



# **BIDDING DOCUMENTS FOR SERVICES**

*for*

## ***Procurement of Services of a Testing Agency to Conduct Recruitment Drives for the State Bank of Pakistan (SBP) and SBP Banking Services Corporation***

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

**October 2023**

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## Section I: Invitation to Bid



# SBP BANKING SERVICES CORPORATION

## Invitation to Bid (ITB)

**ITB No. GSD (Proc.II) / HRD-Testing Services /56182 /2023**

SBP Banking Services Corporation invites sealed bids from eligible Bidders, registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for **Procurement of Services of a Testing Agency to Conduct Recruitment Drives for the State Bank of Pakistan (SBP) and SBP Banking Services Corporation** for a period of three years.

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

A pre-bid meeting will be held on **November 02, 2023 at 11:00 AM** via Zoom Meeting Application. Meeting ID & Password is given in the Bidding Documents. The prospective firms can also obtain the Meeting ID & Passcode through an email request at [gsd.proc2@sbp.org.pk](mailto:gsd.proc2@sbp.org.pk)

The bids prepared in accordance with the instructions provided in the Bidding Documents must be delivered in a hard copy submitted (in person, or by post) at the address given below on or before **November 14, 2023 at 11:00 AM** which shall be opened on the same day at **11:30 AM** at Learning Resource Centre, State Bank of Pakistan, I.I. Chundrigar Road, Karachi, Pakistan in the presence of representatives of firms who may choose to be present. This Invitation to Bid is also available on websites: [www.sbp.org.pk](http://www.sbp.org.pk) & [www.ppra.org.pk](http://www.ppra.org.pk)

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

## Section II: Instructions to Bidder

### A. General

<b>1. Scope of Bid</b>	<p>1.1. SBP Banking Services Corporation having its principal place of business at I.I. Chundrigar Road, Karachi, hereinafter called the “<b>Bank</b>”, invites sealed bids from tax registered eligible Bidders pursuant to Rule-36(b) “Single stage two envelopes procedure” of PPR-2004 for “<u>Procurement of Services of a Testing Agency to Conduct Recruitment Drives for the State Bank of Pakistan (SBP) and SBP Banking Services Corporation</u>” as detailed in the Bidding Documents.</p> <p>1.2. The title and identification number of the Invitation to Bid (ITB) and resulting Contract(s) are provided in the Bid Data Sheet.</p>
<b>2. Eligible Bidders</b>	<p>2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the minimum eligibility/ qualification criteria given in Bid Data Sheet (BDS).</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by the Bank for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A bidder declared ineligible as a result of corrupt and fraudulent practices under Rule 19 of Public Procurement Rules (PPR)-2004, shall not be permitted to submit the bid(s). The Bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.</p> <p>2.7. Bidder should meet all the minimum eligibility conditions as defined in BDS, however, after explicitly fulfilling the criteria (as mentioned in 2.7 of BDS) by the bidders, they will be further evaluated in terms of various parameters as given in Clause 3.2 of BDS.</p>
<b>3. Qualification of the Bidder</b>	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p> <p>3.2. All bidders shall provide all the documents with their bids as specified in the Bid Data Sheet.</p> <p>3.3. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria as specified in the Bid Data Sheet.</p>
<b>4. One Bid per Bidder</b>	<p>4.1. Each Bidder shall submit only one Bid.</p>
<b>5. Cost of Bidding</b>	<p>5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank in no case be held responsible or liable for those costs.</p>
<b>6. Visit to Bank’s Premises</b>	<p>6.1. If the conditions so permit, the Bank may allow Bidder to visit the Bank premises and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting shall be at the Bidder’s own expense.</p>

	<p>6.2. If the conditions so permit, the Bank will arrange for the Bidder and any of its personnel or agents to gain access to the relevant premises to observe the activities that may help them in preparing their bids more competitive, provided that the Bidder gives the Bank adequate notice of a proposed visit of at least seven (07) days prior to deadline for submission of bids. Alternatively, the Bank may organize a visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.2. Until otherwise stated in BDS failure of a Bidder to make a visit will not be a cause for its disqualification.</p> <p>6.3. No visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.</p>
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<b>B. Bidding Documents</b>	
<p><b>7. Content of the Bidding Documents</b></p>	<p>7.1. The content of the Bidding Documents is listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9:</p> <ul style="list-style-type: none"> <li>i. Invitation to Bid.</li> <li>ii. Instructions to Bidders (ITB)</li> <li>iii. Bid Data Sheet (BDS)</li> <li>iv. Form of Bids</li> <li>v. Evaluation Criteria</li> <li>vi. Form of Contract</li> <li>vii. General Conditions of Contract (GCC)</li> <li>viii. Special Conditions of Contract (SCC)</li> <li>ix. Format of Securities</li> <li>x. Description of Services, Performance Specifications &amp; TORs</li> <li>xi. Appendices</li> </ul> <p>7.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>7.3. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
<p><b>8. Clarification of Bidding Documents and Pre-bid Meeting</b></p>	<p>8.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Bank in writing at the given addresses (i.e. surface mail or email) and by one of the means indicated in the BDS. The Bank will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days prior to the deadline for submission of bids.</p> <p>8.2. The Bank will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to provide clarity on scope of services and to answer questions that may be raised at this stage, with particular attention to issues related to the Scope of Services/Technical Requirements.</p>
<p><b>9. Amendment of Bidding Documents</b></p>	<p>9.1. At any time prior to the deadline for submission of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the</p>

	<p>Bidding Documents. Such amendments shall take precedence over the existing document.</p> <p>9.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Bank. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.</p> <p>9.3. In order to afford prospective Bidders reasonable time to take the amendment (s) into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of <b>Rule 27 of PPR 2004</b>.</p>
<b>C. Preparation of Bids</b>	
<b>10. Language of Bid</b>	10.1. The bid prepared by the Bidder, as well as all correspondence and documents related to the bid exchanged by the Bidder and the Bank shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu in which case, for purposes of interpretation of the Bid, the translation shall govern.
<b>11. Documents Comprising the Bid</b>	11.1. The Bid submitted by the Bidder shall comprise the following: <ul style="list-style-type: none"> <li>a) The Forms of Bid (in the format indicated in Section III i.e. Forms for Technical Proposal &amp; V Forms for Financial Proposal);</li> <li>b) Bid Security;</li> <li>c) Price Schedule;</li> <li>d) Qualification Information Form and Documents;</li> <li>e) Any other materials / services required to be completed and submitted by bidders, as specified in the BDS.</li> </ul>
<b>12. Bid Prices</b>	<p>12.1. The Contract shall be executed for the Services, as described in the Appendix A &amp; B of the contract.</p> <p>12.2. The Bidder shall fill in rates / prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule.</p> <p>12.3. All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price/rates submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price/rates.</p> <p>12.4. If provided for in the Bid Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.5 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.</p>
<b>13. Currencies of Bid and Payment</b>	13.1. Price quoted by the Bidder and the payments to be made by the Bank will be in Pak Rupees.
<b>14. Bid Validity</b>	<p>14.1. Bids shall remain valid for the period specified in the Bid Data Sheet.</p> <p>14.2. In exceptional circumstances, the Bank may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in</p>

	<p>writing or by cable. A bidder may refuse the request without forfeiting the Bid Security. A bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 15 in all respects.</p>
<p><b>15. Bid Security</b></p>	<p>15.1. The bid security shall be denominated in the currency of the bid price/rate:</p> <ul style="list-style-type: none"> <li>a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a schedule bank;</li> <li>b) shall be in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank prior to bid submission;</li> <li>c) be payable promptly upon written demand by the Bank;</li> <li>d) be submitted in its original form; copies will not be accepted;</li> <li>e) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 14.2.</li> <li>f) bids submitted with insufficient bid security will be rejected.</li> <li>g) bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the authority letter for receiving the instrument.</li> <li>h) the Most Advantageous Bidder's bid security will be released/ returned upon the submission of performance guarantee.</li> <li>i) the bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of SBP BSC.</li> </ul> <p>15.2. The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>ii. in the case of Most Advantageous Bidder, if the Bidder fails to sign the Contract under <b>ITB Clause 29</b> or fails to provide Performance Guarantee.</li> </ul>
<p><b>16. Format and Signing of Bid</b></p>	<p>16.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.</p> <p>16.2. The original and all copies of the bid, each consisting of the documents listed in <b>ITB Clause 11.1</b>, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid under <b>ITB Clause 11.1</b>. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.</p> <p>16.3. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.</p>



<b>D. Submission of Bids</b>	
<b>17. Sealing and Marking of Bids</b>	<p>17.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. [number]." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Bank at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date &amp; Time of the Bid Submission Deadline]."</p> <p>17.2. In addition to the identification required in <b>Sub-Clause 17.1</b>, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under <b>ITB Clause 19</b>.</p> <p>17.3. If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<b>18. Deadline for Submission of Bids</b>	<p>18.1. Bids must be received (through an authorized representative or courier/postal service) by the Bank at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.</p> <p>18.2. The Bank may extend the deadline for submission of bids by issuing an amendment <b>under ITB Clause 9</b>, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<b>19. Late Bids</b>	<p>19.1. Any Bid received (through an authorized representative or courier/postal service) by the Bank after the deadline prescribed in <b>ITB Clause 18</b> will be returned unopened to the Bidder.</p>
<b>20. Modification and Withdrawal of Bids</b>	<p>20.1. The Bidder may modify or withdraw its bid against one or all offices after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under <b>ITB Clause 18</b>.</p> <p>20.2. No bid can be modified after the deadline for submission of bids.</p> <p>20.3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in forfeiture of bid security of such Bidder.</p>
<b>E. Bid Opening &amp; Evaluation</b>	
<b>21. Bid Opening</b>	<p>21.1. The Bank will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the <b>BDS</b>.</p> <p>21.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
<b>22. Process to Be Confidential</b>	<p>22.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Bank to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>22.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Bank's prior written consent.</p>

	22.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.
<b>23. Clarification of Bids</b>	23.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
<b>24. Preliminary Examination</b>	<p>24.1. The Bank will examine the bids to determine whether;</p> <ol style="list-style-type: none"> <li>i. they are complete,</li> <li>ii. bid validity is provided accordingly,</li> <li>iii. required bid security/bid securing declaration have been furnished,</li> <li>iv. the documents have been properly signed,</li> <li>v. the bids are generally in order;</li> <li>vi. Bidder has provided all forms of Technical Proposal under <b>Section III</b> and relevant documents under <b>Section IV</b>.</li> </ol> <p>24.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>24.3. Bids submitted without a signed Bid Form by the authorized nominee of the Bidder will be rejected.</p> <p>24.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>24.5. Bids submitted late will also be rejected.</p>
<b>25. Correction of Errors</b>	<p>25.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ol style="list-style-type: none"> <li>i. if there is a discrepancy between prices exclusive of tax and the total price that is obtained by adding the exclusive of tax price and tax amount, the price exclusive of tax shall prevail, and the total price shall be corrected;</li> <li>ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail.</li> </ol> <p>25.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.</p>
<b>F. Award of Contract</b>	
<b>26. Award Criteria</b>	26.1. The contract will be awarded to the successful Bidder whose bid has been found technically & commercially compliant, who has offered the lowest evaluated cost, and emerged as the most advantageous Bidder. Provided further that the Bidder is determined to perform the contract satisfactorily.
<b>27. Bank's Right to Reject all the Bids</b>	27.1. The Bank reserves the right to annul the bidding process and reject all bids at any time before award of Contract under <b>Rule 33 of PPR-2004</b> , without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but the Bank will not be liable to provide any

	justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the bidders.
<b>28. Bank's Right to Vary Scope of Services at Time of Award</b>	28.1. Bank reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004.
<b>29. Notification of Award and Signing of Agreement</b>	29.1. Prior to the expiration of the period of bid validity, the Bank will notify the successful Bidder in writing, via registered letter/email, that its bid has been accepted. 29.2. The notification of award will constitute the formation of the Contract. 29.3. Upon the successful Bidder's furnishing of the performance guarantee pursuant to <b>ITB Clause 31</b> , the Bank will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to <b>ITB Clause 15</b> 29.4. Successful bidder shall sign Contract on stamp paper after paying stamp duty as per applicable stamp duty act and will return to the Client within 15 days.
<b>30. Disqualification Prior to Contract Signing</b>	30.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous Bidder, if the Bidder has been disqualified pursuant to <b>Rule 18 and Rule 19 of PPR-2004</b> or any other reason has led to the disqualification of the most advantageous Bidder or if the conditions of his qualification are invalid, the next Most Advantageous Bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.
<b>31. Performance Guarantee</b>	31.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the BDS. 31.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder. 31.3. The Performance guarantee may be forfeited if a Bidder: <ul style="list-style-type: none"> <li>i. fails to fulfill all the contractual and legal obligations;</li> <li>ii. fails to agree with the decision made by the Bank as a result of arbitration; or</li> <li>iii. violates any law(s) during execution of Contract.</li> <li>iv. fails to start the execution of services or stop providing services without prior approval of the Bank.</li> </ul>
<b>32. Advance Payment and Security</b>	32.1. The Bank will not provide an Advance Payment.
<b>33. Grievances Redressal</b>	33.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per <b>Rule 48 of PPR-2004</b> . The details of GRC is given on the PPR website: <a href="http://www.ppra.org.pk">www.ppra.org.pk</a> .
<b>34. Code of Conduct</b>	34.1. It is the Bank's policy to require that Bidder shall observe the highest standard of ethics during the procurement and execution

of such Contract. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:

*"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-*

- i. *"coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. *"collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;*
- iii. *"corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *"fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and*
- v. *"obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"*

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

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

Nature of Offense/ Fault	Means of Verification	Action By the Committee
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Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> <li>• Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</li> <li>• Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation</li> <li>• Cross verification of documentary undertaking submitted by Service Provider.</li> </ul>	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 to or defended by Service Provider.	Blacklisted and cross-debarred for the period up to 03 years.
Bidder failed to abide the Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross-debarred for the period up to 06 months.

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

34.4. The receipt for any money paid by the bidders will not be considered as an acknowledgment of payment to the Bidder unless such receipt is signed by a duly authorized officer of the Bank, and the Bidder shall be solely responsible for seeing that a proper receipt is provided.

34.5. Under Rule 7 of PPR 2004, Bidder undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at Section VI (Appendix J) for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.

34.6. Bank's policy requires that selected Bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the Bank's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder and termination of Contract arising out of this procurement.

34.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

	<p>i. A bidder that has been engaged by the Bank to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.</p> <p>ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the Bidder to be executed for the same or another client.</p> <p>iii. A bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of</p> <ol style="list-style-type: none"> <li>a. the preparation of the specifications of the goods,</li> <li>b. the selection process for such assignment, or</li> <li>c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank.</li> </ol> <p>34.8. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the Bidder as part of the bid.</p>
<p><b>35. Overriding Effect of PPR-2004</b></p>	<p>35.1. Whenever in conflict with these documents the stipulation of PPR-2004 shall prevail.</p>
<p><b>G. Bid Data Sheet</b></p>	
<p>The following specific data for services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over ITB.</p>	
<p><b>ITB Clause #</b></p>	<p><b>Description</b></p>
<p><b>(1)</b></p>	<ul style="list-style-type: none"> <li>• <b>Procurement Title:</b> <i>Procurement of Services of a Testing Agency to Conduct Recruitment Drives for the State Bank of Pakistan (SBP) and SBP Banking Services Corporation</i></li> </ul>

- **Reference Number:** *ITB No. GSD (Proc.II) / HRD-Testing Services /56182 /2023*
- **Procurement Method:** *Open Competitive Bidding as per Rule 21 of PPR-2004*

**Procurement Procedure:** *“Single Stage Two Envelopes Procedure” as per Rule-36(b) of PPR-2004*

The mandatory eligibility/qualification criteria is as follows:

<b>Mandatory Requirement</b>		
<b>Sr.#</b>	<b>Minimum Eligibility/ Qualification Criteria</b>	<b>Means of verification</b>
1.	The bidders must be registered with tax authorities and appear on the Active Taxpayers List (ATL) of FBR.	Attach copies of NTN /STN/ Registration Certificate/s
2.	The bidders should be ISO certified	Attach certificate
3.	The bidders should be registered with relevant government organization of Federal Government.	Attach attested copy of valid registration.
4.	The bidders should not have been blacklisted by any government/semi-government organization. An affidavit in this regard must be provided.	Attach Affidavit (as per format given in Tech. form 5 of Section III.
5.	The bidders should have test centers in at least 25 major district headquarters of Pakistan covering all provinces and the federal capital.	Provide sufficient documentary evidence.
6.	The bidders shall submit history of litigation (if any) between testing agency and its clients (both existing and previous). Adverse decisions in litigation against the service provider may lead to disqualification of the bidder; this will be determined by the bid evaluation committee and decision of bid evaluation committee shall be final.	Provide details as per Tech. form 6 of Section III.
7.	The bidder must submit Financial Stability Certificate of a minimum worth of Rs. 10 million duly verified by the Bank.	Certificate duly verified by the Bank.
8.	The bidder should not have been in the sanctioned list of NACTA (National Counter Terrorism Authority).	Attach Affidavit (as per format given in Tech. form 5 of Section III.

(2.7)  
&  
(3.2 &  
3.3)

Note: Only those bidders that shall meet the mandatory criteria will be considered for further evaluation under Score Based Criteria.

**A. Score Based Criteria**

#	Criteria	Scoring Mechanism	Maxi. Score
1.	The bidders should have credible experience of conducting recruitment tests/drives for well-reputed and comparable organizations:	1 score for having experience of at least 3 years and one score for each additional year of experience subject to a maximum of 10 scores.	10
2.	The bidders should have experience of conducting recruitment tests/drives for Management Trainees/Officers/Technical/IT/Engineering based positions during the last 7 years:	Up to 5 recruitment drives/tests: 0 score 6 to 10 recruitment drives/tests: 1 score 11 to 15 recruitment drives/tests: 2 scores 16 to 20 recruitment drives/tests: 3 scores 21 to 25 recruitment drives/tests: 4 scores 26 to 30 recruitment drives/tests: 5 scores 31 to 35 recruitment drives/tests: 6 scores 36 to 40 recruitment drives/tests: 7 scores 41 to 45 recruitment drives/tests: 8 scores 46 to 50 recruitment drives/tests: 9 scores Above 50 recruitment drives/tests: 10 scores	10
3.	The bidders should have experience of conducting recruitment tests/drives for management	01 score for each recruitment drive/test subject to a maximum of 10 scores.	10



	trainees/Officers level positions wherein at least 5000 candidates appeared in each test during the last 7 years.		
4.	Maximum number of candidates appeared in a single recruitment test/drive for management trainees/Officers level positions during the last 7 years.	Up to 7500 candidates: 1 score 7501 to 15000 candidates: 2 scores 15001 to 22500 candidates: 3 scores 22501 to 30000 candidates: 4 scores Above 30000 candidates: 5 scores	05
5.	The bidders should have a team of at least 30 qualified professionals on its panel for designing selection tests in the following disciplines:  <ul style="list-style-type: none"> <li>i. English</li> <li>ii. Mathematics</li> <li>iii. International Relations</li> <li>iv. Banking</li> <li>v. Engineering</li> <li>vi. Law</li> <li>vii. Financial Accounting</li> <li>viii. HR/Strategic Management</li> <li>ix. Organizational Behavior</li> <li>x. Financial Management</li> <li>xi. Economics</li> <li>xii. Information Technology</li> <li>xiii. Risk Management</li> <li>xiv. Audit &amp; Compliance</li> <li>xv. Statistics</li> <li>xvi. Information Security</li> <li>xvii. Data Sciences</li> <li>xviii. Computer sciences</li> <li>xix. Actuarial Sciences</li> <li>xx. Agriculture management</li> <li>xxi. Islamic Banking &amp; Finance</li> <li>xxii. Media &amp; Culture studies</li> <li>xxiii. Philosophy</li> <li>xxiv. Physics</li> <li>xxv. Business Administration</li> </ul>	<b>Educational Qualification:</b>  Bachelors/Masters (16 years) or above in relevant discipline = 05 scores  Bachelors (14 years) in relevant discipline = 2.5 score  Below Bachelors education = 0 score  <b><u>Experience in the relevant discipline:</u></b>  More than 5 years of experience = 5 scores  2-5 years of experience = 2.5 scores  Less than 2 years of experience = 0 score	10

	xxvi. Public Administration		
	xxvii. Commerce		
	xxviii. Information Systems		
	<b>Total</b>		<b>45</b>
	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. For criteria No.1, 2, and 3, the score shall be calculated on an actual basis. However, for criteria No. 5, the score will be calculated on an average basis as under: <ol style="list-style-type: none"> <li>a) (Sum of “Educational Qualification” score/28) plus (sum of experience based score /28).</li> <li>b) In case of the non-availability of qualified professionals in any of the 30 disciplines, zero marks shall be awarded in the whole criteria. Non-availability of qualified staff means zero marks in “<i>educational qualification</i>” or “<i>Experience in the relevant discipline</i>” of a particular discipline.</li> </ol> </li> <li>2. The minimum passing score is “36” subject to no “zero” score in any of the criteria/parameters/sub-parameters, as given in the scoring mechanism.</li> </ol>		
<b>8.2</b>	<p>A Pre-Bid meeting will be held on <b>November 02, 2023 at 11:00 AM</b> via Zoom Application.</p> <p>Zoom Meeting ID &amp; Password are given as:</p> <p><b>Meeting Link:</b>  <a href="https://us05web.zoom.us/j/85306279544?pwd=w8aZdzFXE1EvSOTKY0zVhcSck4ub3w.1">https://us05web.zoom.us/j/85306279544?pwd=w8aZdzFXE1EvSOTKY0zVhcSck4ub3w.1</a></p> <p>Meeting ID: 853 0627 9544  Passcode: Sbp@1234</p> <p>Bidders are encouraged to attend the pre-bid meeting.</p>		
<b>(12.4)</b>	<p>The Contract is <b>NOT</b> subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional indirect tax or duty during the currency of Contract that impacts the contract price, would be equally accounted for by both the parties of the Contract. i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new indirect tax or duty, the contract price would be adjusted accordingly.</p>		
<b>(14.1)</b>	<p>The period of Bid validity shall be <b>180 (One Hundred Eighty Days)</b> after the opening of the Bids.</p>		
<b>(15)</b>	<p>Bid Security of Rs. 207,000 must accompany the bid (technical proposal) in favor of SBP BSC (FTN# 9022604-6).</p> <p>Bid security can be submitted in the form of Pay Order / Bank Draft/ Call Deposit/Bank Guarantee drawn in favor of SBP BSC along with Technical Bid/Proposal in sealed envelope. Bid/s found deficient or without bid security will be rejected. Bid security should be prepared in favour of SBP BSC.</p> <p><i>*In case of Bank Guarantee, the validity of guarantee should be 28 days beyond bid validity period.</i></p>		

<p>(16)</p>	<p>The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as “<b>ORIGINAL TECHNICAL PROPOSAL</b>” and “<b>ORIGINAL FINANCIAL PROPOSAL</b>” in bold letters.</p> <p>The outer envelope shall be addressed to the Bank at the address given in the <b>BDS</b>, and carry the statement “<b>DO NOT OPEN BEFORE [Date &amp; Time of the Bid Submission Deadline]</b>”. The content of the Technical and Financial Proposal is mentioned in <b>BDS</b>.</p> <p>All participating bidders are required to submit a <b>scanned copy of the submitted Original Technical Proposal Only</b> after the opening of the Financial Proposal at <a href="mailto:gsd.proc2@sbp.org.pk">gsd.proc2@sbp.org.pk</a>.</p>																								
<p>(17.1)</p>	<p>Following should be the contents of the <b>Technical Proposal Envelope</b>:</p> <table border="1" data-bbox="331 674 1315 1093"> <thead> <tr> <th>#</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Form-I of Section III – Authorization Form of Bidder’s Representative</td> </tr> <tr> <td>2.</td> <td>Form-II of Section III – Technical Proposal Submission Form</td> </tr> <tr> <td>3.</td> <td>Form-III of Section III – Bid Security Form/Bank Guarantee</td> </tr> <tr> <td>4.</td> <td>Form-IV of Section III – Technical Compliance Form</td> </tr> <tr> <td>5.</td> <td>Form-V of Section III – Undertaking</td> </tr> <tr> <td>6.</td> <td>Form-VI of Section III – History of Litigation</td> </tr> <tr> <td>7.</td> <td>Form-VII of Section III-Recruitment drives with number of candidates appeared</td> </tr> <tr> <td>8.</td> <td>Form-VIII of Section III- List of recruitment drives</td> </tr> </tbody> </table> <p>Following should be the contents of the <b>Financial Proposal Envelope</b></p> <table border="1" data-bbox="331 1193 1326 1357"> <thead> <tr> <th>#</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Form-I of Section V – Financial Proposal Submission Form</td> </tr> <tr> <td>2.</td> <td>Form-II of Section V – Price Schedule in Pak. Rupees</td> </tr> </tbody> </table> <p><b>Important Note:</b></p> <p>i. Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid.</p>	#	Description	1.	Form-I of Section III – Authorization Form of Bidder’s Representative	2.	Form-II of Section III – Technical Proposal Submission Form	3.	Form-III of Section III – Bid Security Form/Bank Guarantee	4.	Form-IV of Section III – Technical Compliance Form	5.	Form-V of Section III – Undertaking	6.	Form-VI of Section III – History of Litigation	7.	Form-VII of Section III-Recruitment drives with number of candidates appeared	8.	Form-VIII of Section III- List of recruitment drives	#	Description	1.	Form-I of Section V – Financial Proposal Submission Form	2.	Form-II of Section V – Price Schedule in Pak. Rupees
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<p>(18.1)</p>	<p>The bids must be submitted no later than: <b><u>November 14, 2023, 11:00 AM (Karachi Local Time)</u></b></p> <p><b>The Bid submission address is:</b></p> <p style="text-align: center;"><b>Senior Joint Director,</b> Procurement Division II General Services Department (GSD) BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: +92-21-3311-5420/5477 <a href="mailto:gsd.proc2@sbp.org.pk">gsd.proc2@sbp.org.pk</a></p> <p>The Procuring Agency will communicate the opening of the Financial Proposal to the eligible/qualified bidders after the completion of Technical Evaluation.</p>																								

(21)	<p>No online option of the opening of the Technical Proposals is offered.</p> <p><b>The opening shall take place at:</b></p> <p style="text-align: center;"><b>Learning &amp; Resource Center/Heritage Meeting Room,</b> State Bank of Pakistan, I.I. Chundrigar Road, Karachi</p> <p><b>Date &amp; Time of Bid Opening: <u>November 14,2023 11:30 AM</u> (Karachi Local Time).</b></p>
(31.1)	<p>The Bidder must furnish Performance Guarantee @ 5% (Five Percent) of the Contract Price in the shape of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank, or in another form acceptable to the Bank. The Bank Guarantee must remain valid 28 days beyond the Contract's expiry date.</p>

### **Section III: Forms for Technical Proposal**

- 1. TECH Form 1- Authorization Form for Bidder's Representative**
- 2. TECH Form 2 - Technical Proposal Submission Form**
- 3. TECH Form 3 - Bid Security Form/Bank Guarantee**
- 4. TECH Form 4 - Technical Compliance Form**
- 5. TECH Form 5 - Undertaking**
- 6. TECH Form 6 - History of Litigation**
- 7. TECH Form 7 - Recruitment drives with number of candidates appeared**
- 8. TECH Form 8 - List of recruitment drives**

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

\_(ON SERVICE PROVIDER'S LETTERHEAD)

Date: \_\_\_\_\_

**IFB No:** ITB No. GSD (Proc.II) / HRD-Testing Services /56182 /2023  
**Title:** Procurement of Services of a Testing Agency to Conduct Recruitment Drives for the State Bank of Pakistan (SBP) and SBP Banking Services Corporation

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

Official Seal & Signature of Bidder:	_____
Date:	_____

**TECH Form 2: Technical Proposal Bid Submission Form**

(ON SERVICE PROVIDER'S LETTERHEAD)

Date: \_\_\_\_\_

**To:**

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

**Dear Sir,**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Beneficiary:** *[insert: Name and Address of Bank]*

**Date:** *[insert: date]*

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

Whereas, M/s ----- (hereinafter called "the Service Provider") has submitted its Bid dated ----- for **Procurement of Services of a Testing Agency to Conduct Recruitment Drives for the State Bank of Pakistan (SBP) and SBP Banking Services Corporation** (hereinafter called "the Bid").

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

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

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

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



**TECH Form 4: Technical Compliance Form**

(ON SERVICE PROVIDER'S LETTERHEAD)

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

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

**General Note**

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

**TECH Form 5: Undertaking**

(Over Stamp Paper of Rs. 100)

**Affidavit for Bidder's Blacklisting Status**

**Dear Sir,**

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

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

Seal & Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

**TECH Form 6: History of Litigation**

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

S. No.	Name of Plaintiff/ Complainant	Description of allegations	Current status	Result
1				

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**TECH Form 7: Recruitment drives with number of candidates appeared**

S.No.	Recruitment Drive	Organization	Category (Mgt. Trainee/Officer)	Date of Announcement	Date of Conduct of Written Test	No. of Candidates appeared

Seal & Signature of Bidder:

Date:

\_\_\_\_\_  
\_\_\_\_\_

**TECH Form 8: List of Recruitment Tests/Drives**

<b>Sr.#</b>	<b>Recruitment Drive</b>	<b>Organization</b>	<b>Date of Announcement</b>	<b>Date of Conduct of Written Test</b>

Seal & Signature of Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

## Section IV: Minimum Eligibility/Qualification Criteria

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

### B. Mandatory Criteria:

Mandatory Requirement		
Sr.#	Minimum Eligibility/ Qualification Criteria	Means of verification
1.	The bidders must be registered with tax authorities and appear on the Active Taxpayers List (ATL) of FBR.	Attach copies of NTN /STN/ Registration Certificate/s
2.	The bidders should be ISO certified	Attach certificate
3.	The bidders should be registered with relevant government organization of Federal Government.	Attach attested copy of valid registration.
4.	The bidders should not have been blacklisted by any government/semi-government organization. An affidavit in this regard must be provided.	Attach Affidavit (as per format given in Tech. form 5 of Section III.
5.	The bidders should have test centers in at least 25 major district headquarters of Pakistan covering all provinces and the federal capital.	Provide sufficient documentary evidence.
6.	The bidders shall submit history of litigation (if any) between testing agency and its clients (both existing and previous). Adverse decisions in litigation against the service provider may lead to disqualification of the bidder; this will be determined by the bid evaluation committee and decision of bid evaluation committee shall be final.	Provide details as per Tech. form 6 of Section III.
7.	The bidder must submit Financial Stability Certificate of a minimum worth of Rs. 10 million duly verified by the Bank.	Certificate duly verified by the Bank.
8.	The bidder should not have been in the sanctioned list of NACTA (National Counter Terrorism Authority).	Attach Affidavit (as per format given in Tech. form 5 of Section III.

Note: Only those bidders that shall meet the mandatory criteria will be considered for further evaluation under Score Based Criteria.

### C. Score Based Criteria

#	Criteria	Scoring Mechanism	Maxi. Score
6.	The bidders should have credible experience of conducting recruitment tests/drives for well-	1 score for having experience of at least 3 years and one score for each additional year of experience subject to a maximum of 10 scores.	10

#	Criteria	Scoring Mechanism	Maxi. Score
	reputed and comparable organizations:		
7.	The bidders should have experience of conducting recruitment tests/drives for Management Trainees/Officers/Technical/IT/Engineering based positions during the last 7 years:	Up to 5 recruitment drives/tests: 0 score 6 to 10 recruitment drives/tests: 1 score 11 to 15 recruitment drives/tests: 2 scores 16 to 20 recruitment drives/tests: 3 scores 21 to 25 recruitment drives/tests: 4 scores 26 to 30 recruitment drives/tests: 5 scores 31 to 35 recruitment drives/tests: 6 scores 36 to 40 recruitment drives/tests: 7 scores 41 to 45 recruitment drives/tests: 8 scores 46 to 50 recruitment drives/tests: 9 scores Above 50 recruitment drives/tests: 10 scores	10
8.	The bidders should have experience of conducting recruitment tests/drives for management trainees/Officers level positions wherein at least 5000 candidates appeared in each test during the last 7 years.	01 score for each recruitment drive/ test subject to a maximum of 10 scores.	10
9.	Maximum number of candidates appeared in a single recruitment test/drive for management trainees/Officers level positions during the last 7 years.	Up to 7500 candidates: 1 score 7501 to 15000 candidates: 2 scores 15001 to 22500 candidates: 3 scores 22501 to 30000 candidates: 4 scores Above 30000 candidates: 5 scores	05
10	The bidders should have a team of at least 30 qualified professionals on its panel for designing selection tests in the following disciplines:  xxix. English xxx. Mathematics xxxi. International Relations xxxii. Banking	<b>Educational Qualification:</b>  Bachelors/Masters (16 years) or above in relevant discipline = 05 scores  Bachelors (14 years) in relevant discipline = 2.5 score  Below Bachelors education = 0 score	10

#	Criteria	Scoring Mechanism	Maxi. Score
	xxxiii. Engineering xxxiv. Law xxxv. Financial Accounting xxxvi. HR/Strategic Management xxxvii. Organizational Behavior xxxviii. Financial Management xxxix. Economics xl. Information Technology xli. Risk Management xlii. Audit & Compliance xliii. Statistics xliv. Information Security xlv. Data Sciences xlvi. Computer sciences xlvii. Actuarial Sciences xlvi. Agriculture management xlix. Islamic Banking & Finance l. Media & Culture studies li. Philosophy lii. Physics liii. Business Administration liv. Public Administration lv. Commerce i. Information Systems	<u><b>Experience in the relevant discipline:</b></u>  More than 5 years of experience = 5 scores  2-5 years of experience = 2.5 scores  Less than 2 years of experience = 0 score	
	<b>Total</b>		<b>45</b>

**Notes:**

1. For criteria No.1, 2, and 3, the score shall be calculated on an actual basis. However, for criteria No. 5, the score will be calculated on an average basis as under:
  - a) (Sum of “Educational Qualification” score/28) plus (sum of experience based score /28).
  - b) In case of the non-availability of qualified professionals in any of the 24 disciplines, zero marks shall be awarded in the whole criteria. Non- availability of qualified staff means zero marks in “*educational qualification*” or “*Experience in the relevant discipline*” of a particular discipline.
2. The minimum passing score is “36” subject to no “zero” score in any of the criteria/parameters/sub-parameters, as given in the scoring mechanism.
3. Financial Proposals of only the technically qualified bidders will be opened and the bid(s) found to be the most advantageous shall be accepted.

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



## **Section V: Forms for Financial Proposal**

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

**Fin. Form 1: Financial Proposal Submission Form**

(ON SERVICE PROVIDER'S LETTERHEAD)

Date: \_\_\_\_\_

**To:**

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

**Dear Sir:**

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

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

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

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

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

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

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

\_\_\_\_\_  
*[Seal & signature]*      *[in the capacity of]*

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

**Fin. Form 2: Price Schedule**

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

<b>Description</b>	<b>Charges Per Candidate (Rs.) (Inclusive of applicable taxes)</b>
Lump sum cost per candidate as per details mentioned in Section VII-Schedule of Requirements.	
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of the person signing the Bid]</i> Date <i>[insert date]</i>	

**Note:**

1. Direct taxes will be the responsibility of the Supplier and the Procuring Agency will not reimburse the direct taxes and will be deducted at source from the invoice as per applicable rate/law.
2. No other charges whatsoever will be paid other than above on any grounds and Payments shall be subject to deduction of withholding income tax and services sales tax at the rates prevailing at the time of payment. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
3. Payment shall be made against satisfactory completion of each recruitment drive.

Authorized Signature:

\_\_\_\_\_

Name and Title of Signatory:

\_\_\_\_\_

Name of Bidder:

\_\_\_\_\_

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

## Section VI: Description of the Services

### Description of the Services, Performance Specification and Terms of Reference

1. Conduct written/selection tests for Client.
2. Develop a testing calendar for various general/specialized recruitment campaigns in consultation with the Client. The testing calendar shall possess following information:
  - i. Date of advertisement to be published in the leading newspapers.
  - ii. Last date for submission of applications.
  - iii. Date of holding written/selection tests.
  - iv. Date of submission of results to the Client.
3. Design testing product as per requirements of the Client.
4. Development and placement of e-application forms on the client's / service provider's websites as mutually decided.
5. Maintain an in house web development/IT capacity to meet the requirements of the client.
6. When required, place advertisement in country's leading newspapers for holding written tests for the positions as desired by the client. In such case, the design and mode of publication of advertisement shall be made by service provider as per directives of the client.
7. The Firm may charge certain percentage of test fee directly from the candidates at the time of registration for the test and/or from the client on re-imburement basis based on the number of candidates registered/enrolled for the test subject to payment of required portion of test fee by the candidate, unless advised otherwise by the client at its pleasure.
8. In case the recruitment process is cancelled by the client before conducting written test, fee paid by the candidates at the time of registration, shall be reimbursed to them.
9. Establish a camp office in the Client's premises to handle the operational matters with respect to conducting of written/selection tests against each recruitment drive e.g. receiving and scrutiny of applications etc. All the office equipment/systems and other materials shall be supplied by the service provider at its camp office to perform the tasks efficiently.
10. Scrutinize job applications on the basis of criteria as determined by the client.
11. Develop database of applications received against recruitment campaigns.
12. Supply of instructions, admit cards, sample test papers and/or other allied items to the candidates in a timely manner through various means including short message service, electronic/surface mail etc.
13. Maintain a dedicated helpdesk/helpline/call center for resolution of queries raised by candidates in a timely manner. Replies of complaints and queries shall be sole responsibility of Service provider and they will keep the record of all these activities.
14. Prepare error-free test papers/booklets through respective team of subject experts against various recruitment drives and ensure strict confidentiality of its contents before, during and after conduct of examination. In case of leakage/disclosure of test or any other relevant information which may help the participating candidates during the test or prior to conducting of test, the service provider shall re-arrange the test without charging any additional cost to client or candidates.
15. Coordinate and supervise the written test at each center.
16. Ensure availability of sufficient number of experienced/ trained invigilators/superintendents and other resources during conduct of examination at each test center and answer the queries of candidates during the conduct of recruitment drives.

17. Ensure establishment of facilitation center for candidates at each test center.
18. Ensure OMR sheet based testing, computer based testing and online testing etc. for candidates (locally and internationally) etc. for candidates, as and when advised by the Client. In any of the case, the test fee shall remain same.
19. Supply and collection of test material to/from each test center in sealed box(es). The box(es) should preferably be made of hard plastic/alloy or metal.
20. Conduct tests in all those cities from where at least 50 candidates have applied against any advertised position or any other number of candidates as determined by the Client. The test centers shall be established at all provincial capitals irrespective of number of candidates.
21. Ensure foolproof security arrangements at each test center.
22. Ensure proper evaluation and marking of answer sheets.
23. Finalize results including all data processing as per timelines given by the client.
24. Submit test results in hard and soft forms to the Client within the stipulated time.
25. Facilitate the Client in conducting audit of the test results in the premises of service provider, as and when desired by the client. The audit team of client will check authenticity of result compilation procedure including software/system and manual checking adopted by the service provider. The scope of audit of written test result shall be limited to the extent of particular/respective recruitment drive or may extend in some situations, with the mutual consent. The relevant record/IT systems, office space, necessary stationary etc. shall be made available in advance by the service provider. Further, the client may nominate its officers as observers who shall visit test centers during the conduct of written test to observe the facilities/arrangements done by the service provider. The client's observers may also pay surprise visits to the test centers. The service provider shall provide necessary facilitation to the observers nominated by client in this regard.
26. Announce test results as per the criteria provided by the client against respective recruitment drive. For the purpose, the firm shall upload the test results of all candidates on its website and send result sheet to them through courier as well as email and short message service (SMS).
27. Provide any other related service as per need of the client in respect of testing services.
28. The Service provider shall ensure avoidance of conflict of interest during the testing process. In case any of the employee of the service provider or their close relatives are participating in any of the recruitment drive of client, in any such situation, same information shall be shared with client. Subsequently, authorized/contract signatory of contract agreement will officially communicate client that no such conflict of interest arises if the candidate participates in the recruitment drive and same will be allowed only after concurrence of HR department of client. The Service provider shall share this information well before the conduct of written test. In case, the concerned employee of the service provider or their close relatives do not inform the service provider of his/her application, the service provider may proceed against him/her as per rules and shall cancel his/her test upon receipt of any such information. Any litigation which may arise due to any action of service provider will be dealt by the Service provider solely and will never make the client a party to such cases.
29. The service provider shall be exclusively responsible to address complaints, demands and claims if any from the prospective candidates or any third party with regard to recruitment test undertaken by service provider or any other act done in the course of performance of its duties accruing from the contract. Service Provider shall also undertake to indemnify client against any such complaints, demands and claims.
30. The service provider shall exclusively handle all litigation pertaining to the selection process/written test and any other act done in the course of performance of contractual duties, before any Court of law, administrative or judicial tribunal or any judicial or quasi-judicial forum. Service Provider shall also undertake to indemnify client against any such litigation, complaint and claims and provide separate indemnity bond in this regard.

31. The service provider shall retain record of the entire process i.e. test paper, answer sheets, and recommendations etc. during the currency of contract and for a period of five years after expiry/termination of the contract. Such record shall however, be destroyed after the said period only after seeking consent from the Client.
32. The recruitment procedure or any term & condition of contract can change subject to instructions issued by the Govt. of Pakistan or any other competent authority. The Service provider will adhere to the instructions issued in this regard.
33. Client will not reimburse any additional cost to service provider or its representatives on account of coordination/ consultation etc., if any, to be carried out during the currency of contract.

**Supplementary Information:**

Following are the approximate enrollment figures of recruitment drives carried out during the last three years for SBP and SBP Banking Services Corporation:

1. SBP BSC has conducted around 07 recruitment drives during the last three years. For Officer Training Program (OG-1) average number was around 8,000 applicants. Whereas, for YPIP (OG-2) the number of average applicants was around 25,000. However, for specialized posts, the average number of applicants is around 500.
2. State Bank of Pakistan has completed 20 recruitment drives in the last 3 years, and on average 200 to 300 applications were received for each position. The average applications for SBOTS batches were 30,000.
3. Separate contracts will be signed for the State Bank of Pakistan and SBP Banking Services Corporation.

## Section VII: Contract Forms

(Payment of stamp duty as per the prevailing rates applicable in Sindh as per estimated contract price will be responsibility of the successful bidder)

### CONTRACT FOR SERVICES



### *Procurement of Services of a Testing Agency to Conduct Recruitment Drives for the State Bank of Pakistan (SBP)*

Between

*State Bank of Pakistan*

and

*Most Advantageous Bidder*

DD-MM-YYYY

## Form of Contract – State Bank of Pakistan

This CONTRACT (hereinafter called the “Contract”) is made the **[number]** day of the month of **[month], [year]**, between, **State Bank of Pakistan** (hereinafter referred to as the “Client” which expression shall, wherever the context so permits, include its successors in interest and assigns) through \_\_\_\_\_ who is duly authorized in this behalf, of the First Part) having its office at State Bank of Pakistan, 10th Floor, I.I Chundrigarh Road, Karachi

AND

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

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

WHEREAS,

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

NOW, THEREFORE the parties hereto hereby agree as follows:

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

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

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



(b) The Client shall make payments to the service provider in accordance with the provisions of the Contract.

3. The Service provider shall provide the Services during the period commencing \_\_\_\_\_ and continuing through \_\_\_\_\_ or any other period as may be subsequently agreed by the parties in writing.

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

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

## General Conditions of Contract (GCC)

<b>A. General Provisions</b>	
<b>1. Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>(a) <b>“Applicable Law”</b> means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</li> <li>(b) <b>“Client”</b> means <b>State Bank of Pakistan</b>.</li> <li>(c) <b>“Contract”</b> means the legally binding written agreement signed between the Client and the service provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</li> <li>(d) <b>“Day”</b> means a calendar day unless indicated otherwise.</li> <li>(e) <b>“Effective Date”</b> means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.</li> <li>(f) <b>“Experts”</b> means Staff of the Contractor</li> <li>(g) <b>“Government”</b> means the Government of Pakistan.</li> <li>(h) <b>“Key Personnel”</b> means key Staff of the service provider mentioned in Appendix D who will officially coordinate with Client.</li> <li>(i) <b>“Local Currency”</b> means the currency of Islamic Republic of Pakistan.</li> <li>(j) <b>“Party”</b> means the Client or the service provider, as the case may be, and “Parties” means both of them.</li> <li>(k) <b>“SCC”</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</li> <li>(l) <b>“Services”</b> means the work to be performed by the service provider pursuant to this Contract, as described in Appendix A &amp; B hereto.</li> <li>(m) <b>“Service Provider”</b> means “Name of Service Provider”.</li> </ul>
<b>2. Relationship between the Parties</b>	<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 service provider. The service provider, subject to this Contract, has complete expertise and experience for performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p> <p>2.2 The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Client will not provide the Service Provider or the Service Provider’s employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax / withholding tax is Service Provider’s responsibility.</p> <p>2.3 The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider’s employee (s) shall be dealt with exclusively by the Service Provider. None of the Service Provider’s employee (s) shall be entitled to seek employment with the Client merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service</p>

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

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

	<p>which makes a Party's performance of its obligations under the Contract impossible or to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party may terminate this Contract as per <b>clause 2.6</b> of the Contract because of Force Majeure.</p> <p><b>15.2. <u>No Breach of Contract</u></b>  The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <ul style="list-style-type: none"> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> <p><b>15.3. <u>Extension of Time</u></b>  Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
<b>16. Suspension</b>	<p>16.1. The Client may, by written notice of suspension to the service provider, suspend all the payments to the service provider hereunder if the service provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension</p> <ul style="list-style-type: none"> <li>i. shall specify the nature of the failure, and</li> <li>ii. shall request the service provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the service provider of such notice of suspension.</li> </ul>
<b>17. Termination</b>	<p>17.1. This Contract may be terminated by either Party as per provisions set up below:</p> <p><b>(a) By the Client</b></p> <p>17.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the service provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>a. If the service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;</li> <li>b. If the service provider becomes (or, if the service provider or any of its members becomes) insolvent or bankrupt or enter into any agreements with their</li> </ul>

	<p>creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <ul style="list-style-type: none"> <li>c. If the service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 35;</li> <li>d. If as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>f. If the service provider fails to confirm availability of Key Personnel as required in Clause GCC 24.</li> </ul> <p>17.1.2. Furthermore, if the Client determines that the service provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen-(14) calendar days written notice to the service provider, terminate the service provider’s employment under the Contract.</p>
	<p><b>(b) By the service provider</b></p>
	<p>17.1.3. The service provider may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> <li>a. If the Client fails to pay any money due to the service provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 35 within forty-five (45) calendar days after receiving written notice from the service provider that such payment is overdue.</li> <li>b. If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</li> <li>c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 35.</li> <li>d. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the service provider may have subsequently approved in writing) following the receipt by the Client of the service provider’s notice specifying such breach.</li> </ul>
	<p><b>(c) Cessation of Rights and Obligations</b></p>
	<p>17.1.4. Upon termination of this Contract pursuant to Clauses GCC 10 or GCC 17 hereof, or upon expiration of this Contract pursuant to Clause GCC 12, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 20, (iii) the service provider’s obligation to permit inspection, copying and auditing of their accounts and records set</p>

	<p>forth in Clause GCC 24, and (iv) any right which a Party may have under the Applicable Law.</p>
	<p><b>(d) Cessation of Services</b></p> <p>17.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18 (a) or GCC 18 (b), the service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
	<p><b>(e) Payment upon Termination</b></p> <p>17.1.6. Upon termination of this Contract, the Client shall make the following payments to the service provider:</p> <ol style="list-style-type: none"> <li>a. payment for Services satisfactorily performed prior to the effective date of termination; and</li> <li>b. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 17.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</li> </ol>
<p><b>C. Obligations of the Service Provider</b></p>	
<p><b>18. General</b></p>	<p><b>(a) Standard of Performance</b></p> <p>18.1. The service provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The service provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>18.2. The service provider shall employ and provide such qualified and experienced Experts and Sub- service provider as are required to carry out the Services.</p>
	<p><b>(b) Law Applicable to Services</b></p> <p>18.3. The service provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-service provider, comply with the Applicable Law.</p>
	<p><b>19.1. Conflict of Interests</b></p> <p>19.1. The service provider shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
	<p><b>(a) Prohibition of Conflicting Activities</b></p> <p>19.1.1. The service provider shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
	<p><b>(b) Strict Duty to Disclose Conflicting Activities</b></p> <p>19.1.2. The service provider has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the</p>

	disqualification of the service provider or the termination of its Contract.
<b>20. Confidentiality</b>	<p>20.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Bank to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>20.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Bank's prior written consent.</p> <p>20.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.</p>
<b>21. Liability of the service provider</b>	21.1. Subject to additional provisions, if any, set forth in the SCC, the service provider liability under this Contract shall be provided by the Applicable Law.
<b>22. Reporting Obligations</b>	<p>22.1. The service provider shall submit to the Client any and all such reports pertaining to the services directly or indirectly if and when required by the Client.</p> <p>22.2. There will be no employer employee relationship with the Client to any of the employees of the service provider.</p>
<b>23. Proprietary Rights of the Client in Reports and Records</b>	23.1. The service provider will not share any details or information with anyone except after prior permission of the Client.
<b>D. Service Provider's personnel</b>	
<b>24. Description of Key Personnel</b>	24.1. Key personnel Means, the Staff of the service provider who will officially coordinate with Client as enlisted at <b>Appendix D</b> .
<b>25. Replacement of Key personnel</b>	25.1. Any replacement in key personnel at clause 24 will be communicated in writing to the designated official of the Client, who will communicate the same to all concerned quarters.
<b>26. Removal of Experts or Sub-contractors</b>	26.1. Any removal in key personnel at clause 24 will be communicated in writing to designated official of the Client, however total strength in this regard cannot be less than 2.
<b>E. Obligations of the Client</b>	
<b>27. Assistance</b>	27.1. No assistance regarding exemption will be provided by the Client.
<b>28. Payment Obligation</b>	28.1. In consideration of the Services performed by the service provider under this Contract, SBP shall make such payments to the service provider for services specified in Appendix A & B and in such manner as is provided by GCC F below.
<b>F. Payments to the Service Provider</b>	
<b>29. Contract Price</b>	29.1. The Contract rates are fixed and is set forth in the Appendix E.
<b>30. Taxes and Duties</b>	30.1. The service provider is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
<b>31. Currency of Payment</b>	31.1. Any payment under this Contract shall be made in the Pak Rupees.
<b>32. Mode of Billing and Payment</b>	<p>32.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 29.1.</p> <p>32.2. The payments will be made according to the payment schedule stated in the SCC.</p> <p>32.2.1. The Client shall pay the service provider within thirty (30) days after the receipt by the Client of the services/</p>



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

## Special Conditions of Contract

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

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1(a) and 3.1</b>	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.
<b>4.1</b>	The language is <u>English or Urdu</u> .
<b>6.1 and 6.2</b>	<p><b>The addresses are:</b></p> <p><b>Clients:</b></p> <p style="text-align: center;"><b>The Director</b> Human Resource Department, 10<sup>th</sup> Floor, Main Building, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: 021-3311-****</p> <p><b>The Service Provider:</b></p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>
<b>7.1</b>	<p><b>The Authorized Representatives are:</b></p> <ul style="list-style-type: none"> <li>• <b>For the Client:</b> Name: _____ Designation: _____</li> <li>• <b>For the Service Provider: (Name &amp; Designation)</b> Name: _____ Designation: _____</li> </ul>
<b>9.1</b>	The contract shall become effective from _____ .
<b>10.1</b>	<b>Termination of Contract for Failure to Become Effective:</b> The time period shall be fifteen (15) days.
<b>11.1</b>	<b>Commencement of Services:</b> _____ <b>The number of days shall be maximum of fifteen (15) from the effectiveness date.</b>

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

## **APPENDICES**

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

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

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

34. Conduct written/selection tests for Client.
35. Develop a testing calendar for various general/specialized recruitment campaigns in consultation with the Client. The testing calendar shall possess following information:
  - i. Date of advertisement to be published in the leading newspapers.
  - ii. Last date for submission of applications.
  - iii. Date of holding written/selection tests.
  - iv. Date of submission of results to the Client.
36. Design testing product as per requirements of the Client.
37. Development and placement of e-application forms on the client's / service provider's websites as mutually decided.
38. Maintain an in house web development/IT capacity to meet the requirements of the client.
39. When required, place advertisement in country's leading newspapers for holding written tests for the positions as desired by the client. In such case, the design and mode of publication of advertisement shall be made by service provider as per directives of the client.
40. The Firm may charge certain percentage of test fee directly from the candidates at the time of registration for the test and/or from the client on re-imburement basis based on the number of candidates registered/enrolled for the test subject to payment of required portion of test fee by the candidate, unless advised otherwise by the client at its pleasure.
41. In case the recruitment process is cancelled by the client before conducting written test, fee paid by the candidates at the time of registration, shall be reimbursed to them.
42. Establish a camp office in the Client's premises to handle the operational matters with respect to conducting of written/selection tests against each recruitment drive e.g. receiving and scrutiny of applications etc. All the office equipment/systems and other materials shall be supplied by the service provider at its camp office to perform the tasks efficiently.
43. Scrutinize job applications on the basis of criteria as determined by the client.
44. Develop database of applications received against recruitment campaigns.
45. Supply of instructions, admit cards, sample test papers and/or other allied items to the candidates in a timely manner through various means including short message service, electronic/surface mail etc.
46. Maintain a dedicated helpdesk/helpline/call center for resolution of queries raised by candidates in a timely manner. Replies of complaints and queries shall be sole responsibility of Service provider and they will keep the record of all these activities.
47. Prepare error-free test papers/booklets through respective team of subject experts against various recruitment drives and ensure strict confidentiality of its contents before, during and after conduct of examination. In case of leakage/disclosure of test or any other relevant information which may help the participating candidates during the test or prior to conducting of test, the service provider shall re-arrange the test without charging any additional cost to client or candidates.
48. Coordinate and supervise the written test at each center.
49. Ensure availability of sufficient number of experienced/ trained invigilators/superintendents and other resources during conduct of examination at each test center and answer the queries of candidates during the conduct of recruitment drives.
50. Ensure establishment of facilitation center for candidates at each test center.

51. Ensure OMR sheet based testing, computer based testing and online testing etc. for candidates (locally and internationally) etc. for candidates, as and when advised by the Client. In any of the case, the test fee shall remain same.
52. Supply and collection of test material to/from each test center in sealed box(es). The box(es) should preferably be made of hard plastic/alloy or metal.
53. Conduct tests in all those cities from where at least 50 candidates have applied against any advertised position or any other number of candidates as determined by the Client. The test centers shall be established at all provincial capitals irrespective of number of candidates.
54. Ensure foolproof security arrangements at each test center.
55. Ensure proper evaluation and marking of answer sheets.
56. Finalize results including all data processing as per timelines given by the client.
57. Submit test results in hard and soft forms to the Client within the stipulated time.
58. Facilitate the Client in conducting audit of the test results in the premises of service provider, as and when desired by the client. The audit team of client will check authenticity of result compilation procedure including software/system and manual checking adopted by the service provider. The scope of audit of written test result shall be limited to the extent of particular/respective recruitment drive or may extend in some situations, with the mutual consent. The relevant record/IT systems, office space, necessary stationary etc. shall be made available in advance by the service provider. Further, the client may nominate its officers as observers who shall visit test centers during the conduct of written test to observe the facilities/arrangements done by the service provider. The client's observers may also pay surprise visits to the test centers. The service provider shall provide necessary facilitation to the observers nominated by client in this regard.
59. Announce test results as per the criteria provided by the client against respective recruitment drive. For the purpose, the firm shall upload the test results of all candidates on its website and send result sheet to them through courier as well as email and short message service (SMS).
60. Provide any other related service as per need of the client in respect of testing services.
61. The Service provider shall ensure avoidance of conflict of interest during the testing process. In case any of the employee of the service provider or their close relatives are participating in any of the recruitment drive of client, in any such situation, same information shall be shared with client. Subsequently, authorized/contract signatory of contract agreement will officially communicate client that no such conflict of interest arises if the candidate participates in the recruitment drive and same will be allowed only after concurrence of HR department of client. The Service provider shall share this information well before the conduct of written test. In case, the concerned employee of the service provider or their close relatives do not inform the service provider of his/her application, the service provider may proceed against him/her as per rules and shall cancel his/her test upon receipt of any such information. Any litigation which may arise due to any action of service provider will be dealt by the Service provider solely and will never make the client a party to such cases.
62. The service provider shall be exclusively responsible to address complaints, demands and claims if any from the prospective candidates or any third party with regard to recruitment test undertaken by service provider or any other act done in the course of performance of its duties accruing from the contract. Service Provider shall also undertake to indemnify client against any such complaints, demands and claims.
63. The service provider shall exclusively handle all litigation pertaining to the selection process/written test and any other act done in the course of performance of contractual duties, before any Court of law, administrative or judicial tribunal or any judicial or quasi-judicial forum. Service Provider shall also undertake to indemnify client against any such litigation, complaint and claims.

64. The service provider shall retain record of the entire process i.e. test paper, answer sheets, and recommendations etc. during the currency of contract and for a period of five years after expiry/termination of the contract. Such record shall however, be destroyed after the said period only after seeking consent from the Client.
65. The recruitment procedure or any term & condition of contract can change subject to instructions issued by the Govt. of Pakistan or any other competent authority. The Service provider will adhere to the instructions issued in this regard.
66. Client will not reimburse any additional cost to service provider or its representatives on account of coordination/ consultation etc., if any, to be carried out during the currency of contract.

**Supplementary Information:**

Following are the approximate enrollment figures of recruitment drives carried out during the last three years for SBP and SBP Banking Services Corporation:

4. SBP BSC has conducted around 07 recruitment drives during the last three years. For Officer Training Program (OG-1) average number was around 8,000 applicants. Whereas, for YPIP (OG-2) the number of average applicants was around 25,000. However, for specialized posts, the average number of applicants is around 500.
5. State Bank of Pakistan has completed 20 recruitment drives in the last 3 years, and on average 200 to 300 applications were received for each position. The average applications for SBOTS batches were 30,000.

**Appendix C**  
**Services and Facilities Provided by the Client**

Not Applicable



**Appendix D**  
**Key Personnel Names**

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

**Appendix E**  
**Break Down of Contract Price**

**Appendix F**  
**Payment Schedule**

Payment shall be made against satisfactory completion of each recruitment drive.

**Appendix G**  
**Service Provider's Bid**

**Appendix H**  
**Notification of Award**

**Appendix I**  
**Letter of Acceptance**

**Appendix J**  
**Performance Guarantee**

**To:**

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

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

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

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 2023

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

**Appendix K**  
**Integrity Pact**

**STATE BANK OF PAKISTAN**

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

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

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

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

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

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



## Appendix L

### Non-Disclosure Agreement

THIS AGREEMENT made on \_\_\_\_\_ between **State Bank of Pakistan** having its registered office ----- hereinafter referred to as the **DISCLOSING PARTY**

-and-

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

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

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

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

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

#### Confidentiality and Acknowledgement

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

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

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

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

Further, the Receiving party agrees:

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

**2. Term of agreement**

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

**3. Remedies**

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

**4. Applicable laws**

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

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

<p><b><u>State Bank of Pakistan (Disclosing Party)</u></b></p> <hr/> <p>Signature of nominated officer and Date</p> <hr/> <p>Name</p> <p><b><u>WITNESS:</u></b></p> <hr/> <p>CNIC No. _____</p>	<p><b><u>Agreed to and Accepted by M/s -----</u></b> <b><u>(Receiving Party)</u></b></p> <hr/> <p>Signature of authorized representative and Date</p> <hr/> <p>Name</p> <p><b><u>WITNESS:</u></b></p> <hr/> <p>CNIC No. _____</p>
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## Appendix M

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

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

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

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

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

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

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

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

**Name of Authorized Person:** \_\_\_\_\_

**Title of the person signing the Response:** \_\_\_\_\_

**Signature of the person named above:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(Payment of stamp duty as per the prevailing rates applicable in Sindh as per estimated contract price will be responsibility of the successful bidder)

## **CONTRACT FOR SERVICES**



### ***Procurement of Services of a Testing Agency to Conduct Recruitment Drives for SBP Banking Services Corporation (SBP BSC)***

Between

***SBP Banking Services Corporation (SBP BSC)***

and

***Most Advantageous Bidder***

DD-MM-YYYY

## Form of Contract – SBP Banking Services Corporation

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

AND

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

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

WHEREAS,

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

NOW, THEREFORE the parties hereto hereby agree as follows:

- 3. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of the Contract;
  - (f) Appendices:
    - xiii. Appendix A&B: *Description of the Services, Performance Specifications & Terms of Reference*
    - xiv. Appendix C: *Services and Facilities Provided by the Client*
    - xv. Appendix D: *Key Personnel Names*
    - xvi. Appendix E: *Breakdown of the Contract Price*
    - xvii. Appendix F: *Schedule of Payments*
    - xviii. Appendix G: *Service Provider’s Bid*
    - xix. Appendix H: *Notification of Award*
    - xx. Appendix I: *Letter of Acceptance*
    - xxi. Appendix J: *Performance Guarantee*
    - xxii. Appendix K: *Integrity Pact*
    - xxiii. Appendix L: *Non-Disclosure Agreement*
    - xxiv. Appendix M: *Beneficial Ownership Information*

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

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

(d) The Client shall make payments to the service provider in accordance with the provisions of the Contract.

3. The Service provider shall provide the Services during the period commencing \_\_\_\_\_ and continuing through \_\_\_\_\_ or any other period as may be subsequently agreed by the parties in writing.

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

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

## General Conditions of Contract (GCC)

<b>I. General Provisions</b>	
<b>1. Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>(n) <b>“Applicable Law”</b> means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</li> <li>(o) <b>“Client”</b> means <b>SBP Banking Services Corporation (SBP BSC)</b>.</li> <li>(p) <b>“Contract”</b> means the legally binding written agreement signed between the Client and the service provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</li> <li>(q) <b>“Day”</b> means a calendar day unless indicated otherwise.</li> <li>(r) <b>“Effective Date”</b> means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.</li> <li>(s) <b>“Experts”</b> means Staff of the Contractor</li> <li>(t) <b>“Government”</b> means the Government of Pakistan.</li> <li>(u) <b>“Key Personnel”</b> means key Staff of the service provider mentioned in Appendix D who will officially coordinate with Client.</li> <li>(v) <b>“Local Currency”</b> means the currency of Islamic Republic of Pakistan.</li> <li>(w) <b>“Party”</b> means the Client or the service provider, as the case may be, and “Parties” means both of them.</li> <li>(x) <b>“SCC”</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</li> <li>(y) <b>“Services”</b> means the work to be performed by the service provider pursuant to this Contract, as described in Appendix A &amp; B hereto.</li> <li>(z) <b>“Service Provider”</b> means “Name of Service Provider”.</li> </ul>
<b>2. Relationship between the Parties</b>	<p>2.4 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 service provider. The service provider, subject to this Contract, has complete expertise and experience for performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p> <p>2.5 The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Client will not provide the Service Provider or the Service Provider’s employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax / withholding tax is Service Provider’s responsibility.</p> <p>2.6 The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider’s employee (s) shall be dealt with exclusively by the Service Provider. None of the Service Provider’s employee (s) shall be entitled to seek employment with the Client merely on the ground that he/she had been engaged by the Service Provider</p>



	during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Client or was deployed to the Client.
<b>3. Applicable Law</b>	3.2. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
<b>4. Language</b>	4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>5. Headings</b>	5.1 The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	6.3 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC. 6.4 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.
<b>7. Authorized Representatives</b>	7.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the services provider may be taken or executed by the officials specified in the SCC
<b>8. Corrupt and Fraudulent Practices</b>	8.3 The Client requires compliance with its policy in regard to corrupt and fraudulent practices In pursuance of this policy, the Client: (e) defines, for the purpose of this paragraph, the terms set forth below as follows:  <i>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty or bid rigging;</i>  (f) will terminate the contract if it determines that the service provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question; (g) will sanction a service provider, including declaring the service provider ineligible, either indefinitely or for a stated period of time, to be awarded a client agreement if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SBP BSC agreement; and (h) Under Rule 19 of PPR-2004, “The Client can inter alia blacklist consultants/ service provider found to be indulging in corrupt

	<p>or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <p>8.4 Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management:</p>															
	<table border="1"> <thead> <tr> <th><b>Nature of Offense/ Fault</b></th> <th><b>Means of Verification</b></th> <th><b>Proposed Action under Rule 19</b></th> </tr> </thead> <tbody> <tr> <td><b>Corruption</b></td> <td>Actual instance verifiable as per law of land and applicable rules and regulations of SBP</td> <td>Permanent blacklisting.</td> </tr> <tr> <td><b>Fraud</b></td> <td>Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.</td> <td>Blacklisting for 3-5 years (depending on severity of fraud)</td> </tr> <tr> <td><b>Collusion</b></td> <td>Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</td> <td>Blacklisting for 3 years.</td> </tr> <tr> <td><b>Performance Deficiencies</b></td> <td>Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.</td> <td>Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.</td> </tr> </tbody> </table>	<b>Nature of Offense/ Fault</b>	<b>Means of Verification</b>	<b>Proposed Action under Rule 19</b>	<b>Corruption</b>	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Permanent blacklisting.	<b>Fraud</b>	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)	<b>Collusion</b>	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.	<b>Performance Deficiencies</b>	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.	Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.
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<b>J. Commencement, Completion, Modification and Termination of Contract</b>																
<b>9. Effectiveness of Contract</b>	9.1. This Contract shall come into force and effect on the date (the "Effective Date") as mentioned in the SCC.															
<b>10. Termination of Contract for Failure to Become Effective</b>	10.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC. The client shall consider termination of contract besides forfeiture of performance guarantee except the conditions specified under GCC 15 including temporary/permanent debarment if considered necessary.															
<b>11. Commencement of Services</b>	11.1. The service provider shall commence the Services not later than the number of days after the Effective Date specified in the SCC.															
<b>12. Expiration of Contract</b>	12.1. Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.															
<b>13. Entire Agreement</b>	13.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.															
<b>14. Modifications or Variations</b>	14.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.															
<b>15. Force Majeure</b>	<p><b>15.1. Definition</b></p> <p>For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party, and</p>															

	<p>which makes a Party's performance of its obligations under the Contract impossible or to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party may terminate this Contract as per <b>clause 2.6</b> of the Contract because of Force Majeure.</p> <p><b>15.2. No Breach of Contract</b> The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <ul style="list-style-type: none"> <li>c. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>d. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> <p><b>15.3. Extension of Time</b> Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
<b>16. Suspension</b>	<p>16.1. The Client may, by written notice of suspension to the service provider, suspend all the payments to the service provider hereunder if the service provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension</p> <ul style="list-style-type: none"> <li>iii. shall specify the nature of the failure, and</li> <li>iv. shall request the service provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the service provider of such notice of suspension.</li> </ul>
<b>17. Termination</b>	<p>17.1. This Contract may be terminated by either Party as per provisions set up below:</p> <p><b>(f) By the Client</b></p> <p>17.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the service provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>g. If the service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17;</li> <li>h. If the service provider becomes (or, if the service provider or any of its members becomes) insolvent or bankrupt or enter into any agreements with their</li> </ul>

	<p>creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <ul style="list-style-type: none"> <li>i. If the service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 35;</li> <li>j. If as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>k. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>l. If the service provider fails to confirm availability of Key Personnel as required in Clause GCC 24.</li> </ul> <p>17.1.2. Furthermore, if the Client determines that the service provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen-(14) calendar days written notice to the service provider, terminate the service provider’s employment under the Contract.</p>
	<p><b>(g) By the service provider</b></p>
	<p>17.1.3. The service provider may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> <li>e. If the Client fails to pay any money due to the service provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 35 within forty-five (45) calendar days after receiving written notice from the service provider that such payment is overdue.</li> <li>f. If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</li> <li>g. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 35.</li> <li>h. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the service provider may have subsequently approved in writing) following the receipt by the Client of the service provider’s notice specifying such breach.</li> </ul>
	<p><b>(h) Cessation of Rights and Obligations</b></p>
	<p>17.1.4. Upon termination of this Contract pursuant to Clauses GCC 10 or GCC 17 hereof, or upon expiration of this Contract pursuant to Clause GCC 12, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 20, (iii) the service provider’s obligation to permit inspection, copying and auditing of their accounts and records set</p>

	<p>forth in Clause GCC 24, and (iv) any right which a Party may have under the Applicable Law.</p>
	<p><b>(i) Cessation of Services</b></p> <p>17.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18 (a) or GCC 18 (b), the service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
	<p><b>(j) Payment upon Termination</b></p> <p>17.1.6. Upon termination of this Contract, the Client shall make the following payments to the service provider:</p> <ul style="list-style-type: none"> <li>c. payment for Services satisfactorily performed prior to the effective date of termination; and</li> <li>d. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 17.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</li> </ul>
<b>K. Obligations of the Service Provider</b>	
<b>18. General</b>	<p><b>(c) Standard of Performance</b></p> <p>18.1. The service provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The service provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>18.2. The service provider shall employ and provide such qualified and experienced Experts and Sub- service provider as are required to carry out the Services.</p>
	<p><b>(d) Law Applicable to Services</b></p> <p>18.3. The service provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-service provider, comply with the Applicable Law.</p>
	<p><b>19.1. Conflict of Interests</b></p> <p>19.1. The service provider shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
	<p><b>(c) Prohibition of Conflicting Activities</b></p> <p>19.1.1. The service provider shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
	<p><b>(d) Strict Duty to Disclose Conflicting Activities</b></p> <p>19.1.2. The service provider has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the</p>

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

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

## Special Conditions of Contract

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

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1(a) and 3.1</b>	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.
<b>4.1</b>	The language is <u>English or Urdu</u> .
<b>6.1 and 6.2</b>	<p><b>The addresses are:</b></p> <p><b>Clients:</b></p> <p style="text-align: center;"><b>The Director</b>  Human Resource Management Department,  1<sup>st</sup> Floor, BSC House, State Bank of Pakistan  I.I. Chundrigar Road,  Karachi  Tel: 021-3311-****</p> <p><b>The Service Provider:</b></p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>
<b>7.1</b>	<p><b>The Authorized Representatives are:</b></p> <ul style="list-style-type: none"> <li>• <b>For the Client:</b>  Name: _____  Designation: _____</li> <li>• <b>For the Service Provider: (Name &amp; Designation)</b>  Name: _____  Designation: _____</li> </ul>
<b>9.1</b>	The contract shall become effective from _____ .
<b>10.1</b>	<b>Termination of Contract for Failure to Become Effective:</b> The time period shall be fifteen (15) days.
<b>11.1</b>	<p><b>Commencement of Services:</b> _____</p> <p><b>The number of days shall be maximum of fifteen (15) from the effectiveness date.</b></p>



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

## **APPENDICES**

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

13. Appendix A & B: *Description of the Services, Performance Specifications & Terms of Reference*
14. Appendix C: *Services and Facilities Provided by the Client*
15. Appendix D: *Key Personnel Names*
16. Appendix E: *Breakdown of the Contract Price*
17. Appendix F: *Schedule of Payments*
18. Appendix G: *Service Provider's Bid*
19. Appendix H: *Notification of Award*
20. Appendix I: *Letter of Acceptance*
21. Appendix J: *Performance Guarantee*
22. Appendix K: *Integrity Pact*
23. Appendix L: *Non-Disclosure Agreement*
24. Appendix M: *Beneficial Ownership Information*

## **Appendix A & B**

### **Description of the Services, Performance Specification and Terms of Reference**

1. Conduct written/selection tests for Client.
2. Develop a testing calendar for various general/specialized recruitment campaigns in consultation with the Client. The testing calendar shall possess following information:
  - i. Date of advertisement to be published in the leading newspapers.
  - ii. Last date for submission of applications.
  - iii. Date of holding written/selection tests.
  - iv. Date of submission of results to the Client.
3. Design testing product as per requirements of the Client.
4. Development and placement of e-application forms on the client's / service provider's websites as mutually decided.
5. Maintain an in house web development/IT capacity to meet the requirements of the client.
6. When required, place advertisement in country's leading newspapers for holding written tests for the positions as desired by the client. In such case, the design and mode of publication of advertisement shall be made by service provider as per directives of the client.
7. The Firm may charge certain percentage of test fee directly from the candidates at the time of registration for the test and/or from the client on re-imburement basis based on the number of candidates registered/enrolled for the test subject to payment of required portion of test fee by the candidate, unless advised otherwise by the client at its pleasure.
8. In case the recruitment process is cancelled by the client before conducting written test, fee paid by the candidates at the time of registration, shall be reimbursed to them.
9. Establish a camp office in the Client's premises to handle the operational matters with respect to conducting of written/selection tests against each recruitment drive e.g. receiving and scrutiny of applications etc. All the office equipment/systems and other materials shall be supplied by the service provider at its camp office to perform the tasks efficiently.
10. Scrutinize job applications on the basis of criteria as determined by the client.
11. Develop database of applications received against recruitment campaigns.
12. Supply of instructions, admit cards, sample test papers and/or other allied items to the candidates in a timely manner through various means including short message service, electronic/surface mail etc.
13. Maintain a dedicated helpdesk/helpline/call center for resolution of queries raised by candidates in a timely manner. Replies of complaints and queries shall be sole responsibility of Service provider and they will keep the record of all these activities.
14. Prepare error-free test papers/booklets through respective team of subject experts against various recruitment drives and ensure strict confidentiality of its contents before, during and after conduct of examination. In case of leakage/disclosure of test or any other relevant information which may help the participating candidates during the test or prior to conducting of test, the service provider shall re-arrange the test without charging any additional cost to client or candidates.
15. Coordinate and supervise the written test at each center.
16. Ensure availability of sufficient number of experienced/ trained invigilators/superintendents and other resources during conduct of examination at

each test center and answer the queries of candidates during the conduct of recruitment drives.

17. Ensure establishment of facilitation center for candidates at each test center.
18. Ensure OMR sheet based testing, computer based testing and online testing etc. for candidates (locally and internationally) etc. for candidates, as and when advised by the Client. In any of the case, the test fee shall remain same.
19. Supply and collection of test material to/from each test center in sealed box(es). The box(es) should preferably be made of hard plastic/alloy or metal.
20. Conduct tests in all those cities from where at least 50 candidates have applied against any advertised position or any other number of candidates as determined by the Client. The test centers shall be established at all provincial capitals irrespective of number of candidates.
21. Ensure foolproof security arrangements at each test center.
22. Ensure proper evaluation and marking of answer sheets.
23. Finalize results including all data processing as per timelines given by the client.
24. Submit test results in hard and soft forms to the Client within the stipulated time.
25. Facilitate the Client in conducting audit of the test results in the premises of service provider, as and when desired by the client. The audit team of client will check authenticity of result compilation procedure including software/system and manual checking adopted by the service provider. The scope of audit of written test result shall be limited to the extent of particular/respective recruitment drive or may extend in some situations, with the mutual consent. The relevant record/IT systems, office space, necessary stationary etc. shall be made available in advance by the service provider. Further, the client may nominate its officers as observers who shall visit test centers during the conduct of written test to observe the facilities/arrangements done by the service provider. The client's observers may also pay surprise visits to the test centers. The service provider shall provide necessary facilitation to the observers nominated by client in this regard.
26. Announce test results as per the criteria provided by the client against respective recruitment drive. For the purpose, the firm shall upload the test results of all candidates on its website and send result sheet to them through courier as well as email and short message service (SMS).
27. Provide any other related service as per need of the client in respect of testing services.
28. The Service provider shall ensure avoidance of conflict of interest during the testing process. In case any of the employee of the service provider or their close relatives are participating in any of the recruitment drive of client, in any such situation, same information shall be shared with client. Subsequently, authorized/contract signatory of contract agreement will officially communicate client that no such conflict of interest arises if the candidate participates in the recruitment drive and same will be allowed only after concurrence of HR department of client. The Service provider shall share this information well before the conduct of written test. In case, the concerned employee of the service provider or their close relatives do not inform the service provider of his/her application, the service provider may proceed against him/her as per rules and shall cancel his/her test upon receipt of any such information. Any litigation which may arise due to any action of service provider will be dealt by the Service provider solely and will never make the client a party to such cases.
29. The service provider shall be exclusively responsible to address complaints, demands and claims if any from the prospective candidates or any third party with regard to recruitment test undertaken by service provider or any other act done in the course

of performance of its duties accruing from the contract. Service Provider shall also undertake to indemnify client against any such complaints, demands and claims.

30. The service provider shall exclusively handle all litigation pertaining to the selection process/written test and any other act done in the course of performance of contractual duties, before any Court of law, administrative or judicial tribunal or any judicial or quasi-judicial forum. Service Provider shall also under takes to indemnify client against any such litigation, complaint and claims.
31. The service provider shall retain record of the entire process i.e. test paper, answer sheets, and recommendations etc. during the currency of contract and for a period of five years after expiry/termination of the contract. Such record shall however, be destroyed after the said period only after seeking consent from the Client.
32. The recruitment procedure or any term & condition of contract can change subject to instructions issued by the Govt. of Pakistan or any other competent authority. The Service provider will adhere to the instructions issued in this regard.
33. Client will not reimburse any additional cost to service provider or its representatives on account of coordination/ consultation etc., if any, to be carried out during the currency of contract.

**Supplementary Information:**

Following are the approximate enrollment figures of recruitment drives carried out during the last three years for SBP and SBP Banking Services Corporation:

1. SBP BSC has conducted around 07 recruitment drives during the last three years. For Officer Training Program (OG-1) average number was around 8,000 applicants. Whereas, for YPIP (OG-2) the number of average applicants was around 25,000. However, for specialized posts, the average number of applicants is around 500.
2. State Bank of Pakistan has completed 20 recruitment drives in the last 3 years, and on average 200 to 300 applications were received for each position. The average applications for SBOTS batches were 30,000.

**Appendix C**  
**Services and Facilities Provided by the Client**

Not Applicable

**Appendix D**  
**Key Personnel Names**

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

**Appendix E**  
**Break Down of Contract Price**



**Appendix F**  
**Payment Schedule**

Payment shall be made against satisfactory completion of each recruitment drive.

**Appendix G**  
**Service Provider's Bid**

**Appendix H**  
**Notification of Award**

**Appendix I**  
**Letter of Acceptance**

**Appendix J**  
**Performance Guarantee**

**To:**

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

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

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

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 2023

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

**Appendix K**  
**Integrity Pact**

**STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION**

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

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

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

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

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

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

## Appendix L

### Non-Disclosure Agreement

THIS AGREEMENT made on \_\_\_\_\_ between **SBP Banking Services Corporation** having its registered office ----- hereinafter referred to as the **DISCLOSING PARTY**

-and-

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

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

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

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

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

#### Confidentiality and Acknowledgement

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

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

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

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

Further, the Receiving party agrees:

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

**6. Term of agreement**

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

**7. Remedies**

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

**8. Applicable laws**

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

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

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



## Appendix M

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

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

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

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

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

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

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

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

**Name of Authorized Person:** \_\_\_\_\_

**Title of the person signing the Response:** \_\_\_\_\_

**Signature of the person named above:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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