



REQUEST FOR PROPOSALS

Procurement of Services of a Firm for Penetration Testing

(National Open Competitive Bidding)

Least Cost Selection Method - Regulation 3(C) of Procurement of Consultancy Services Regulations, 2010

November, 2024

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PART I

Section I. Letter of Invitation



SBP BANKING SERVICES CORPORATION

Letter of Invitation (LOI)

RFP No. GSD (Proc. II) /CySD-Penetration Testing/163925/2024

SBP Banking Services Corporation, on behalf of the State Bank of Pakistan, invites sealed proposals from eligible Consultants that appear on the Active Taxpayers List of FBR for **Procurement of Services of a Firm for Penetration Testing**. The Bidding will be conducted under Regulation 3(C): Least Cost Selection Method of the Procurement of Consultancy Services Regulations, 2010.

The Request for Proposals (RFP) Documents containing a detailed description of the assignment and other Terms & Conditions etc. are available on E-PADS at www.eprocure.gov.pk.

A Pre-Proposal Conference will be held on **December 05, 2024, at 11:00 AM (PKT)** via Zoom Meeting Application. Meeting ID & Password is given in the RFP Documents. The prospective Consultants can also obtain the Meeting ID & Passcode through an email request at gsd.proc2@sbp.org.pk

The electronic proposals, prepared in accordance with the instructions provided in the RFP Documents, must be submitted by using E-PADS on or before **December 17, 2024 at 11:00 AM** which shall be opened on the same day at **11:30 AM** in the presence of representatives of firms who may choose to be present. Manual proposals shall not be accepted.

Proposal Security of **Rs. 200,000/-** will be required to be submitted along with the Technical Proposal in the shape of Pay Order / Demand Draft /Deposit at Call or Bank Guarantee in favor of SBP-Banking Service Corporation. In case of Bank Guarantee, it should be valid for a period of 28 days beyond the Bid Validity date. Scanned copy of Proposal Security is to be submitted through E-PADS and Proposal Security in Original is to be dispatched to the following address and the same must reach before Proposal submission deadline. Non-receipt of original Proposal Security before the Proposal submission deadline will lead to rejection of Proposal.

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

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

Section II. Instructions to Consultants

A. GENERAL PROVISIONS

1. Definitions	1.1. Definitions a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by or is under common control with the Consultant. b) "Applicable Law" means the laws and any other instruments having the force of law in Pakistan or another country as may be specified in the Data Sheet, as they may be issued and in force from time to time. c) "Authority" means Public Procurement Regulatory Authority. d) "Consultant" means a legally-established professional audit firm or an entity that intends to provide Services to the Procuring Agency under the Contract. e) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. f) "Day" means a calendar day. g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). h) "ITC" is the Instructions to Consultants that provide them with all information needed to prepare their Proposals. i) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract. j) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal. k) "LOI" means the Letter of Invitation advertised by the Procuring Agency. l) "Non-Key Expert(s)" means an individual professional provided by the Consultant or it's Sub-consultant assigned to
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	perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. m) “Procurement Regulatory Framework” means Public Procurement Rules, 2004 (PPR-2004) and Procurement of Consultancy Services Regulations, 2010 (PCSR-2010). n) “Procuring Agency” means the State Bank of Pakistan established under State Bank of Pakistan Act, 1956. o) “Proposal” means the Technical Proposal or the Financial Proposal of the Consultant. p) “RFP” means the Request for Proposals issued by the Procuring Agency for soliciting technical and financial proposals from the Consultant. q) “Services” means the activities and tasks to be performed by the Consultant under the Contract. r) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract. s) “TORs” means the Terms of Reference that explain the objectives, scope of services, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1. The Procuring Agency named in the Data Sheet intends to select a Consultant in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense. 2.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required to prepare the Consultant’s Proposal if specified in the Data Sheet.
3. Conflict of Interest	3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its corporate interests, and acting without any consideration for future services.

	3.2. The Consultant must disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procuring Agency. 3.3. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below: (a) <u>Conflicting Activities:</u> A Consultant that the Procuring Agency has engaged for providing goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project or any of its Affiliates shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. (b) <u>Conflicting Assignments:</u> A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Agency. (c) <u>Conflicting Relationships:</u> A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make all eligible Consultants available with this RFP all information that would, in that respect, give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1. The Procuring Agency requires compliance with the Public Procurement Regulatory Framework regarding corrupt and fraudulent practices as outlined in Rule 2(1)(f) of the Public Procurement Rules, 2004 (PPR 2004). Under Rule 19 of PPR-2004, the Procuring Agency can inter alia blacklist the Consultants

	indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority. 5.2. In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (whether declared or not), sub-Consultants, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
6. Eligible Consultants	6.1. The Procuring Agency permits Consultants as specified in Data Sheet to offer consulting services for the project. 6.2. Furthermore, it is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements. 6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above: (a) <u>Sanctions:</u> A firm or an individual declared blacklisted by the Procuring Agency/Authority shall be ineligible to participate in the procurement process or to be awarded a contract during such period. The list of debarred firms and individuals' is available at the electronic address specified in the Data Sheet. (b) <u>Prohibitions:</u> Firms and individuals of a country may be ineligible if so indicated in Section V (Eligible Countries). (c) <u>Restrictions for Public Employees:</u> Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they (i) Are on leave of absence without pay or have resigned or retired; (ii) Are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (iii) In case of resignation or retirement, for at least two years, or the period established by statutory provisions applying to civil servants or government employees, whichever is longer. Experts who are employed by government-owned universities, educational or research institutions are not eligible unless they have been full-time employees of their institutions for a year or more before being included in Consultant's Proposal.; and (iv) Their hiring would not create a conflict of interest.

B. PREPARATION OF PROPOSALS	
7. General Considerations	7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in the proposal's rejection.
8. Cost of Preparation of Proposal	8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposals, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal and reserves the right to annul the selection process under the procurement regulatory framework at any time before the Contract award without thereby incurring any liability to the Consultant.
9. Language	9.1. The Proposal, all correspondence and documents relating to the Proposals exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet .
10. Documents Comprising the Proposal	10.1. The Proposal shall comprise the documents and forms listed in the Data Sheet .
11. Only One Proposal	11.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. However, this does not preclude a Sub-consultant or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal if stated in the Data Sheet and subject to regulatory instructions, if any.
12. Proposal Validity	12.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency. To ensure the validity of proposal, it shall contain Proposal Security having the validity twenty-eight (28) days more than the proposal validity period. 12.2. During this period, the Consultant shall maintain its original Proposals without any change, including the availability of the Key Experts and the total price. 12.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC. (a) <u>Extension of Validity Period</u> (i) If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period

	of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Proposal Security shall also be extended in conformity with the period of extension. (ii) If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. (iii) The Consultant has the right to refuse to extend the validity of its Proposals in which case such Proposal will not be further evaluated. (b) <u>Substitution of Key Experts at Validity Extension</u> (i) If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. (ii) If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.
13. Proposal Security	13.1. The proposal security shall be denominated in the currency of the proposal price: - at the Consultant's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee either issued by a local bank in Pakistan; - shall be in accordance with one of the forms of proposal security included in RFP documents or other form approved by the Procuring Agency prior to proposals submission; - be payable promptly upon written demand by the Procuring Agency; - be submitted in its original form; copies will not be accepted; - remain valid for a period of at least 28 days beyond the original validity period of proposals, or at least 28 days beyond any extended period of proposal validity subsequently requested. - proposals submitted with insufficient proposal security will be rejected. - proposal security of unsuccessful consultants will be released/ returned after the conclusion of the procurement process, as soon

	as possible, upon receipt of the authority letter for receiving the instrument. h) the highest ranked Consultant's proposal security will be released/ returned upon the submission of performance guarantee. i) the proposal security shall be issued in the name of the consultant submitting the proposal and prepared in favor of SBP Banking Services Corporation. 13.2. The proposal security may be forfeited: i. if a Consultant withdraws its proposal during the period of proposal validity specified by the Consultant on the Bid Form; or ii. in the case of highest ranked Consultant, if the Consultant fails to sign the Contract or fails to provide Performance Guarantee within specified time limit.
14. Clarification and Amendment of RFP	14.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing/via email, to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing/via email (including an explanation of the query but without identifying its source) to all Consultants (those who obtained the RFP document) and/or uploading on the www.sbp.org.pk. 14.2. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing/via email. The amendment shall be directly sent to those Consultants, who obtained the RFP document from the Procuring Agency and will be uploaded on the www.sbp.org.pk for all prospective Consultants. The amendment(s) will be binding on all participating consultants. (a) If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the prospective Consultants reasonable time to take an amendment into account in their Proposals. (b) The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
15. Technical Proposal Format and Content	15.1. The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive. 15.2. The consultants will submit the proposals by using the Standard Forms provided in Section III of the RFP.
16. Financial Proposal	16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section IV of the RFP. It must include all costs

	associated with the assignment. No subsequent price adjustment shall be made except to the provision given in 16.1 (a). (a) <u>Taxes:</u> The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet. (b) <u>Currency of Proposal:</u> The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. (c) <u>Currency of Payment:</u> Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Data Sheet.
C. SUBMISSION, OPENING AND EVALUATION	
17. Submission, Sealing, and Marking of Proposals	17.1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The Proposals shall be submitted electronically through E-PADS. 17.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.3. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.5. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 17.6. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "NAME OF THE ASSIGNMENT, REFERENCE NUMBER, NAME AND ADDRESS OF THE CONSULTANT", and with a warning "DO NOT OPEN BEFORE <SUBMISSION DEADLINE>" as given in the Bid Data Sheet. 17.7. Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the NAME OF THE ASSIGNMENT, REFERENCE NUMBER, NAME AND

	ADDRESS OF THE CONSULTANT, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” 17.8. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the SUBMISSION ADDRESS, RFP REFERENCE NUMBER, THE NAME OF THE ASSIGNMENT, CONSULTANT’S NAME AND THE ADDRESS, and shall be clearly marked “DO NOT OPEN BEFORE <SUBMISSION DEADLINE>”. 17.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 17.10. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened. 17.11. Prior to the deadline for submission of Proposal, a Consultant may withdraw, substitute or modify its Proposal(s) through E-PADS after it has been submitted, provided that written notice is received by the Procuring Agency.
18. Confidentiality	18.1. Information relating to evaluation of Proposals and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the consultants or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 18.2. The consultant shall not disclose or attempt to make public any information relating to the RFP Documents, bidding process and award of the contract to any person or entity without the Procuring Agency’s prior written consent. 18.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant, the Procuring Agency may reject its Proposals and/or terminate the contract.
19. Opening of Proposal (Technical Proposals)	19.1. The Procuring Agency will open all Proposals, through E-PADS in public, in the presence of Consultants’ or their representatives who choose to attend, on the date and at the time, specified in the Data Sheet. The Consultant’ representatives present shall sign attendance sheet. 19.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice

	contains a valid authorization to request the withdrawal and is read out at bid opening. 19.3. Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. 19.4. Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. The Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date. 19.5. The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Participating Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 22 of the ITC. 19.6. At the opening of the Technical Proposals the following shall be read out: (a) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (b) the presence or absence of a duly sealed envelope of the Financial Proposal; (c) any modifications to the Proposal submitted prior to proposal submission deadline; and (d) Any other information deemed appropriate or as indicated in the Data Sheet.
20. Proposals Evaluation	20.1. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. 20.2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation

	solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP , applying the evaluation criteria, sub-criteria specified in the Data Sheet . A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to comply with the evaluation criteria indicated in the Data Sheet .
22. Public Opening of Financial Proposals (Least Cost Selection Method)	22.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring Agency shall notify in writing to technically responsive and compliant Consultants about the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. 22.2. The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals are technically responsive and compliant. At the opening, the names of the Consultants, and the overall technical scores (if any) shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
23. Correction of Errors	23.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. 23.2. The Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors. 23.3. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.
24. Taxes	24.1. The Consultant is subject to local applicable taxes on amounts payable by the Procuring Agency under the Contract. Procuring Agency will state in the Data Sheet if the Consultant is subject to payment of any additional taxes a. The proposals will be subject to all admissible Federal & Provincial taxes and duties on consultancy & services etc. unless exempted by the relevant tax authority for which Consultants

	will be required to provide necessary documentation regarding tax exemption from relevant tax authorities. b. Procuring Agency assumes no responsibility whatsoever to undertake tax exemption cases on behalf of Consultants. c. Whenever applicable, it is the responsibility of the Consultant, before completing proposals, to contact the relevant tax authorities to determine the tax amount to be paid by the Consultants under the Contract. d. Federal and Provincial taxes shall be deducted at the prevailing tax rate at the time of making payments to the Consultant as per applicable laws. 24.2. If a Consultant submits a proposal inclusive of non-applicable/admissible taxes, the amount stated in the 'Bid Form' & 'Price Schedule' will be adjusted accordingly.
25. Final Evaluation (Least Cost Selection)	25.1. The Procuring Agency will select the technically responsive and compliant Consultant with the lowest evaluated total price and invite such Consultant to negotiate the Contract.
D. NEGOTIATIONS AND AWARD	
26. Negotiations	26.1. The Procuring Agency shall hold negotiations, if specified in the Data Sheet, with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 26.2. The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative. (a) <u>Availability of Key Experts</u> (i) The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant. (ii) Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. (b) <u>Technical negotiations</u> (i) The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the

	Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. (c) <u>Financial Negotiations</u> (i) There shall be no financial negotiations, however, it may include only the clarification of the Consultant’s tax liability and how it should be reflected in the Contract.
27. Conclusion of Negotiations	27.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant’s authorized representative. 27.2. If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.
28. Award of Contract	28.1. Subject to ITC 26, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be: (a) eligible in accordance with the provisions of ITC 6; (b) is determined to be qualified to perform the Contract satisfactorily; and (c) Successful negotiations have been concluded, if any.
29. Grievance Redressal Mechanism	29.1. Procuring agency shall constitute a <u>Grievance Redressal Committee (GRC)</u> comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. 29.2. Before the bid submission deadline, any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the RFP Documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC. 29.3. Any Consultant feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven day from the announcement of technical evaluation report and five (05) days after issuance of final evaluation report.

	29.4. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. 29.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation report. 29.6. The GRC shall investigate and decide upon the complaint within ten (10) days of its receipt. 29.7. Any Consultant or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in regulations for <u>"Procedure of Filing and Disposal of Review Petition under Rule 19(3)", 2021.</u> 29.8. The Appellate Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal. 29.9. The Appellate Committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. 29.10. The Appellate Committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. 29.11. The decision of the Appellate Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
30. Mechanism of Blacklisting and cross-debarring	30.1. The mechanism of blacklisting and cross-debarring will be followed out in accordance with Rule 19 of PPR-2004.
31. Performance Guarantee	31.1. The Most Advantageous Consultant shall provide Performance Guarantee to the Procuring Agency no later than twenty eight (28) days from the date of Notification of Award. The Performance Guarantee shall be issued in an amount and form by a Commercial Bank, that will be acceptable to the Client and denominated in the currency in which the Contract Price is payable.

Section III. Data Sheet

ITC	Description
2.1	Name of the Procuring Agency: <i>STATE BANK OF PAKISTAN</i> Method of selection: <i>Least Cost Selection Method - Regulation 3(C) of Procurement of Consultancy Services Regulations, 2010</i> Technical and Financial Proposals are to be submitted separately as per the <i>Single Stage Two Envelope Bidding Procedure</i> The name of the assignment is: <i>Procurement of Services of a Firm for Penetration Testing</i>
2.2	A Pre-proposal Conference will be held: Yes, The meeting shall be held online on December 05, 2024, 11:00 AM (PKT) via Zoom Meeting Application. Consultants are encouraged to attend the meeting. The meeting details are given below; - Join Zoom Meeting: https://eur04.safelinks.protection.outlook.com/?url=https%3A%2F%2Fus05web.zoom.us%2Fj%2F86764376525%3Fpwd%3DntDetu7CBy6FdE9eRa1nYwurfPFHrN.1&data=05%7C02%7Cagsa.ars%7C40sbp.org.pk%7C14c704f2d18c480dfaa408dd0f684056%7C7ddffbc9c17e4f528fefbc992939c002%7C0%7C0%7C638683662642530826%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMmVlcnkiLCJ0eXciOiJkaW5zIiwiaW9nciJ9Q%3D%3D%7C40000%7C%7C%7C&sdata=PG7pw%2FQaud39GSKH%2BuuNsrbbgiYJLb4mmg%2FmMjKZoBmk%3D&reserved=0 - Meeting ID: 867 6437 6525 - Passcode: sbp1234 In case of any related queries, please drop an email at gsd.proc2@sbp.org.pk
4.1	Unfair Competitive Advantage is <u>Not applicable.</u>
6.3 (a)	A list of debarred firms and individuals is available at the PPRA website: Black List Firm of Pakistan (ppra.org.pk)
9.1	- The language of the Bid is English/Urdu - All correspondence shall be in English/Urdu - The language for translation of supporting documents and printed literature is English.
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal Standard Forms (Section III) (1) Tech. Form I: Authorization Form for Bidder's Representative (2) Tech. Form II: Technical Proposal Submission Form (3) Tech. Form III: Consultant's Organization and Experience • TECH-2A: Consultant's Organization • TECH-2B: Consultant's Experience (4) Tech. Form IV: Curriculum Vitae (CV) (5) Tech. Form V: Proposal Security Form/Bank Guarantee (6) Tech. Form VI: Beneficial Ownership Form (7) Tech. Form VII: Undertaking (8) Tech. Form VIII: Technical Compliance Form

ITC	Description
	(9) Tech. Form IX: Supplier Creation Form (S2) (10) Duly signed and stamped Bidding Documents (11) Supporting Documents against 21.1 of Data Sheet 2nd Inner Envelope with the Financial Proposal Financial Proposal Standard Forms (Section IV of RFP) (1) Fin. Form I: Financial Proposal Submission Form (2) Fin. Form II: Price Schedule
11.1	- Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal: <u>Not Allowed</u> - Participation as Joint Venture (JV) is not allowed.
12.1	Proposals shall be valid until <u>One Hundred Eighty (180) days from the Proposal submission deadline.</u>
13.1	Proposal Security of Rs. 200,000/- in favor of SBP Banking Services Corporation (FTN# 9022604-6) shall be enclosed along with the Technical proposal in the shape of Pay Order / Demand Draft /Deposit at Call or Bank Guarantee in favor of SBP-Banking Service Corporation. In case of Bank Guarantee, it should be valid for a period of 28 days beyond the Bid Validity date. A scanned copy of proposal security instrument shall be submitted through E-PADS. However, Proposal Security in original is required to be submitted through sealed envelope, which must reach on the given below address on or before the deadline for submission of proposals: Senior Joint Director Procurement Division-II General Services Department 4th Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi Tel: 021-3311-5420/5963 Email: gsd.proc2@sbp.org.pk Failure to submit proposal security along with the proposal through E-PADS portal and receipt of original Proposal Security instrument by SBP Banking Services Corporation after the proposal submission deadline shall cause rejection of proposal.
14.1	Clarifications may be requested no later than <u>Seven (07) days</u> prior to the submission deadline. The contact information for requesting clarifications is: Senior Joint Director, Procurement Division II General Services Department (GSD) BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: +92-21-3311-5420/5963 gsd.proc2@sbp.org.pk
16.1 (a)	Information on the Consultant's tax obligations can be found at the websites of relevant revenue authorities such as FBR, SRB, etc.

ITC	Description
	However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
16.1 (b)	The Financial Proposal shall be stated in <u>PKR only</u>
17.1	The Consultants shall submit their Proposals electronically through EPADS only.
17.5	The Consultant must submit following through EPADS: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.
17.6	The Proposals must be submitted no later than: December 17, 2024, 11:00 AM (PKT) through EPADS only. The corresponding Proposal Security submission address is: Senior Joint Director, Procurement Division II General Services Department (GSD) BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: +92-21-3311-5420/5963 gsd.proc2@sbp.org.pk
17.7, 17.8 & 17.9	Not applicable as proposal submission is required to be done through EPADS.
17.10 & 17.11	Modifications/withdrawals will be allowed only through EPADS as per the provision available in the system. No manual modifications/replacements will be accounted for even if received before proposal submission deadline.
19.5	The opening of the Technical Proposals will be done through EPADS only. The proceedings of the opening session shall take place at: Learning & Resource Center/Heritage Meeting Room, State Bank of Pakistan, I.I. Chundrigar Road, Karachi Date & Time of Bid Opening: December 17, 2024, 11:30 AM (PKT)
19.2, 19.3 & 19.4	Not applicable as proposal opening will be conducted through EPADS. Modifications/withdrawals will be catered only through EPADS as per the provision available in the system.

ITC	Description																																						
19.6 (d)	In addition, the following information will be read aloud at the opening of the Technical Proposals <u>Not Applicable.</u>																																						
21.1	The prospective consultants must be registered with E-Procurement on “e-Pak Acquisition and Disposal system (e-PADS)”. In case of any technical difficulty in using E-PADS, prospective consultants may contact PPRA team on EPADS UAN: 051-111-137-237. Mandatory Eligibility and Score Based Criteria for evaluation of the Technical Proposals: Part A – Mandatory Eligibility Criteria: <table> <tr> <th>#</th><th>Parameter</th><th>Criteria</th><th>Means of Verification</th></tr> <tr> <td>1</td><td>Active Taxpayer</td><td>The firm must appear on the Active Tax Payers List of FBR.</td><td>Proof of ATL and copy of Tax Registration Certificate</td></tr> <tr> <td>2</td><td>Firm Registration/ Incorporation</td><td>The firm must be incorporated in Pakistan and registered with SECP for at least five years.</td><td>Certificate of Registration /Incorporation from SECP or other sufficient documentary proof acceptable to the Bank.</td></tr> <tr> <td>3</td><td>Experience</td><td>The firm must have completed at least five (05) similar projects/ assignments for clients in Financial Industry or other similar organization in last 03 years</td><td>Verifiable evidence such as; copy of: contract agreement / engagement letter / Purchase Order / Work Order / Project Completion Certificate by Customer</td></tr> <tr> <td>4</td><td>Non-Blacklisting and Not on NACTA's Sanctioned list</td><td>The firm should submit an affidavit that the bidder has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).</td><td>Affidavit on Rs. 100 stamp paper covering all points (As per Tech Form VII – Format of Undertaking duly filled in and signed).</td></tr> </table> Note: After meeting the mandatory eligibility criteria, the firms will be further assessed on the score-based criteria given below. Part B – Score Based Evaluation Criteria: <table> <tr> <th colspan="2">Criteria</th><th>Max. Points</th><th>Means of Verification</th></tr> <tr> <td colspan="2">I. Experience of Firm</td><td>40</td><td></td></tr> <tr> <td>a.</td><td>Experience of Firm in conducting VA/PT (Black/ Grey/White box) of network or web applications since 2021 1 Assignment = 02 Points Maximum = 20 Points</td><td>20</td><td>Verifiable evidence such as; copy of: contract agreement / engagement letter / Purchase Order / Work Order / Project Completion Certificate by Client/Customer.</td></tr> <tr> <td>b.</td><td>Experience of Firm in conducting Wireless Infrastructure/Wi-Fi/WLAN penetration testing since 2021 1 Assignment = 05 Points Maximum = 10 Points</td><td>10</td><td>Verifiable evidence such as; copy of: contract agreement / engagement letter / Purchase Order / Work Order / Project Completion Certificate by Client.</td></tr> </table>			#	Parameter	Criteria	Means of Verification	1	Active Taxpayer	The firm must appear on the Active Tax Payers List of FBR.	Proof of ATL and copy of Tax Registration Certificate	2	Firm Registration/ Incorporation	The firm must be incorporated in Pakistan and registered with SECP for at least five years.	Certificate of Registration /Incorporation from SECP or other sufficient documentary proof acceptable to the Bank.	3	Experience	The firm must have completed at least five (05) similar projects/ assignments for clients in Financial Industry or other similar organization in last 03 years	Verifiable evidence such as; copy of: contract agreement / engagement letter / Purchase Order / Work Order / Project Completion Certificate by Customer	4	Non-Blacklisting and Not on NACTA's Sanctioned list	The firm should submit an affidavit that the bidder has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	Affidavit on Rs. 100 stamp paper covering all points (As per Tech Form VII – Format of Undertaking duly filled in and signed).	Criteria		Max. Points	Means of Verification	I. Experience of Firm		40		a.	Experience of Firm in conducting VA/PT (Black/ Grey/White box) of network or web applications since 2021 1 Assignment = 02 Points Maximum = 20 Points	20	Verifiable evidence such as; copy of: contract agreement / engagement letter / Purchase Order / Work Order / Project Completion Certificate by Client/Customer.	b.	Experience of Firm in conducting Wireless Infrastructure/Wi-Fi/WLAN penetration testing since 2021 1 Assignment = 05 Points Maximum = 10 Points	10	Verifiable evidence such as; copy of: contract agreement / engagement letter / Purchase Order / Work Order / Project Completion Certificate by Client.
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ITC	Description			
	c.	Experience of Firm in conducting Mobile Application' security testing (Android and IOS) including source code review since 2021 1 Assignment = 05 Points Maximum = 10 Points	10	Verifiable evidence such as; copy of: contract agreement / engagement letter / Purchase Order / Work Order / Project Completion Certificate by Client.
	II. Work Plan & Methodology		10	
	a.	Work Plan and Methodology: Excellent=10; Good=08; Satisfactory=06; Ambiguous/Unclear=04; Unsatisfactory/Poor=0	10	Complete details of Consultant's work plan, testing methodology, duration, milestones, deliverables and description of projects' phases for each work area as defined in Section VI.B.
	III. Project Professional Team (Evaluation is based on 03 members' team)		50	
	III.A: Project Lead		20	
	a.	Relevant Educational Qualification in Engineering/ Computer Science/ Information Security or other equivalent qualification: PhD/Masters (18 years of education or above) = 04 points Bachelors (16 years of education) = 03 points Below = 0	04	Detailed CV on firm(s) letterhead including copies of degree, certificates or supporting educational document.
	b.	Relevant International Security Certifications CISSP=02, OSEE/OSWE=02, OSED=02, GPEN=02, OSCP =02, Other relevant certifications = 01 Maximum = 06 points	06	Evidence/copy of valid certificates
	c.	No. of completed assignments of VA/PT in Financial industry, Public Sector Organizations, Regulatory Bodies, Technology Company or other similar organization 01 assignment = 02 points Maximum = 04 points	04	Details on firm(s) letter head mentioning the nature of assignment along with role / exercises / activities performed for each assignment.
	d.	Years of experience in managing teams in consulting assignments for Financial industry, Public Sector Organizations, Regulatory Bodies, Technology Company or other similar organization 1 year of experience = 02 points Maximum = 06 points	06	Details on firm(s) letter head mentioning roles and responsibilities / activities performed on completed similar nature of projects by the project lead.
	III.B: Project Member-I		15	
	a.	Relevant Educational Qualification in Engineering/ Computer Science/ Information Security or other equivalent qualification: PhD/Masters/Bachelors (16 years of education or above) = 03 points Below = 0	03	Detailed CV on firm(s) letterhead including copies of degree, certificates or supporting educational document.
	b.	Relevant International Security Certifications OSCP=02, OSWE=02, OSEE=02, OSED=02, GPEN=02, CREST=02, LPT/HTB-CPTS=02, Other relevant certifications=01, Maximum = 06 points	06	Evidence/copy of valid certification

ITC	Description			
	c.	No. of completed penetration testing or similar security testing assignments. 01 Assignment = 02 points Maximum = 06 Points	06	Details on firm(s) letter head mentioning the nature of assignment along with role / exercises / activities performed for each assignment.
	III.B: Project Member-II		15	
	a.	Relevant Educational Qualification in Engineering/ Computer Science/ Information Security or other equivalent qualification: PhD/Masters/Bachelors (16 years of education or above) = 03 points Below = 0	03	Detailed CV on firm(s) letterhead including copies of degree, certificates or supporting educational document.
	b.	Relevant International Security Certifications OSCP=02, CEH=02, OSEE=02, OSED=02, GPEN=02, CREST=02, LPT/HTB-CPTS=02, Other relevant certifications=01, Maximum = 06 points	06	Evidence/copy of valid certificates
	c.	No. of completed penetration testing or similar security testing assignments. 01 Assignment = 02 points Maximum = 06 points	06	Details on firm(s) letter head mentioning the nature of assignment along with role / exercises / activities performed for each assignment
	Total		100	
	<i>Note: After meeting the mandatory eligibility criteria, the minimum technical score required for qualifying for next phase of opening of financial proposal is 75 points.</i>			
22.1	The opening of Financial Proposals shall be conducted through E-PADS.			
24.1	Amounts payable by the Client to the Consultant under the agreement to be subject to local taxation: Yes Fifteen Percent (15%) Sindh Sales Tax on Services (SST) is applicable to Consultancy Services rendered by Consultant firms in Sindh province as per prevailing tax rates. The contract amount is “NOT” subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly by both i.e. the Consultant and the Bank.			
31.1	Performance Guarantee @5% of the total contract amount in the shape of a Pay Order /Bank Draft/ Call Deposit or an un-conditional Bank Guarantee that must remain valid Twenty Eight (28) days beyond the contract's expiry date.			

Section III. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS FOR TECHNICAL PROPOSAL

Form	Description	Page Limit
Tech. Form I	Authorization Form for Bidder's Representative	
Tech. Form II	Technical Proposal Submission Form	
Tech. Form III	Consultant's Organization and Experience	
	TECH-2A: Consultant's Organization	
	TECH-2B: Consultant's Experience	
Tech. Form IV	Curriculum Vitae (CV)	
Tech. Form V	Proposal Security Form/Bank Guarantee	
Tech. Form VI	Beneficial Ownership Form	
Tech. Form VII	Undertaking	
Tech. Form VIII	Technical Compliance Form	
Tech. Form IX	Supplier Creation Form	
-	Duly signed and stamped Bidding Documents	
-	Supporting Documents against 21.1 of Data Sheet	

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

TECH. FORM I: AUTHORIZATION FORM FOR CONSULTANT'S REPRESENTATIVE

(On Official Letterhead)

RFP No: RFP No. GSD (Proc. II) /CySD-Penetration Testing/163925/2024
Title: Procurement of Services of a Firm for Penetration Testing

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

Official Seal & Signature of Consultant: _____

Date: _____

(On Official Letterhead)

To:

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

Dear Sir,

We, the undersigned, offer to provide the consulting services for ***Procurement of Services of a Firm for Penetration Testing*** in accordance with your Request for Proposals. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope:

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _____

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

A - Consultant's Organization

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

B - Consultant's Experience

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

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

TECH. FORM IV: CURRICULUM VITAE

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

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

Signature

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

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

Date: *[insert: date]*

PROPOSAL GUARANTEE No.: *[insert: Proposal Guarantee Number]*

Whereas, M/s ----- (hereinafter called "the Consultant") has submitted its Proposal dated --
----- for **Procurement of Services of a Firm for Penetration Testing** (hereinafter called "the Proposal").

KNOW ALL MEN BY THESE PRESENTS that in pursuance of the terms of the Proposal. 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 [Proposal 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 _____ 2024.

THE CONDITIONS of this obligation are:

1. If the Consultant

- a) has withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- b) disagreement to an arithmetical correction made to the Proposal price; or
- c) having been notified of the acceptance of our Proposal by the Bank during the period of Proposal 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 RFP 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 Proposal 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 2024

(On Official Letterhead)

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

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

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

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

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

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

Total number of shares taken (in figures and words)							

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

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

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____

(On Stamp Paper of Rs. 100)

Dear Sir,

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

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

Seal & Signature of Consultant: _____

Date: _____

TECH. FORM VIII: TECHNICAL COMPLIANCE FORM

(On Official Letterhead)

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

Seal and Signature of Consultant: _____

Note: The Financial Proposal of the only technically responsive and compliant Consultant(s) will be opened and the Proposal found to be the Most Advantageous (Technically Compliant with the Lowest Evaluated Cost) shall be accepted and will be awarded the contract.

TECH. FORM IX: SUPPLIER CREATION FORM

	STATE BANK OF PAKISTAN				S-2
	STRATEGIC & CORPORATE AFFAIRS DEPARTEMENT				
	Supplier Bank Account (IBAN) Details Form				
1. For Office use:					
*Office/Deptt				*Supplier No.	(Mandatory if already exists)
Supplier	New	Update		*Liability A/C	
*Supplier Type	i.e. Hospital, Labs, University, General etc.			*Prepayment A/C	
2. Supplier Information					
*Supplier Name					
*Supplier NTN		CNIC No.	(If NTN not available)		
Supplier Address					
		Supplier City			
Contact No.		Mobile			
E-mail Address		Fax No.			
3. Bank Account Information					
*Bank Name					
*IBAN (24 Characters)					*Supplier Stamp & Signature
*Branch Type	Islamic	Commercial			
*Title of Account					
(For Office use only)					
Forwarded By	Verified By		Entered By (Supplier Mgt User)		
(Procurement Function)					
			Date		
Note: In order to comply with AML, CFT & CPF Compliance Policy issued on 31-Dec-2020 by CMD-HOK, respective office/department shall ensure that supplier (individual/entity) is not included in the list of proscribed individuals and entities (Refer to Para 8.6 of policy ibid.) - Field marked with * are mandatory. - Information without complete Bank Account Details (IBAN) & NTN/ CNIC will not be accepted. - Any changes in Supplier's particulars should be conveyed immediately to SBP BSC. SBP BSC will not be responsible for credit into wrong account of supplier due to change in bank account details not conveyed to SBP BSC or delay in settlement of supplier's claims.					

Section IV. Financial Proposal - Standard Forms

Checklist of Required Forms for Financial Proposal

Form	Description	Page Limit
FIN. FORM I	Financial Proposal Submission Form	
FIN. FORM II	Price Schedule	

(On Official Letterhead)

To:

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

Dear Sir,

We, the undersigned, offer to provide consulting services for ***Procurement of Services of a Firm for Penetration Testing*** in accordance with your Request for Proposals and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Insert amount(s) in words and figures}, *“inclusive” of all indirect local taxes under **Clause 24.1** in the **Data Sheet**.* {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us under **ITC 12.1**.

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

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

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

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Date: _____

FIN. FORM II: PRICE SCHEDULE

(On Official Letterhead)

Name of Consultant: _____

Title: Procurement of Services of a Firm for Penetration Testing

Reference No: RFP No. GSD (Proc. II) /CySD-Penetration Testing/163925/2024

Description of Services	Consultancy Charges (Rs.)	Applicable Sales Tax (Rs.)	Total Amount (Rs.) (Inclusive of Applicable Taxes)
	A	B=A×SST@15%	C=A+B
Public Infrastructure Penetration Testing – 1 st Iteration (100 IP Addresses)			
Public Infrastructure Penetration Testing – 2 nd Iteration (100 IP Addresses)			
Wireless Network Penetration Testing (05 SSIDs)			
Mobile Application Penetration Testing (02 Apps)			
Training (05 resources)			
Web Application & API Penetration Testing for 10 FQDNs *			
Total Consultancy Charges			

*** Payment against this deliverable will be made on pro-rata basis after completion of each FQDN.**

Note:

- The consultancy charges must be provided as per format specified above.
- Payments will be made in Pakistani Rupees only.
- No additional payment shall be made other than those mentioned in the Price Schedule. It shall be the responsibility of the Consultant to incorporate all kinds of applicable taxes/ costs/ associated charges.
- Before filling this form kindly read the required Technical Specifications in Section VI.
- The Most Advantageous Proposal will be determined on the basis of Total Consultancy Charges.

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Date: _____

Section V. Eligible Countries

All consultants are allowed to participate in the subject procurement except consultants of a nationality prohibited by the Federal Government of Pakistan.

The following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

Section VI. Terms of Reference

A. Objective

The purpose of this procurement is to hire a Consultant Firm for three years to perform penetration testing engagements as per agreed Scope of Work. The objective of each engagement is to assess the cyber security posture of in-scope IT systems, perform their threat assessment; identify security vulnerabilities using tools, techniques and procedures and recommend detailed remediation to mitigate associated cyber risks.

B. Scope of Work

The scope include the following types of VA/PT activities with their tentative timelines of executions.

#	Details	Penetration Testing Type	Quantity / Sizing	Tentative Timelines
a.	Work Area: Public Infrastructure Penetration Testing Description: Penetration testing of bank's internet footprint including in-scope internet facing systems covering network components, websites/web applications, APIs and their associated components.	External/ Black Box (02 iterations)	100 IP Addresse s in each iteration	Jan-Jun 2025 & Jan-Jun 2027
b.	Work Area: Wireless Network Penetration Testing Description: Number of SSIDs and connected infrastructure including WLAN Controller(s). Max physical locations in this engagement are 03(SBP and 02 SBP BSC Offices). In-depth penetration testing of Banks' Internal Wireless network.	Internal/ Black Box	05 SSIDs	Jul-Dec 2025
c.	Work Area: Web Application & API Penetration Testing Description: Number of FQDNs (underlying applications/web servers, DBs & connected infrastructure) In-depth penetration testing of Bank's provided Web applications, their APIs and associated components.	Internal / Grey Box	10 FQDNs	As per mutually agreed schedule
d.	Work Area: Mobile Application Penetration Testing Description: Number of Mobile Applications (Android or iOS) In-depth penetration testing of both Android and IOS based mobile applications & their underlying APIs.	External/ Grey Box	02 Apps	

** IPs, FQDNs, SSIDs, and Applications will be provided by the Bank Project Manager / Team.*

The Consultant will also train five (05) nominated official resources of Procuring Agency, by delivering a 05 days hands-on training session on curriculum of Offensive Security's OSCP, OSWE, OSEE, OSED or equivalent. The training will be conducted in 2025 by the qualified trainer using a virtual lab environment (to be arranged by the consultant), as per mutually agreed schedule.

The scope of work also includes post engagement revalidation scans, after patching/fixation of identified issues by the Procuring agency (max. time for patching/fixation = 90 days) as per Consultant's recommendations (or otherwise) and their confirmation by the consultant as part of its final report of each annual engagement.

C. Work Plan and Methodology

- Throughout the contract period, the Consultant will adopt a systematic and structured approach to perform engagement of discovering vulnerabilities in in-scope systems and their associated components subject to the defined rules of engagement. Each engagement of Scope

of Work (Section VI.B) will also cover threat assessment and open source threat intelligence with respect to in-scope systems of the Procuring agency.

- b. For each engagement of Scope of Work (Section VI.B), the firm will provide outline of the plan for the main activities / tasks of the assignment, their content and duration, phases and milestones (including any interim approvals of the Procuring agency, wherever required), rules of engagement, and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

D. Work Requirements

- a. Black Box testing will be performed with minimal (if Procuring agency consider it suitable) or no prior information of the target systems. Grey Box testing will be performed with prior information of the target systems (to be shared by the Procuring agency) up to extent that enable Consultant to thoroughly check and identify vulnerabilities.
- b. Information related to IP addresses, web/mobile applications, SSIDs etc. or any other required information under the specific scope would be share with the Most Advantageous Consultant only.
- c. Penetration testing should be performed in an appropriate manner after an informed agreement of the Procuring agency to avoid potential impacts on the operations or security of the business applications.
- d. Exploiting any vulnerability, denial of service attack, using automated testing which generates significant amount of traffic or other similar activities, which may have a severe business impact on operations, would require Bank's prior authorization/approval.
- e. Licensing of any proprietary security tool will be the responsibility of the Consultant. The execution of any security tool/script on the Procuring Agency's network or any associated component will require Bank's prior review and approval. Use of any pirated, cracked, unlicensed software, tool or script will not be allowed.

E. Compliance

The Consultant firm(s) will comply with the following requirements.

- i. Consultant Firm has formal procedures in place for on-boarding of its employees. The on-boarding procedures must include background checks (e.g. Verification of work histories, academics, character etc.)
- ii. Consultant Firm has documented customer data privacy and security policy. Moreover, the Consultant Firm should have its own Cyber and Information Security Policies in place.
- iii. During the assignment, the Consultant Firm and its project team will comply with Procuring Agency's policies and procedures, where applicable.

F. Non-Disclosure Agreement

- a. The Consultant firm must ensure complete confidentiality of the Procuring Agency's information. All information obtained during this engagement by the Consultant firm and its affiliates will be subject to non-disclosure for lifetime. The Procuring Agency, after completion of the assignment may request the Consultant to destroy/delete all the information obtained during the assignment.

- b. The Consultant firm with the Bank will sign a non-disclosure agreement (NDA) for which the Procuring Agency will provide draft copy of the NDA for signing off.
- c. Consultant firm must ensure secure disposal of Procuring Agency's information including reports and supporting information after completion of engagement.

G. Project Completion Timeline

- a. Each penetration testing engagement must be completed within 08 calendar weeks or early starting from the date of commencement (as mentioned in Tentative Timelines Section VI-B) and the report must be finalized after review of the Procuring Agency's Team, within subsequent 04 calendar weeks.
- b. Any change in the timeline will be subject to the justifications provided by the firm under the normal working circumstances and its acceptance by the Procuring Agency.

H. Project Deliverables

In accordance with Scope of Work defined in Section VI-B, the Consultant shall provide the penetration testing reports of each work area in accordance with the proposed methodology ensuring that reports are complete in all respect and fulfills the Procuring Agency requirements. A report must include but not limited to details of identified vulnerabilities, evidences, proof(s) of concept, steps to reproduce, recommendations and reference to public knowledge base for remediation.

All deliverables will be treated as "Confidential" and will be provided to Bank's Project Manager. Initial document marked as DRAFT will be provided in electronic format for review by the Procuring Agency. The Procuring Agency will review the Draft in line with TORs/Consultant's proposed methodology and if required, will arrange meeting(s) with the Consultant Firm for discussion and clarifications. Based on the review of the Draft and meeting discussion, the Procuring agency will provide its comments and feedback on the draft for improvements.

After incorporation of the feedback of the Procuring agency, the Consultant Firm will submit the Final Report for acceptance.

PART II

Section VII –Form of Contract

RFP No. GSD (Proc. II) /CySD-Penetration Testing/163925/2024



Contract for Services

Procurement of Services of a Firm for Penetration Testing

Between

STATE BANK OF PAKISTAN

And

(Name of the Most Advantageous Consultant)

Month, Year

Form of Contract

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

AND

(Name of the Most Advantageous Consultant) _____ (hereinafter called the "**Consultant**") having its registered office _____ (address) _____.

WHEREAS

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

NOW, THEREFORE, the parties hereto hereby agree as follows:

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

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

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

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

For and on behalf of the STATE BANK OF PAKISTAN	For and on behalf of (Name of the Most Advantageous Consultant)
Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>	Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

General Conditions of the Contract

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

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

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

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

	16.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. 16.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 38.
17.Suspension	17.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
18.Termination	18.1. Either Party may terminate this Contract as per provisions set up below:
a) By the Client	18.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Client shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e), and at least five (5) days' written notice in case of the event referred to in (f): a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17; b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

	c) If the Consultant fails to comply with any final decision due to arbitration proceedings pursuant to Clause GCC 38. d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than sixty (60) days; e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; f) If the Consultant fails to confirm the availability of Key Experts as required in Clause GCC 12. 18.1.2. Suppose the Consultant, in the Client's judgment, has engaged in Fraud and Corruption, in competing for or executing the Contract. In that case, the Client may terminate the Contract after giving the Consultant fourteen (14) days' written notice.
b) By the Consultant	18.1.3. The Consultant may terminate this Contract, by not less than sixty (60) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 38 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue, b) If, as the result of Force Majeure, the Consultant cannot perform a material portion of the Services for not less than sixty (60) days. c) If the Client fails to comply with any final decision due to arbitration pursuant to Clause GCC 38. d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant's notice specifying the such breach,
c) Cessation of Rights and Obligations	18.1.4. Upon termination of this Contract pursuant to Clause GCC 18 hereof, or expiration of this Contract pursuant to Clause GCC 13, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 21, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24 and to cooperate and assist in any inspection or

	investigation, and (iv) any right which a Party may have under the Applicable Law.
d) Cessation of Services	18.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or 18b , the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Concerning documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 25 or GCC 26 .
e) Payment upon Termination	18.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant: a) Payment for Services satisfactorily performed before the effective date of termination and pursuant to Clause 35; b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 18.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract
C. Obligations of the Consultant	
19. General	19.1. The Consultant shall perform the Services and carry out with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or 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. 19.2. The Consultant shall employ and provide qualified and experienced Experts and Sub-consultants as required to carry out the Services. 19.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. 19.4. The Consultant shall perform the Services in accordance with the Contract and in conformity with the Laws of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants comply with the Applicable Laws.
20. Conflict of Interests	20.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

a) Consultant Not to Benefit from Commissions, Discounts, etc.	20.1.1. The payment of the Consultant pursuant to GCC (Clauses GCC 34 through 37) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 20.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that any Sub-consultants and the Experts and agents of either shall not receive any such additional payment. 20.1.2. Furthermore, if the Consultant, as part of the Services, is responsible for advising the Client for procuring goods or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b) Consultants and Affiliates Not to Engage in Certain Activities	20.1.3. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works, or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project unless otherwise indicated in the SCC.
c) Prohibition of Conflicting Activities	20.1.4. The Consultant shall not engage and cause its Experts and Sub-consultants not to engage directly or indirectly in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d) Strict Duty to Disclose Conflicting Activities	20.1.5. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have a duty to disclose any actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
21. Confidentiality	21.1. Information relating to the evaluation of Proposals and recommendations concerning awarding the contract shall not be disclosed by the Client to the Consultants or any other person who is not officially concerned with the process until the evaluation results are announced. 21.2. The Consultant shall not disclose or attempt to make public any information relating to the RFP Documents, bidding process and award of the contract to any person or entity without the Client's prior written consent.

	21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant, the Client may reject its Proposal and/or terminate the contract.
22. Liability of the Consultant	22.1. Subject to additional provisions, if any, outlined in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law. 22.2. Concerning the Consultant's Professional Liability, Regulation 11 of Procurement of Consultancy Services Regulations-2010 (PCSR-2010) would be applicable. However, to the extent of the liability under Regulation 11(1) of PCSR-2010, the liability would be twice the total contract's price as agreed in the contract.
23. Insurance to be Taken out by the Consultant	23.1. The Consultant (i) may take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost, insurance against the risks and (ii) at the Client's request, shall provide evidence to the Client showing that if any such insurance has been taken out and maintained and that the current premiums, therefore, have been paid.
24. Accounting, Inspection and Auditing	24.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant changes. 24.2. The Consultant shall permit and shall cause its agents (whether declared or not), sub-consultants, service providers, suppliers, and personnel, to permit the Client to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's or its sub-consultants acts intended to materially impede the exercise of the Client's inspection and audit rights shall constitute a prohibited practice that may lead to contract termination.
25. Reporting Obligations	25.1. In the form, numbers and periods specified in Appendix A , all reports and documents shall be submitted by the Consultant to the Client.
26. Proprietary Rights of the Client in Reports and Records	26.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as diagrams, plans, databases, other documents and software, supporting records, or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. 26.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other

	documents and software, the Consultant shall obtain the Client's prior written approval to such agreements and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
27. Code of Conduct	27.1. The Consultant and its sub-consultants are bound to follow the Code of Conduct issued by the Client or Public Procurement Regulatory Authority.
D. Consultant's Experts and Sub-Consultants	
28. Description of Key Experts	28.1. The detail of Key Experts is given in Appendix B.
29. Replacement of Key Experts	29.1. Unless the Client may otherwise agree in writing, no changes shall be made in the Key Experts. 29.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications and experience and at the same rate of remuneration.
30. Removal of Experts	30.1. If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal act, or shall the Client determine that a Consultant's Expert has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement. 30.2. If any of the Key Experts, Non-Key Experts, is found by the Client to be incompetent or incapable of discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultant to provide a replacement. 30.3. Any replacement of the removed Experts shall possess better qualifications and experience and be acceptable to the Client. 30.4. The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.
E. Obligations of the Client	
31. Assistance to the Consultant	31.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to: a) Assist the Consultant by providing requisite information/documents as necessary to enable the Consultant to perform the Services. b) Provide to the Consultant any other assistance as specified in the SCC.
32. Change in the Applicable Law	32.1. If, after the date of this Contract, there is any change in the applicable laws of Islamic Republic of Pakistan concerning taxes

Related to Taxes and Duties	and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the contract price shall be adjusted accordingly by agreement between the Parties hereto. Corresponding adjustments shall be made to the contract price specified in Clause GCC 34.1 .
33. Payment Obligation	33.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.
F. Payments to the Consultant	
34. Contract Price	34.1. The Contract price is fixed and is outlined in the SCC. 34.2. Any change to the Contract price specified in Clause 34.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 15 and have amended the Terms of Reference in Appendix A in writing.
35. Taxes and Duties	35.1. The Consultant, Sub-consultants and Experts are responsible for meeting all tax liabilities arising from the Contract unless stated otherwise in the SCC. 35.2. As an exception to the above and as stated in the SCC, all locally identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
36. Currency of Payment	36.1. Any payment under this Contract shall be made in the currency specified in the SCC .
37. Mode of Billing and Payment	37.1. Billings and payments in respect of the Services shall be made as follows: 37.2. The total payments under this Contract shall not exceed the Contract price outlined in Clause GCC 34.1. 37.3. The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A or as mentioned in SCC. The payments will be made according to the payment schedule stated in the SCC. 37.4. The Lump-Sum Installment Payments. The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory. In this regard, the Client shall provide comments to the Consultant within thirty (30) days. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 37.5. All payments under this Contract shall be made to the Consultant's accounts specified in the SCC.

	37.6. Except for the final payment, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.
G. Settlement of Disputes	
38. Amicable Settlement	38.1. Any dispute of any kind whatsoever shall arise between the Client and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party. 38.2. Any dispute in which a notice of intention to commence arbitration has been given under GCC sub-Clause 38.1 shall be finally settled by the Arbitration. The Arbitration may be commenced before or after the completion of the Project. Arbitration proceedings shall be conducted under Arbitration Act 1940. 38.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Client shall pay the Consultant any monies due the Consultant.
H. Performance Guarantee	
39. Performance Guarantee	39.1. The Most Advantageous Consultant shall provide Performance Guarantee to the Client no later than twenty-eight (28) days from the date of Notification of Award. The Performance Guarantee shall be issued in an amount and form by a Commercial Bank acceptable to the Client and denominated in the currency in which the Contract Price is payable.
40. Liquidated Damages	40.1. The Consultant 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 consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

Special Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of the Contract
1.1 (a) and 3.1	The Contract shall be construed under the laws of the Islamic Republic of Pakistan.
4.1	The language is: Urdu/English
6.1 and 6.2	The addresses are: Client : Attention : E-mail (where permitted): Consultant : Attention : E-mail (where permitted) :
8.1	Maximum number of Joint Venture Partners is two.
9.1	The Authorized Representatives are: For the Client: <i>[name, title]</i> For the Consultant: <i>[name, title]</i>
11.1	Effective Date of the Contract is <u> dd/mm/yyyy </u>
12.1	Commencement of Services: <u> dd/mm/yyyy </u>
13.1	Expiration of Contract: <u>dd-mm-yyyy</u>
34.1 & 34.2	The contract price is: <u> </u> (Inclusive of Applicable Taxes). However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties i.e., in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client as per the relevant revenue authority's instructions. FBR, SRB, etc.
36.1	The currency of payment shall be PKR .

Appendices

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

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

APPENDIX B - KEY EXPERTS

Insert a table based on Form TECH-3 of the Consultant's Technical Proposal.

APPENDIX D – PAYMENT SCHEDULE

The payment shall be made to the successful Consultant subject to the execution of the contract and completion of relevant milestone(s) as per Clause 37.3 of Special Conditions of Contract.

(Over Stamp Paper)

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

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

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

(Name of the Most Advantageous Consultant) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

For and on behalf of the STATE BANK OF PAKISTAN	For and on behalf of (Name of the Most Advantageous Consultant)
Authorized Representative (Name, Designation/Official Stamp and Signature)	Authorized Representative (Name, Designation/Official Stamp and Signature)

APPENDIX H – PERFORMANCE GUARANTEE (BANK GUARANTEE FORM)

Bank Guarantee No# _____

Total Amount (Rs.) _____

Issue Date: _____

Expiry Date: (28 days beyond the contract expiry date¹)

ITB No: RFP No. GSD (Proc. II) /CySD-Penetration Testing/163925/2024

Title: Procurement of Services of a Firm for Penetration Testing

Beneficiary: **The Director,**
General Services Department,
SBP Banking Services Corporation, (FTN# 9022604-6)
4th Floor, GSD, BSC House, I.I. Chundrigar Road, Karachi
Email: gsd.proc2@sbp.org.pk
Phone# 021-3311-5420/5963/5478

**Applicant/Bidder/
Service Provider:** (Name and address of the Bidder/Service Provider)

**For Cross Verification of
Bank Guarantee:** (Email Address of the Commercial Bank/QR Code)

WHEREAS _____ (hereinafter called “the Insurer”) has undertaken, in pursuance of Contract **RFP No. GSD (Proc. II) /CySD-Penetration Testing/163925/2024** to ***Procurement of Services of a Firm for Penetration Testing*** (hereinafter called “the Contract”).

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Insurer, 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 Insurer to be in default under the Contract executed with State Bank of Pakistan 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.

Signature and seal of the Guarantors: _____

Name of the Commercial Bank/Financial Institution: _____

Address: _____

Contact Details: _____

¹ The Bank will communicate the minimum required validity date to the most advantageous Consultant.

APPENDIX I – 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 **(Name of the Most Advantageous Consultant)**, a company having its registered office at _____, hereinafter referred to as the **RECEIVING PARTY** the (hereinafter together referred to as “the parties”)

WHEREAS, the parties 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.
- 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.

<u>STATE BANK OF PAKISTAN</u> <u>(Disclosing Party)</u>	<u>Agreed to and Accepted by (Name of the</u> <u>Most Advantageous Consultant)</u> <u>(Receiving Party)</u>
Signature of nominated officer and Date	Signature of authorized representative and Date
Name	Name
<u>WITNESS:</u>	<u>WITNESS:</u>
Name: _____	Name: _____
CNIC No. _____	CNIC No. _____