



REQUEST FOR PROPOSALS

Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)

Quality & Cost Based Selection Method as Per Regulation 3(B) of Procurement of Consultancy Services Regulations, 2010

(National Open Competitive Bidding)

February 2023

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PART I

Section I. Letter of Invitation

RFP No. GSD (Proc. II) /OCISO-DAP Security Review/11781/2023

for

Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)

Date: 27/02/2023

1. This Letter of Invitation follows the Request for Expression of Interest for this Project which appeared in Print Media on December 20, 2022 and websites of State Bank of Pakistan (SBP) and PPRA on December 19, 2022.
2. SBP Banking Services Corporation on behalf of State Bank of Pakistan now invites proposals to provide the following consulting services: *Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)*. More details on the services are provided in the Terms of Reference.
3. This Request for Proposals (RFP) has been addressed to the following short-listed Consultants:
 - a) **M/s Risk Associates (Pvt.) Ltd.**
4. A firm will be selected under the Quality & Cost Based Selection method as per Regulation 3 (B) of Procurement of Consultancy Services Regulations (PCSR), 2010 and procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1** - Letter of Invitation
 - Section 2** - Instructions to Consultants and **Data Sheet**
 - Section 3** - Technical Proposal FTP - Standard Forms
 - Section 4** - Financial Proposal - Standard Forms
 - Section 5** - Eligible Countries
 - Section 6** - Terms of Reference
 - Section 7** - Standard Forms of Contract (*Lump-Sum*)
6. Please submit your proposals no later **March 15, 2023, 11:00 AM (Pakistan Standard Time)** at the following address:

Joint Director

Procurement Division-II, General Services Department
4th Floor, BSC House, State Bank of Pakistan
I.I Chundrigar Road, Karachi
Tel: (021) 3311-5420/5477/5423
Email: gsd.proc2@sbp.org.pk

Yours sincerely,
(Aqsa Arshad)
Officer

A. GENERAL PROVISIONS

1. Definitions	<p>1.1. Definitions</p> <p>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>c) “Authority” means Public Procurement Regulatory Authority.</p> <p>d) “Consultant” means legally-established professional consulting firm or an entity that has been shortlisted as a result of Expression of Interest (EOI) evaluation.</p> <p>e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>f) “Day” means a calendar day.</p> <p>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>h) “ITC” means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>i) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.</p> <p>j) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>k) “LOI” means the Letter of Invitation being advertised by the Procuring Agency.</p> <p>l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is</p>
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	<p>assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>m) “Procurement Regulatory Framework” means Public Procurement Rules, 2004 and Procurement of Consultancy Services Regulations, 2010.</p> <p>n) “Procuring Agency” means the State Bank of Pakistan established under State Bank of Pakistan Act, 1956. However, on behalf of the Procuring Agency, the procurement process shall be managed by SBP Banking Services Corporation hereinafter called the “Bank” which is a fully owned subsidiary of the State Bank of Pakistan and was set up in January 2002 through SBP Banking Services Corporation Ordinance, 2001.</p> <p>o) “Proposal” means the Technical Proposal or the Financial Proposal of the Consultant.</p> <p>p) “RFP” means the Request for Proposals issued by the Procuring Agency for soliciting technical and financial proposals from the Consultant.</p> <p>q) “Services” means the activities and tasks to be performed by the Consultant pursuant to the Contract.</p> <p>r) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.</p> <p>s) “TORs” means the Terms of Reference that explain the objectives, scope of services, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1. The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal if specified in the Data Sheet.</p>

<p>3. Conflict of Interest</p>	<p>3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future services.</p> <p>3.2. The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procuring Agency.</p> <p>3.3. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p> <p>(a) <u>Conflicting Activities:</u> A Consultant that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> <p>(b) <u>Conflicting Assignments:</u> A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.</p> <p>(c) <u>Conflicting Relationships:</u> A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the 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 Procuring Agency throughout the selection process and the execution of the Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>

<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1. The Procuring Agency requires compliance with the Public Procurement laws in regard to corrupt and fraudulent practices as set forth in Rule 2(1)(f) of the Public Procurement Rules,2004 (PPR 2004). Under Rule 19 of PPR-2004, the Procuring Agency can inter alia blacklist the Consultants found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Public Procurement Regulatory Authority (PPRA).</p> <p>5.2. In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-Consultants, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.</p>
<p>6. Eligible Consultants</p>	<p>6.1. The Procuring Agency permits consultants (either individually or through Joint Venture/Sub-Consultant) as specified in Data Sheet to offer consulting services for the project.</p> <p>6.2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements.</p> <p>6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:</p> <p>(a) Sanctions: A firm or an individual declared blacklisted by the Procuring Agency/Authority shall be ineligible to participate in the procurement process or to be awarded a contract, during such period. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p> <p>(b) Prohibitions: Firms and individuals of a country may be ineligible if so indicated in Section V (Eligible Countries).</p> <p>(c) Restrictions for Public Employees: Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(iii) in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are</p>

	<p>employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>(iv) their hiring would not create a conflict of interest.</p>
B. PREPARATION OF PROPOSALS	
7. General Considerations	7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposals, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1. The Proposal, as well as all correspondence and documents relating to the Proposals exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet .
10. Documents Comprising the Proposal	10.1. The Proposal shall comprise the documents and forms listed in the Data Sheet .
11. Only One Proposal	11.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet and subject to regulatory instructions, if any.
12. Proposal Validity	<p>12.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency. To ensure the validity of proposal, it shall contain Proposal Securing declaration as a complementary proposal securing instrument having the validity twenty-eight (28) days more than the proposal validity period.</p> <p>12.2. During this period, the Consultant shall maintain its original Proposals without any change, including the availability of the Key Experts and the total price.</p> <p>12.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or</p>

	<p>was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p> <p>(a) <u>Extension of Validity Period</u></p> <p>(i) If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Proposal Securing Declaration shall also be extended in conformity with the period of extension.</p> <p>(ii) If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>(iii) The Consultant has the right to refuse to extend the validity of its Proposals in which case such Proposal will not be further evaluated.</p> <p>(b) <u>Substitution of Key Experts at Validity Extension</u></p> <p>(i) If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>(ii) If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p>
<p>13. Bid Securing Declaration</p>	<p>13.1. The Bid Securing Declaration is required to protect the Procuring Agency against the risk of Consultant’s conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with procurement regulatory framework.</p> <p>13.2. Any Proposal not accompanied by a Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p>

	<p>13.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p> <p>13.4. The Most Advantageous Consultant’s Bid Securing Declaration will be discharged upon the signing the contract with the Most Advantageous Consultant, and furnishing the Performance Guarantee.</p> <p>13.5. A Consultant shall be suspended from being eligible for participating in any future procurements with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:</p> <p>(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.3(a)(iii) or</p> <p>(b) in the case of a Most Advantageous Consultant, if the Consultant fails within the specified time limit to:</p> <p>(i) sign the contract, or</p> <p>(ii) furnish the required Performance Guarantee</p>
<p>14. Clarification and Amendment of RFP</p>	<p>14.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing/via email, to the Procuring Agency’s address indicated in the Data Sheet. The Procuring Agency will respond in writing/via email (including an explanation of the query but without identifying its source) to all Consultants.</p> <p>14.2. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing/via email. The amendment shall be directly sent to those Consultants who obtained the RFP document from the Procuring Agency. The amendment(s) will be binding on all consultants.</p> <p>(a) If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>(b) The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>15. Technical Proposal Format and Content</p>	<p>15.1. The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2. The consultants will submit the proposals by using the Standard Forms provided in Section III of the RFP.</p>

<p>16. Financial Proposal</p>	<p>16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section IV of the RFP. It must include all costs associated with the assignment. No subsequent price adjustment shall be made except to the provision given in 16.1 (a).</p> <p>(a) Taxes: The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency’s country is provided in the Data Sheet.</p> <p>(b) Currency of Proposal: The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet.</p> <p>(c) Currency of Payment: Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
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C. SUBMISSION, OPENING AND EVALUATION

<p>17. Submission, Sealing, and Marking of Proposals</p>	<p>17.1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.</p> <p>17.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5. The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “NAME OF THE ASSIGNMENT, REFERENCE NUMBER, NAME AND ADDRESS OF THE CONSULTANT”, and with a warning “DO NOT OPEN BEFORE <SUBMISSION DEADLINE>” as given in the Bid Data Sheet.</p>
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	<p>17.7. Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the NAME OF THE ASSIGNMENT, REFERENCE NUMBER, NAME AND ADDRESS OF THE CONSULTANT, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.8. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the SUBMISSION ADDRESS, RFP REFERENCE NUMBER, THE NAME OF THE ASSIGNMENT, CONSULTANT’S NAME AND THE ADDRESS, and shall be clearly marked “DO NOT OPEN BEFORE <SUBMISSION DEADLINE>”.</p> <p>17.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.10. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>17.11. Prior to the deadline for submission of Proposal, a Consultant may withdraw, substitute or modify its Proposal(s) after it has been submitted, provided that written notice is received by the Procuring Agency.</p>
<p>18. Confidentiality</p>	<p>18.1. Information relating to evaluation of Proposals and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the consultants or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>18.2. The consultant shall not disclose or attempt to make public any information relating to the RFP Documents, bidding process and award of the contract to any person or entity without the Procuring Agency’s prior written consent.</p> <p>18.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant, the Procuring Agency may reject its Proposals and/or terminate the contract.</p>
<p>19. Opening of Proposal (Technical Proposals)</p>	<p>19.1. The Procuring Agency will open all Proposals, in public, in the presence of Consultants’ or their representatives who choose to attend, on the date and at the time, specified in the Data Sheet. The Consultant’ representatives present shall sign attendance sheet.</p> <p>19.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal</p>

	<p>shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>19.3. Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>19.4. Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. The Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date.</p> <p>19.5. The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Participating Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 22 of the ITC.</p> <p>19.6. At the opening of the Technical Proposals the following shall be read out:</p> <ul style="list-style-type: none"> (a) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (b) the presence or absence of a duly sealed envelope of the Financial Proposal; (c) any modifications to the Proposal submitted prior to proposal submission deadline; and (d) any other information deemed appropriate or as indicated in the Data Sheet.
<p>20. Proposals Evaluation</p>	<p>20.1. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation</p>

	solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1. The Procuring Agency’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP , applying the evaluation criteria, sub-criteria specified in the Data Sheet . A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to comply with the evaluation criteria indicated in the Data Sheet .
22. Public Opening of Financial Proposals (Quality & Cost Based Selection)	<p>22.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing to technically responsive and compliant Consultants about the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.</p> <p>22.2. The Financial Proposals shall be opened by the Procuring Agency’s evaluation committee in the presence of the representatives of those Consultants whose proposals are technically responsive and compliant. At the opening, the names of the Consultants, and the overall technical scores shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p>
23. Correction of Errors	<p>23.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> <p>23.2. The Procuring Agency’s evaluation committee will (a) correct any computational or arithmetical errors.</p> <p>23.3. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.</p>
24. Taxes	24.1. The Procuring Agency shall evaluate the Consultant’s Financial Proposals in accordance with the instructions in the Data Sheet .
25. Final Evaluation (Quality & Cost Based Selection)	25.1. The total score will be calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be declared as highest ranked/most advantageous.
D. NEGOTIATIONS AND AWARD	

<p>26. Negotiations</p>	<p>26.1. The Procuring Agency shall hold negotiations, if specified in the Data Sheet, with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>26.2. The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant’s authorized representative.</p> <p>(a) <u>Availability of Key Experts</u></p> <p>(i) The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>(ii) Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> <p>(b) <u>Technical negotiations</u></p> <p>(i) The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p> <p>(c) <u>Financial Negotiations</u></p> <p>(i) There shall be no financial negotiations, however, it may include only the clarification of the Consultant’s tax liability and how it should be reflected in the Contract.</p>
<p>27. Conclusion of Negotiations</p>	<p>27.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant’s authorized representative.</p> <p>27.2. If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to</p>

	<p>negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.</p>
<p>28. Award of Contract</p>	<p>28.1. Subject to ITC 26, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:</p> <ul style="list-style-type: none"> (a) eligible in accordance with the provisions of ITC 6; (b) is determined to be qualified to perform the Contract satisfactorily; and (c) Successful negotiations have been concluded, if any.
<p>29. Grievance Redressal Mechanism</p>	<p>29.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>29.2. Before the bid submission deadline, any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the RFP Documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC.</p> <p>29.3. Any Consultant feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five (05) days after issuance of final evaluation report.</p> <p>29.4. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>29.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation report.</p> <p>29.6. The GRC shall investigate and decide upon the complaint within ten (10) days of its receipt.</p> <p>29.7. Any Consultant or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in Redressal of Grievances Regulations, 2021.</p> <p>29.8. The Appellate Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>29.9. The Appellate Committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p>

	<p>29.10. The Appellate Committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>29.11. The decision of the Appellate Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>
<p>30. Blacklisting</p>	<p>30.1. The Procuring Agency shall bar, for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, the Consultant who either:</p> <ul style="list-style-type: none"> (a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004; (b) Fails to perform his contractual obligations; and (c) Fails to abide by the Proposal securing declaration; <p>30.2. The show cause notice shall contain: (a) precise allegation, against the Consultant; (b) the maximum period for which the Procuring Agency proposes to debar the Consultant from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the Consultant from participating in public procurements of all the procuring agencies.</p> <p>30.3. The procuring agency shall give minimum of seven (07) days to the Consultant for submission of written reply of the show cause notice.</p> <p>30.4. In case, the Consultant fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the Consultant/authorize representative of the Consultant and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>30.5. In case the Consultant submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the Consultant for personal hearing.</p> <p>30.6. The Procuring Agency shall give minimum of seven (07) days to the Consultant for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the Consultant, if availed.</p> <p>30.7. The procuring Agency shall decide the matter within fifteen (15) days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.</p> <p>30.8. The Procuring Agency shall communicate to the Consultant the order of debarring the Consultant from participating in any public procurement with a statement that the Consultant may, within</p>

	<p>thirty (30) days, prefer a representation against the order before the Authority.</p> <p>30.9. Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective consultant(s) in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.</p> <p>30.10. The Consultant may file the review petition before the Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with Regulations for “Procedure for Filing & Disposal of Review Petition under Rule 19(3)”, 2021 . The Committee shall evaluate the case and decide within ninety (90) days of filing of review petition.</p> <p>30.11. The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>30.12. The Authority on the basis of decision made by the committee either may debar a Consultant from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the Consultant from the allegations. The decision of the Authority shall be final.</p>
<p>31. Performance Guarantee</p>	<p>31.1. The Most Advantageous Consultant shall provide Performance Guarantee to the Client no later than twenty eight (28) days from the date of Notification of Award. The Performance Guarantee shall be issued in an amount and form by a Commercial Bank acceptable to the Client and denominated in the currency in which the Contract Price is payable.</p>
<p>32. Applicable law</p>	<p>32.1. This RFP is issued as per the Public Procurement Rules 2004 and Procurement of Consultancy Services Regulations, 2010.</p>

Section III. Data Sheet

ITC	Description
2.1	<p>Name of the Procuring Agency: <i>State Bank of Pakistan</i> <i>(SBP Banking Services Corporation shall conduct the procurement process on behalf of the State Bank of Pakistan)</i></p> <p>Method of selection: <i>Quality & Cost Based Selection Method as Per Regulation 3(B) of Procurement of Consultancy Services Regulations, 2010</i></p> <p>Technical and Financial Proposals are to be submitted in separate envelopes (each) as per the <i>Single Two Envelope Bidding Procedure</i></p> <p>The name of the assignment is: <i>Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform).</i></p>
2.2	<p>A Pre-proposal Conference will be held: Yes,</p> <p>The meeting shall be held online on March 3, 2023, 11:00 AM (PST) via Zoom Meeting Application. Consultants are encouraged to attend the meeting. The meeting details are given below;</p> <ul style="list-style-type: none"> • Join Zoom Meeting: https://us04web.zoom.us/j/3786355343?pwd=T09TQTF0WHVIMINkOE1UOXBWS0Jvdz09#su • Meeting ID: 378 635 5343 • Passcode: sunnydays <p>In case of any related queries, please drop an email at gsd.proc2@sbp.org.pk</p>
6.3 (a)	<p>A list of debarred firms and individuals is available at the PPRA website: ppra.org.pk Black List Firm of Pakistan</p>
9.1	<ul style="list-style-type: none"> • The language of the Bid is English/Urdu • All correspondence shall be in English/Urdu • The language for translation of supporting documents and printed literature is English.
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal Standard Forms (Section III)</p> <ol style="list-style-type: none"> (1) Form A: Power of Attorney (2) TECH-1: Technical Proposal Submission Form (3) TECH-2 (A&B): Consultant’s Organization and Experience (4) TECH-3 (A&B): Comments and Suggestions (5) TECH-4: Description of Approach, Methodology and Work Plan (6) TECH-5: Curriculum Vitae (7) TECH-6: Bid Securing Declaration (8) TECH-7: Beneficial Ownership Form (9) TECH-8: Technical Compliance Form, And (10) Supporting Documents against 21.1 of Data Sheet (Technical Evaluation Criteria) <p>2nd Inner Envelope with the Financial Proposal Standard Forms (Section IV of RFP)</p> <ol style="list-style-type: none"> (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Price Schedule

ITC	Description
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal: Not Allowed
12.1	Proposals shall be valid until <u>One Hundred Eighty (180) days from the Proposal submission deadline.</u>
14.1	<p>Clarifications may be requested no later than Seven (07) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Joint Director, Procurement Division II General Services Department (GSD) BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: +92-21-3311-5420/5477/5423 gsd.proc2@sbp.org.pk</p>
16.1 (a)	<p>Information on the Consultant's tax obligations can be found at the websites of relevant revenue authorities as FBR, SRB, etc.</p> <p>The contract amount is "NOT" subject to price adjustment. However, any subsequent legislation enacted, change in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts contract price would be equally accounted for by both the parties i.e. in case of increase or decrease in the rate of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p>
16.1 (b)	The Financial Proposal shall be stated in PKR only
17.1	The Consultants shall NOT have the option of submitting their Proposals electronically.
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and One copy;</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.8	<p>The Proposals must be submitted no later than: March 15, 2023, 11:00 AM (PKT). The Proposal submission address is:</p> <p style="text-align: center;">Joint Director, Procurement Division II General Services Department (GSD) BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: +92-21-3311-5420/5477/5423 gsd.proc2@sbp.org.pk</p>
19.5	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at:</p> <p style="text-align: center;">Learning & Resource Center/Heritage Meeting Room, State Bank of Pakistan, I.I. Chundrigar Road, Karachi</p>

ITC	Description																										
	Date & Time of Proposal Opening: March 15, 2023, 11:30 AM (PKT)																										
19.6 (d)	In addition, the following information will be read aloud at the opening of the Technical Proposals Applicable.																										
21.1	<p>Technical Evaluation Criteria</p> <table border="1" data-bbox="370 478 1593 1948"> <thead> <tr> <th data-bbox="370 478 979 541">Description</th> <th data-bbox="979 478 1182 541">Max. Marks</th> <th data-bbox="1182 478 1593 541">Means of Verification</th> </tr> </thead> <tbody> <tr> <td data-bbox="370 541 979 642">I. Experience of Firm(s) (05 marks on 01 completed assignment)</td> <td data-bbox="979 541 1182 642">25</td> <td data-bbox="1182 541 1593 642"></td> </tr> <tr> <td data-bbox="370 642 979 982"> a. Experience of firm(s) in conducting security review /risk assessment of business or banking or internet or online application(s) or similar assignments in Financial industry or other organization 1 Assignment = 05 Points Maximum = 25 Points </td> <td data-bbox="979 642 1182 982">25</td> <td data-bbox="1182 642 1593 982">Verifiable evidence such as; copy of contract/ engagement letter / Purchase Order / Work Order / Project Completion Certificate / other comparable documentary proof from the client where this assignment is performed.</td> </tr> <tr> <td data-bbox="370 982 979 1045">II. Work Plan & Methodology</td> <td data-bbox="979 982 1182 1045">10</td> <td data-bbox="1182 982 1593 1045"></td> </tr> <tr> <td data-bbox="370 1045 979 1392"> a. Work Plan and Security Assessment Methodology: Excellent=09-10; Good=07-08; Satisfactory=04-06; Ambiguous/Unclear=01-03; Unsatisfactory/Poor=0 </td> <td data-bbox="979 1045 1182 1392">10</td> <td data-bbox="1182 1045 1593 1392">Complete details of Consultant's project work plan, assessment methodology, description of each phase of the project , duration, milestones and expected deliverables etc.</td> </tr> <tr> <td data-bbox="370 1392 979 1493">III. Project Professional Team (Evaluation is based on 03 members team)</td> <td data-bbox="979 1392 1182 1493">65</td> <td data-bbox="1182 1392 1593 1493"></td> </tr> <tr> <td data-bbox="370 1493 979 1539">III.A: Project Lead</td> <td data-bbox="979 1493 1182 1539">25</td> <td data-bbox="1182 1493 1593 1539"></td> </tr> <tr> <td data-bbox="370 1539 979 1948"> a. Educational Qualification in Engineering/ Computer Science/ Information Security or other equivalent qualification: PhD/ Masters (At-least 18 years of education or above) = 04 points Bachelors (At-least 16 years of education) = 03 points </td> <td data-bbox="979 1539 1182 1948">04</td> <td data-bbox="1182 1539 1593 1948">Detailed CV on firm(s) letterhead including copies of degree, certificates or supporting educational document.</td> </tr> </tbody> </table>			Description	Max. Marks	Means of Verification	I. Experience of Firm(s) (05 marks on 01 completed assignment)	25		a. Experience of firm(s) in conducting security review /risk assessment of business or banking or internet or online application(s) or similar assignments in Financial industry or other organization 1 Assignment = 05 Points Maximum = 25 Points	25	Verifiable evidence such as; copy of contract/ engagement letter / Purchase Order / Work Order / Project Completion Certificate / other comparable documentary proof from the client where this assignment is performed.	II. Work Plan & Methodology	10		a. Work Plan and Security Assessment Methodology: Excellent=09-10; Good=07-08; Satisfactory=04-06; Ambiguous/Unclear=01-03; Unsatisfactory/Poor=0	10	Complete details of Consultant's project work plan, assessment methodology, description of each phase of the project , duration, milestones and expected deliverables etc.	III. Project Professional Team (Evaluation is based on 03 members team)	65		III.A: Project Lead	25		a. Educational Qualification in Engineering/ Computer Science/ Information Security or other equivalent qualification: PhD/ Masters (At-least 18 years of education or above) = 04 points Bachelors (At-least 16 years of education) = 03 points	04	Detailed CV on firm(s) letterhead including copies of degree, certificates or supporting educational document.
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ITC	Description			
		Diploma (At-least 14 years of education) = 02 Points Below = 0		
	b.	Relevant International Security Certifications CISSP=02, CREST=02, OSCP=02, CISM=02, CRISC=02, CISA=02, CEH=02, Other=02 Maximum = 06 Points	06	Evidence/copy of valid certification
	c.	No. of completed security review/risk assessment/penetration testing assignments of business or banking or internet or online application(s) or similar assignments in Financial industry or other organization. 01 Assignment = 02 points Maximum = 10 Points	10	Details on firm(s) letter head mentioning the nature of assignment along with role / exercises / activities performed for each assignment
	d.	Years of experience in conducting security review/ risk assessment/penetration testing assignments of business or banking or internet or online application(s) or similar assignments in Financial industry or other organization 01 year of experience = 01 point Maximum = 05 Points	05	Details on firm(s) letter head mentioning roles and responsibilities / activities performed on completed similar nature of projects by the project lead
	III.B: Project Member - 1		20	
	a.	Educational Qualification in Engineering/ Computer Science/ Information Security or other equivalent qualification: PhD/ Masters (At-least 18 years of education or above) = 04 points	04	Detailed CV on firm(s) letterhead including copies of degree, certificates or supporting educational document.

ITC	Description			
		Bachelors (At-least 16 years of education) = 03 points Diploma (At-least 14 years of education) = 02 Points Below = 0		
	b.	Relevant International Security Certifications CISSP=02, CREST=02, OSCP=02, CISM=02, CRISC=02, CISA=02, CEH=02, Other=02 Maximum = 06 Points	06	Evidence/copy of valid certification
	c.	No. of completed security review/risk assessment/penetration testing assignments of business or banking or internet or online application(s) or similar assignments in Financial industry or other organization. 01 Assignment = 02 points Maximum = 10 Points	10	Details on firm(s) letter head mentioning the nature of assignment along with role / exercises / activities performed for each assignment
	III.C: Project Member - 2		20	
	a.	Educational Qualification in Engineering/ Computer Science/ Information Security or other equivalent qualification: PhD/ Masters (At-least 18 years of education or above) = 04 points Bachelors (At-least 16 years of education) = 03 points Diploma (At-least 14 years of education) = 02 Points Below = 0	04	Detailed CV on firm(s) letterhead including copies of degree, certificates or supporting educational document.

ITC	Description			
	<p>b.</p>	<p>Relevant International Security Certifications</p> <p>CISSP=02, CREST=02, OSCP=02, CISM=02, CRISC=02, CISA=02, CEH=02, Other=02</p> <p>Maximum = 06 Points</p>	<p>06</p>	<p>Evidence/copy of valid Certification</p>
	<p>c.</p>	<p>No. of completed security review/risk assessment/penetration testing assignments of business or banking or internet or online application(s) or similar assignments in Financial industry or other organization.</p> <p>01 Assignment = 02 points</p> <p>Maximum = 10 Points</p>	<p>10</p>	<p>Details on firm(s) letter head mentioning the nature of assignment along with role / exercises / activities performed for each assignment</p>
	TOTAL		100	
	<p>Note:</p> <p>i. Minimum passing score to qualify for financial stage are 80 in technical criteria.</p> <p>ii. Weightage of the Technical & Financial Proposals shall be in the ratio of 70:30, respectively.</p>			
<p>22.1</p>	<p>An online option of the opening of the Financial Proposals is offered: No</p>			
<p>24.1</p>	<p>For the purpose of the evaluation, the Procuring Agency will exclude:</p> <p>(a) all local identifiable indirect taxes such as sales tax, or similar taxes levied on the contract's invoices.</p> <p>If a Contract is awarded all such taxes will be added to the Contract amount as a separate line.</p>			
<p>25.1</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <ul style="list-style-type: none"> • T = 70, and • P = 30 <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as follows</p> <p>S = St x T% + Sf x P%.</p>			

ITC	Description
31.1	Performance Guarantee @5% of the total contract cost in the shape of a Pay Order/Bank Draft or an conditional Bank Guarantee. In case of Bank Guarantee, it must remain valid 28 days beyond the contract's end date.

Section III. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS FOR TECHNICAL PROPOSAL

Form	Description	Page Limit
Form A	Power of Attorney	
TECH-1	Technical Proposal Submission Form	
TECH-2	Consultant's Organization and Experience	
	TECH-2A: Consultant's Organization	
	TECH-2B: Consultant's Experience	
TECH-3	Comments and Suggestions	
	TECH-3A: On the Terms of Reference	
	TECH-3B: On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan	
TECH-5	Curriculum Vitae (CV)	
TECH-6	Bid Securing Declaration	
TECH-7	Beneficial Ownership Form	
TECH-8	Technical Compliance Form	
-	Supporting Documents against 21.1 of Data Sheet	

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

FORM A: POWER OF ATTORNEY

(On Official Letterhead)

RFP No: RFP No. GSD (Proc. II) /OCISO-DAP Security Review/11781/2023

Title: Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)

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 Consultant: _____

Date: _____

(On Official Letterhead)

To:

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

Dear Sir,

We, the undersigned, offer to provide the consulting services for ***Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)*** in accordance with your Request for Proposals dated **27/02/2023** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope:

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us in accordance with **ITC 12.1**.
- (c) We have no conflict of interest in accordance with **ITC 3**.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.
- (e) We accept that the substitution of Key Experts for reasons other than those stated in **ITC Clause 12** may lead to the rejection of our proposal/termination of Contract.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations, if any.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than **twenty eighty (28) days** from the date of signing of the contract.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed previously.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Procuring Agency & Country of Assignment	Approx. Contract value (PKR)	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., PKR0.2 mil/PKR 0.2 mil}	{e.g., sole Consultant}

FORM TECH-3: COMMENTS AND SUGGESTIONS

Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks ***Note to Procuring Agency: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high***: “(including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5: CURRICULUM VITAE

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert	{Insert full name}
Date of Birth	{day/month/year}
Country of Citizenship/Residence	

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

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.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

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.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date
Representative of the Consultant
(the same who signs the Proposal)

Signature

FORM TECH-6: BID SECURING DECLARATION

RFP No: RFP No. GSD (Proc. II) /OCISO-DAP Security Review/11781/2023
Title: Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)

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, Proposals 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 Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal 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 **RFP** Documents.

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

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

In the capacity of *[insert legal capacity of person signing the Proposal 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 TECH-7: BENEFICIAL OWNERSHIP FORM

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 Consultant: *[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 TECH-8: TECHNICAL COMPLIANCE FORM

Sr.#	Description	Consultant's Response (Yes/No)
1.	All the requirements mentioned in Section VI "Terms of Reference"	
2.	All the stated Terms and Conditions of the Contract.	

Seal and Signature of Consultant: _____

***Note:** The Financial Proposal of the only technically accepted bids will be opened and the bid found to be the Most Advantageous (highest ranked based on combined technical and financial score) shall be accepted and will be awarded the contract*

Section IV. Financial Proposal - Standard Forms

FIN-1 Financial Proposal Submission Form
FIN-2 Price Schedule

To:

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

Dear Sir,

We, the undersigned, offer to provide the consulting services for ***Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)*** in accordance with your Request for Proposals and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Insert amount(s) in words and figures}, *“inclusive” of all indirect local taxes in accordance with **Clause 25.1** in the **Data Sheet**.* The amount of local indirect taxes is {Insert currency} {Insert amount in words and figures}. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us in accordance with **ITC 12.1**.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.
 We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
 Name and Title of Signatory: _____
 In the capacity of: _____
 Address: _____
 E-mail: _____
 Date: _____

FORM FIN-2 PRICE SCHEDULE

Name of Consultant: _____

Title: Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)

Reference No: RFP No. GSD (Proc. II) /OCISO-DAP Security Review/11781/2023

Description of Services	Consultancy Charges (Rs.)	Applicable Sales Tax (Rs.)	Total Amount (Rs.) <i>(Inclusive of Applicable Taxes)</i>
Complete consultancy services as mentioned in TORs			

Notes:

1. Direct taxes will be the consultant's responsibility, and the client will not reimburse the direct taxes and will be deducted at source from the invoice as per applicable rate/law.
2. Applicable sales tax on services shall be paid at the rate prevailing at the time of services provided by the Consultant. Payments shall be subject to withholding income tax and services sales tax at prevailing rates at the time of payment.
3. The Client will provide no additional cost (whatsoever nature) other than the services obtained against the above price schedule.
4. Payments will be made in PKR only.
5. Payment shall be made against satisfactory completion of each milestone.

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Date: _____

Section V. Eligible Countries

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

Section VI. Terms of Reference

1. Objective

An independent cybersecurity risk assessment/ analysis of business applications for identification of security vulnerabilities & control weaknesses and provide appropriate recommendations to remediate/ mitigate identified risks to further improve the overall cyber security posture.

2. Scope of Assignment

Data Warehouse (DWH) System / DAP Platform of the Bank, comprised of multiple IT systems with associated network components as given below.

Count of Systems:

- a. No. of Application Servers: 07 approx.
- b. No. of Database Servers: 05 approx.
- c. No. of Operating Systems: 15 approx.
- d. No. of Applications: 05 sample Apps approx.
- e. Network Components: N/W Firewalls (04), IDS/IPS (1) & VPN Client

3. Requirement for Security Assessment

3.1. The Consultant at minimum shall objectively review the following domains in order to evaluate the current security posture and provide domain wise issues along with security recommendations respectively.

- a) Application hosting and architecture
- b) Interfaces and integration with other applications
- c) Privileged and Standard Users Account Management
- d) Authentication, Authorization and Access Management
- e) Custom Application Development and Application change management process
- f) Configuration security assessment of application & its underlying Operating System
- g) Configuration security assessment of database & its underlying Operating System
- h) Configuration security assessment of network components including Firewalls, IDS/IPS, NAC, VPN and MFA setups.
- i) File & Data Integrity and Security Controls
- j) Data and system classification
- k) Auditing, Logging and Monitoring
- l) System & Data Backup Management
- m) Business continuity and disaster recovery
- n) Software Vulnerability & Patch Management
- o) Cryptographic Keys & Digital Certificates Management
- p) Software Quality Assurance (SQA) process review
- q) Documentation (Policy, SOPs & user manual etc.)
- r) Any other area the Consultant considers important or requested by the client during engagement.

3.2. Vulnerability Assessment and Penetration Testing (Tools Based Activity)

The Consultant will perform the following activities on the application environment provided by the client of each in-scope system at Bank's premises:

- a. Vulnerability assessment of application on production or equivalent environment.
- b. Penetration testing (Grey box) of application on production or equivalent environment.

4. Work plan and Methodology

- a) The Consultant will adopt a systematic and structural approach during this engagement in order to discover all possible systems and their associated components subject to the defined rules of engagement for identifying vulnerabilities and associated risks.
- b) The Consultant will provide outlines of the plan for the main activities / tasks of the assignment, their content and duration, phasing and milestones (including any interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

5. Work Requirement

- a) During engagement, the Consultant will ensure complete privacy of the client's information. Data and any information related to the client and its IT systems will not be allowed to leave client's premises in any form.
- b) Security Assessment and Penetration testing should be performed in an appropriate manner to avoid potential impacts on the operations or security of the business applications.
- c) Entire security assessments will be performed onsite i.e. at Client's physical premises at its Karachi office.
- d) Licensing of any proprietary security tool will be the responsibility of the Consultant. The execution of any security tool/script on the client's network or any associated component will require client's prior review and approval.
- e) Use of any pirated, cracked, unlicensed software, tool or script will not be allowed.
- f) The actual information related to IP addresses and other required information will be shared with the successful consultant only.

6. Project Completion Timeline

- a) Client expects that entire project should be completed within **16 calendar weeks** or early starting from the date of commencement of contract agreement.
- b) Any change in the project completion timeline will be subject to the justifications provided by the Consultant under the normal working circumstances and its acceptance by the client.

7. Project Deliverables

Following two reports in accordance to section 3.1 and 3.2 should be delivered:

- a. Vulnerability Assessment & Penetration Testing Report
- b. Security Assessment Report

Further, each report should include all the requirements for security assessment as mentioned in section 3.1 and 3.2 but not limited to, the following information.

- a. Executive Summary
- b. Brief on work plan and methodology
- c. Scope description
- d. Overview of existing environment
- e. Findings (analysis of risk, impact and its rating inline to Bank's Enterprise Risk Management (ERM) framework)
- f. Recommendation for remediation (with literature references where applicable)

Note:

- *All reports will be treated as "Confidential" and will be provided to authorized person of the client only. Initial report marked as DRAFT will be provided in electronic format for review of the client. The client's authorized person will review the draft in line with project scope and will assess whether the report covers all aspects of the scope as provided in terms of reference. The client will also review the completeness and quality of the report in terms of its contents, references and supporting documents.*
- *After fulfilling the requirements/gaps specified by the client, if any, the Consultant would submit final copy of the reports to the client's authorized person for acceptance.*

8. Non-Disclosure Agreement

- a) The Consultant must ensure complete confidentiality of the client's information. All information obtained during this engagement by the Consultant and its affiliates will be subject to non-disclosure for lifetime. The client, after completion of the assignment may request the Consultant to destroy/delete all the information obtained during the assignment.
- b) The Consultant will sign a non-disclosure agreement (NDA) with the client for which the client will provide draft copy of the NDA for signing off.
- c) The Consultant must ensure secure disposal of client's information including reports and supporting information after completion of engagement.

PART II

Section VII – Standard Forms of Contract

RFP No. GSD (Proc. II) /OCISO-DAP Security Review/11781/2023



Contract for Consulting Services

Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)

Between

State Bank of Pakistan

And

(Name of the Highest Ranked Consultant)

Dated: _____

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of [month], [year], between the **State Bank of Pakistan** (hereinafter called the "Client") having its registered office I.I. Chundrigar Road, Karachi.

AND

(Name of the Highest Ranked Consultant) (hereinafter called the "Consultant") having its registered office _____ (address) _____.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "**Services**");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A:** Terms of Reference
 - Appendix B:** Key Experts
 - Appendix C:** Contract Price
 - Appendix D:** Payment Schedule
 - Appendix E:** Notification of Award
 - Appendix F:** Acceptance Letter
 - Appendix G:** Integrity Pact
 - Appendix H:** Non-Disclosure Agreement (NDA)
 - Appendix I:** Form of Performance Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including all Appendices.

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

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

For and on behalf of the State Bank of Pakistan	For and on behalf of (Name of the Highest Ranked Consultant)
Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>	Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

General Conditions of the Contract

A. General Provisions

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Authority”** means Public Procurement Regulatory Authority.
- (c) **“Client”** means:- **State Bank of Pakistan**
- (d) **“Consultant’s Personnel”** means personnel whom the Consultant utilizes in the execution of its contract, including the staff, labor and other employees of the Consultant and each sub-consultant; and any other personnel assisting the Consultant in the execution of the contract to be supervised by the Consultant (if applicable).
- (e) **“Consultant”** means **(Name of the Highest Ranked Consultant)**
- (f) **“Contract”** means an agreement enforceable by law;
- (g) **“Day”** means calendar day unless indicated otherwise.
- (h) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to **Clause GCC 11**.
- (i) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) **“GCC”** means the General Conditions of Contract.
- (k) **“Government”** means the Government of Pakistan.
- (l) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (m) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (n) **“Local Currency”** means the currency of Pakistan
- (o) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

	<p>(p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(r) “Services” means the activities and tasks to be performed by the Consultant pursuant to the Contract.</p> <p>(s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
4. Language	4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise stated in the SCC . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client’s country or elsewhere, as the Client may approve.

8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. 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 Consultant may be taken or executed by the officials specified in the SCC .
10. Fraud and Corruption	<p>10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Consultants under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>10.2. The Consultant shall permit and shall cause their agents (whether declared or not), sub-consultants, service providers, suppliers, and their personnel, to permit the Client to inspect all accounts, records and other documents relating to any, Proposal submission, Contract performance and to have them audited by auditors appointed by the Client.</p> <p>10.3. Any communications between the Consultant and the Client related to matters of alleged corrupt and fraudulent practices must be made in writing/via email that provide record of the content of communication.</p> <p>10.4. Client will terminate the contract and may blacklist the Consultant under Rule 19 of PPR-2004 if it is established that the Consultant was engaged in corrupt and fraudulent practices in competing for the contract.</p>
B. Commencement, Completion, Modification and Termination of Contract	
11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the signing date or as specified in the SCC (to be called as effective date).
12. Commencement of Services	12.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC .
13. Expiration of Contract	13.1. Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
14. Entire Contract	14.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
15. Modifications or Variations	15.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to

	<p>any proposals for modification or variation made by the other Party.</p> <p>15.2. In cases of any modifications or variations, the prior written consent of the Client is required.</p>
16. Force Majeure	
a) Definition	<p>16.1. For the purposes of this Contract, "Force Majeure" means an unforeseeable event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>16.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>16.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b) No Breach of Contract	<p>16.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
c) Measures to be Taken	<p>16.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>16.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>16.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>

	<p>16.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>16.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 38.</p>
<p>17.Suspension</p>	<p>17.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.</p>
<p>18.Termination</p>	<p>18.1. This Contract may be terminated by either Party as per provisions set up below:</p>
<p>a) By the Client</p>	<p>18.1.1. Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17; b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

	<p>c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 38.</p> <p>d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;</p> <p>e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 12.</p> <p>18.1.2. If the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Consultant, terminate the Contract.</p>
<p>b) By the Consultant</p>	<p>18.1.3. The Consultant may terminate this Contract, by not less than sixty (60) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 38 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.</p> <p>b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 38.</p> <p>d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
<p>c) Cessation of Rights and Obligations</p>	<p>18.1.4. Upon termination of this Contract pursuant to Clause GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 21, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause</p>

	GCC 24 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
d) Cessation of Services	18.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or 18b , the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 25 or GCC 26 .
e) Payment upon Termination	18.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant: <ul style="list-style-type: none"> a) payment for Services satisfactorily performed prior to the effective date of termination, and pursuant to Clause 35; b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 18.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.
C. Obligations of the Consultant	
19. General	<p>19.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>19.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>19.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client.</p> <p>19.4. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p>
20. Conflict of Interests	20.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid

	conflict with other assignments or their own corporate interests.
a) Consultant Not to Benefit from Commissions, Discounts, etc.	<p>20.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 34 through 37) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 20.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>20.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
b) Consultant and Affiliates Not to Engage in Certain Activities	<p>20.1.3. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
c) Prohibition of Conflicting Activities	<p>20.1.4. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
d) Strict Duty to Disclose Conflicting Activities	<p>20.1.5. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
21. Confidentiality	<p>21.1. Information relating to evaluation of Proposals and recommendations concerning to award of the contract shall not be disclosed by the Client to the Consultants 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 Consultant shall not disclose or attempt to make public any information relating to the RFP Documents, bidding process and award of the contract to any person or entity without the Client'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 Consultant, the Client may reject its Proposal and/or terminate the contract.</p>
22. Liability of the Consultant	<p>22.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p> <p>22.2. With respect to Professional Liability of the Consultant, Regulation 11 of Procurement of Consultancy Services Regulations -2010 (PCSR- 2010) would be applicable. However, to the extent of the liability under Regulation 11(1) of PCSR-2010 would be twice of the total contract's value.</p>
23. Insurance to be Taken out by the Consultant	<p>23.1. The Consultant (i) may take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost, insurance against the risks and (ii) at the Client's request, shall provide evidence to the Client showing that if any such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>
24. Accounting, Inspection and Auditing	<p>24.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant changes.</p> <p>24.2. The Consultant shall permit and shall cause its agents (where declared or not), sub-consultants, service providers, suppliers, and personnel, to permit, the Client to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's or its sub-consultant's acts intended to materially impede the exercise of the Client's inspection and audit rights shall constitute a prohibited practice that may lead to contract termination.</p>
25. Reporting Obligations	<p>25.1. The Consultant shall submit to the Client the reports and documents, in the form, in the numbers and within the time periods as specified in Appendix A.</p>
26. Proprietary Rights of the Client in Reports and Records	<p>26.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract,</p>

	<p>deliver all such documents to the Client, together with a detailed inventory thereof.</p> <p>26.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
27.Code of Ethics	27.1. The Consultant and its sub-consultants are bound to follow the Code of Ethics issued by the Client or Public Procurement Regulatory Authority.
D. Consultant's Experts and Sub-Consultants	
28.Description of Key Experts	28.1. The detail of Key Experts is given in Appendix B .
29.Replacement of Key Experts	<p>29.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>29.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
30.Removal of Experts	<p>30.1. If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that a Consultant's Expert has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>30.2. In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>30.3. Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>30.4. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
E. Obligations of the Client	
31.Assistance to the Consultant	31.1. Unless otherwise specified in the SCC , the Client shall use its best efforts to:

	<p>a) Assist the Consultant by providing requisite information / documents as shall be necessary to enable the Consultant to perform the Services.</p> <p>b) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
32. Change in the Applicable Law Related to Taxes and Duties	32.1. If, after the date of this Contract, there is any change in the applicable laws of Pakistan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the contract price shall be adjusted accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price specified in Clause GCC 34.1 .
33. Payment Obligation	33.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.
F. Payments to the Consultant	
34. Contract Price	<p>34.1. The Contract price is fixed and is set forth in the SCC.</p> <p>34.2. Any change to the Contract price specified in Clause 34.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 15 and have amended in writing the Terms of Reference in Appendix A.</p>
35. Taxes and Duties	<p>35.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>35.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
36. Currency of Payment	36.1. Any payment under this Contract shall be made in the currency specified in the SCC .
37. Mode of Billing and Payment	<p>37.1. Billings and payments in respect of the Services shall be made as follows:</p> <p>37.2. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 34.1.</p> <p>37.3. The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A or as mentioned in SCC. The payments will be made according to the payment schedule stated in the SCC.</p> <p>37.4. The Lump-Sum Installment Payments. The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to</p>

	<p>the Consultant within the same thirty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>37.5. All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>37.6. With the exception of the final payment, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.</p>
G. Settlement of Disputes	
38. Amicable Settlement	<p>38.1. In case of any dispute arises between the client and consultant (hereinafter referred to as parties) in connection with or arising out of the contract, the dispute shall be resolved amicably by the parties.</p> <p>38.2. In case if the parties fail to resolve the dispute amicably, such dispute shall be resolved through Arbitration in accordance with Arbitration Act 1940.</p> <p>38.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Client shall pay the Consultant any monies due the Consultant.</p>
H. Performance Guarantee	
39. Performance Guarantee	<p>39.1. The Most Advantageous Consultant shall provide Performance Guarantee to the Client no later than twenty eight (28) days from the date of Notification of Award. The Performance Guarantee shall be issued in an amount and form by a Commercial Bank acceptable to the Client and denominated in the currency in which the Contract Price is payable.</p>

Special Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of the Contract
1.1(a) and 3.1	The Contract shall be construed in accordance with the laws of the Islamic Republic of Pakistan.
4.1	The language is: Urdu/English
6.1 and 6.2	<p>The addresses are:</p> <p>Client :</p> <p style="text-align: center;">Attention : E-mail (where permitted):</p> <p>Consultant :</p> <p style="text-align: center;">Attention : E-mail (where permitted) :</p>
8.1	Joint Venture is Not Applicable.
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i></p> <p>For the Consultant: <i>[name, title]</i></p>
11.1	The contract will be effective from the date of signing of contract.
12.1	<p>Commencement of Services: <u>Fifteen (15) days</u> from the date of the signing of the contract.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
13.1	Expiration of Contract: <u>dd-mm-yyyy</u>
34.1 & 34.2	<p>The contract price is: _____</p> <p>The contract amount "is not" subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client as per instructions of the relevant revenue authority like. FBR, SRB, etc.</p>

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of the Contract																																												
36.1	The currency of payment shall be PKR .																																												
37.3	<p>The currency of payment shall be PKR. The payments will be made according to the following payment schedule:</p> <table border="1" data-bbox="358 411 1377 695"> <thead> <tr> <th data-bbox="358 411 922 447">Payment Criteria</th> <th data-bbox="922 411 1377 447">Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="358 447 922 483">Advance</td> <td data-bbox="922 447 1377 483">Nil</td> </tr> <tr> <td data-bbox="358 483 922 518">Submission of draft VA & PT Report</td> <td data-bbox="922 483 1377 518">10 %</td> </tr> <tr> <td data-bbox="358 518 922 554">Submission of final VA & PT Report</td> <td data-bbox="922 518 1377 554">20 %</td> </tr> <tr> <td data-bbox="358 554 922 623">Submission of draft Security Assessment Report</td> <td data-bbox="922 554 1377 623">30 %</td> </tr> <tr> <td data-bbox="358 623 922 695">Submission of final Security Assessment Report</td> <td data-bbox="922 623 1377 695">40 %</td> </tr> </tbody> </table> <p>Note: Amount is percentage (%) of lump sum contract agreement price and all the payments shall be subject to verification of deliverables by an authorized official(s) of SBP.</p>	Payment Criteria	Amount	Advance	Nil	Submission of draft VA & PT Report	10 %	Submission of final VA & PT Report	20 %	Submission of draft Security Assessment Report	30 %	Submission of final Security Assessment Report	40 %																																
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37.5	<p>Following account detail to be provided;</p> <table border="1" data-bbox="329 961 1398 1035"> <tbody> <tr> <td data-bbox="329 961 537 997">Account Title</td> <td colspan="15" data-bbox="537 961 1398 997"></td> </tr> <tr> <td data-bbox="329 997 537 1035">IBAN</td> <td data-bbox="537 997 570 1035"></td> <td data-bbox="570 997 602 1035"></td> <td data-bbox="602 997 634 1035"></td> <td data-bbox="634 997 667 1035"></td> <td data-bbox="667 997 699 1035"></td> <td data-bbox="699 997 732 1035"></td> <td data-bbox="732 997 764 1035"></td> <td data-bbox="764 997 797 1035"></td> <td data-bbox="797 997 829 1035"></td> <td data-bbox="829 997 862 1035"></td> <td data-bbox="862 997 894 1035"></td> <td data-bbox="894 997 927 1035"></td> <td data-bbox="927 997 959 1035"></td> <td data-bbox="959 997 992 1035"></td> <td data-bbox="992 997 1024 1035"></td> <td data-bbox="1024 997 1057 1035"></td> <td data-bbox="1057 997 1089 1035"></td> <td data-bbox="1089 997 1122 1035"></td> <td data-bbox="1122 997 1154 1035"></td> <td data-bbox="1154 997 1187 1035"></td> <td data-bbox="1187 997 1219 1035"></td> <td data-bbox="1219 997 1252 1035"></td> <td data-bbox="1252 997 1284 1035"></td> <td data-bbox="1284 997 1317 1035"></td> <td data-bbox="1317 997 1349 1035"></td> <td data-bbox="1349 997 1382 1035"></td> <td data-bbox="1382 997 1398 1035"></td> </tr> </tbody> </table> <p>The Client may require additional details for internal supplier creation as per its approved format.</p>	Account Title																IBAN																											
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38	Dispute Resolution: In case of a dispute arising between the Parties regarding the terms under this Agreement, if not resolved amicably, shall be referred to arbitration in accordance with the Arbitration Act, 1940 of Pakistan.																																												
39	Performance Guarantee @5% of the total contract cost in the shape of a Pay Order /Bank Draft/ Call Deposit or an un-conditional Bank Guarantee that must remain valid Twenty Eight (28) days beyond the contract's expiry date.																																												

Appendices

- **Appendix A:** Terms of Reference
- **Appendix B:** Key Experts
- **Appendix C:** Contract Price
- **Appendix D:** Payment Schedule
- **Appendix D:** Notification of Award
- **Appendix F:** Acceptance Letter
- **Appendix G:** Integrity Pact
- **Appendix H:** Non-Disclosure Agreement (NDA)
- **Appendix I:** Form for Bank Guarantee

*Insert the text based on the **Section VI (Terms of Reference)** of the ITC in the RFP.*

APPENDIX B - KEY EXPERTS

Insert a table based on Form TECH-5 of the Consultant's Technical Proposal.

APPENDIX D – PAYMENT SCHEDULE

Payment Criteria	Amount
Advance	Nil
Submission of draft VA & PT Report	10 %
Submission of final VA & PT Report	20 %
Submission of draft Security Assessment Report	30 %
Submission of final Security Assessment Report	40 %

Note: Amount is percentage (%) of lump sum contract agreement price and all the payments shall be subject to verification of deliverables by an authorized official(s) of SBP.

Over Stamp Paper

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**

(Name of the Highest Ranked Consultant) 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, **(Name of the Highest Ranked Consultant)** 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.

(Name of the Highest Ranked Consultant) 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.

(Name of the Highest Ranked Consultant) 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, **(Name of the Highest Ranked Consultant)** 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 **(Name of the Highest Ranked Consultant)** as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Over Stamp Paper

Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)

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

-and-

The **(Name of the Highest Ranked Consultant)** 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 have entered into a contract on procurment of consultancy services for incident response (hereinafer refered to as contract) and 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 (SBP).

2. Confidentiality and Acknowledgement

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

- Information about the activities of the State Bank of Pakistan (SBP).
- Information including but not limited to:
 - Policies
 - Procedures
 - Business Rules and Plans
 - Validation Checks, all project-related information
 - Process followed etc.
- Any other information that the recipient obtained from State Bank of Pakistan (SBP) deliberately or otherwise during 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 (whether oral, in writing, machine readable or in any other form), formulas, processes, ideas (whether patent or not) and other technical, business, financial, customer and product development plans, forecast, strategies and information (whether electronically recorded, in writing or otherwise) 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 the agreed scope of work. 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 the above types of information as secret and shall not at any time for any reason is permitted to be 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.
- (vi) Shall take the same care in protecting the Disclosing Party's Information as it takes in protecting its confidential information and in any event not less than that which a reasonable person or business would take in protecting its confidential information.
- (vii) Only disclose Information on a need-to-know basis to such of its employees, agents, and consultants as are under similar obligations of confidentiality as contained in this Agreement including, but not limited to, the use of the Information for the contract only.
- (viii) That any information shared by the disclosing party shall not be disclosed even after termination of the contract between the parties. If any disclosure is required under the applicable laws, the same shall be intimated to the disclosing party before any disclosure is made.

3. Term of agreement

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

4. Remedies

The RECEIVING PARTY acknowledges that in case of breach of this Agreement, Disclosing Party may, in addition to terminating the RECEIVING PARTY consultancy contract can take other actions available to it, obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Receiving Party 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 the Disclosing Party.

5. Applicable laws

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

6. Dispute Resolution:

In case of a dispute arising between the Parties regarding the terms under this Agreement, if not resolved amicably, shall be referred to arbitration in accordance with the Arbitration Act, 1940 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.

For and on behalf of the State Bank of Pakistan	For and on behalf of (Name of the Highest Ranked Consultant)
Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>	Authorized Representative <i>(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: _____

Over Stamp Paper

To:

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

WHEREAS **(Name of the Highest Ranked Consultant)** (hereinafter called “the Consultant”) has undertaken, in pursuance of Contract **RFP No. GSD (Proc. II) /OCISO-DAP Security Review/11781/2023** to “**Engagement of a Firm to Conduct IT Security Review of Business Applications (DWH/DAP Platform)**” (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Consultant a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Consultant, up to a total of **Rs. (Figures & Words)** and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract and without cavil or argument, any sum or sums within the limits of amount of Security as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Security is valid until the ____ day of _____202__.

Signature and seal of the Guarantors

[name of commercial bank or financial institution]

[address]
