



REQUEST FOR PROPOSALS

***Engagement of a Lawyer for providing Part Time Legal
Advisory Services to SBP Banking Services Corporation,
Lahore***

August 2025

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Section 1: Letter of Invitation



SBP BANKING SERVICES CORPORATION (SBP BSC)

Letter of Invitation

RFP No. GSU-LHR/PTLA/ 307142 /2025

SBP BSC Lahore invites electronic proposals from consultants, which are registered with the relevant tax authorities and appear on the Active Taxpayers List of FBR for the procurement titled ***"Engagement of a Lawyer for providing Part Time Legal Advisory Services to SBP Banking Services Corporation, Lahore."*** Bidding will be conducted pursuant to Regulation-3(C) **"Least Cost Selection"** method of Procurement of Consultancy Services Regulations, 2010.

Electronic Request for Proposal (RFP) document containing detailed requirements, terms and conditions is available for the registered consultants on EPADS at www.eprocure.gov.pk and www.ppra.org.pk.

The proposals, prepared in accordance with the instructions provided in the RFP Documents must be submitted by using E-PADS on or before **September 22, 2025 at 11:00 AM**, which shall be opened on the same day at **11:30 AM** in the presence of consultants who may choose to be present. Manual bids shall not be accepted.

Proposal Security of **Rs. 50,000/-** will be required to be submitted in the shape of Pay Order / Demand Draft / Deposit at Call or Bank Guarantee in favour of SBP-Banking Services Corporation. In case of Bank Guarantee, it should be valid for a period of 28 days beyond the Bid Validity date. Scanned copy of proposal Security is to be submitted through E-PADS and proposal Security in Original is to be dispatched to the following address and the same must reach before Bid submission deadline. Non-receipt of original proposal Security before the Bid submission deadline will lead to rejection of Bid.

Deputy Chief Manager
Administration Division-
5th Floor State Bank of Pakistan – SBP BSC Lahore
54-Shahra-e-Quaid-e-Azam Lahore
Telephone No: 04299022291/2282
Email: LHR-GSU@sbp.org.pk

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk

Section 2: Instructions to Consultant (ITC)

<p>1. Definitions</p>	<p>(a) “Client” means SBP Banking Services Corporation (SBP BSC), Lahore that signs the Contract for the Services with the selected Consultant.</p> <p>(b) “SBP Banking Services Corporation (SBP BSC)” is a fully owned subsidiary of the State Bank of Pakistan and was established in January 2002 through SBP Banking Services Corporation Ordinance , 2001.</p> <p>(c) “Consultant” means an individual that may provide or provides the Services to the Client excluding the following;</p> <ul style="list-style-type: none"> i. A consultant declared ineligible by the Client or any Public Sector Entity in accordance with Rule 19 of Public Procurement Rules-2004 (PPR-2004). ii. A consultant who has violated the law of land of any country and recorded in any sanction list. <p>(d) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed under Clause 1 of Form of Contract which includes General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and Appendices.</p> <p>(e) “Data Sheet” means such part of the Instructions to Consultant used to reflect specific conditions.</p> <p>(f) “Day” means a Gregorian calendar day unless indicated otherwise.</p> <p>(g) “GoP” means the Government of Pakistan.</p> <p>(h) “Instructions to Consultant (ITC)” means the document which provides Consultant with all the information that is needed to prepare their Proposals.</p> <p>(i) “Proposals” means the Technical Proposal along with Financial Proposal.</p> <p>(j) “LCS” means Least Cost Selection Method as defined in the Regulation 3(C) of the Procurement of Consultancy Services Regulations (PCSR), 2010.</p> <p>(k) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultant.</p> <p>(l) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
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<p>2. Introduction</p>	<p>2.1. The procurement title, reference number and method are specified in the Data Sheet (DS).</p> <p>2.2. The Consultants are invited to submit a Technical Proposal along with Financial Proposal for providing services as listed in TORs as indicated in the Data Sheet. The proposals should be in separate marked and sealed envelopes both for technical and financial.</p> <p>2.3. Consultant should familiarize themselves with the conditions of assignment and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultant are encouraged to attend a Pre-proposal Meeting if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional. Consultant should contact the client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference.</p> <p>2.4. Consultant shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. Consultant should ensure these officials are informed well-ahead of time in case they wish to visit the SBP BSC.</p> <p>2.5. Each consultant shall submit only one Proposal/Bid.</p>
<p>3. Conflict of Interest</p>	<p>3.1. Client's policy requires the Consultant to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>i. <i>"Conflicting Activities"</i> A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.;</p> <p>ii. <i>"Conflicting Assignments"</i> A Consultant (including its Personnel) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client;</p>

	<p>iii. <i>“Conflicting Relationships”</i> A Consultant (including its Personnel) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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 Client throughout the selection process and the execution of the Contract.;</p> <p>a. Consultant 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> <p>b. No current employees of the Client shall work as Consultants under this assignment. Recruiting former employees of the Client or Govt. of Pakistan to work for this assignment is acceptable provided that no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.</p>
4. Unfair Advantage	<p>4.1. If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all prospective Consultants, together with this RFP, all information that would in that respect give such Consultant any competitive advantage over competing Consultant.</p>
5. Corrupt & Fraudulent Practices	<p>5.1. It is the client’s policy to require that Consultant shall observe the highest standard of ethics during the procurement and execution of contract. In pursuit of this policy, the client follows, inter alia, the instructions contained in Rule 2(1)(f) of the Public Procurement Rules (PPR 2004) which defines:</p> <p>i. <i>“corrupt and fraudulent practices”</i> in respect of procurement process, shall be either one or any combination of the practices including,-</p> <p>ii. <i>“coercive practices”</i> which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>iii. <i>“collusive practices”</i> which means any arrangement between two or more parties to the procurement process</p>

designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;

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

5.2. **Under Rule 19 of PPR-2004**, the client 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).

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

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

	<p>5.4. However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the Consultant who is to be barred and blacklisted.</p> <p>5.5. The receipt for any money paid by the consultants will not be considered as any acknowledgement of payment to the consultant unless such receipt is signed by a duly authorized officer of the client, and consultant shall be solely responsible for seeing that a proper receipt is provided.</p> <p>5.6. Pursuant to Rule 7 of PPR-2004 consultants undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Section 5 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Client.</p> <p>5.7. Consultant shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Client in accordance with the above para 5.1. Furthermore, the Consultant shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>5.8. Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).</p> <p>5.9. Without limitation on the generality of the foregoing, consultant, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <ul style="list-style-type: none"> a) A consultant that has been engaged by the Client to provide goods, works or services other than consulting services for a project, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, consultant hired to provide consulting services for the preparation or implementation of a project, and shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. b) A consultant (including its Personnel shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant to be executed for the same or for another client. c) A consultant (including its Personnel and that has a business or family relationship with a member of the Clients' staff who is directly or indirectly involved in any part of (i) the preparation of the scope of services, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a
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	<p>manner acceptable to the appropriate authority within the Client.</p> <p>d) Consultant shall not recruit or hire any agency or current employees of the Client. Recruiting former employees of the Client or other civil servants to work for the consultants is acceptable provided no conflict of interest exists. When the consultant nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the consultant as part of bid.</p>
6. Proposal Validity	<p>6.1. The Data Sheet indicates how long Consultant's Proposals must remain valid after the submission date. During this period, Consultant shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals (both Technical and Financial). The same should be unconditional. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p>
7. Clarification and Amendment of RFP Documents.	<p>7.1. Consultant may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. It shall do so following the procedure under para 7.2.</p> <p>7.2. At any time before the submission of Proposals, client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultant shall acknowledge receipt of all amendments. To give Consultant reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals consistent with provision of Rule 27 of PPR 2004.</p>
8. Preparation of Proposals	<p>8.1. The Proposal as well as all related correspondence exchanged by the Consultant and Client, shall be written in the language (s) specified in the Data Sheet.</p> <p>8.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. Any party may file its written complaint against the eligibility parameters, evaluation</p>

	<p>criteria or any other terms and conditions prescribed in the RFP documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the proposal submission deadline. The details of GRC is given at PPRA website: www.ppra.org.pk.</p>
9. Technical Proposal Format and Content	<p>9.1. The Technical Proposal shall provide the information indicated in the following paras by using the attached Standard Forms (Section 3).</p> <p>a. A brief description of the Consultants' profile and an outline of recent experience of the Consultant on assignments of a similar nature is required in Form TECH-2 of Section 3. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client. Consultants should be prepared to substantiate the claimed experience if so requested by Client.</p>
10. Financial Proposal	<p>10.1. The Financial Proposal shall be prepared using the standard forms provided in Section 4 of the RFP document.</p> <p>10.2. Proposals determined to be substantially responsive will be checked by Client for any arithmetic errors. Arithmetical errors will be rectified by Client on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.</p> <p>10.3. The amount stated in the Proposal will be adjusted by Client in accordance with the above procedure for the correction of errors and, with the concurrence of the Consultant, shall be considered as binding upon the Consultant. If the Consultant does not accept the corrected amount, the Proposal will be rejected, and the Bid Security may be forfeited.</p>
11. Taxes	<p>11.1. The Consultant may be subject to local taxes on amounts payable by the Client under the Contract. Client will state in the Data Sheet if the Consultant is subject to payment of any taxes.</p> <p>a) The proposals will be subject to all admissible Federal & Provincial taxes and duties on consultancy & services etc. unless exempted by relevant tax authority for which bidders/consultant will be required to provide necessary documentation regarding tax exemption from relevant tax authorities.</p> <p>b) Client assumes no responsibility whatsoever to undertake tax exemption cases on behalf of bidders/consultant.</p> <p>c) Whenever applicable, it is the responsibility of the bidder/consultant, before completing bids/proposals, to contact the relevant tax authorities to determine the</p>

	<p>tax amount to be paid by the bidders/consultant under the Contract.</p> <p>d) Federal and Provincial taxes shall be deducted at the prevailing tax rate at the time of making payments to Consultant as per applicable laws.</p> <p>11.2. If a consultant submits a bid/proposal inclusive of non-applicable/admissible taxes, the amount stated in the 'Bid Form' & 'Price Schedule' will be adjusted accordingly</p>
12. Currency of Proposal	12.1. The consultant may express the cost for its services in the currency as stated in the Data Sheet .
13. Currency of Payment	13.1. Payment under the contract shall be made in the currency as stated in the Data Sheet .
14. Submission, Receipt, and Opening of Proposals	<p>14.1. The consultant shall submit the bid through E-PADS</p> <p>14.2. The original proposal (Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The consultant must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1 of Section 3.</p> <p>14.3. Consultant shall initial all pages of the original Technical and Financial proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".</p> <p>14.4. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para 7.1 of Data Sheet and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall governs.</p> <p>14.5. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the assignment." The envelopes containing the Proposal shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE". Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. These circumstances may be a case for Proposal rejection. The Technical (containing Tech Forms) and Financial Proposal (containing Fin Forms) as mentioned in Data Sheet also containing all documentary proofs such as tax registrations, purchase orders/contracts, etc. in support of Technical Proposal and Bid Security in the form of Demand Draft / Bank</p>

	<p>Guarantee/payment order or any other requirement necessary for Financial Proposal.</p> <p>14.6. The Proposals must be sent to the address(s) indicated in the para 7.1 of Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 7.2 of ITC. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p> <p>14.7. Client shall open all proposals, including withdrawals and modifications, in public, in the presence of Consultants' who choose to attend, at the time, on the date and at the place specified in the Data Sheet. Consultants' shall sign a register as proof of their attendance.</p> <p>14.8. The Consultant may modify or withdraw its bid after the proposal's submission, provided that written notice of the modification, including substitution or withdrawal of the proposals, is received by Client prior to the deadline prescribed for submission of proposals/bids.</p> <p>14.9. No proposal may be modified after the deadline for submission of proposals.</p> <p>14.10. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiry of the period of proposal validity specified by the Consultant on the Proposal/Bid Form. Withdrawal of a proposal during this interval may result in the Consultant's forfeiture of its proposal/proposal security.</p>
15. Evaluation of Proposals	<p>15.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial aspect. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>15.2. The Client will examine the proposals to determine whether they are complete, whether proposal validity is provided accordingly; whether the documents have been properly signed, whether the proposals are generally in order; whether Consultant has provided the signed Proposal Form (Tech. Form I) of Section 3. Thereafter, evaluation committee shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>15.3. After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the</p>

	<p>minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. Any consultant feeling aggrieved by any act of the Client after the submission of proposal may lodge a written complaint concerning the grievances within seven days of announcement of the technical evaluation report.</p> <p>15.4. The financial opening should take place after lapse of standstill period from the date of announcement of technical evaluation and it 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>15.5. The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. 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 then be opened, and the total prices read aloud and recorded. Since, lump sum contract form is included in the RFP, the consultant deemed to have included all prices in the financial proposal. The total price net of indirect taxes shall be considered as the offered price.</p> <p>15.6. After opening of Financial Proposals, all the proposals passing the technical score threshold as mentioned in Data Sheet shall then be treated equally and evaluated on the basis of Cost only i.e. the firm offering the lowest cost will be awarded the contract.</p> <p>15.7. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</p> <p>15.8. Once final/combined evaluation report is published, any firm feeling aggrieved may file a written complaint concerning his grievances within five days after issuance of final evaluation report.</p> <p>Note: In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Complaints are required to be addressed directly to GRC and shall reach within the timelines defined by PPRA.</p>
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16. Negotiations	16.1. Negotiations if required shall be undertaken as per Regulation 10 of Procurement of Consultancy Services Regulations, 2010, with the lowest evaluated consultant at the date and address indicated in the Data Sheet .
17. Technical negotiations	17.1. Negotiations will include a discussion on special conditions of contract.
18. Conclusion of the Negotiations	18.1. Negotiations between the Client and lowest evaluated consultant will conclude with a review of the draft Contract. To complete negotiations, the Client and the lowest evaluated Consultant will initial the agreed Contract. In case of failure of negotiation the Client may invite the next ranked consultant for such negotiations or discussions. Award of contract to 2 nd highest ranked consultant is totally at the option of the Client, if considered appropriate in terms of best value for money; otherwise, rebidding process will be initiated as per provisions of PPR-2004 .
19. Award of Contract	<p>19.1. On lapse of mandatory period after announcement of final evaluation report as per Rule 35 of PPR-2004, the Client shall award the Contract to the successful/highest ranked Consultant and promptly notify all Consultants who have submitted proposals.</p> <p>19.2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>19.3. Successful Consultant shall sign Contract on stamp paper within 15 days after receipt of contract form and after paying stamp duty as per relevant stamp duty act.</p>
20. Disqualification prior to Contract Signing	20.1. If all proposals are proposed to be rejected and proposals/bids are to be re-invited, the conditions required at Rule 33 of PPR 2004 should be met. However after issuance of Notification of Award and prior to the execution of the procurement contract as per Rule 2(1)(h) of PPR-2004 if a Consultant has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a consultant and if the conditions of his qualification are invalidated, the next most advantageous i.e. 2 nd highest ranked consultant will be rendered as responsive if accepting this bid does not conflict with Rule 2(1)(I) of PPR 2004 . For rejecting the most advantageous /Top ranked and opting for 2 nd most advantageous/2 nd highest ranked, opportunity of being heard should be provided to top ranked consultant and prior approval of competent authority of Client must be obtained. The award of contract to 2 nd most advantageous/2 nd highest ranked consultant will be at sole discretion of the Client, if seems feasible in terms of value for money, requirement timelines, operational exigency, etc.
21. Confidentiality	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 Consultant or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.

	<p>21.2. The Consultant shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Client's prior written consent.</p> <p>21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant and/or contractor, the Client may reject its bid and/or terminate the contract.</p>
22. Bid Security	<p>22.1. The proposal security shall be denominated in the currency of the bid. The amount of Bid security is specified in Data Sheet :</p> <ul style="list-style-type: none"> a) at the Consultant's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a scheduled Bank; b) be substantially in accordance with one of the forms of proposal security included in bidding documents or other form approved by the Bank prior to bid submission; c) be payable promptly upon written demand by the Client; d) be submitted in its original form; copies will not be accepted; e) In case of Bank Guarantee, it shall remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITC Clause 6.1. f) proposals submitted with insufficient proposal security will be rejected. g) unsuccessful consultant's proposal security will be discharged or returned on conclusion of procurement, as promptly as possible, upon receipt of nomination to receive the instrument. <p>22.2. The successful consultant's proposal security will be discharged upon the submission of performance guarantee.</p> <p>22.3. The proposal security may be forfeited:</p> <ul style="list-style-type: none"> a) if a Consultant withdraws its proposal/bid during the period of bid validity specified by the Consultant on the Proposal Submission Form; or b) in the case of a successful Consultant, if the Consultant fails to sign the contract in accordance with Instructions to Consultant ITC 7.3 or fails to provide performance guarantee.

23. Performance Guarantee	<p>23.1. Within twenty-one (21) days, or any other period specified in Data Sheet, of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance guarantee for amount as specified in Data Sheet as per the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Client.</p> <p>23.2. Upon the successful Consultant's furnishing of the performance guarantee, Client will discharge its proposal security.</p> <p>23.3. Failure of the successful Consultant to comply with the requirements of performance guarantee shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and award of contract to next lowest evaluated consultant if feasible/ reasonable.</p>
24. Overriding Effect of PPR-2004 & PCSR-2010	<p>24.1. Whenever in conflict with these documents, the stipulation of PPR-2004 and PCSR -2010 shall prevail.</p>

Instructions to Consultants
DATA SHEET

ITC Clause	Description
2.1	<p>Procurement Title: <i>Engagement of a Lawyer for providing Part Time Legal Advisory Services to SBP Banking Services Corporation, Lahore</i></p> <p>Reference Number: <i>RFP No. GSU-LHR/PTLA/ 307142 /2025</i></p> <p>Method of selection: <i>Least Cost Selection (LCS) Method as per Public Procurement Regulations for Procurement of Consulting Services Regulations, 2010 (PCSR-2010) available on www.ppra.org.pk</i></p>
2.5	Participation as Joint Venture/Consortium/Association is not allowed.
6.1	Proposals must remain valid 180 days after the technical proposals opening date.
7.1	Clarifications may be requested no later than <u>seven (07) working days</u> prior to the submission deadline. No query shall be entertained later on. The request for clarification and the response shall be made through E-PADS, and no change in the price or substance of the bid shall be sought, offered, or permitted.
8.1	Proposals shall be submitted in <u>English/Urdu</u>
11.1	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p><i>Punjab Sales Tax on Services (PST) is applicable to consultancy/professional Services rendered by consultant firms in Punjab province as per prevailing tax rates. However, at bidding stage, rates will be quoted exclusive of applicable sale tax and evaluation will be made on rates exclusive of sales tax.</i></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>
12 & 13	The currency for the price of services & payment is Pak Rupees (PKR) only.
14.3 & 14.4	<p>The Consultant must submit proposals through EPADS. Any proposal submitted through Hard Copy will not be accepted/entertained.</p> <p>Note: <i>Provisions of this clause have overriding effect on the General Instruction to Consultants provision regarding technical and financial forms.</i></p>
14.5	<p>The Proposals must be submitted not later than: <u>September 22, 2025 Time: 11:00 hours (PST) through EPADS.</u></p> <p><u>The opening shall take place at below address on September 22, 2025 at 1130 hours (PST) in presence of the consultants who shall choose to be present.</u></p> <p style="text-align: center;">Sr. Deputy Chief Manager (IMD)</p>

3rd Floor State Bank of Pakistan – SBP BSC
54-Shahrah-e-Quaid-e-Azam, Lahore
Telephone No: 042-99022291/2282
Email: LHR-GSU@sbp.org.pk

15.2 Mandatory and Score Based Criteria for evaluation of the Technical Proposals:

Sr. #.	Minimum Eligibility Criteria	Means of Verification	Yes/No
1	LLB or equivalent foreign qualification	Sufficient documentary evidence	
2	25 Years Post Qualification Experience	Sufficient documentary evidence	
3	20 years' experience as Advocate High Court	Sufficient documentary evidence	
4	5 years' experience as Advocate Supreme Court of Pakistan	Sufficient documentary evidence	
5	Enrolled as Advocate of Supreme Court of Pakistan and Lahore High Court	Sufficient documentary evidence	
6	NTN Registered and ATL	Sufficient documentary evidence	
7	Not Blacklisted by any Organization/Not on NACTA Sanctioned List	Affidavit on Stamp Paper of Rs. 300/-	
Note: Only those consultants that will be meeting the above minimum eligibility criteria would be considered for the score based evaluation criteria			
Sr. #.	Score Based Evaluation Criteria		Points
Specific Experience			
1	Litigation Cases		25
1.1	Article 199 of the constitution of Islamic Republic of Pakistan (1 point for 10 cases; maximum points are 5)	Sufficient documentary evidence	
1.2	Banking Companies Ordinance-1962/ Industrial Relation Act 2012/ Foreign Exchange Regulations Act, 1947 (1 point for 02 cases; maximum points are 20)	Sufficient documentary evidence	
2	Litigation cases under different courts		30
2.1	Civil Courts (1 point for 10cases; maximum points are 5)	Sufficient documentary evidence	
2.2	Banking Courts/NIRC/ Foreign Exchange Appellate Board (1 point for 02 cases; maximum points are 10)	Sufficient documentary evidence	
2.3	High Court (Cases other than constitution petitions)	Sufficient documentary evidence	

		(1 point for 02 cases; maximum points are 10)		
	2.6	Supreme Court of Pakistan (1 point for 2 cases; maximum points are 5)	Sufficient documentary evidence	
3	Ratio of success in Cases during last three years in High Court/Supreme Court:			05
	50% and above = 05, 40% and above = 2, Below 40% = 0		Sufficient documentary evidence	
4	Interview Assessment:			25
	Excellent = 25, Very Good=20, Good=15, Satisfactory=10, Below satisfactory = 0 (Interviewer shall assess candidates on the basis of Knowledge, communication skills, Creativity, Alertness and personality each parameter having five points each.)			
Total:-				85 Points
Note: The minimum technical score required to pass/qualify is 60 points subject to no zero points against any parameter/sub-parameter.				
15.6	The proposals passing the technical score threshold as mentioned in Para 15.2 of Data Sheet i.e. 60 Score shall be treated equally and evaluated on the basis of Cost only i.e. the firm offering the lowest cost will be declared as Most Advantageous.			
16	Expected date for the Contract Negotiations: Date: will be conveyed after Final evaluation			
19.2	Expected date for the commencement of the Services: Date: will be conveyed after Final evaluation			
19.3	Contract will be signed on stamp paper after paying applicable amount of stamp duty by the consultant as per applicable laws & regulation(s) of Pakistan (Federal & Provincial).			
22.1	Bid Security of Rs. 50,000/- in favour of SBP BSC shall be enclosed along with Technical proposal.			
23.1	Performance Guarantee @5% of the total Retainer Fee in shape of un-conditional Bank Guarantee/payment order) for entire period of the contract which must remain valid 28 days beyond expiry date of the contract			

Section 3: Technical Proposal – Standard Forms

Reference **Paragraph 9.1 of the Section 2**: instructions to Consultants and **14.3 of Data Sheet** for format of Technical Proposal to be submitted.

- **TECH-1:** Technical Proposal Submission Form
- **TECH-2:** Consultant's Profile and Experience
 - **A:**Consultant's Profile
 - **B:** Experience
- **TECH-3:** Bid Security Furnished in accordance with **Paragraph 22.1 of ITC**
- **TECH-4:** Undertaking

**(FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:

The Chief Manager,
SBP Banking Services Corporation
54-Shahrah-e-Quaid-e-Azam
Lahore

Dear Sir,

I, the undersigned, offer to provide the consultancy services to ***“Engagement of a Lawyer for providing Part Time Legal Advisory Services to SBP Banking Services Corporation, Lahore”*** in accordance with your Request for Proposal dated **[Insert Date]** and this Proposal. I hereby submitting this Proposal, which includes this Technical Proposal, and Financial Proposal in separate envelopes.

I hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to my disqualification. This proposal shall remain valid for **180 days** from the date of submission.

Further, I declare that this proposal is unconditional and agree to accept all the terms and conditions of this complete request for proposal document and will not deviate, nor demand any change in any terms and conditions of this document at any stage.

I agree to abide by this Proposal for a period of **180 days** from the date fixed for Technical Proposal opening under **Para 14.5** of the Instructions to Consultants (Data Sheet), and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Yours sincerely,

Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Address: _____

FORM TECH-2
CONSULTANT'S PROFILE AND EXPERIENCE

A – Consultant's Profile

[Provide here a brief (two pages) description of the background and your Profile. In addition, the following information must be provided:

1. Name of Consultant	
2. Registered Address:	
3. Mailing Address:	
4. Telephone Number:	
5. Fax Number:	
6. E-mail Address:	
7. Web Address:	
09. Nationality of the Consultant	
10. Current tax authorities registration information:	
11. Qualification Details:	
12. Years of Experience:	

B – Experience

(Please provide details as per Evaluation Criteria Clause (s) mentioned at 15.2 of the Data Sheet - Instruction to Consultants) i.e. related to Record of Consultant's Experience/ Performance

[Using the format below, provide information on each assignment for which you legally contracted for carrying out services similar to the ones requested under this Assignment.]

Case Title:	Court of Law:
Case Type:	Start date (month/year): Completion date (month/year):
Name of Client:	Address:
Narrative description of case:	

Note: Please attach copies of Contract, Court Decisions, Engagement Letter, petition for each case, as evidence. In the absence of documentary evidence, no score will be allotted.

FORM TECH-3 BID SECURITY FORM (BANK GUARANTEE)

To:

The Chief Manager.
SBP Banking Services Corporation
54-Shahrah-e-Quaid-e-Azam
Lahore

Whereas(Name of Consultant) (hereinafter called "the Bidder") has submitted its Bid dated ----- for ----- (hereinafter called "the Bid").

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

Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

Name: in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

**FORM TECH-4
(UNDERTAKING)**

Affidavit for Consultant's Blacklisting Status

Dear Sir,

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

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

Seal & Signature of Consultant:	
Date:	

Section 4.
Financial Proposal – Standard Forms

Financial Proposal Standard Form shall be used for the preparation of the Financial Proposal according to the instructions provided in **Section 2**.

- **FIN-1:** Financial Proposal Submission Form
- **FIN-2:** Summary of Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Chief Manager.
SBP Banking Services Corporation
54-Shahrah-e-Quaid-e-Azam
Lahore

Dear Sir:

I, the undersigned, offer to provide the services for ***Engagement of a Lawyer for providing Part Time Legal Advisory Services to SBP Banking Services Corporation, Lahore*** in accordance with your Request for Proposal dated **[Insert Date]** and the submitted Technical Proposal.

This attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency} **{Insert amount(s) in words and figures}**, *“excluding all taxes in accordance with **Para 11.1** in the Data Sheet.* {Please note that all amounts shall be the same as in **Form FIN-2**}.

This Financial Proposal shall be binding upon me subject to the modifications resulting from Contract negotiations (if any), up to expiration of the validity period of the Proposal, i.e. before the date indicated in **Clause 6.1** of the Data Sheet.

I understand you are not bound to accept any Proposal you receive.

I remain,

Yours sincerely,

Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

E-mail: _____

FORM FIN-2 PRICE SCHEDULE

Sr. No.	Description of Services	Professional Charges (exclusive of applicable tax) (Rs.) A	Weightage B	Weighted average score for determination of lowest consultant A*B
1	Retainer Fee (Per Month)		35%	
2	Supreme Court of Pakistan (Fee per case)		8%	
3	High Court/ Federal Services Tribunal/ Labor Appellate Tribunal/ NIRC (Fee per case)		30%	
4	Banking Court/ Session Court (Fee per case)		3%	
5	Civil Court/ Labor Court (Fee per case)		10%	
6	Execution of Court Decree (Fee per case)		5%	
7	Conveyance Charges for attending various courts in Lahore (Charges per day)		3%	
8	Outstation Allowance if the Advocate has to stay overnight for attending various Courts of Law outside, Lahore (Charges per night stay) (Further 50% of said Allowance will be paid if, Advocate doesn't stay Overnight for attending various Courts of Law outside, Lahore)		6%	
	Total:-		100%	

Note:

1. Conveyance Charges will be paid as per actual for attending various Courts of Law outside Lahore.
2. Expenses related to filing of cases & AOR Fee will be paid as per actual.
3. If representation is required in connected petitions than full fee will be paid in main petition only, whereas 30% of the agreed fee will be paid in remaining petitions, same will be applicable for filing of cases.

Note:

1. Direct taxes will be responsibility of the consultant and 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 will be incorporated in the invoice at the time of payment by the lowest determined consultant.
3. No other charges whatsoever will be paid other than above on any grounds and Payments shall be subject to deduction of withholding income tax and services sales tax at the rates prevailing at the time of payment.

Signature {In full and initials}: _____

Name and Title of Signatory: _____

Section 5

TERMS OF REFERENCE

Introduction

The services of a seasoned Lawyer are required to defend interest of the Bank in cases filed by and against the Bank in various Courts of Law.

1. Scope of work

The Advocate is required to:-

- 1.1. Offer legal opinion against various cases referred to him by various Divisions/ Units of the Bank. For this purpose, he will visit Office of the Bank on day to day basis as per requirement of the Bank.
- 1.2. Examination of House Building Advance cases of all types and at all stages, including agreements and bonds to be executed by the Bank.
- 1.3. Prepare draft of suits/ petitions to be filed by the Bank against delinquent parties.
- 1.4. Prepare draft reply of petitions filed against the Bank.

2. Deliverables

- 2.1. To protect interest of the Bank in various Courts of Law.

3. Timeline

- 3.1. Appear before the concerned Courts of Law at the time and date fixed by relevant Courts with full preparation of the case. Immediately, after attending Court/s he / she will submit Progress Report in writing to the Bank.

4. Any other parameter deemed necessary by the procuring Office

- 4.1. The engagement of the Lawyer will not affect his right to private practice subject to the condition that work of the Bank will be given top priority.
- 4.2. He / She will not take up or defend on behalf of any other party in any case which involves infringement of SBP Laws such as Foreign Exchange Regulation Act 1947, Banking Companies Ordinance 1962, State Bank of Pakistan Act 1956, SBP Banking Services Ordinance, 2001 or the Laws operated by the State Bank of Pakistan or which may now or hereafter be subjected to judicial proceedings to which the Bank itself is a party.
- 4.3. He / She will not work as Legal Advisor for any other Bank or Banking Company in Pakistan.
- 4.4. He / She will be required to maintain strictest secrecy in the Bank's official matters.

PART-II

SECTION 5

CONTRACT FOR SERVICES

Lump Sum

***Engagement of a Lawyer for providing Part Time Legal Advisory
Services to SBP Banking Services Corporation, Lahore***

Between

State Bank of Pakistan, Banking Services Corporation (SBP BSC)

and

(Name of the Consultant)

Dated: MM, YYYY

Form of Contract
LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made on this ____ day of the month of **mm**, **yyyy** by and between, **SBP Banking Services Corporation, Lahore** (hereinafter called the "**Client**") having its office at 54-Shahrah-e-Quaid-e-Azam Lahore and, {**Consultant Title**} (hereinafter called the "**Consultant**") having its office at -----..

WHEREAS,

- (a) the Client has requested the Consultant to provide certain services as defined in **Appendix A** of 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 the Contract;
 - (c) Appendices;
 - Appendix A: Terms of Reference
 - Appendix B: Breakdown of Contract Price
 - Appendix C: Consultant's Proposal
 - Appendix D: Notification of Award
 - Appendix E: Letter of Acceptance
 - Appendix F: Performance Guarantee
 - Appendix G: Integrity Pact
 - Appendix H: Non-Disclosure Agreement

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; and appendices in alphabetical sequence. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the 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 Client	For and on behalf of the Consultant
<i>[Authorized Representative] (Name, Designation, Official Stamp and signature)</i>	<i>[Authorized Representative] (Name, Designation, Official Stamp and signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS	
1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</p> <p>(b) “Client” means SBP Banking Services Corporation, Lahore.</p> <p>(c) “Consultant” means <i>(name of successful consultant will be added)</i></p> <p>(d) “Contract” a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed under Clause 1 of Form of Contract which includes General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and Appendices.</p> <p>(e) “Day” means a Gregorian calendar day unless indicated otherwise.</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 10 of GCC.</p> <p>(g) “GCC” means these General Conditions of Contract.</p> <p>(h) “Government” means the Government of Pakistan.</p> <p>(i) “Local Currency” means the currency of Islamic Republic of Pakistan.</p> <p>(j) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(l) “Services” means the work to be performed by the Consultant/sub-consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(m) “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	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, shall be fully responsible for the Services being performed.</p> <p>2.2. The parties agree that this contract creates an independent Consultant relationship, not an employment relationship. The Consultant acknowledges and agrees that the Client will not provide the Consultant or its employee(s) any fringe benefits or for the reimbursement of any expenses, including without</p>

	<p>limitation any medical or pension payments, and that income tax / withholding tax is Consultant's responsibility.</p> <p>2.3. Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.</p>
3. Indemnity	3.1. The Consultant agrees to indemnify the Client and hold it harmless against any and all liabilities, including judgements and cost of litigation, for anything done or omitted by the Consultant in the execution of this Contract.
4. Law Governing Contract	4.1. The Applicable Laws of Pakistan shall govern this Contract, its meaning and interpretation, and the relation between the Parties.
5. Language	5.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
6. Headings	6.1. The headings shall not limit, alter or affect the meaning of this Contract.
7. Communications	<p>7.1. 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 5. 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>7.2. 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>
8. Authorized Representatives	8.1. 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 .
9. Corrupt and Fraudulent Practices	<p>9.1. It is the client's policy to require that Consultant shall observe the highest standard of ethics during the procurement and execution of contract. In pursuit of this policy, the client follows, inter alia, the instructions contained in Rule 2(1)(f) of the Public Procurement Rules (PPR 2004) which defines:</p> <ul style="list-style-type: none"> i. <i>"corrupt and fraudulent practices"</i> in respect of procurement process, shall be either one or any combination of the practices including,- ii. <i>"coercive practices"</i> which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to

	<p><i>influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</i></p> <p>iii. <i>“collusive practices”</i> which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</p> <p>iv. <i>“corrupt practices”</i> which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>v. <i>“fraudulent practices”</i> which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>vi. <i>“obstructive practices”</i> which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”</p> <p>9.2. Client will terminate the contract if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;</p> <p>9.3. Client will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a CLIENT’s contract if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client’s contract; and</p> <p>9.4. Under Rule 19 of PPR-2004, the client 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 PPRA.</p> <p>9.5. Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP BSC management:</p>						
	<table><tr><th>Nature of Offense/ Fault</th><th>Means of Verification</th><th>Action By Committee</th></tr><tr><td>Corrupt and Fraudulent Practices</td><td><ul style="list-style-type: none">Results of Bid/Proposal analysis resulting in substantive evidence of collusion.Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP.</td><td>Blacklisted and cross-debarred for the period up to 10 years.</td></tr></table>	Nature of Offense/ Fault	Means of Verification	Action By Committee	Corrupt and Fraudulent Practices	<ul style="list-style-type: none">Results of Bid/Proposal analysis resulting in substantive evidence of collusion.Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP.	Blacklisted and cross-debarred for the period up to 10 years.
Nature of Offense/ Fault	Means of Verification	Action By Committee					
Corrupt and Fraudulent Practices	<ul style="list-style-type: none">Results of Bid/Proposal analysis resulting in substantive evidence of collusion.Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP.	Blacklisted and cross-debarred for the period up to 10 years.					

		<ul style="list-style-type: none"> • Cross verification of documentary undertaking submitted by Consultant. 	
	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by Consultant.	Blacklisted and cross-debarred for the period up to 03 years.
	Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross-debarred for the period up to 06 months.
<p>9.6. However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the Consultant who is to be barred and blacklisted.</p> <p>9.7. The receipt for any money paid by the consultants will not be considered as any acknowledgement of payment to the consultant unless such receipt is signed by a duly authorized officer of the client, and consultant shall be solely responsible for seeing that a proper receipt is provided.</p> <p>9.8. Pursuant to Rule 7 of PPR-2004 consultants undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Appendix G for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Client.</p>			

10. Effectiveness of Contract	10.1. This Contract shall come into force and effect on the date (the "Effective Date") as mentioned in SCC .
11. Termination of Contract for Failure to Become Effective	11.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC . The client shall consider termination of contract besides forfeiture of performance guarantee except the conditions specified under GCC 16 including temporary/permanent debarment if considered necessary.
12. Commencement of Services	12.1. The Consultant shall confirm his/her availability and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC and commence its services as per date mentioned in 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 contract 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 contract between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
16. Force Majeure	
a. Définition	<p>16.1. For the purposes of this Contract, "Force Majeure" means an 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	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.
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) calendar 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 31.</p>
17. Suspension	<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) calendar days after receipt by the Consultant of such notice of suspension.</p>
18. Termination	<p>18.1. This Contract may be terminated by either Party as per provisions set up below:</p>
(a) By the Client	<p>18.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</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 insolvent or bankrupt or enter into any contract with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into

	<p>liquidation or receivership whether compulsory or voluntary;</p> <p>c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 31;</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) calendar days;</p> <p>e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>18.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
(b) By the Consultant	<p>18.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</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 Clause GCC 31 within forty-five (45) calendar 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) calendar days.</p> <p>c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 31.</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) calendar days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
(c) Cessation of Rights and Obligations	<p>18.1.4. Upon termination of this Contract pursuant to Clauses GCC 11 or GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, all rights and obligations of the Parties</p>

	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 GCC 24 , 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 18 (a) or GCC 18 (b) , 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 Clause GCC 24 .
(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 b) in the case of termination pursuant to sub-clause (d) and (e) of GCC Clause 18.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract;

19. General	
(a) Standard of Performance	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. 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.
(b) Law Applicable to Services	19.2. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure the compliance with the Applicable Law.
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 interests.
(a) Prohibition of Conflicting Activities	20.1.1. The Consultant shall not engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
(b) Strict Duty to Disclose Conflicting Activities	20.1.2. The Consultant has 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.
21. Confidentiality	<p>21.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Purchaser 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 Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Purchaser'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 and/or contractor, the Purchaser may reject its bid 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 liability under this Contract shall be provided by the Applicable Law.</p> <p>22.2. 22.2With respect to Professional Liability of the Consultant, Provisions of Regulation 11 of PCSR-2010 would be applicable.</p> <p>22.3. 22.2.1The extent of the liability under Regulation 11(1) of PCSR-2010 would be twice of the total contract's value.</p>
23. Reporting Obligations	23.1. The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
24. Proprietary Rights of the Client in Reports and Records	24.1. Unless otherwise indicated in the SCC , all reports and relevant data and information such as plans, databases, other documents, 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, deliver all such documents to the Client.
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25.Assistance to the Consultant	<p>25.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> a) Assist the Consultant by providing requisite information / documents as shall be necessary to enable the Consultant to perform the Services. b) Provide to the Consultant any such other assistance as may be specified in the SCC.
26.Payment Obligation	<p>26.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC Clause 27 to 30 below.</p>

27.Contract Price	<p>27.1. The Contract price is fixed and is set forth in the SCC.</p> <p>27.2. Any change to the Contract price specified in Clause 27.1 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>
28.Taxes and Duties	<p>28.1. The Consultant is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p>
29.Currency of Payment	<p>29.1. Any payment under this Contract shall be made in the currency requested in the financial proposal.</p>
30.Mode of Billing and Payment	<p>30.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 27.1.</p> <p>30.2. The payments under this Contract shall be made in lump-sum installments against services 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>30.2.1. The Lump-Sum Installment Payments. The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the execution of services and the cover invoice for the related payment. The payment can be withheld if the Client does not approve the satisfactory execution of services in which case the Client shall provide comments to 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>30.2.2. All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p>

	30.2.3. With the exception of the final payment, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.
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31. Arbitration	31.1. In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by an arbitration in accordance with the Arbitration Act, 1940 .
32. Liquidated Damages	32.1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Client may deduct liquidated damages from payments due to the consultant. Payment of liquidated damages shall not affect the consultant's liabilities
33. Performance Guarantee	33.1. The Consultant shall provide the Performance Guarantee to the Client no later than 21 days from the date of notification of award. The Performance Guarantee shall be issued in an amount and form and by a Client acceptable to the Client, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.

Special Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) 4.1	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.
1.1(b)	The Client is <i>SBP BSC LAHORE</i>
1.1(c)	The Consultant is [<i>insert name</i>]
1.1(d)	<p>The Title & Reference of the Contract is;</p> <p style="text-align: center;"><i>Engagement of a Lawyer for providing Part Time Legal Advisory Services to SBP Banking Services Corporation, Lahore</i></p> <p style="text-align: center;"><i>RFP No. GSU-LHR/PTLA/ 307142 /2025</i></p>
5.1	The language is <u>English/Urdu</u> .
7.1 & 7.2	<p>The addresses are:</p> <p>Client:</p> <p style="text-align: center;">Chief Manager SBP Banking Services Corporation 54-Shahrah-e-Quaid-e-Azam,Lahore Tel: + 92 – 42 –****-**** Email:</p> <p>Consultant: Attention: _____ Facsimile: _____ E-mail (where permitted) : _____</p>
8.1	<p>The Authorized Representatives are:</p> <ul style="list-style-type: none"> • For the Client: _____ • For the Consultant: (<i>Name & Designation</i>)
10.1	Effectiveness Date <u>dd/mm/yyyy</u>
11.1	<p>Termination of Contract for Failure to Become Effective: The time period shall be fifteen (15) days.</p>
12.1	Commencement of Services: <u>dd/mm/yyyy</u>
13.1	<p>Expiration of Contract: <u>dd/mm/yyyy</u></p> <p>However, contract is renewable on annual basis with approval of Chief Manager Lahore for another period of two years after original expiry.</p>
24.1	The documents/reports/ data etc. which shall be used by the Consultant may contain highly sensitive data. Thus, the Consultant shall not use any of the documents/reports/data etc. which are either property of SBP or shall be prepared for this assignment for purposes unrelated to this Contract without the prior written

	<p>approval of the Client. A certificate to this effect shall be provided by the Consultant whenever the Client shall require.</p> <p>All documents/reports/data etc. shall invariably become and remain the property of SBP, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client. This would be a pre-condition for materialization of final payment. The Consultant shall neither be allowed to retain copies of the data nor the information therein in any digital or other form.</p> <p>The Consultant shall obtain the Client's prior approval in writing before making any proceedings of the assignment public/sharing with media. SBP shall have the ownership of the documents/reports/ /data gathered for the assignment. The Consultant shall neither be allowed to retain copies of the data in any digital or other form besides the documents, and reports for purposes unrelated to this Contract without the prior written approval of the Client.</p>
27.1	<p>The Contract price: as per price schedule and will be updated at contract signing stage.</p> <p>The contract price "is not" subject to any 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>
30.2	<p>The payment schedule: Monthly Retainer fee will be paid by 10th of every month.</p> <p>50% Professional Fee will be paid in Advance and 50% Balance Professional Fee on successful completion of case/s, as per rates envisaged in Financial Proposal, on receipt of certified copy of court order/decision/judgment.</p> <p>Conveyance Charges will be paid as per actual for attending various Courts of Law outside Lahore.</p>
31	<p>The dispute resolution mechanism, as enunciated in GCC Clause 31 shall be followed. The Place of Arbitration shall be Lahore, the courts of Lahore shall have exclusive jurisdiction.</p>
32.1	<p>The liquidated damages rate is 0.25 percent per day of the total retainer ship fee. The maximum amount of liquidated damages for the whole contract is 10% of the total retainer ship fee. Once the maximum is reached the Client may consider termination of the contract.</p>
33.1	<p>5% of the total retainer fee for entire period of the contract which should remain valid 28 days beyond expiry date of the contract.</p>

Appendices

Appendix A:	Terms of Reference
Appendix B:	Breakdown of Contract Price
Appendix C:	Consultant's Proposal
Appendix D:	Notification of Award
Appendix E:	Letter of Acceptance
Appendix F:	Performance Guarantee
Appendix G:	Integrity Pact
Appendix H:	Non-Disclosure Agreement

Introduction

The services of a seasoned Lawyer are required to defend interest of the bank in cases filed by and against the Bank in various Courts of Law.

1. Scope of work

The Advocate is required to:-

- 1.1. Offer legal opinion against various cases referred to him by various Divisions/ Units of the Bank. For this purpose, he will visit Office of the Bank on day to day basis as per requirement of the Bank.
- 1.2. Examination of House Building Advance cases of all types and at all stages, including agreements and bonds to be executed by the Bank.
- 1.3. Prepare draft of suits/ petitions to be filed by the Bank against delinquent parties.
- 1.4. Prepare draft reply of petitions filed against the Bank.

2. Deliverables

- 2.2. To protect interest of the Bank in various Courts of Law.

3. Timeline

- 3.1 Appear before the concerned Courts of Law at the time and date fixed by relevant Courts with full preparation of the case. Immediately, after attending Court/s he / she will submit Progress Report in writing to the Bank.

4. Any other parameter deemed necessary by the procuring Office

- 4.1. The engagement of the Lawyer will not affect his right to private practice subject to the condition that work of the bank will be given top priority.
- 4.2. He / She will not take up or defend on behalf of any other party in any case which involves infringement of SBP Laws such as Foreign Exchange Regulation Act 1947, Banking Companies Ordinance 1962, State Bank of Pakistan Act 1956, SBP Banking Services Ordinance, 2001 or the Laws operated by the State Bank of Pakistan or which may now or hereafter be subjected to judicial proceedings to which the Bank itself is a party.
- 4.3. He / She will not work as Legal Advisor for any other Bank or Banking Company in Pakistan.
- 4.4. He / She will be required to maintain strictest secrecy in the Bank's official matters.

APPENDIX B – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-1 and FIN-2] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any.]

APPENDIX F – PERFORMANCE GUARANTEE

To:

The Chief Manager.
SBP Banking Services Corporation
54-Shahrah-e-Quaid-e-Azam
Lahore

WHEREAS *[name of Consultant]* (hereinafter called “the Consultant”) has undertaken, in pursuance of Contract No. *RFP No. GSU-LHR/PTLA/ 307142 /2025* for ***Engagement of a Lawyer for providing Part Time Legal Advisory Services to SBP Banking Services Corporation, Lahore*** (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 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 *[amount of the guarantee in words and figures]*, 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 guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____ 2025.

Signature and seal of the Guarantors

[name of bank or financial institution]

APPENDIX G – INTEGRITY PACT

**Declaration of Fees, Commissions and Brokerage etc
Payable by the Suppliers of Goods, Services & Works**
Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

Contract No. _____
Contract Value: _____
Contract Title: _____

Dated _____

..... [name of Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from CLIENT or any administrative subdivision or agency thereof or any other entity owned or controlled by CLIENT through any corrupt or fraudulent business practice.

Without limiting the generality of the foregoing, [name of 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, Organizations, 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 CLIENT, except that which has been expressly declared pursuant hereto.

[name of 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 CLIENT and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of 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 rights and remedies available to CLIENT under any law, contract or other instrument, be voidable at the option of CLIENT.

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

Name of Client:
Signature:
[Seal]

Name of Consultant:
Signature:
[Seal]

Appendix H – Non-Disclosure Agreement

Engagement of a Lawyer for providing Part Time Legal Advisory Services to SBP Banking Services Corporation, Lahore

THIS AGREEMENT made on _____ between **SBP Banking Services Corporation Lahore office** through its representative _____ having its registered office at 54-Shahrah-e-Quaid-e-Azam Lahore, Pakistan hereinafter referred to as the **DISCLOSING PARTY**

-and-

The (Name of Consultant) through its representative _____ having its registered office at ----, hereinafter referred to as the **RECEIVING PARTY** the (hereinafter together referred to as “the parties”)

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

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

1. Purpose of this Non-Disclosure Agreement

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

Confidentiality and Acknowledgement

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

- Information about the activities of the SBP/SBP BSC.
- Information including but not limited to:
 - Policies
 - Procedures
 - Business Rules and Plans
 - Validation Checks, all project related information
 - Process followed etc.
- Any other information that recipient obtained from SBP/SBP BSC deliberately or otherwise during the course of this exercise.

Whereas parties have agreed that the Disclosing Party has disclosed or may disclose certain confidential and proprietary information (*including, without limitation, internal policies & procedures, computer programs, technical drawings, algorithm, know-how, formulas, processes, ideas, whether patent or not and other technical, business, financial, customer and product development plans, forecast, strategies and information which to the extent previously, presently or subsequently disclosed to the Receiving party is hereinafter referred to as the Confidential/Proprietary Information of the Disclosing Party*) to the Receiving Party as per agreed scope of 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 above types of information as secret and shall not at any time for any reason is permitted to disclosed to any person or otherwise use any unpublished information relating to the Bank.

Further, the Receiving party agrees:

- (i) To hold the DISCLOSING PARTY's PROPRIETARY INFORMATION confidential 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 own confidential information and in any event not less than that which a reasonable person or business would take in protecting its own 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, same shall be intimated to the disclosing party before any disclosure is made.

2. Term of agreement

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

3. Title and Intellectual Property Rights

All Confidential Information disclosed by the Disclosing Party is acknowledged by the Receiving Party to be the property of the Disclosing Party and the disclosure of Confidential Information shall not be deemed to confer any proprietary rights to that Confidential Information on the Receiving Party.

All title rights and intellectual property rights of whatever nature (including but not limited to copyright, patents, trademarks, registered designs and the right to apply therefor) to the Confidential Information and to the matters referred to therein are vested in the Disclosing Party and its third party suppliers and no rights, interests or licences in any part of the Confidential Information are granted or transferred either expressly or impliedly to the Receiving Party. The Disclosing Party shall in its sole discretion be entitled to apply in any jurisdiction for any patents, trademarks and designs and applications in respect of any part of the Confidential Information, including without limitation, author certificates, inventor certificates, improvement patents, utility certificates and models and certificates of addition including revisions, renewals, continuation, extensions or reissues thereof.

The Disclosing Party may request in writing at any time that any material containing Confidential Information and any copies of such shall be returned by the Receiving Party with a written statement of certification to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any

Confidential Information or copies thereof. The Receiving Party shall comply with any such request within seven (7) days of receipt of such request. Any of the Confidential Information and copies thereof which the Receiving Party agrees with the Disclosing Party does not have to be returned to the Disclosing Party will be destroyed or irretrievably deleted (as applicable) at the request of the Disclosing Party and such destruction or deletion will be confirmed to the Disclosing Party in writing.

4. Remedies

The RECEIVING PARTY acknowledges that in case of breach of this Agreement, the Disclosing Party in addition to terminating the contract.....(add title of contract) may take legal actions that includes but is not limited to claiming damages under the applicable laws.

5. Applicable laws

This agreement shall be governed by and constructed in accordance with the laws of 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. The award shall be conclusive, and binding on the Parties and the parties submit to the non-exclusive jurisdiction of the Lahore Courts.

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 Client (Disclosing Party)	For and on behalf of the Consultant (Receiving Party)
<i>[Authorized Representative]</i> (Name, Designation, Official Stamp and signature)	<i>[Authorized Representative]</i> (Name, Designation, Official Stamp and signature)
Witness 1	Witness 1
Name: _____	Name: _____
CNIC# _____	CNIC# _____
Signature: _____	Signature: _____
Witness 2	Witness 2
Name: _____	Name: _____
CNIC# _____	CNIC# _____
Signature: _____	Signature: _____

End of Document