive Search/Head Hunting: <i>Less than 8 projects = 0 marks</i> <i>1 mark for 8 projects of experience.</i> <i>1 mark for each project of experience exceeding 8 projects.</i>	10	CV (Format given at Tech Form VIII)
III. Team Members (2 most suitable team members with relevant experience required to be proposed and score will be assigned to proposed members on an average basis)			
5.	Education/Qualification: <i>16 Years of education= 5;</i> <i>14 years of education= 4,</i> <i>Less than 14 years of education= 0 mark</i> <i>0.5 mark for each certification of recruitment/executive search/head hunting up to 1 mark</i>	5	CV (Format given at Tech Form VIII)
6.	Experience related to Executive Search/Head Hunting: <i>Less than 3 projects = 0 marks</i> <i>01 mark for 3 projects of experience.</i> <i>01 mark for each project of experience exceeding 3 projects.</i>	10	CV (Format given at Tech Form VIII)
Total		80	
Note: <ul style="list-style-type: none"> The minimum technical score required to qualify for the next phase of opening of Financial Proposals is 56 points subject to NO ZERO in parameter I (Experience of firm). If required, Client may ask the participating firms to provide documentary evidence to verify credentials provided for its proposed team lead and members. 			



ITB Clause	Description
7.2	<ul style="list-style-type: none"> A Pre-Bid meeting will be held on April 02, 2024 at 11:00 AM via Zoom Application. Bidders are encouraged to attend the meeting using the following details; <ul style="list-style-type: none"> Meeting Link: https://us04web.zoom.us/j/77710592468?pwd=onNjkaDUGek6iHkwatVT9YxP2ajLb3.1 Meeting ID: 777 1059 2468 Passcode: Sbp@2024 In case of any related queries, please drop an email at gsd.proc2@sbp.org.pk.
11.4	<ul style="list-style-type: none"> The Contract is NOT subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional indirect tax or duty during the currency of contract that impacts the contract price, would be equally accounted for by both the parties of the contract. i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new indirect tax or duty, the contract price would be adjusted accordingly.
13.1	<ul style="list-style-type: none"> The period of Bid validity shall be 180 (One Hundred Eighty Days) after the opening of the Bids.
14.1	<ul style="list-style-type: none"> Bid Securing Declaration to be provided as per the format given at Tech Form 3. Any bid found without Bid Securing Declaration will be rejected instantly.
3.1 & 16.1	<ul style="list-style-type: none"> The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL Proposal” and “ORIGINAL FINANCIAL Proposal” in bold letters. The outer envelope shall be addressed to the Procuring Agency at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]”. The content of the Technical and Financial Proposal is mentioned in BDS. <u>Following should be the contents of the Technical Proposal Envelope:</u> <ol style="list-style-type: none"> Form I of Section III – Authorization Form for Bidder’s Representative Form II of Section III – Technical Bid Submission Form Form III of Section III – Bid Securing Declaration Form Form IV of Section III – Technical Compliance Form Form V of Section III – Affidavit for Bidder’s Blacklisting Status Form VI – Declaration of Beneficial Owners’ Information Form VII – Supplier Creation Form Form VIII- Curriculum Vitae Form IX - Experience related to Head Hunting/ Executive Search during last ten years All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV <u>Following should be the contents of the Financial Proposal Envelope:</u> <ol style="list-style-type: none"> Form-I of Section V – Financial Bid Submission Form Form-II of Section V – Price Schedule <u>Important Note:</u> <ol style="list-style-type: none"> The above-mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid.



ITB Clause	Description
	ii. All participating bidders are required to submit a scanned copy of the submitted Original Technical Bid Only after the opening of the Financial Bid at gsd.proc2@sbp.org.pk .
17	<ul style="list-style-type: none"> The Bank's address for Bid submission is <p style="text-align: center;">Senior Joint Director Procurement Division-II General Services Department 4th Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi Tel: 021-3311-5420/5477/5963/5478 Email: gsd.proc2@sbp.org.pk</p> The Bank will communicate the opening of the Financial Bid to the eligible/qualified bidders after the completion of all requirements of Technical Evaluation. The deadline for submission of bids shall be April 25, 2024 at 11:00 AM (PST).
20	<ul style="list-style-type: none"> Bids will be opened on April 25, 2024 at 11:30 AM (PST) at the following address: Learning Resource Centre/Heritage Meeting Rooms, State Bank of Pakistan, I. I. Chundrigar Road, Karachi
23	<ul style="list-style-type: none"> Bidders have to submit COMPLETE BIDS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality or reservation will be rejected. Bids submitted late will be rejected.
26.1	<ul style="list-style-type: none"> Email Address for Queries gsd.proc2@sbp.org.pk
29.1	<ul style="list-style-type: none"> Fifteen percent (15%) increase or decrease of scope of services.
32.1	<ul style="list-style-type: none"> The bidder must furnish a Performance Guarantee @ 5% (Five Percent) of the Contract Price in the shape of pay order/demand draft/call deposit or an unconditional Bank Guarantee issued from a scheduled bank of Pakistan. In the case of Bank Guarantee, it must remain valid 28 days beyond the expiry date of the contract.
34.1	<ul style="list-style-type: none"> The address of Grievance Committee is; <p style="text-align: center;">Chairman Grievances Committee, Office of the Director Human Resource Management Department, 1st Floor, BSC House State Bank of Pakistan Main Building Complex, I.I. Chundrigar Road, Karachi</p>



Section III: Forms for Technical Bid

1. **Form I – Authorization Form for Bidder’s Representative**
2. **Form II – Technical Bid Submission Form**
3. **Form III – Bid Securing Declaration Form**
4. **Form IV – Technical Compliance Form**
5. **Form V – Affidavit for Bidder’s Blacklisting Status**
6. **Form VI – Declaration of Beneficial Owners’ Information**
7. **Form VII – Supplier Creation Form**
8. **Form VIII – Curriculum Vitae**
9. **Form VIII – Experience related to Head Hunting/ Executive Search during last ten years**

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



Form I

(ON SERVICE PROVIDER'S LETTERHEAD)

(Authorization Form for Bidder's Representative)

Date: _____

IFB No: ITB No. GSD (Proc. II)/ HRD-Executive Search Services /9297/2024
Title: Procurement of Services of a Firm to Conduct Executive Search for SBP

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

Official Seal & Signature of Bidder: _____

Date: _____



Form II

(ON SERVICE PROVIDER'S LETTERHEAD)

(Technical Bid Submission Form)

Date: _____

To:

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

Dear Sir:

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

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

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

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

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

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

Dated this _____ day of _____ 2024__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



(Bid Securing Declaration Form)

To:

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

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our bid during the period of bid Validity specified in the Form of bid;
- (b) Disagreement to arithmetical correction made to the bid price; or
- (c) having been notified of the acceptance of our bid by the Procuring Agency during the period of bid Validity, (i) failure to sign the contract if required by Procuring Agency 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.

We understand this Bid Securing declaration shall expire if we are not the Most Advantageous Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the Most Advantageous Bidder; or (ii) **twenty-eight (28) days** after the expiration of our bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Securing declaration]*

Name: *[insert complete name of person signing the Bid Securing declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*
Corporate Seal (where appropriate)



Form IV

Technical Compliance Form
(ON SERVICE PROVIDER'S LETTERHEAD)

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

Seal and Signature of Bidder: _____

General Note

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



(Over Stamp Paper)

Affidavit for Bidder's Blacklisting Status

Dear Sir,

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

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

Seal & Signature of Bidder: _____

Date: _____



Form VI

(ON SERVICE PROVIDER'S LETTERHEAD)

Declaration of Beneficial Owners' Information

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

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

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

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

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



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

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

Name of the Bidder: [insert complete name of the participating Entity]

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____



Form VII: SUPPLIER CREATION FORM



**STATE BANK OF PAKISTAN
STRATEGIC & CORPORATE AFFAIRS DEPARTEMENT
Supplier Bank Account (IBAN) Details Form**

S-2

1. For Office use:

*Office/Deptt				*Supplier No. <small>(Mandatory if already exists)</small>	WHT Rate
	Supplier	New	Update		
*Supplier Type	i.e. Hospital, Labs, University, General etc.			*Prepayment A/C	

2. Supplier Information

*Supplier Name			
*Supplier NTN		CNIC No.	<small>(If NTN not available)</small>
Supplier Address			
		Supplier City	
Contact No.		Mobile	
E-mail Address		Fax No.	

3. Bank Account Information

*Bank Name				*Supplier Stamp & Signature
*IBAN (24 Characters)				
*Branch Type	Islamic	Commercial		
*Title of Account				

(For Office use only)

Forwarded By	Verified By	Entered By (Supplier Mgt User)
(Procurement Function)		
		<input type="text"/> Date

- Note:** In order to comply with AML, CFT & CPF Compliance Policy issued on 31-Dec-2020 by CMD-HOK, respective office/department shall ensure that supplier (individual/entity) is not included in the list of proscribed individuals and entities (Refer to Para 8.6 of policy ibid.)
- Field marked with * are mandatory.
- Information without complete Bank Account Details (IBAN) & NTN/ CNIC will not be accepted.
- Any changes in Supplier's particulars should be conveyed immediately to SBP BSC. SBP BSC will not be responsible for credit into wrong account of supplier due to change in bank account details not conveyed to SBP BSC or delay in settlement of supplier's claims.



Form VIII: Curriculum Vitae

Position Title and No.	{ Team Leader/Team Member}
Name	{Insert full name}
Date of Birth	{day/month/year}
Country of Citizenship/Residence	

1. **Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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

2. **Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

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

3. **Relevant Experience:**

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



4. Contact information:

Email Address	
Contact Number	

5. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

Seal & Signature of Individual:
Date: _____

Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>
Name: _____
Designation# _____
Signature: _____



Form IX: Experience related to Head Hunting/ Executive Search during last ten years

S.No.	Description of Project	Client's Name	Brief Scope of project	Project start date	Project End date

Seal & Signature of Bidder:

Date:



Form X: History of Litigation

History of litigation (if any) between Firm and its clients (both existing and previous)

S. No.	Name of Plaintiff/ Complainant	Description of allegations	Current status	Result

We hereby certify that the information provided in this form is correct, and in the event of changes, details will be provided as soon as possible. Moreover, we have not been suspended by any of the authority on the ground of non-payment of dues.

Signature: _____

Date: _____

In the capacity of: *[insert title or other appropriate designation]*



Section IV: Minimum Eligibility/Qualification Criteria

The mandatory eligibility/qualification criteria is as follows:

Part A - Mandatory Evaluation Criteria		
#	Description	Means of Verification
1.	The Firm must appear on the Active Tax payers' List of FBR.	Attach copies of Tax Registration Certificate and proof of being on ATL of FBR.
2.	The firm should submit an affidavit that the firm has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	The undertaking required on stamp paper of Rs.100/- (Format given at Tech Form V)
3.	The firm should submit history of litigation (if any) between firm and its clients (both existing and previous). Adverse decisions in litigation against the firm may lead to disqualification of the firm; this will be determined by the bid evaluation committee and decision of bid evaluation committee shall be final.	Affidavit Required. (Format given at Tech Form X)
4.	Bid Securing Declaration.	As per the format given at Tech Form III.

Note: Only those firms that meet the mandatory evaluation criteria will be assessed further on the score-based criteria given below.

Part B - Score-based Evaluation Criteria

IV. Experience of Firm

#	Description	Max. Score	Means of Verification
1.	Experience of Recruitment Services (Years) <i>Less than 8 years = 0 marks</i> <i>03 marks for experience equal to 8 years</i> <i>03 marks for each year of experience exceeding 8 years</i>	15	Certificate of Incorporation/Relevant Documentary Proof/ Copy of the oldest relevant contract
2.	Experience related to Head Hunting/ Executive Search during last ten years <i>Less than 1 project = 0 marks</i> <i>03 marks for each project of experience equal to or exceeding 1 project.</i>	30	Copies of Contracts/ Engagement Letter/ Purchase Orders/ Relevant Documentary Proofs entailing detailed description of assignment's scope, deliverables and duration. (Consolidated List of relevant projects also to be provided as per format given at Tech Form IX.)

V. Team Lead

3.	Education/Qualification: <i>More than 16 Years of education= 10,</i> <i>16 Years of education= 8;</i> <i>14 years of education= 6,</i> <i>Less than 14 years of education = 0 mark</i> <i>1 mark for each certification of recruitment/executive search/head hunting up to 2 marks</i>	10	CV (Format given at Tech Form VIII)
4.	Experience related to Executive Search/Head Hunting: <i>Less than 8 projects = 0 marks</i>	10	CV (Format given at Tech Form VIII)

(2.7)
&
(3.2
&
3.3)



	1 mark for 8 projects of experience. 1 mark for each project of experience exceeding 8 projects.		
VI. Team Members (2 most suitable team members with relevant experience required to be proposed and score will be assigned to proposed members on an average basis)			
5.	Education/Qualification: 16 Years of education= 5; 14 years of education= 4, Less than 14 years of education= 0 mark 0.5 mark for each certification of recruitment/executive search/head hunting up to 1 mark	5	CV (Format given at Tech Form VIII)
6.	Experience related to Executive Search/Head Hunting: Less than 3 projects = 0 marks 01 mark for 3 projects of experience. 01 mark for each project of experience exceeding 3 projects.	10	CV (Format given at Tech Form VI)
Total		80	
Note: <ul style="list-style-type: none"> The minimum technical score required to qualify for the next phase of opening of Financial Proposals is 56 points subject to NO ZERO in parameter I (Experience of firm). If required, Client may ask the participating firms to provide documentary evidence to verify credentials provided for its proposed team lead and members. 			

Seal and Signature of Bidder: _____



Section V: Forms for Financial Bid

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



Form I

(ON SERVICE PROVIDER'S LETTERHEAD)

(Financial Bid Submission Form)

Date: _____

To:

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

Dear Sir:

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

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

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

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

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

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

Dated this _____ day of _____ 2024__.

[Seal & signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



Form-II

(ON SERVICE PROVIDER'S LETTERHEAD)

Price Schedule

Name of Bidder _____

Reference Number: ITB No. GSD (Proc. II)/ HRD-Executive Search Services /9297/2024

Sr. #	Executive Search/Head Hunting Services	*%age of Recruited Personnel Salary	Weightage	Weighted Rate
		X	Y	Z=X*Y
1	OG-6 and below		20	
2	OG-7 & OG-8		50	
3	Contractual/Specialized Positions		30	
	Total		100	
<i>*%age rate quoted by the bidder will be inclusive of over heads and applicable indirect taxes.</i>				

Note:

- 1- The firm obtaining the lowest aggregate percentage (sum of weighted percentage of Sr. No. 1, 2 and 3) will be declared as the Most Advantageous Bidder.
- 2- Above percentage rates shall be inclusive of all applicable taxes and shall remain valid for entire period of the contract.
- 3- Further, payment to shortlisted candidates regarding admissible travel expenses for interview will be made by SBP as per its rules. Similarly, if any travel need of Firm's official(s) is emerged based on the instructions of SBP, the related travelling expenses of Firm's official(s), will also be borne by SBP.
- 4- No other charges whatsoever will be paid other than above on any grounds and payments shall be subject to deduction of withholding income tax and services sales tax at the rates prevailing at the time of payment. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.

Authorized Signature: _____



Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



Section VI: Form of Contract

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

CONTRACT FOR SERVICES

Procurement of Services of a Firm to Conduct Executive Search for SBP

Between

(State Bank of Pakistan)

and

(Name of the Service Provider)

DD-MM-YYYY



Form of Contract

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

AND

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

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

WHEREAS,

- a) The Client is desirous of Procurement of Services of a Firm to Conduct Executive Search for SBP for which purpose the Bank issued an Invitation for Bid ITB No. GSD (Proc. II)/ HRD- Executive Search Services /9297/2024 calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).
- b) the Service Provider submitted its bid in response to the Client’s Instruction to Bidder (ITB) and the bid of the Service Provider has been accepted by the Client, where after, the Client has offered to the Service Provider to perform the services as per this contract.
- c) the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix D** titled breakdown of the contract price;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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



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

- a) The service provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) The Client shall make payments to the service provider in accordance with the provisions of the Contract.

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

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

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



A. General Conditions of Contract (GCC)

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



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

2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC.
2.2. Commencement of Services	2.2.1. The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC.
2.3. Intended Completion Date	2.3.1. Unless terminated earlier under Clause 2.6 , the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.11 . In this case, the Completion Date will be the date of completion of all activities.
2.4. Modification	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
2.5. Force Majeure	<p>2.5.1. Definition</p> <p>For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party, and</p>



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

which makes a Party's performance of its obligations under the Contract impossible or as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party may terminate this contract as per **clause 2.6** of the Contract because of Force Majeure.

2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;

- a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and
- b. has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.

2.6. Termination

2.6.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this **Clause 2.6.1** and sixty (60) days in the case of the event referred to in (g):

- a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or
- d) if the Service Provider/s, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) if the Service Provider does not maintain a Performance Guarantee under **Clause 3.12**



2. Commencement, Completion, Modification, and Termination of Contract	
	<p>f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under Sub-Clause 3.11.1 and the SCC;</p> <p>g) if the Bank, in its sole discretion, decides to terminate this Contract.</p> <p>2.6.2. By the Service Provider</p> <p>The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Client, such notice to be given after the occurrence of any of the events specified in following paragraph of this Clause 2.6.2:</p> <p>a) If the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>2.6.3. Payment upon Termination</p> <p>Upon termination of this Contract under Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service Provider:</p> <p>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service Provider before the effective date of termination;</p> <p>b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p>

3. Obligations of the Service Provider	
3.1. General	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services, the Service Provider shall comply with all requirements of the Client.</p>



3. Obligations of the Service Provider	
	<p>3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan;</p> <p>3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p> <p>3.1.6. The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.</p>
3.2. Indemnity	3.2.1. The service provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u></p> <p>Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract, The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <u>Service Provider and Affiliates Not to be Otherwise Interested in Project</u></p> <p>The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>3.3.3. <u>Prohibition of Conflicting Activities</u></p> <p>Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities:</p> <ol style="list-style-type: none"> a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would be in conflict with the activities assigned to them under this Contract; b) during the term of this Contract, neither the Service Provider nor its affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract; c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.4. Confidentiality	3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall



3. Obligations of the Service Provider	
	<p>not be disclosed by the Client to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>3.4.2. The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Client's prior written consent.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Client may reject its bid and/or terminate the contract.</p>
3.5. Contractual Liability Insurance to be taken out by the Service Providers	<p>3.5.1. The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud if any, committed by The Service Provider's employee (s) in the course of this contract with the Client, and shall indemnify and keep indemnified the Client, at all times against any such loss, claim, damage, and charge. The Service Provider is responsible to acquire the required coverage and facilitate in fulfilling the requirements of the insurance agency whereas the Client will provide all the related documents as per the Insurance Company's requirement so that the claims can be settled expeditiously. However, the Service Provider shall be responsible to indemnify the Client within 45 days after receiving all the required supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Client's claim within the aforesaid period shall authorize the Client to deduct the claimed amount from the monthly Service Charges payable to The Service Provider. In case the Client fails to provide the supporting documents to prove the incident, no claim amount will be paid.</p> <p>3.5.2. The Service Provider at the Client's request shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
3.6. Service Providers' Actions Requiring Bank's Prior Approval	<p>3.6.1. The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	<p>3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.</p>



3. Obligations of the Service Provider	
	<p>3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider employee (s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee(s) shall be dealt with exclusively by the Service Provider.</p> <p>3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the Client merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Client.</p>
3.8. Compliance with all the Regulatory Requirement	<p>3.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p> <p>3.8.2. The Service Provider will ensure that all the applicable regulatory requirements/labor laws are fully met, and accordingly indemnify Client against any claims with regards to the above.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>
3.9. Reporting Obligations	<p>3.9.1. The Service Provider shall submit to the Client the reports and documents specified in Appendix A as and when required by the Client.</p>
3.10. Documents Prepared by the Service Providers to Be the Property of the Bank	<p>3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the Client, and the Service Provider shall, upon request from the Client during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of the Contract.</p>
3.11. Liquidated Damages	<p>3.11.1. <u>Payments of Liquidated Damages</u></p> <p>3.11.2. The service provider shall pay liquidated damages to the Client at the rate/amount 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.</p>
3.12. Performance Guarantee	<p>3.12.1. The Service Provider shall provide the Performance Guarantee to the Client no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a commercial bank acceptable to the Client and denominated in the currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.</p>



3. Obligations of the Service Provider	
	<p>3.12.2. The Performance guarantee may be forfeited if a Bidder:</p> <ul style="list-style-type: none"> i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by the Client as a result of arbitration; or iii. Violates any law(s) during execution of contract. iv. fails to start the execution of services or stop providing services without prior approval of the Client.

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

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

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



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

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

9. Corrupt and Fraudulent Practices	
9.1. Corrupt & Fraudulent Practices	<p>9.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR 2004 which defines:</p> <ul style="list-style-type: none"> <i>i. "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</i> <i>ii. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</i> <i>iii. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</i> <i>iv. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</i> <i>v. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to</i>



9. Corrupt and Fraudulent Practices										
	<p>obtain a financial or other benefit or to avoid an obligation; and</p> <p>vi. <i>“obstructive practices”</i> which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”</p>									
9.2. Blacklisting under PPRA	<p>9.2.1. The Client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;</p> <p>9.2.2. The Client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a Client’s contract if at any time it determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client’s contract; and</p> <p>9.2.3. Under Rule 19 of PPR-2004, “The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p>									
9.3. Mechanism Blacklisting and cross-debarring	<p>9.3.1. Under Rule 19 of PPR-2004, the following mechanism and manner for Blacklisting and cross-debarring, from participating in their respective procurement proceedings will be followed as per the below mechanism:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Nature of Offense/Fault</th> <th style="text-align: center;">Means of Verification</th> <th style="text-align: center;">Action By Committee</th> </tr> </thead> <tbody> <tr> <td>Corrupt and Fraudulent Practices</td> <td> <ul style="list-style-type: none"> • Results of Bid analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider. </td> <td>Blacklisted and cross-debarred for the period up to 10 years.</td> </tr> <tr> <td>Performance Deficiencies</td> <td> <ul style="list-style-type: none"> • Documented evidence in form of consistent performance deficiencies and notices of performance </td> <td>Blacklisted and cross-debarred for the period up to 03 years.</td> </tr> </tbody> </table>	Nature of Offense/Fault	Means of Verification	Action By Committee	Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider. 	Blacklisted and cross-debarred for the period up to 10 years.	Performance Deficiencies	<ul style="list-style-type: none"> • Documented evidence in form of consistent performance deficiencies and notices of performance 	Blacklisted and cross-debarred for the period up to 03 years.
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Performance Deficiencies	<ul style="list-style-type: none"> • Documented evidence in form of consistent performance deficiencies and notices of performance 	Blacklisted and cross-debarred for the period up to 03 years.								



9. Corrupt and Fraudulent Practices				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 40%;">deficiencies not suitably responded to or defended by Service Provider.</td> <td style="width: 30%;"></td> </tr> </table> <p>9.3.2. However, such barring action shall be undertaken only after Service Provider has been provided an adequate opportunity of being heard, who is to be barred and blacklisted.</p> <p>9.3.3. The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of the Client and the service provider shall be solely responsible for seeing that a proper receipt is provided.</p> <p>9.3.4. Under Rule 7 of PPR 2004, the service provider undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at Section 6 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by the Client.</p>		deficiencies not suitably responded to or defended by Service Provider.	
	deficiencies not suitably responded to or defended by Service Provider.			
9.4. Beneficial Ownership information	<p>9.4.1. For Services/works worth Rs.50M or above, the Service Provider shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, SBP BSC shall:</p> <ul style="list-style-type: none"> i. Blacklist the said company in accordance with Rule19(1)(a) of Public Procurement Rules, 2004, ii. Reject the bid of the said company. 			



B. Special Conditions of Contract

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	<p>The addresses are:</p> <p>Client:</p> <p align="center">Director HRD Human Resource Department, 10th Floor, Main Building, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: 021-3311-****</p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client (Nominee of the Client)</p> <ul style="list-style-type: none"> ○ Name: _____ ○ Designation: _____ <p>For the Service Provider (Nominee of the Service Provider)</p> <ul style="list-style-type: none"> ○ Name: _____ ○ Designation: _____
2.2	The Starting Date for the commencement of Services is <u>dd-mm-yyyy.</u>
2.3	The Intended Completion Date is <u>dd-mm-yyyy.</u>
3.4	The Service provider while rendering the required services shall not release any information acquired from the Client due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise. Moreover, all important and/or confidential documents provided by the Client shall not be taken out of the assigned workspace.
3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in Appendix A.
3.11.1	The Service Provider shall pay liquidated damages to the Client as Rs. 10,000/- per instance as liquidity damages due to delay in execution of services. 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.



3.12	The amount of performance guarantee is 5% of the total estimated contract amount, which should remain valid 28 days beyond the expiry date of the contract.
5.2	Prices/Percentage Rates payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
6.2	The amount is [insert amount in PKR].
6.4	<p>The payment will be made to the on-boarded firm as per following mechanism:</p> <ul style="list-style-type: none"> • 70% of the quoted percentage of remuneration offered to selected candidate will be paid to the firm within one month from the date of joining of the candidate and 30% after a period of three months. • Payment to shortlisted candidates regarding admissible travel expenses for interview will be made by SBP as per its rules. Similarly, if any travel need of Firm's official(s) is emerged based on the instructions of SBP, the related travelling expenses of Firm's official(s), will also be borne by SBP. <p><i>If the recruited officer leaves/ resigns/ is terminated before completing 6 months of service with SBP and any other qualifying candidate as per merit is unavailable, the firm shall share a new pool of applicants for the same position with no financial implications towards SBP. Further, in case none of the candidates from the profiles shared by the firm is selected against any position, SBP will not be liable to pay any amount to the firm.</i></p>



Appendices

(To be finalized at the contract award stage)

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



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

Purpose of Engaging ESF:

SBP intends to procure the services of an Executive Search Firm, which may be utilized to identify the pool of candidates on need basis in case desired response is not received through the standard recruitment process or in case the position requires a specific/specialized skill-set not easily available in the market. Onboarding a renowned executive search firm may help identify and acquire required candidates through the firm's expertise.

Scope of Service and Process:

- The Executive Search Firm will provide Executive Search / Head Hunting services i.e. source prospective candidates in line with the job description and job advertisement with specified qualification, experience, competencies and skill-set for following positions:
 - Management Cadre (OG-6 & below to OG-8)
 - Contractual/Specialized positions

Services of the firm will be utilized as and when required by SBP for selected positions.

- The firm shall use all its resources to undertake an intensive search to find candidates with profile commensurate to the position requirements. The firm will be responsible to provide at least 6 qualified professionals/candidates against each position/vacancy (or as advised by SBP) meeting the age requirement and having quality experience and relevant academic and professional credentials from Pakistan and/or internationally (as advised by SBP); within 7 working days of sharing JD/closing date of application submission (or as advised by SBP).
- The recruitment search shall include a wide range of functional areas like, but not limited to, IT and Cyber Security professionals, Digital Financial Services professionals, Economists, specialists/professionals for Museum & Archives, Legal Services, or other areas as identified by SBP on need basis.
- SBP will share Job Description/Job Advertisement of vacant position with the firm. SBP may require the firm to publish/post the advertisements on its website/portal and/or newspapers. In case of newspaper advertisement, the firm shall be paid as per mechanism defined under "Financing" section.
- The firm may be required to carry out one or more screening tests within SBP premises or at its location, and perform background checks i.e. verify the education, work experience, certifications and professional references of the candidates. In case of any screening process at the firm's premises/location, nominated SBP officials may visit to oversee the process and perform subsequent audit. SBP may also require an official of the firm to visit its Head Office in case of need to understand the requirements of the position(s). In case of requirement of inter-city travel of firm's official by SBP, the firm will be paid as per mechanism defined under "Financing" section.
- SBP will review the candidate profiles and may invite the shortlisted candidates for further process.
- The firm will be responsible to manage response handling for successful and unsuccessful candidates. Communication with the candidate regarding appearing in the assessments/interviews will be performed by the ESF, unless advised otherwise by SBP.
- Salary negotiation and subsequent communication will be performed by SBP, in line with its rules. In case of selection of a candidate based on merit from the pool shared by ESF, SBP will



negotiate the salary and benefits with the candidate, and in case of agreement issue offer of appointment to the candidate.

- Subsequent to acceptance of the offer, completion of all formalities including submission of documents and medical assessment, and joining of the candidate, SBP will pay the amount to the firm's account in lieu of service fee as per mechanism defined under "Financing" section.
- The firm will ensure confidentiality and adherence to SBP guidelines, if any issued. In case of any conflict of interest in any assignment, the firm will inform SBP beforehand.
- The firm shall present summary of findings to the Human Resources Department for each drive.
- The firm will be required to maintain record of SBP recruitment drives for a period of at least five years and upon conclusion of the said term, the firm shall destroy the record under intimation to the client.

Financing:

Publication of Advertisement in newspapers/journals:

In case of requirement of publication of advertisement in newspapers/journals (local/international) by SBP, SBP will reimburse actual publication expenses to the firm against presentation of bills, which will be subject to verification.

Selection of Candidate:

The payment will be made to the on-boarded firm as per following mechanism:

- 70% of the quoted percentage of remuneration offered to selected candidate will be paid to the firm within one month from the date of joining of the candidate and 30% after a period of three months.
- Payment to shortlisted candidates regarding admissible travel expenses for interview will be made by SBP as per its rules. Similarly, if any travel need of Firm's official(s) is emerged based on the instructions of SBP, the related travelling expenses of Firm's official(s), will also be borne by SBP.

If the recruited officer leaves/ resigns/ is terminated before completing 6 months of service with SBP and any other qualifying candidate as per merit is unavailable, the firm shall share a new pool of applicants for the same position with no financial implications towards SBP. Further, in case none of the candidates from the profiles shared by the firm is selected against any position, SBP will not be liable to pay any amount to the firm.

Duration of Contract:

The selected firm will be awarded contract for a period of three years in line with relevant rules.

Litigation/Grievance Handling:

The firm shall exclusively handle all litigation pertaining to the selection process and any other act done in the course of performance of contractual duties, before any Court of law, administrative or judicial tribunal or any judicial or quasi-judicial forum. The firm shall also undertake to indemnify the client against any such litigation, complaint and claims and provide separate indemnity bond in this regard.



Appendix B

(Services and Facilities Provided by the Client)

(If any)



Appendix C

(Focal Persons)

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



Appendix D

(Breakdown of Contract Price)



(Schedule of Payments)

Publication of Advertisement in newspapers/journals:

In case of requirement of publication of advertisement in newspapers/journals (local/international) by SBP, SBP will reimburse actual publication expenses to the firm against presentation of bills, which will be subject to verification.

Selection of Candidate:

The payment will be made to the on-boarded firm as per following mechanism:

- 70% of the quoted percentage of remuneration offered to selected candidate will be paid to the firm within one month from the date of joining of the candidate and 30% after a period of three months.
- Payment to shortlisted candidates regarding admissible travel expenses for interview will be made by SBP as per its rules. Similarly, if any travel need of Firm's official(s) is emerged based on the instructions of SBP, the related travelling expenses of Firm's official(s), will also be borne by SBP.

If the recruited officer leaves/ resigns/ is terminated before completing 6 months of service with SBP and any other qualifying candidate as per merit is unavailable, the firm shall share a new pool of applicants for the same position with no financial implications towards SBP. Further, in case none of the candidates from the profiles shared by the firm is selected against any position, SBP will not be liable to pay any amount to the firm.



Appendix F

(Price Schedule)



Appendix G

(Notification of Award)



Appendix H

(Letter of Acceptance)



Over Stamp Paper

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

Guarantee No. _____

Executed on _____

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

Name of Principal (Service Provider) with address: _____

Penal Sum of Guarantee (express in words and figures) _____

Letter of Acceptance No. _____

Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Service Provider has accepted SBP BSC's above said Letter of Acceptance for the **Procurement of Services of a Firm to Conduct Executive Search for SBP**

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

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

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

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

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto



affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



(Integrity Pact)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

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

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

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

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

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

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



Non-Disclosure Agreement

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

-and-

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

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

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

1. Purpose of this Non-Disclosure Agreement

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

Confidentiality and Acknowledgement

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

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



information of any third party that may disclose such information to either party in the course of the other party's business.

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

Further, the Receiving party agrees:

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

2. Term of agreement

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

3. Remedies

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

4. Applicable laws

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

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



Appendix L

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

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

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

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

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

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

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



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

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____

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

