BIDDING DOCUMENTS

Procurement of Services of a Firm to provide Event Management Services for SBP Banking Services Corporation (SBP BSC)

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

August 2024

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SBP Banking Services Corporation

Invitation to Bid (ITB)

IFB No. GSD (Proc. II)/ HRMD-Event Management Services /109384/2024

SBP Banking Services Corporation invites sealed bids from eligible Bidders registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for ***Procurement of Services of a Firm to provide Event Management Services for SBP Banking Services Corporation (SBP BSC)*** for a period of three years.

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

A pre-bid meeting will be held on **August 26, 2024 at 11:00 AM** via Zoom Meeting Application. Meeting ID & Password is given in the Bidding Documents. The prospective firms can also obtain the Meeting ID & Passcode through an email request at gsd.proc2@sbp.org.pk

The bids prepared in accordance with the instructions provided in the Bidding Documents must be delivered in a hard copy submitted (in person, or by post) at the address given below on or before **September 11, 2024 at 11:00 AM** which shall be opened on the same day at **11:30 AM** at Learning Resource Centre, State Bank of Pakistan, I.I Chundrigar Road, Karachi in the presence of representatives of firms who may choose to be present. This Invitation to Bid is also available on websites: www.sbp.org.pk & www.ppra.org.pk

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

Section II: Instructions to Bidders

A. **Introduction**
B. **Bidding Documents**
C. **Preparation of Bids**
D. **Submission of Bids**
E. **Bid Opening and Evaluation**
F. **Award of Contract**
G. **Bid Data Sheet**

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

B. Bidding Documents	
6. Content of Bidding Documents	6.1. The given contents of the Bidding Documents subscribe to **Rule 23 of PPR 2004.** These should be read in conjunction with any addendum issued under **ITB Clause 8:** i. Invitation to Bid. ii. Instructions to Bidders (ITB) iii. Bid Data Sheet (BDS) iv. Form of Bid v. Forms of Technical Proposal vi. Bid Evaluation Criteria vii. Forms for Financial Proposal viii. Form of Contract ix. General Conditions of Contract (GCC) x. Special Conditions of Contract (SCC) xi. Description of Services xii. Format of Security Forms 6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. 6.3. Failure to furnish all information required by the Bidding Documents or to submit an incomplete bid that does not fulfill all the requirements outlined in the Bidding Documents will be at the Bidder's risk and may result in the rejection of its bid.
7. Clarification of Bidding Documents and Pre-bid Meeting	7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach the Bank in writing at the given address and by one of the means indicated in the **BDS**. The Bank will respond in writing to any request for clarification of the Bidding Documents that it receives no later than **seven (07) days** before the deadline of submission of bids. 7.2. The Bank will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the **BDS**. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Scope of Services/Technical Requirements.
8. Amendment of Bidding Documents	8.1. At any time before the deadline for submission of bids, the Bank, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, may amend the Bidding Documents to share any information that becomes necessary for bidding under Rule 23 (3) of PPR-2004. Such amendments shall take precedence over the existing document. 8.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be uploaded on **SBP website at www.sbp.org.pk**. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid. 8.3. In order to afford prospective Bidders reasonable time to take the amendment(s) into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of **Rule 27 of PPR 2004**.

C. Preparation of Bids	
9. Language of Bid	9.1. The bid prepared by the Bidder, as well as all correspondence and documents related to the bid exchanged by the Bidder and the Bank shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu in which case, for purposes of interpretation of the Bid, the translation shall govern.
10. Documents Comprising the Bid	10.1. The bid submitted by the Bidder shall comprise the following: i. Forms for Technical Bid under **Section III.** ii. Documents related to Minimum Eligibility/Qualification Criteria under **Section IV**. iii. Forms for Financial Bid under **Section V.** iv. Bidding Documents (in original) duly signed and stamped on each page/sheet. v. Bid Security vi. Authorization in accordance with the **Clause 15 of ITB**. vii. Any other materials/ services required to be completed and submitted by bidders, as specified in the **Bid Data Sheet.**
11. Bid Prices	11.1. The Contract shall be for the Services, as described in the **Appendix A** of the contract. 11.2. The Bidder shall quote rates and prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Bank when executed and shall be deemed covered by other rates and prices in the Activity Schedule. 11.3. All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/included in the bid price. 11.4. If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of General Conditions of Contract (GCC) and/or Special Conditions of Contract (SCC).
12. Currencies of Bid and Payment	12.1. The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by the Bank would be in Pak Rupees.
13. Bid Validity	13.1. Bids shall remain valid for the period specified in the **BDS**. 13.2. In exceptional circumstances, the Bank may request the bidders to extend the bid validity period for an additional period. The request and the Bidders' responses shall be made in writing by letter or email. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with **ITB Clause 14** in all respects.

C. Preparation of Bids	
	13.3. The bidder has the right to refuse to extend the validity of its bid in which case such bid will not be further evaluated.
14. Bid Security	14.1. The bid security shall be denominated in the currency of the bid price/rate: a) At the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a schedule Bank; b) Shall be in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank prior to bid submission; c) Be payable promptly upon written demand by the Bank; d) Be submitted in its original form; copies will not be accepted; e) Remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 14.2. f) Bids submitted with insufficient bid security will be rejected. g) Any violation of clause 36 of Instructions to Bidders of this document may lead to forfeiture of bid security. 14.2. The bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of SBP BSC.
15. Format and Signing of Bid	15.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as **"ORIGINAL BID" and "COPY NO. 1."** In the event of any discrepancy between them, the originally submitted hardcopy shall prevail. 15.2. The original and all copies of the bid, each consisting of the documents listed in **ITB Clause 10.1**, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid under **ITB Clause 10.1.** The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. 15.3. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

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

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

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

E. Bid Opening and Evaluation	
22. Clarification of Bids	22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
23. Preliminary Examination	23.1. The Bank will examine the bids to determine whether; i. they are complete, ii. bid validity is provided accordingly, iii. required bid security has been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under **Section III** and relevant documents under **Section IV** 23.2. Bidders have to submit bids for **COMPLETE REQUIREMENTS,** partial and incomplete bids will be rejected. 23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected. 23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. 23.5. Bids submitted late will also be rejected.
24. Correction of Errors	24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis: i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail. 24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.
25. Evaluation and Comparison of Bids	25.1. The technical bids of the only qualified bidders after preliminary examination under **ITB Clause 23**, shall be examined in detail. 25.2. The Bank will evaluate and compare only the bids previously determined to be substantially responsive as defined under Rule 2(1)(h)(i) of PPR-2004 and qualified pursuant to **Sub-Clauses 23.2 of ITB to 23.5 of ITB** as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, Bank will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: i. Making any correction for arithmetic errors pursuant to **Sub-Clause24.2 of ITB** hereof.

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

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

F. Award of Contract	
Signing of Contract	in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted. 30.2. The Notification of Award will constitute the formation of the Contract. 30.3. Upon the most advantageous Bidder's furnishing of the Performance Guarantee according to **ITB Clause 32.1**, the Bank will discharge its bid security. 30.4. Most advantageous bidder shall sign Contract on stamp paper after paying stamp duty as per applicable stamp duty act and will return to SBPBSC within fifteen (15) days.
31. Disqualification Prior to Contract Signing	31.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous Bidder, if the Bidder has been disqualified pursuant to **Rule 18 and Rule 19 of PPR-2004** or any other reason has led to the disqualification of the most advantageous Bidder or if the conditions of his qualification are invalid, the next Most Advantageous Bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.
32. Performance Guarantee	32.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the **BDS**. 32.2. Failure of the Most Advantageous Bidder to comply with the requirements of **ITB Clause 32.1** shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder. 32.3. The Performance guarantee may be forfeited if a Bidder: i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by the Arbitrator as a result of arbitration; or iii. violates any law(s) during execution of Contract. iv. fails to start the execution of services or stop providing services without prior approval of the Bank.
33. Advance Payment and Security	33.1. The Bank will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract (SCC).
34. Grievances Redressal	34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per **Rule 48 of PPR-2004.** The details of GRC is given on the PPRA website: www.ppra.org.pk.
35. Code of Conduct	35.1. It is the Bank's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the Bank

follows, inter alia, the instructions contained in **Rule 2(1)(f)** of the PPR-2004 which defines:

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

i. ***"coercive practices"*** *which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

ii. ***"collusive practices"*** *which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;*

iii. ***"corrupt practices"*** *which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*

iv. ***"fraudulent practices"*** *which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and*

v. ***"obstructive practices"*** *which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"*

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

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

Nature of Offense/ Fault	Means of Verification	Action By the Committee
Corrupt and Fraudulent Practices	• Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation	Blacklisted and cross-debarred for the period up to 10 years.

	• Cross verification of documentary undertaking submitted by Service Provider.	
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	Blacklisted and cross-debarred for the period up to 03 years.
Bidder failed to abide with Bid Form.	Failed to abide with Bid Form	Blacklisted and cross-debarred for the period up to 06 months.

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

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

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

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

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

i. A bidder that has been engaged by the Bank to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or

	works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client. iii. A bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of a. the preparation of the specifications of the goods, b. the selection process for such assignment, or c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank. iv. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the bidder as part of the bid.
36. Overriding Effect of PPR-2004	36.1. Whenever in conflict with these documents, the provisions of **PPR-2004** shall prevail.
37. Beneficial Ownership Information	37.1. For Services/works worth Rs.50 Million or above, the Bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, Bank shall: i. Blacklist the said company in accordance with **Rule 19(1)(a) of Public Procurement Rules, 2004,** ii. Reject the bid of the said company.

G. Bid Data Sheet

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

<table>
<tr><th>ITB Clause</th><th>Description</th></tr>
<tr><td>1.1</td><td>

- **Procurement Title:** *Procurement of Services of a Firm to provide Event Management Services for SBP Banking Services Corporation (SBP BSC)*
- **Reference Number:** *IFB No. GSD (Proc. II)/ HRMD-Event Management Services /109384/2024*
- **Procurement Method:** *Open Competitive Bidding as per Rule 21 of PPR-2004*
- **Procurement Procedure:** *"Single Stage Two Envelopes Procedure" as per Rule-36(b) of PPR-2004*

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<tr><td>2.7 & 3.2</td><td>
The mandatory eligibility/qualification criteria are as follows:
<table>
<tr><th colspan="3">Part A – Mandatory Evaluation Criteria</th></tr>
<tr><th>#</th><th>Description</th><th>Means of Verification</th></tr>
<tr><td>1.</td><td>The bidder must appear on the Active Tax payers' List of FBR.</td><td>Attach copies of Tax Registration Certificate and proof of being on ATL of FBR.</td></tr>
<tr><td>2.</td><td>The firm should submit an affidavit that the firm has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).</td><td>The undertaking required on stamp paper of Rs.100/- (Format given at Tech Form 5)</td></tr>
<tr><td>3.</td><td>The bidder must have local presence in Karachi.</td><td>Relevant & Sufficient documentary evidence.</td></tr>
<tr><td>4.</td><td>The bidders must have at least 5 years' experience in providing event management/catering services.</td><td>Copies of oldest contracts/POs or any other sufficient documentary proof.</td></tr>
<tr><td>5.</td><td>The bidder should have provided catering services for at least three corporate events during the last financial year (July 2022 to June 2023) out of which one event should be for at least 500 persons.</td><td>Copies of contracts/POs or any other sufficient documentary proof.</td></tr>
<tr><td>6.</td><td>Financial Capability/Cash/ Liquid Assets of the firm (cumulative monthly cash inflow of at least Rs. 1.5 Million in any month from January 2024 to June 2024.</td><td>Bank Statement of the business/owner account or any other sufficient document.</td></tr>
</table>
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<tr><td>7.2</td><td>

- A Pre-Bid meeting will be held on **August 26, 2024 at 11:00 AM** via Zoom Application. Bidders are encouraged to attend the meeting using the following details;

Meeting Link:
https://us04web.zoom.us/j/6818704169?pwd=WtB8OhYeShtPcx1mjGq92jYRWOP3Ue.1&omn=76810593675

Meeting ID: 681 870 4169

</td></tr>
</table>

ITB Clause	Description
	Passcode: Sbp@2024 • In case of any related queries, please drop an email at gsd.proc2@sbp.org.pk.
11.4	• The Contract is **NOT** subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional indirect tax or duty during the currency of contract that impacts the contract price, would be equally accounted for by both the parties of the contract. i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new indirect tax or duty, the contract price would be adjusted accordingly.
13.1	• The period of Bid validity shall be **180 (One Hundred Eighty Days)** after the opening of the Bids.
14.1	• Bid Security of **Rs. 200,000/-** to be provided in the form of Pay Order, demand draft or bank guarantee. • Any bid found without Bid Security will be rejected instantly.
3.1 & 16.1	• The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as **"ORIGINAL TECHNICAL Proposal"** and **"ORIGINAL FINANCIAL Proposal"** in bold letters. • The outer envelope shall be addressed to the Procuring Agency at the address given in the BDS, and carry the statement **"DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline].** The content of the Technical and Financial Proposal is mentioned in BDS. • **Following should be the contents of the Technical Proposal Envelope:** 1. Form I of Section III – Authorization Form for Bidder's Representative 2. Form II of Section III – Technical Bid Submission Form 3. Form III of Section III – Bid Security 4. Form IV of Section III – Technical Compliance Form 5. Form V of Section III – Affidavit for Bidder's Blacklisting Status 6. Form VI – Declaration of Beneficial Owners' Information 7. Form VII – Supplier Creation Form 8. Form VIII- Curriculum Vitae 9. Form IX – Relevant experience during last five years 10. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV • **Following should be the contents of the Financial Proposal Envelope:** 1. Form-I of Section V – Financial Bid Submission Form 2. Form-II of Section V – Price Schedule • **Important Note:** i. The above-mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid. ii. All participating bidders are required to submit a **scanned copy of the submitted Original Technical Bid Only** after the opening of the Financial Bid at gsd.proc2@sbp.org.pk.
17	• The Bank's address for Bid submission is **Senior Joint Director**

ITB Clause	Description
	Procurement Division-II General Services Department 4th Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi Tel: 021-3311-5420/5477/5963 Email: gsd.proc2@sbp.org.pk • The Bank will communicate the opening of the Financial Bid to the eligible/qualified bidders after the completion of all requirements of Technical Evaluation. • The deadline for submission of bids shall be **September 11, 2024 at 11:00 AM** (PST).
20	• Bids will be opened on **September 11 2024 at 11:30 AM** (PKT) at the following address: Learning Resource Centre/Heritage Meeting Rooms, State Bank of Pakistan, I. I. Chundrigar Road, Karachi
23	• Bidders have to submit COMPLETE BIDS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality or reservation will be rejected. Bids submitted late will be rejected.
26.1	• Email Address for Queries <gsd.proc2@sbp.org.pk>
29.1	• Fifteen percent (15%) increase or decrease of scope of services.
32.1	• The bidder must furnish a Performance Guarantee @ **5% (Five Percent)** of the Contract Price in the shape of pay order/demand draft/call deposit or an unconditional Bank Guarantee issued from a scheduled bank of Pakistan. In the case of Bank Guarantee, it must remain valid 28 days beyond the expiry date of the contract.
34.1	• The address of Grievance Committee is; **Chairman Grievances Committee,** Office of the Director Human Resource Management Department, 1st Floor, BSC House State Bank of Pakistan Main Building Complex, I.I. Chundrigar Road, Karachi

Section III: Forms for Technical Bid

1. **Form I – Authorization Form for Bidder's Representative**
2. **Form II – Technical Bid Submission Form**
3. **Form III – Bid Security**
4. **Form IV – Technical Compliance Form**
5. **Form V – Affidavit for Bidder's Blacklisting Status**
6. **Form VI – Declaration of Beneficial Owners' Information**
7. **Form VII – Supplier Creation Form**
8. **Form VIII – Curriculum Vitae**
9. **Form VIII – Relevant experience during last five years**

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

Form I

(ON SERVICE PROVIDER'S LETTERHEAD)

(Authorization Form for Bidder's Representative)

Date: _____

IFB No:	IFB No. GSD (Proc. II)/ HRMD-Event Management Services /109384/2024
Title:	Procurement of Services of a Firm to provide Event Management Services for SBP Banking Services Corporation (SBP BSC)

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

Official Seal & Signature of Bidder:	_____
Date:	_____

Form II

(ON SERVICE PROVIDER'S LETTERHEAD)

(Technical Bid Submission Form)

Date: _____

To:

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

Dear Sir:

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

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

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

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

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

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

Dated this _____ day of _____ 2024___.

_____ _____

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

Duly authorized to sign Bid for and on behalf of _____

Form III

Over Stamp Paper

(Bid Security/Bank Guarantee Form)

To:

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

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

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

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

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

Whereas, M/s ---------- (hereinafter called "the Service Provider") has submitted its Bid dated ---------- for Procurement of Services of a Firm to provide Catering Services for SBP Banking Services Corporation (SBPBSC) (hereinafter called "the Bid").

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

Sealed with the Common Seal of the said Commercial Bank this _____ day of _____ 2024.

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

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

In the capacity of *[insert legal capacity of person signing the guarantee]*

Name: *[insert **complete name of person signing the guarantee]***

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

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

Form IV

Technical Compliance Form
(ON SERVICE PROVIDER'S LETTERHEAD)

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

Seal and Signature of Bidder:_____

General Note

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

Form V

(Over Stamp Paper)

Affidavit for Bidder's Blacklisting Status

Dear Sir,

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

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

Seal & Signature of Bidder:	_____
Date:	_____

Form VI

(ON SERVICE PROVIDER'S LETTERHEAD)

Declaration of Beneficial Owners' Information

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

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

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

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

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

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

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

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

Name of Authorized Person: _____

Title of the person signing the Response: **_____**

Signature of the person named above: **_____**

Date: _____

Form VII: SUPPLIER CREATION FORM

	STATE BANK OF PAKISTAN STRATEGIC & CORPORATE AFFAIRS DEPARTEMENT Supplier Bank Account (IBAN) Details Form	S-2

1. For Office use:

*Office/Deptt				*Supplier No.	(Mandatory if already exists)	WHT Rate	
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 (Procurement Function)	Verified By		Entered By (Supplier Mgt User)
		Date	

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

Form VIII: Experience related to Catering Services during last financial year

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

Seal & Signature of Bidder:

Date:

Section IV: Minimum Eligibility/Qualification Criteria

Part A – Mandatory Evaluation Criteria		
#	**Description**	**Means of Verification**
7.	The bidder must appear on the Active Tax payers' List of FBR.	Attach copies of Tax Registration Certificate and proof of being on ATL of FBR.
8.	The firm should submit an affidavit that the firm has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	The undertaking required on stamp paper of Rs.100/- (Format given at Tech Form 5)
9.	The bidder must have local presence in Karachi.	Relevant & Sufficient documentary evidence.
10.	The bidders must have at least 5 years' experience in providing event management/catering services.	Copies of oldest contracts/POs or any other sufficient documentary proof.
11.	The bidder should have provided catering services for at least three corporate events during the last financial year (July 2022 to June 2023) out of which one event should be for at least 500 persons.	Copies of contracts/POs or any other sufficient documentary proof.
12.	Financial Capability/Cash/ Liquid Assets of the firm (cumulative monthly cash inflow of at least Rs. 1.5 Million in any month from January 2024 to June 2024.	Bank Statement of the business/owner account or any other sufficient document.

Seal and Signature of Bidder: _____

Section V: Forms for Financial Bid

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

Form I

(ON SERVICE PROVIDER'S LETTERHEAD)

(Financial Bid Submission Form)

Date: _____

To:

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

Dear Sir:

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

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

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

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

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

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

Dated this _____ day of _____ 2024___.

_____ _____

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

Duly authorized to sign Bid for and on behalf of _____

Form-II

(ON SERVICE PROVIDER'S LETTERHEAD)

Price Schedule

Name of Bidder_____
Reference Number: IFB No. GSD (Proc. II)/ HRMD-Event Management Services /109384/2024

Sr. No.	Category	Quoted Cost for First Year (Exclusive of indirect taxes)	Quoted Cost for Second Year (Exclusive of indirect taxes)	Quoted Cost for Third Year (Exclusive of indirect taxes)	Total Quoted cost for three years	Average Cost of three years
1	**Venue Preparation & Decoration**					
i.	Per head cost for Option 1					
ii.	Per head cost for Option 2					
iii.	Per head cost for Option 3					
iv.	Per head cost for Option 4					
v.	Per head cost for Option 5					
	Sub-Total 1					
2.	**Refreshment for Events**					
i.	Per Head Cost for Refreshment including serving for Sports Team					
ii.	Per Head Cost for Refreshment including serving for Employees & Families					
iii.	Per Head Cost for Hi-Tea for Executives including serving					
	Sub-Total 2					
3	**Cost for audio & videography & related services**					
	Sub-Total 3					
4	**Lunch/Dinner Menu:**					
i.	Per head cost for Option 1					
ii.	Per head cost for Option 2					

iii.	Per head cost for Option 3					
iv.	Per head cost for Option 4					
	Sub-Total 4					
Total Cost						

Financial Evaluation will be done as follows:

i. **Venue preparation & decoration (A) = (Weightage 20%)**
W=Average of Sub-Total 1*20%

ii. **Refreshment for Events including Serving (B) = (Weightage 30%)**
X=Average of Sub-Total 2*30%

iii. **Audio & videography & related services (C) = (Weightage 15%)**
Y=Average of Sub-Total 3*15%

iv. **Lunch & Dinner Menu (D) = (Weightage 35%)**
Z=Average of Sub-Total 4*20%

The bidder having lowest evaluated value of "T" will be declared as most advantageous bidder, where;

T=W+X+Y+Z

Note:

1- The cost must include transportation, installation, labor and any other associated cost for the event. No further cost will be paid except quoted amount in price schedule.
2- No other charges whatsoever will be paid other than above on any grounds and Payments shall be subject to deduction of withholding income tax at the rates prevailing at the time of payment. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
3- The Minimum Eligibility /Qualification criteria will be evaluated totally on compliance based method.
4- Financial Proposals of the only technically accepted bidders will be opened and the bid found to be the lowest evaluated bid shall be accepted.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Section VI: Form of Contract

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

CONTRACT FOR SERVICES

Procurement of Services of a Firm to provide Event Management Services for SBP Banking Services Corporation (SBP BSC)

Between

(SBP Banking Services Corporation (SBP BSC)

and

(Name of the Service Provider)

DD-MM-YYYY

Form of Contract

THIS CONTRACT (hereinafter called the **"Contract")** is made on the _____day of the month of _____, 2024, by and between, SBP Banking Services Corporation (SBPBSC), established under the SBP Banking Services Corporation Ordinance 2001, having its principal place of business at I.I Chundrigar Road, Karachi, (Hereinafter referred to as" SBP BSC**"** which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf, of the First Part

AND

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

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

WHEREAS,

a) SBPBSC is desirous of *Procurement of Services of a Firm to provide Event Management Services for SBP Banking Services Corporation (SBP BSC)* for which purpose the Bank issued an Invitation for Bid *IFB No. GSD (Proc. II)/ HRMD-Event Management Services /109384/2024* calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).

b) the Service Provider submitted its bid in response to SBPBSC's Instruction to Bidder (ITB) and the bid of the Service Provider has been accepted by SBPBSC, where after, SBPBSC has offered to the Service Provider to perform the services as per this contract.

c) the Service Provider, having represented to SBPBSC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix D** titled breakdown of the contract price;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

- Appendix J: Integrity Pact

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

a) The service provider shall carry out the Services in accordance with the provisions of the Contract; and

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

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

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

For and on Behalf of SBP Banking Services Corporation (SBP BSC)	**For and on behalf of the Service Provider**
[Authorized Representative] *(Name, Designation, Official Stamp and signature)*	*[Authorized Representative]* *(Name, Designation, Official Stamp and signature)*
Witness 1	**Witness 1**
Name: _____ **CNIC#** _____ **Signature:** _____	**Name:** _____ **CNIC#** _____ **Signature:** _____
Witness 2	**Witness 2**
Name: _____ **CNIC#** _____ **Signature:** _____	**Name:** _____ **CNIC#** _____ **Signature:** _____

A. General Conditions of Contract (GCC)

1. General Provisions	
1.1. Definitions	**1.1.1.** 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 the Islamic Republic of Pakistan. b) **"Bid"** means the tender or offer submitted by the Bidder in response to Invitation to Bid published by SBPBSC c) **"Completion Date"** means the date of completion of the Services by the Service Provider as certified by the Bank d) **"Day"** means a Gregorian calendar day unless indicated otherwise. e) **"GCC"** means these General Conditions of Contract; f) **"Government"** means the Government of the Islamic Republic of Pakistan; g) **"Party"** means SBPBSC or the Service Provider, as the case may be, and "Parties" means both of them; h) **Performance Specifications**" means the specifications of the services included in the bidding documents submitted by the Service Provider to the Client. i) **"Services"** means the work to be performed by the Service Provider under this Contract, as described in **Appendix A** hereto. j) **"Service Provider's Bid"** means the completed Bidding Documents submitted by the Service Provider to SBPBSC k) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented
1.2. Applicable Law	**1.2.1.** The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
1.3. Language	**1.3.1.** This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
1.4. Notices	**1.4.1.** Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.

1. General Provisions	
1.5. Location	**1.5.1.** The Services shall be performed at such locations as are specified in **Appendix A** and, where the location of a particular task is not so specified, at such locations in Pakistan, as SBPBSC may approve.
1.6. Authorized Representatives	**1.6.1.** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by SBPBSC or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7. Inspection and Audit by SBPBSC	**1.7.1.** The Service Provider shall upon reasonable notice by SBPBSC allow SBPBSC's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by SBPBSC if so required by SBPBSC.
1.8. Taxes, Duties and other applicable laws.	**1.8.1.** The Service Provider shall pay its own and its employees' taxes, and SBPBSC is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations. **1.8.2.** Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.
1.9. Relationship of Parties	**1.9.1.** Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.

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

	For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible l as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party may terminate this contract as per **clause 2.6** of the Contract because of Force Majeure. **2.5.2. <u>No Breach of Contract</u>** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event. **2.5.3. <u>Extension of Time</u>** Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.
2.6. Termination	**2.6.1. <u>By SBPBSC</u>** SBPBSC may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this **Clause 2.6.1** and sixty (60) days in the case of the event referred to in (g): a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as SBPBSC may have subsequently approved in writing; b) if the Service Provider becomes insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or d) if the Service Provider/s, in the judgment of the Cleint has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

2. Commencement, Completion, Modification, and Termination of Contract	
	e) if the Service Provider does not maintain a Performance Guarantee under **Clause 3.12** f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under **Sub-Clause 3.11.1** and the **SCC**.; g) if the Bank, in its sole discretion, decides to terminate this Contract. **2.6.2. <u>By the Service Provider</u>** The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Cleint, such notice to be given after the occurrence of any of the events specified in following paragraph of this **Clause 2.6.2:** a) If SBPBSC fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to **Clause 7** within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue. **2.6.3. <u>Payment upon Termination</u>** Upon termination of this Contract under **Clauses 2.6.1 or 2.6.2,** SBPBSC shall make the following payments to the Service Provider: a) Payment of services under **Clause 6** for Services satisfactorily performed by the Service Provider before the effective date of termination; b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of **Clause 2.6.1**, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

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

3. Obligations of the Service Provider	
	3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of SBPBSC in Pakistan; **3.1.5.** The Service Provider shall promptly notify SBPBSC of any matter coming to their knowledge that could have a material effect on the business or affairs of SBPBSC. **3.1.6.** The Service Provider shall comply with any code of conduct provided to the Service Provider by SBPBSC from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of SBPBSC.
3.2. Indemnity	**3.2.1.** The service provider agrees to indemnify SBPBSC and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.
3.3. Conflict of Interests	**3.3.1.** **Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.** Payment against the services under **Clause 6** shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract., The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment. **3.3.2.** **Service Provider and Affiliates Not to be Otherwise Interested in Project** The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. **3.3.3.** **Prohibition of Conflicting Activities** Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities: a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would be in conflict with the activities assigned to them under this Contract; b) during the term of this Contract, neither the Service Provider nor its affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract; c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.4. Confidentiality	**3.4.1.** Information relating to evaluation of bids and recommendations concerning to award of the contract shall

	not be disclosed by SBPBSC to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. **3.4.2.** The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without SBPBSC's prior written consent. **3.4.3.** In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, SBPBSC may reject its bid and/or terminate the contract.
3.5. Contractual Liability Insurance to be taken out by the Service Providers	**3.5.1.** The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud if any, committed by The Service Provider's employee (s) in the course of this contract with SBPBSC, and shall indemnify and keep indemnified SBPBSC, at all times against any such loss, claim, damage, and charge. The Service Provider is responsible to acquire the required coverage and facilitate in fulfilling the requirements of the insurance agency whereas SBPBSC will provide all the related documents as per the Insurance Company's requirement so that the claims can be settled expeditiously. However, the Service Provider shall be responsible to indemnify SBPBSC within 45 days after receiving all the required supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay SBPBSC's claim within the aforesaid period shall authorize SBPBSC to deduct the claimed amount from the monthly Service Charges payable to The Service Provider. In case SBPBSC fails to provide the supporting documents to prove the incident, no claim amount will be paid. **3.5.2.** The Service Provider at SBPBSC's request shall provide evidence to SBPBSC showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.6. Service Providers' Actions Requiring Bank's Prior Approval	**3.6.1.** The Service Provider shall obtain SBPBSC's prior approval in writing before taking any of the following actions: a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	**3.7.1.** The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that SBPBSC will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.

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

3. Obligations of the Service Provider	
	Guarantee shall be valid until a date 28 days from the Completion Date of the Contract. **3.12.2.** The Performance guarantee may be forfeited if a Bidder: i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by SBPBSC as a result of arbitration; or iii. Violates any law(s) during execution of contract. iv. fails to start the execution of services or stop providing services without prior approval of SBPBSC.

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

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

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

6. Payments to the Service Provider	
6.4. Terms and Conditions of Payment	**6.4.1.** Payments will be made to the Service Provider according to the payment schedule stated in the SCC.

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

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

9. Corrupt and Fraudulent Practices	
9.1. Corrupt & Fraudulent Practices	**9.1.1.** SBPBSC requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, SBPBSC follows, inter alia, the instructions contained in **Rule 2(1)(f) of PPR 2004** which defines: *i.* *"corrupt and fraudulent practices"* in respect of procurement process, shall be either one or any combination of the practices including,- *ii.* *"coercive practices"* which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; *iii.* *"collusive practices"* which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; *iv.* *"corrupt practices"* which means the offering, giving, receiving or soliciting, directly or indirectly, of anything

<table>
<tr><th colspan="2">9. Corrupt and Fraudulent Practices</th></tr>
<tr><td></td><td>of value to influence the acts of another party for wrongful gain;

v. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and

vi. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"</td></tr>
<tr><td>9.2. Blacklisting under PPRA</td><td>9.2.1. SBPBSC will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;

9.2.2. SBPBSC will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a Client's contract if at any time it determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client's contract; and

9.2.3. Under Rule 19 of PPR-2004, "SBPBSC can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</td></tr>
<tr><td>9.3. Mechanism Blacklisting and cross-debarring</td><td>9.3.1. Under Rule 19 of PPR-2004, the following mechanism and manner for Blacklisting and cross-debarring, from participating in their respective procurement proceedings will be followed as per the below mechanism:

<table>
<tr><th>Nature of Offense/Fault</th><th>Means of Verification</th><th>Action By Committee</th></tr>
<tr><td>Corrupt and Fraudulent Practices</td><td>• Results of Bid analysis resulting in substantive evidence of collusion.
• Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation
• Cross verification of documentary undertaking submitted by Service Provider.</td><td>Blacklisted and cross-debarred for the period up to 10 years.</td></tr>
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</td></tr>
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<tr><th colspan="3">9. Corrupt and Fraudulent Practices</th></tr>
<tr><td></td><td colspan="2"><table>
<tr><td>Performance Deficiencies</td><td>• Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.</td><td>Blacklisted and cross-debarred for the period up to 03 years.</td></tr>
</table>
9.3.2. However, such barring action shall be undertaken only after Service Provider has been provided an adequate opportunity of being heard, who is to be barred and blacklisted.
9.3.3. The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of SBPBSC and the service provider shall be solely responsible for seeing that a proper receipt is provided.
9.3.4. Under Rule 7 of PPR 2004, the service provider undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at Section 6 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by SBPBSC. </td></tr>
<tr><td>9.4. Beneficial Ownership information</td><td colspan="2">9.4.1. For Services/works worth Rs.50M or above, the Service Provider shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, SBP BSC shall:
i. Blacklist the said company in accordance with Rule19(1)(a) of Public Procurement Rules, 2004,
ii. Reject the bid of the said company.</td></tr>
</table>

B. Special Conditions of Contract

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The addresses are: **Client**: **Director HRMD** Human Resource Management Department, 1st Floor, BSC House I.I. Chundrigar Road, Karachi Tel: 021-3311-**** **Service Provider**: Attention: _____ Address: _____ Tel/Mob# _____ Email: _____
1.6	The Authorized Representatives are: **For SBPBSC (Nominee of SBPBSC)** o Name: _____ o Designation: _____ **For the Service Provider (Nominee of the Service Provider)** o Name: _____ o Designation: _____
2.2	The Starting Date for the commencement of Services is **dd-mm-yyyy.**
2.3	The Intended Completion Date is **dd-mm-yyyy.**
3.4	The Service provider while rendering the required services shall not release any information acquired from SBPBSC due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise. Moreover, all important and/or confidential documents provided by SBPBSC shall not be taken out of the assigned workspace.
3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in **Appendix A.**
3.11.1	The Service Provider shall pay liquidated damages to SBPBSC as Rs. 50,000/- per instance as liquidity damages due to delay in execution of services. SBPBSC may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.12	The amount of performance guarantee is 5% of the total estimated contract amount, which should remain valid 28 days beyond the expiry date of the contract.
5.2	Prices/Rates payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
6.2	The amount is [insert amount in PKR].
6.4	The payment will be made to the service provider on actual basis for each event after confirmation of satisfactory services by authorized representative of HRMD.

Appendices

(To be finalized at the contract award stage)

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

Appendix A

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

SBP BSC organize different events during the year. The majority of events are related to sports activities. The main activities in the area of sports include participation in different tournaments at regional, domestic and national level. In order to organize these, including other, events in smooth manner, following services are required:

Category	Description	Quantity
Venue Preparation		
Option 1		
	Venue/Location	Arrangements to be made as per the number of guests up to 500
	Sofas	
	Glass Tables	
	Acrylic Chairs (transparent)	
	Pair of Green artificial grass wall panels at entrance	
	Platform /Stage – with stairs	
	Green Carpets	
	Red Carpet	
	Pedestal Fans	
	Balloons with fitting/hanging	
	Buffet Setup with crockery and cutlery	
	Buffet Setup for Executives with crockery and cutlery	
Option 2		
	Sofas	Arrangements to be made as per the number of guests up to 500
	Glass Tables	
	Acrylic Chairs (transparent)	
	Pair of Green artificial grass wall panels at entrance	
	Platform /Stage – with stairs	
	Green Carpets	
	Red Carpet	
	Pedestal Fans	
	Balloons with fitting/hanging	
	Buffet Setup with crockery and cutlery	
	Buffet Setup for Executives with crockery and cutlery	
Option 3		
	Venue/Location	Arrangements to be made as per the number of guests above 500
	Sofas	
	Glass Tables	
	Acrylic Chairs (transparent)	
	Pair of Green artificial grass wall panels at entrance	
	Platform /Stage – with stairs	
	Green Carpets	
	Red Carpet	
	Pedestal Fans	
	Balloons with fitting/hanging	
	Buffet Setup with crockery and cutlery	
	Buffet Setup for Executives with crockery and cutlery	
Option 4		
	Venue/Location	

	Trussing Marquee	Arrangements to be made as per the number of guests above 500
	Sofas	
	Glass Tables	
	Acrylic Chairs (transparent)	
	Pair of Green artificial grass wall panels at entrance	
	Platform /Stage – with stairs	
	Green Carpets	
	Red Carpet	
	Pedestal Fans	
	Balloons with fitting/hanging	
	Buffet Setup with crockery and cutlery	
	Buffet Setup for Executives with crockery and cutlery	
Option 5		
	Trussing Marquee	Arrangements to be made as per the number of guests above 500
	Sofas	
	Glass Tables	
	Acrylic Chairs (transparent)	
	Pair of Green artificial grass wall panels at entrance	
	Platform /Stage – with stairs	
	Green Carpets	
	Red Carpet	
	Pedestal Fans	
	Balloons with fitting/hanging	
	Buffet Setup with crockery and cutlery	
	Buffet Setup for Executives with crockery and cutlery	
Refreshment		
Refreshment for sports team	Assorted Cookies (02 pieces per person)	Up to 50 persons
	Fruit Cakes (2 pieces per person)	
	Tea (Mixed)	
	Mineral Water (0.5 liter) of reputed brand like Nestle/Aquafina, etc. (3 bottles per person)	
Refreshment including serving for Employees & Families	Chicken Patties (standard) (01 piece per person)	Up to 500 persons
	Aalo Samosa (standard) (01 piece per person)	
	Fried Chicken (**2** quarter pieces per person)	
	Assorted Cookies (02 pieces per person)	
	Fruit Cakes (2 pieces per person)	
	Tea (Mixed)	
	Mineral Water (0.5 liter) of reputed brand like Nestle/Aquafina, etc. (3 bottles per person)	
Hi-Tea for Executives including serving	Chicken Patties – One bite (2 pieces per person)	Up to 500 persons
	Chicken Vegetable Samosa – one bite (2 pieces per person)	
	Finger Fish-(3 pieces per person)	
	Assorted Pastries – one bite (2 pieces per person)	
	Assorted cookies (3 pieces per person)	
	Marble Cake (2 pieces per person)	
	Tea/Coffee/Green Tea	
	Mineral Water (0.5 liter) of reputed brand like Nestle/Aquafina, etc. (3 bottles per person)	

Sound System and Video Recording etc.	Video Recording/Photography including drone camera	--
	SMD (Medium to large Size)	
	Sound System with Speakers, Collar Mics, Cordless Mics	
	Musical Key Board with operator (DJ)	

Lunch/Dinner Menu	
Option 1	
	Chicken Biryani/Chicken Pulao
	Mix Sabzi/Daal Fry
	Raita
	Nan
	Fresh Salad
	Cold Drink
	Kheer or any other sweet
	Mineral Water (0.5 liter) of reputed brand like Nestle/Aquafina, etc.
Option 2	
	Mutton Karahi
	Beef Seekh Kabab
	Mix Sabzi/ Daal Fry
	Raita
	Nan
	Russian Salad
	Gulab Jaman or any other sweet
	Mineral Water (0.5 liter) of reputed brand like Nestle/Aquafina, etc.
Option 3	
	BBQ Tikka
	Zeera Rice
	Mutton Korma
	Mix Sabzi/ Daal Fry
	Raita
	Fresh Salad
	Nan
	Fruit Trifle or any other sweet
	Fresh Fruits
	Mineral Water (0.5 liter) of reputed brand like Nestle/Aquafina, etc.
Option 4	
	Chicken Manchurian
	Egg Fried Rice
	Chicken Chowmein/Pasta
	Mix Sabzi/ Daal Fry
	Raita
	Nan
	Ice Cream or any other sweet
	Mineral Water (0.5 liter) of reputed brand like Nestle/Aquafina, etc.
Other Service Requirements: i. Maintaining the highest standards of hygiene and safety is non-negotiable. The service provider must adhere to all local health regulations, ensuring the health and well-being of SBPBSC's guests and attendees of the event. ii. The service provider is expected to be responsive to client's feedback and proactively address areas of improvement.	

iii. It is essential that the service provider aligns with client's food & hygiene philosophy by ensuring commitment to conform to high quality standards throughout all activities and operations.

iv. Service provider will ensure delivery of food that is not only hygienic and nutritional but also appeals to the taste buds of all stakeholders. Quality, in this context, is not confined to the food alone but extends to its presentation, appearance, and handling.

v. Ingredients to be used i.e., meat/vegetables/fruits/spices/dairy products must be fresh.

vi. For buffet lunches and meals appropriate signage will be displayed to inform attendees of the content.

vii. The service provider must be capable of operating successfully within the constraints of available space and facilities.

viii. The quality, freshness and presentation of food should be consistent throughout the meal service.

ix. Fresh produce shall be used in preference to frozen, tinned, dried, or otherwise preserved foodstuff. The service provider must be aware of all potentially harmful additives and preservatives and ensure that the composition of dishes excludes such additives.

x. Food will, at all times, be presented to customers in an attractive and appetizing manner. Food counters will be monitored constantly and filled, cleaned and adjusted to achieve this.

xi. The service provider will ensure to use an appropriate quality raw materials to produce safe food that is in all ways acceptable to client..

xii. Service provider will be responsible for serving food, cleaning tables and ensuring the dining area is kept clean and tidy throughout the period of service. In the event that debris is left on a table or anywhere else, it should be cleared within minimum possible time to ensure clean environment at the venue.

xiii. The service provider shall ensure that, prior to use, surfaces used for hospitality are clear and clean and that after use these surfaces are left free from marks and spillage.

xiv. Cutlery and crockery are to be washed thoroughly and must be clean, dry, free of smears and stains when presented to customers at each meal.

xv.

Recommended Specifications and Brands for preparing food items:

Service provider will be required to ensure using raw material of following brands or equivalent quality standard for preparation of listed food items:

- Tomato Ketchup: Mitchells/Shangrilla/Mehran/National
- Mayonnaise: Youngs/National
- Frozen Meat: Meat One/Fauji/K&N
- Cooking Oil: Fresh and High-Quality refined OMEGA-3 oil i.e., Soya Supreme/Habib/ Tullo
- Yoghurt: Nestle/Prema/Day fresh.
- Butter and Margerine: Nurpur/Blue Band
- Jam/Jelly: Mitchells/National
- Paratha: Dawn/Granny/Wonder or Fresh using Ponam/Sunridge Flour
- Rice (Sela and Basmati): Super Kernal/Falak
- Lentils and Pulses (Daal): Ponam/Sunridge
- All poultry and dairy shall be of Grade "A" quality.
- Tea: Lipton/Tapal
- Cakes: Pie in the Sky/Hobnob/United/Tehzeeb
- Fried Items: Pie in the Sky/Hobnob/United/Tehzeeb

Duration of Contract:

The selected bidder will be awarded contract for a period of three years.

Appendix B

(Services and Facilities Provided by SBPBSC)

(If any)

Appendix C

(Focal Persons)

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

Appendix D

(Breakdown of Contract Price)

Appendix E

(Schedule of Payments)

Appendix F

(Price Schedule)

Appendix G

(Notification of Award)

Appendix H

(Letter of Acceptance)

Appendix I

Over Stamp Paper

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

Guarantee No._____
Executed on _____
Name of Guarantor (Scheduled Bank in Pakistan) with address: _____
Name of Principal (Service Provider) with address:_____
Penal Sum of Guarantee (express in words and figures)_____
Letter of Acceptance No._____
Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Service Provider has accepted SBP BSC's above said Letter of Acceptance for the ***Procurement of Services of a Firm to provide Event Management Services for SBP Banking Services Corporation (SBP BSC)***

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

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

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

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

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

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

Appendix J

Over Stamp Paper

(Integrity Pact)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

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

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

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

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

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

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

Appendix K

Over Stamp Paper

Non-Disclosure Agreement

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

-and-

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

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

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

1. Purpose of this Non-Disclosure Agreement

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

Confidentiality and Acknowledgement

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

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

Whereas parties have agreed that the Disclosing Party has disclosed or may dislcose 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.

(Disclosing Party) Signature of nominated officer and Date Name **WITNESS:** _____ CNIC No. _____	**Agreed to and Accepted by** **(Receiving Party)** Signature of authorized representative and Date Name **WITNESS:** _____ CNIC No._____

Appendix L

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

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

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

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

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

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

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

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

Name of Authorized Person: _____

Title of the person signing the Response: **_____**

Signature of the person named above: **_____**

Date: _____

End of Document