

# BIDDING DOCUMENTS FOR PROCUREMENT OF RECRUITMENT AND EMPLOYEE SEARCH SERVICES (LATERAL HIRING)



# 1. Introduction

National Bank of Pakistan (hereinafter called 'NBP') is one of the largest commercial banks operating in Pakistan. NBP's services are available to individuals, corporate entities and government, while it continues to act as a trustee of public funds and as the agent to the State Bank of Pakistan (in places where SBP does not have its presence).

NBP has diversified its business portfolio and is today a leading player in the debt equity market, corporate investment banking, retail and consumer banking, agricultural financing, treasury services and is showing growing interest in promoting and developing the country's small and medium enterprises and at the same time fulfilling its social responsibilities as a corporate citizen. Procuring the right product/service carries supreme importance for NBP; therefore, the primary aim of any procurement and selection procedure is to ensure a transparency and fairness in process that can select the right vendor on the basis of merit and relevant experience.

## 2. Invitation to Bid

National Bank of Pakistan (NBP), one of the largest commercial banks operating in Pakistan invites sealed bids from the Human Resources Firms and Companies registered with Income Tax and relevant tax authorities and/or Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for Recruitment & Employee Search Services for Lateral Hiring which will include but not limited to the following:

- Drafting and vetting of Career Advertisements, when required
- Inviting CVs / profiles through Portal / Software etc.
- Sharing and maintaining complete database of applicants
- Coordination and correspondence with applicants / candidates
- Screening and shortlisting of applications based on specified eligibility criteria
- Conducting assessment tests and interviews
- Submitting detailed Report to Human Resource Management Team based on assessment
- Sourcing of candidates / profiles where required

Bidding will be conducted in accordance with Rule 36(b) (Single Stage Two Envelope Procedure) of Public Procurement Rules 2004.

Bidding documents, containing detailed terms and conditions, etc. are available at 3<sup>rd</sup> Floor, Procurement Division, NBP, Head Office Building I.I. Chundrigar Road, Karachi against a pay order of Rs. 1,000/- (Non-refundable) in favour of “National Bank of Pakistan” along with authority letter and copy of CNIC. Bidding documents can also be downloaded from [www.nbp.com.pk](http://www.nbp.com.pk) free of cost.

The pre-bid meeting will be held on November 18, 2022 at 11:00 AM at Committee Room no. 02, 2<sup>nd</sup> Floor, NBP, Head Office Building, I.I. Chundrigar Road, Karachi.

The bids prepared in accordance with the instructions in the bidding documents, must reach at 3<sup>rd</sup> Floor, Procurement Division, NBP, Head Office Building I.I. Chundrigar Road, Karachi on or before December 02, 2022 at 10:30 AM. Bids will be opened the same day at 11:00 AM. This advertisement is also available on NBP / PPRA websites at [www.nbp.com.pk](http://www.nbp.com.pk) / [www.ppra.org.pk](http://www.ppra.org.pk).

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## 3. Instructions to the Bidders

**Note:** All the procurement procedures shall be conducted in accordance with Public Procurement Rules 2004 (PP Rules 2004). In case of any conflict between the provision of this document and PP Rules 2004, the later shall prevail.

### 3.1 Introduction

#### 3.1.1 Scope of Bid

National Bank of Pakistan hereinafter called NBP, invites Bids for the provision of Recruitment & Employee Search Services (Lateral Hiring Services) as specified in the **Bid Data Sheet (BDS)** and **Schedule of Requirements**. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

#### 3.1.2 Source of Funds

NBP has budget from its own resources. NBP intends to apply the provided funds / a portion of this budget to make eligible payments under the contract for which the Invitation to Bids has been issued.

#### 3.1.3 Eligible Bidders

- i) The Invitation to Bids is open to all Recruitment & Employee Search Service Providers, registered with relevant Registration Authorities and Tax Departments / Authorities (Income Tax, Sales Tax, Sindh Sales Tax, etc.), except as provided hereinafter.
- ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by NBP to provide consultancy services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.
- iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- iv) Bidders shall not be under a declaration of blacklisting by any Government department/ NBP or by Public Procurement Regulatory Authority (PPRA).
- v) The invitation for Bids is open to all prospective bidders/service providers subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.

- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
- a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by NBP to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
  - b) have controlling shareholders in common; or
  - c) receive or have received any direct or indirect subsidy from any of them; or
  - d) have the same legal representative for purposes of this Bid; or
  - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of NBP regarding this Bidding process; or
  - f) submit more than one Bid in this Bidding process, however, this does not limit the participation of subcontractors in more than one Bid.
- vii) A Bidder may be ineligible if:
- a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
  - b) payments in favor of the Bidder is suspended in accordance with the judgment of Court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
  - c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices.
  - f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure.
  - g) The firm / Service Provider is blacklisted/ debarred by any international organization.
- viii) Bidders shall provide to NBP evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- ix) Bidders shall provide such evidence of their continued eligibility satisfactory to NBP, as NBP shall reasonably request.
- x) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

### 3.1.4 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and NBP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### 3.1.5 One Person / Bidder One Bid

- i) A Bidder shall submit only one Bid in the same bidding process.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

### 3.1.6 Work Plan / Deputation Plan

The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by NBP and NBP may also, from time to time amend the same as per its requirement.

## 3.2 The Bidding Documents

### 3.2.1 Content of Bidding Documents

- i) The services required, Bidding procedures and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
  - a) Invitation to Bids
  - b) Instructions to Bidders (ITB)
  - c) Performance Criteria
  - d) Bid Data Sheet (BDS)
  - e) General Conditions of Contract (GCC)
  - f) Special Conditions of Contract (SCC)
  - g) Schedule of Requirements
  - h) Bid Form
  - i) Bidder Profile Form
  - j) General Information Form
  - k) Affidavit
  - l) Bid Security Form
  - m) Contract Form
  - n) Financial Bid Form
  - o) Performance Guarantee Form
  - p) Check List

- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 3.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PP Rules 2004, will take precedence.
- iv) NBP is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from NBP or from its website or website of PPRA. Re-confirming from NBP that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

### 3.2.2 Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify NBP in writing or by email at NBP's address indicated in Invitation to Bid/ Advertisement. NBP will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of NBP's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify NBP in writing or in electronic form that provides record of the content of communication at the NBP's address indicated in the BDS.
- iii) NBP will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in ITB 3.2.2 (i), above.
- iv) Copies of the NBP's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should NBP deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 3.2.3.
- vi) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by NBP exclusively through the use of an Addendum pursuant to ITB 3.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

### 3.2.3 Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, NBP, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis.
- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) Before the deadline for submission of Bids, NBP for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, NBP, at its discretion, may extend the deadline for the submission of Bids, as per rule 27 of PP Rules 2004, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## 3.3 Preparation of Bids

### 3.3.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NBP shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.



### 3.3.2 Bid Form

The Bidder shall complete the Bid Form and the appropriate Financial Bid furnished in the Bidding documents, indicating the services etc. to be provided.

### 3.3.3 Bid Prices

- i) The Bidder shall indicate on form 9.8 total Bid price of the services of which it proposes to provide under the contract.
- ii) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price formula** will be treated as non-responsive and may be rejected.

### 3.3.4 Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to the minimum wage rate and all applicable taxes while preparing financial bid.

### 3.3.5 Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 3.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the NBP's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 3.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the NBP's satisfaction:
  - a) that the Bidder has the financial, technical capability necessary to perform the contract;
  - b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

### 3.3.6 Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect NBP against the risk of Bidder's conduct which would warrant the security's forfeiture pursuant to ITB Clause 3.3.6. (vi).

- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:  
Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) Days, beyond the validity of Bid. Any Bid not secured in accordance with ITB Clauses 3.3.7 (i) and (ii) may be rejected by NBP as non-responsive.
- iv) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity or along with unopened financial proposal based on the submission of written request letter by the bidder.
- v) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 3.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 3.6.2.
- vi) The Bid security may be forfeited:
  - a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or fails to abide and follow the instruction of NBP; or
  - b) in the case of a successful Bidder, if the Bidder:
    - i. fails to sign the contract in accordance with ITB Clause 3.6.3; or
    - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 3.6.2;

### 3.3.7 Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by NBP. A Bid valid for a shorter period may be rejected by NBP as non-responsive.
- ii) In exceptional circumstances, NBP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 3.3.6 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

### 3.3.8 Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.

- iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bid.
- vi) The Bidder shall furnish information as described in the Bid Form on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

### 3.4 Submission of Bids

#### 3.4.1 Sealing and Marking of Bid

- i) The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- ii) The Bid shall comprise of two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - a. Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
  - b. ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - c. The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- iii) The inner and outer envelopes shall:
  - a. be addressed to NBP at the address provided in the BDS;
  - b. bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 3.4.2;

- c. In addition to the identification required in Sub-Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB 3.4.3.
- iv) If all envelopes are not sealed and marked as required by ITB 3.4.1 or incorrectly marked, NBP will assume no responsibility for the misplacement or premature opening of Bid.

#### **3.4.2 Deadline for Submission of Bids**

- i) Bids must be received by NBP at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.
- ii) NBP may, at its discretion extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 3.2.2 & 3.2.3 in which case all rights and obligations of NBP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **3.4.3 Late Bids**

- i) Any Bid received by NBP after the deadline for submission of Bids prescribed by NBP pursuant to ITB Clause 3.4.2 will be rejected and returned unopened to the Bidder.
- ii) NBP shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by NBP after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### **3.4.4 Modification and Withdrawal of Bids**

- i) The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by NBP prior to the deadline prescribed for submission of Bids.
- ii) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) above. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid security, pursuant to the ITB Clause 3.3.6 (vi).

- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by NBP prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

### 3.5 Opening and Evaluation of Bids

#### 3.5.1 Opening of Bids by NBP

- i) NBP will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, NBP will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of NBP until the specified time of their opening.
- vi) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as NBP may consider appropriate.

- vii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- viii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify NBP against any claim or failure to read out the correct information contained in the Bidder's Bid.
- ix) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to 3.4.3 (i).
- x) NBP shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xi) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- xii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

### 3.5.2 Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of PP Rules 2004.
- ii) Any effort by a Bidder to influence NBP processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding ITB Clause 3.2.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact NBP on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

### 3.5.3 Clarification of Bids

- i) To assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, NBP may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by NBP shall not be considered.

- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
- iii) The alteration or modification in the Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) evaluation & qualification criteria;
  - b) required scope of services;
  - c) all securities requirements;
  - d) tax requirements;
  - e) terms and conditions of bidding documents;
  - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact NBP on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### 3.5.4 Preliminary Examination

- i) NBP will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Prior to the detailed evaluation, NBP will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 3.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 3.3.6), Applicable Law (GCC Clause 6.22), Taxes and Duties (GCC Clause 6.24) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The NBP's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iii) If a Bid is not substantially responsive, it will be rejected by NBP and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- iv) Prior to the detailed evaluation of Bids, NBP will determine whether each Bid:
  - a) meets the eligibility criteria defined in ITB 3.1.3;
  - b) has been prepared as per the format and contents defined by NBP in the Bidding Documents;
  - c) has been properly signed;
  - d) is accompanied by the required securities; and
  - e) is substantially responsive to the requirements of the Bidding Documents.

NBP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

### 3.5.5 Examination of Terms and Conditions; Technical Evaluation

- i) NBP shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) NBP shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, NBP determines that the Bid is not responsive in accordance, it shall reject the Bid.

### 3.5.6 Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) 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, unless in the opinion of NBP there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- ii) The amount stated in the Bid will, be adjusted by NBP in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited in accordance with ITB 3.3.6.

### 3.5.7 Conversion to Single Currency

- i) To facilitate evaluation and comparison, NBP will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:
- ii) For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.



### 3.5.8 Post-qualification & Evaluation of Bids

- i) NBP will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 3.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and managerial capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as NBP deems necessary and appropriate.
- iii) NBP will technically evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 3.5.5.
- iv) The financial evaluation of a Bid will be on the basis of form of Financial Bid Form 9.8 to be decided by NBP which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

### 3.5.9 Contacting NBP

- i) Subject to ITB Clause 3.5.3, no Bidder shall contact NBP on any matter relating to its Bid, from the time of the Bid opening to the time the technical and final evaluation reports are made public. If the Bidder wishes to bring additional information or has grievance to the notice of NBP, it should do so in writing.
- ii) Any effort by a Bidder to influence NBP during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

### 3.5.10 Grievance Redressal

- i) As per Rule 48 of PP Rules 2004, NBP shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to NBP.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 32, and the same shall be addressed by the GRC well before the bid submission deadline.
- iii) After completion of the technical evaluation process, NBP shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any). Any Bidder feeling aggrieved by any act of NBP may lodge a written

complaint concerning his grievances regarding technical evaluation within seven (7) days of announcement of the technical evaluation report.

- iv) Any Bidder feeling aggrieved by any act of NBP may lodge a written complaint concerning his grievances regarding final evaluation within five (5) days of announcement of the final evaluation report.
- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.
- vi) The GRC shall investigate and decide upon the complaint within ten (10) days of the receipt of the complaint.

### 3.6 Award of Contract

#### 3.6.1 Notification of Award

- i) Prior to the expiration of the period of Bid validity, NBP will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 3.6.2 (i), NBP will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 3.3.6 (iv).

#### 3.6.2 Performance Guarantee

- i) Within fifteen (15) days of (i) the receipt of notification of award from NBP; or (ii) execution of the agreement; the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to NBP.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 3.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security. After that, NBP may decide to award the contract to the next most advantageous Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money.

### 3.6.3 Signing of Contract/ Issuance of Work Order

- i) At the same time as NBP notifies the successful Bidder that its Bid has been accepted, NBP will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Where NBP requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to NBP.
- iii) Where no such formal signing is required by NBP, NBP shall issue work order after the receipt of required performance guarantee.

### 3.6.4 Award Criteria

- i) Subject to ITB Clause 3.6.2, NBP will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the most advantageous Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

### 3.6.5 NBP's Right to Vary Quantities at Time of Award

- i) NBP reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule 42 (c) (iv) of PP Rules 2004 (not more than 15%).

### 3.6.6 NBP's Right to Accept or Reject All Bids

- i) As per rule 33 of PP Rules 2004, NBP reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) NBP shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

### 3.6.7 Re-Bidding

- i) If NBP rejects all the Bids under rule 33, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

### 3.6.8 Corrupt or Fraudulent Practices

- i) NBP requires that Bidders/Service Providers observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt and fraudulent practices” in respect of procurement process shall be as given in PP Rules 2004, which is as follows:

- i. *coercive practice by 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 practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of NBP to establish prices at artificial, noncompetitive levels for any wrongful gain;*
  - iii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
  - iv. *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;*
  - v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede exercise of inspection and audit process.”*
- ii) Blacklisting & Debarment: The Procuring Agency shall bar for not more than the time prescribed in rule 19 of the PP Rules 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- a) Involved in corrupt and fraudulent practices as defined in rule 2 of Public Procurement Rules;
  - b) Fails to perform his contractual obligations; and
  - c) Fails to abide by the bid securing declaration;

The blacklisting will be as per the mechanism provided in the standard bidding documents notified by Public Procurement Regulatory Authority.

## 4. Performance Criteria

### 4.1 Standard Operating Procedures (SOPs)

Unless otherwise agreed by the Parties:

1. Services shall be provided by the Service Provider solely in connection with positions listed by NBP. For the sake of clarity, it is stated that details of such listed positions shall be provided to the Service Provider by NBP.
2. The Service Provider shall be responsible for disclosing accurate and full information concerning candidates to client and for accurately transmitting information provided by client concerning listed positions to candidate(s).
3. Details of applicants shared by the Service Provider with NBP shall be considered active for one (1) year from the date it was received by the client.
4. Service Provider will not solicit any employee recruited by the client through Service Provider, for any other employment for at least twelve (12) months.
5. Whenever NBP desires to engage the Service Provider to carry out services under this agreement it shall intimate the Service Provider in writing of its requirements containing necessary information about the position / job role / grade etc. that will enable the Service Provider to find appropriate applicant for the job.

### 4.2 Required Services

The required services shall be but not limited to:

- 1 Drafting and vetting of Career Advertisements when required
- 2 Placement of Career Advertisement in two local daily newspapers: one in Urdu language and second in English language when required
- 3 Inviting CVs / profiles through Portal / Software etc.
- 4 Sharing and maintaining complete database as per standardized format developed in coordination with NBP Human Resource Management Team for all applicants who have applied against vacant job along with summary sheet
- 5 Screening and shortlisting of applications based on specified eligibility criteria of qualification, age, experience, skills and competencies etc.
- 6 Coordination and correspondence with applicants / candidates

- 7 Conducting assessment tests (for Officer level positions only i.e. OG-I, OG-II & OG-III) and interviews against all positions
- 8 Submitting detailed Report along with Summary to Human Resource Management for further processing based on assessment
- 9 Sourcing of candidates / profiles where required
- 10 Any other related services as desired by NBP

## 5. Bid Data Sheet

### 5.1 Bid Data Sheet

The following specific data for the 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 those in ITB.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses which may be deleted while submitting the Bids.]*

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	3.1.1	Name of Procuring Agency: <b>National Bank of Pakistan</b>  The subject of procurement is: <b>Recruitment &amp; Employee Search Services (Lateral Hiring)</b>
2.	3.1.2	Financial year for the operations of NBP: <b>FY 2023, 2024 &amp; 2025</b>  Name and identification number of the Contract: <i>[To be filled]</i>
3.		Ineligible countries are <b>India &amp; Israel</b>
B. Bidding Documents		
4.	3.2.2	The address for clarification of Bidding Documents is <b>3<sup>rd</sup> Floor, Procurement Division, NBP, Head Office Building I.I. Chundrigar Road, Karachi</b>
5.	3.2.2	Pre-bid meeting will be held on <b>November 18, 2022 at 11:00 AM at Committee Room no. 02, 2<sup>nd</sup> Floor, NBP, Head Office Building, I.I. Chundrigar Road, Karachi</b>
6.	3.3.8	The number of documents to be completed and returned is <b>one original and two set of copies</b>
B. Bid Price, Currency, Language and Country of Origin		
7.	3.3.1	Language of the Bid: <b>English</b>
8.	3.3.4	The price quoted shall be in <b>Pak Rupees</b>
9.	3.3.3	<b>The prices shall be fixed and shall not be adjusted during the continuation of contract period</b>
C. Preparation and Submission of Bids		
10.	3.1.1	Bid shall be submitted to: <b>3<sup>rd</sup> Floor, Procurement Division, NBP, Head Office Building I.I. Chundrigar Road, Karachi</b>
11.	3.4.2	The deadline for Bid submission is

		<p>a) Day: <b>Friday</b></p> <p>b) Date: <b>December 02, 2022</b></p> <p>c) Time: <b>10:30 AM</b></p>
12.	3.5.1	<p>Time, Date / Month / Year, and place for Bid opening.  <b>November 18, 2022, at 11:00 AM at Committee Room no. 02, 2<sup>nd</sup> Floor, NBP, Head Office Building, I.I. Chundrigar Road, Karachi</b></p>
13.	3.6.2	<p>Amount of Performance Guarantee is: <b>8% of the estimated contract amount</b></p>
14.	3.3.6	<p>Amount of Bid security is: <b>Rs. 2,250,000/-</b></p>
15.	3.3.7	<p>Bid validity period after opening of the Bid is: <b>180 days extendable further in exceptional circumstances to another 180 days (extended bid validity period), if requested by NBP and as permissible under Rule 26 of PPRA 2004 (as amended)</b></p>
16.	3.3.8	<p>Number of copies of the Bid to be provided are: <b>Two (02)</b></p>
<b>D. Opening and Evaluation of Bids</b>		
17.	3.5.1	<p>The Bid opening shall take place at <b>Committee Room no. 02, 2<sup>nd</sup> Floor, NBP, Head Office Building, I.I. Chundrigar Road, Karachi</b></p> <p>Day: <b>Friday</b>              Date: <b>December 02, 2022</b>              Time: <b>11:00 AM</b></p>
18.	3.3.4	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is <b>Pak Rupees</b></p>
<b>E. Bid Evaluation Criteria</b>		
19.	3.5.8	<p><b><u>Evaluation Criteria</u></b></p> <p>NBP shall conduct a comprehensive, fair, and impartial evaluation of all proposals received. This section describes the evaluation methodology and criteria to be used to evaluate each submitted proposal.</p> <p>The bidders qualifying the mandatory criteria mentioned in Section 5.2 will be eligible for further evaluation which will be a two (2) step process as mentioned below:              Step 1: Technical Evaluation              Step 2: Financial Evaluation</p> <p>Proposals will be evaluated on the following basis.</p> <p>a. 80% of the proposal strength will be measured in technical evaluation              b. 20% of the proposal strength will be measured in financial evaluation</p>



	<p><b>Technical Evaluation Criteria and Scoring</b></p> <p>Technical evaluation of the proposals will be given weightage through the below mentioned factors based on the formula mentioned below:</p> <p>Minimum score of 25 out of 35 on evaluation criteria specified below is required to qualify for financial evaluation.</p> <p>The purpose of the detailed evaluation of technical proposals is to select finalists who will qualify technically based on the evaluation criteria. Technical proposal evaluation criteria will be weighted as per details mentioned in 5.3 (Technical Evaluation Criteria).</p>
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## 5.2 Mandatory Eligibility Criteria

### 5.2.1 Instructions:

- Responses against ALL questions MUST be in “YES” or “NO” only (Column – C)
- Responses against ALL questions MUST be in affirmative (“YES”) for applicants to qualify for the next stage of procurement process, as such, any response in negative (“NO”) shall lead to disqualification of the applicant / proposal.
- All documents / documentary evidence (as required) MUST be attached with the Proposal:

A	B	C
Sr.	Questions	Response (Yes or No)
1	Is the applicant a Pakistani Registered Firm or Company with presence in Pakistan, having valid NTN / Tax Registration Certificate / Registration with SECP? (Please attach attested copy of NTN / Tax Registration Certificate and last 03 years audited financial statements i.e., 2019, 2020 and 2021)	
2	Does the applicant have work experience during the last five (05) years with at least three (03) clients i.e. banks and / or public sector organizations and / or multinational companies and / or private sector organizations (excluding NBP)? (Please attach attested copies of relevant documentary evidence such as reference letters or signed contracts or service level agreements or Service Certificates)	
3	Does the applicant have a team of at least 15 members with at least five (5) years of experience of managing recruitment / head hunting? (Please attach the profiles / resumes / service certificates of the team members)	
4	Has the applicant provided minimum one hundred (100) Resources (Officers & above) to its clients (excluding NBP) through its headhunting / recruitment services during the last five (05) years? (Please attach copies of relevant evidence along with contact details of the concerned organizations on Company’s letterhead duly signed and stamped by Company’s CEO / MD)	
5	Does the applicant have average annual revenues of at least Rs. 25 million during last three (03) years? (Please attach copy of annual audited financial statement or attested income tax returns or attested annual bank’s certificate mentioning the revenues for last 03 years)	
6	Does the applicant confirm that they have never been involved in any criminal / unlawful activity nor have been blacklisted by any entity / organization? (Please provide affidavit / declaration on Stamp Paper of Rs. 100/-)	
7	Does the applicant undertake that in case any information / document submitted is found false / forged, the firm shall be disqualified from the procurement process or at any stage later on? (Please attach an undertaking on Stamp Paper of Rs. 100/-)	
8	Does the applicant have at least 01 Office in any of the major cities of Pakistan? (Please provide name of representative, postal addresses, official landline & cell phone numbers on Company’s letterhead duly signed and stamped by Company’s CEO/MD)	

9	Does the applicant have an automated data collection & management system for providing recruitment and employee search services?	
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### 5.3 Technical Evaluation Criteria

#### 5.3.1 Instructions:

- Only ONE relevant response (✓) against each Question MUST be provided in Column-C.
- Column-E MUST be left blank for sole use of NBP.
- Score of “0” (zero) shall be awarded against a response to any question if it is un-responded, left blank, unclear, ambiguous, vague, and / or is in duplicate.
- All documents / documentary evidence (as required) MUST be attached with the Proposal, otherwise a score of “0” (zero) shall be allotted as Score Obtained against relevant Questions.
- A minimum Score of **25 out of 35** MUST be obtained in Qualification Criteria to qualify for the next stage of procurement process.

Qualification Criteria			Total Score:	
(A)	(B)	(C)	(D)	(E)
1	<b>Number of years that the company is established in Pakistan. (Please attach relevant documentary evidence)</b>	Tick One	Allocated Score	Score Obtained
	More than 10 years		5	
	More than 07 years up to 10 years		4	
	More than 05 years up to 07 years		3	
2	<b>Applicant must provide details of work experience involving headhunting / recruitment for banks and / or public sector organizations and / or multinational companies and / or private sector organizations (excluding NBP). (Please attach documentary evidence such as reference letters or signed contracts or service level agreements or service certificates)</b>	Tick One	Allocated Score	Score Obtained
	Last five (5) years with more than five (05) Clients		5	
	Last five (5) years with four (4) to five (05) Clients		4	
	Last five (5) years with at least three (03) Clients		3	
3	<b>Previous and current clientele (excluding NBP) to whom the applicant has provided headhunting / recruitment services during the last 05 years. (Please attach Reference Letters and list of clients with complete contact information, duly signed and stamped by Company's CEO / MD on Company's letterhead)</b>	Tick One	Allocated Score	Score Obtained
	Minimum 05 (03 Banks + 02 Others) (public sector organizations / multinational companies / private sector organizations)		5	
	Minimum 04 (02 Banks + 02 Others) (public sector organizations / multinational companies / private sector organizations)		4	
	03 Others (public sector organizations / multinational companies / private sector organizations)		3	

4	<b>How many resources (Officer &amp; above) provided to the clients through headhunting / recruitment services during last five (05) years? (Please attach copies of relevant evidence along with contact details of the concerned organizations company's letterhead duly signed and stamped by Company's CEO / MD)</b>	<b>Tick One</b>	<b>Allocated Score</b>	<b>Score Obtained</b>
	Above 300 resources to its clients		5	
	Above 200 to 300 resources to its clients		4	
	At least 100 to 200 resources to its clients		3	
5	<b>Number of Team Members handling recruitment / headhunting services (Please attach resumes / profiles / service certificates of team members)</b>	<b>Tick One</b>	<b>Allocated Score</b>	<b>Score Obtained</b>
	30 members team or above		5	
	20 to 29 members team		4	
	15 to 19 members team		3	
6	<b>Annual average revenue of the Firm / Company during last 03 years? (Please attach copy of audited Financial Statement or attested annual Bank Certificate or attested income Tax Returns for the period)</b>	<b>Tick One</b>	<b>Allocated Score</b>	<b>Score Obtained</b>
	Above 75 million		5	
	Above 50 million to 75 million		4	
	At least 25 million to 50 million		3	
7	<b>How many Offices including Head Office &amp; Regional Offices in major cities of Pakistan? (Please provide name of representative, postal addresses, official landline &amp; cell phone numbers on Company's letterhead duly signed and stamped by Company's CEO/MD)</b>	<b>Tick One</b>	<b>Allocated Score</b>	<b>Score Obtained</b>
	03		5	
	02		4	
	01		3	

Minimum score of 25 out of 35 is required to qualify for step 2 (i.e., financial evaluation) of this process.

NBP will review each Technical Proposal to determine compliance with mandatory requirement as stated above. If NBP determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether:

- The proposal meets requirements for further evaluation.
- NBP will request clarifications / corrections; or,
- NBP will determine the proposal nonresponsive to the RFP and reject it.

NBP reserves the right, at its sole discretion, to request bidder clarification for a submitted Technical Proposal or to discuss it with any or all bidders. Any such clarification or discussion shall be limited to

specific sections of the proposal identified by NBP. The subject bidder shall put any resulting clarification in writing, as may be required by NBP.

Only after the evaluation of the Technical Proposal, successful bidders will move to the financial bids' evaluation stage.

#### 5.4 Financial Evaluation Criteria

Only those bidders who have qualified the technical evaluation, will be eligible for financial evaluation. Points will be assigned for Cost Analysis using the price provided by the bidders as outlined in this bidding document.

Bid price will be calculated as:

$$\frac{\text{Lowest Bid Price}}{\text{Bidder's Price}} \times \text{Weight}$$

**Combined Evaluation will be calculated by adding the Technical and Financial Evaluation as below:**

$$\left[ \frac{\text{Bidders Technical Score}}{\text{Total Technical Score}} \times \text{Weight} \right] + \left[ \frac{\text{Lowest Bid Price}}{\text{Bidder's Price}} \times \text{Weight} \right]$$

**NOTE:**

- a) During the evaluation period, NBP may ask/request for any other additional documentary evidence or explanation against any item that is submitted/ provided by applicant. Applicants should respond to such requests within the time frame indicated in the correspondence (letter/email/fax). If an applicant fails to provide the required information within given timeframe or extended time frame if it is allowed by NBP then it will create a ground where its bid may be considered as rejected.
- b) Financial proposals of the applicants, whose technical proposals are responsive, will only be opened for evaluation, comparison and determination of the successful applicant. Financial proposals of disqualified applicants during technical evaluation stage will be returned unopened.
- c) The applicants are required to quote the prices in the format given in Form 9.8 “**Financial Bid Format**” of this document.
- d) A combined evaluation of technical and financial proposals shall follow and the applicant with the winning proposal (i.e. who will obtain the highest score in combined evaluation) will be accepted.

- e) Submission of verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded based on these verifiable proofs.
- f) All prices shall be quoted in Pak Rupees (Rs.) and should be inclusive of all applicable taxes.
- g) Bid validity will be 180 days after the submission of proposals or extendable as per the PPRA rules which in any case will be communicated under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

## 6. General Conditions of Contract

### 6.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between NBP and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider may be required to supply to NBP under the Contract.
- d. "The Services" means those services and other such obligations of the Service Provider covered under the Contract.
- e. "GCC" means the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "NBP" means the organization purchasing the Services, as named in SCC.
- h. "The NBP's country" is the country named in SCC.
- i. "The Service Provider" means the Bidder or firm supplying the Services under this Contract.
- j. "The Project Site," where applicable, means the place or places named in SCC.
- k. "Day" means calendar day.

### 6.2 Application

The General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 6.3 Country of Origin

- a. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.



- b. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rule 24, PP Rules 2004, shall be followed.

#### 6.4 Standards

The services supplied under this Contract shall conform to the standards mentioned in the Performance Criteria.

#### 6.5 Use of Contract Documents and Information; Inspection and Audit by NBP, its Regulators (including the State of Bank of Pakistan “SBP”) and its auditors

- 6.5.1 The Service Provider shall not, without the NBP’s prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of NBP in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 6.5.2 The Service Provider shall not, without the NBP’s prior written consent, make use of any document or information enumerated in GCC Clause 6.5.1 except for purposes of executing the Contract.
- 6.5.3 Any document, other than the Contract itself, enumerated in GCC Clause 6.5.1 shall remain the property of NBP and shall be returned (all copies) to NBP on completion of the Service Provider’s performance under the Contract if so required by NBP.
- 6.5.4 The Service Provider shall permit to inspect the Service Provider’s accounts and records relating to the performance of the Service Provider and to have them audited and / or inspected by its auditors and / or its Regulators or auditors appointed by the said Regulators as and when required.

#### 6.6 Performance Guarantee

- 6.6.1 Within fifteen (15) days of (i) the receipt of the notification of Contract award; or (ii) execution of the agreement; the successful Bidder shall furnish to NBP the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 3.6.2 of ITB.
- 6.6.2 The proceeds of the Performance Guarantee shall be payable to NBP as compensation for any loss resulting from the Service Provider’s failure to complete its obligations under the Contract.
- 6.6.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to NBP and shall be in one of the following forms:
- (a) a bank guarantee issued by a reputable bank located in Pakistan, in the form provided in the Bidding documents or another form acceptable to NBP.

- 6.6.4. The performance guarantee will be discharged by NBP and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## 6.7 Incidental Material

The Service Provider may be required to provide any of the incidental material if any, specified in SCC.

## 6.8 Payment

- 6.8.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.
- 6.8.2 The Service Provider's request(s) for payment shall be made to NBP in writing, accompanied by an invoice describing, as appropriate, services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.
- 6.8.3 Payments shall be made promptly by NBP, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory.
- 6.8.4 The currency of payment is Pak Rupees

## 6.9 Prices

Prices charged by the Service Provider and services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC.

## 6.10 Change Orders

- 6.10.1 NBP may at any time, by a written order given to the Service Provider pursuant to GCC Clause 6.11, make changes within the general scope of the Contract, only if required for the successful completion of the job.
- 6.10.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the NBP's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PP Rules 2004 should be violated.

### 6.11 Contract Amendments

Subject to GCC Clause 6.10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### 6.12 Assignment

The Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of NBP.

### 6.13 Sub-contracts

6.13.1 The Service Provider shall notify NBP in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

6.13.2 Subcontracts must comply with the provisions of GCC Clause 6.12.

### 6.14 Delays in the Service Provider's Performance

6.14.1 Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/Deputation Plan as prescribed by NBP in **Schedule of Requirements** in bidding documents.

6.14.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the Service Provider shall promptly notify NBP in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, NBP shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

6.14.3 Except as provided under GCC Clause 6.17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

### 6.15 Liquidated Damages

Subject to GCC Clause 6.17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, NBP shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed / delayed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, NBP may

consider termination of the Contract pursuant to GCC Clause 6.16 along with other remedies available under PPR-14.

## 6.16 Termination for Default

6.16.1 NBP, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- a. if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by NBP pursuant to GCC Clause 6.14;
- b. if the Service Provider fails to perform any other obligation(s) under the Contract; or
- c. if the Service Provider, in the judgment of NBP has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined in rule 2 of PP Rules 2004.

6.16.2 In the event NBP terminates the Contract in whole or in part, pursuant to GCC Clause 6.16.1, NBP may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to NBP for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

6.16.3 Where termination is necessary due to regulatory instructions / directives.

## 6.17 Force Majeure

6.17.1 Notwithstanding the provisions of GCC Clauses 6.14, 6.15, and 6.16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of NBP in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, NBP and the Service Provider, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

6.17.3 If a Force Majeure situation arises, the Service Provider shall promptly notify NBP in writing of such condition and the cause thereof. Unless otherwise directed by NBP in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

## 6.18 Termination for Insolvency

NBP may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NBP.

## 6.19 Termination for Convenience

6.19.1 NBP, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the NBP's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

6.19.2 The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by NBP on the Contract terms and prices. For the remaining Services, NBP may choose:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

## 6.20 Resolution of Disputes

6.20.1 After signing the contract or issuance of purchase order, NBP and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

6.20.2 If, after thirty (30) days from the commencement of such informal negotiations, NBP and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and / or arbitration as per rule 49 of PP Rules 2004 and in accordance with Arbitration Act-1940.

## 6.21 Governing Language

The Contract shall be written in the language specified in SCC. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## 6.22 Applicable Law

The Contract shall be interpreted in accordance with the laws of Pakistan unless otherwise specified in SCC.

## 6.23 Notices

6.23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

6.23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## 6.24 Taxes and Duties

Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to NBP.

## 6.25 Access to Records

6.25.1 Service Provider during the currency of Contract or after termination or expiry as the case may be, shall provide timely access to any or all information, records, data applications, databases/MIS, to NBP or any Government or Regulatory authority such as SBP, etc.

6.25.2 Service Provider must ensure that NBP or its representatives, agents, external and/or internal auditors, SBP officials are allowed visits and access to relevant records. In the event officials of SBP is prevented, for whatever reason, from accessing the service provider or its records relating to services and/or any matter related or incidental to the service provider or the services or this RFP. Any and all regulatory directives and policies of SBP shall apply and in the event so required by SBP, NBP will terminate the agreement without any liability to the service provider.

## 6.26 Data Retention

Service Provider shall be required to retain the data related to the services provided to NBP for at least five (05) years after conclusion / expiry or termination of the agreement as the case may be.

## 6.27 Confidentiality, Privacy and Security of Information

6.27.1 Except with the consent of NBP in writing, Service Provider shall keep and maintain all information related to NBP strictly confidential and not make use of any confidential information supplied by NBP other than to perform obligations under this contract, and shall impose the same obligations on its employees and other third parties.

6.27.2 All data and information coming to the knowledge of Parties during the course of this Agreement is confidential in nature and the Parties representatives, employees & personnel shall not use or attempt to use or permit any party to use such data/information or disclose/divulge such data/information to any third party except to authorized person by NBP.

- 6.27.3 The Parties, their respective representatives, employees and personnel shall be responsible for any loss; delay or inconvenience caused to the other Party by any act, omission or negligence with respect to disclosure of confidential information and such defaulting Party shall indemnify the other Party for the same. This is without prejudice to any other rights available to the Parties.
- 6.27.4 The Parties shall comply with all prevailing Regulations concerning data protection and confidentiality and notify the other Party immediately in the event of any breach of the Regulations, or confidentiality arrangements contained in this Agreement.
- 6.27.5 The foregoing provisions do not apply to data or information which:
- at the time of disclosure has come into the public domain other than as a result of a breach of this Agreement; or
  - is lawfully in the possession of the disclosing Party and was not acquired directly or indirectly from the other Party hereto; or
  - Is required to be disclosed by applicable laws or regulation or the rules of any stock exchange.

## 6.28 Warning / Escalation against Performance Delays

NBP may in its sole discretion issue a warning letter / letter of displeasure while observing delays in the timelines against the assignments. The 03 warnings to the Service Provider may lead to discontinuation / termination of contract as per clause 6.16.

## 6.29 Penalties

If the Service Provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NBP, the NBP may in its sole discretion without prejudice may penalize the Service Provider for delays or unsatisfactory performance as per the following terms:

Delay	Penalty
More than 10 working days	One half (0.5%) per week of the cost of advertised position Maximum deduction up to 8 % of the cost of advertised position

\*Penalties will be deducted from the billed invoice.

## 6.30 Additional Conditions

Any other conditions may be incorporated in the contract as may be required with the mutual consent of both the parties at the time of execution, or which are required to be incorporated under the procurement framework or SBP regulations.

## 6.31 Beneficial Ownership

The service provider shall be liable to provide information in compliance with the S.R.O 592(I)/2022 (if required) as per the format provided in section 9.10 of this bidding document / said SRO.

### 6.32 Suspension Period

NBP may suspend the agreement for such period or period(s) as may be required under any regulatory directive and/or judicial order and/or any directions from its senior management. In the event of such suspension NBP shall not be liable to make any payments to the service provider and the validity of the agreement shall be extended for a period equivalent to the period of suspension on the same terms and conditions.



## 7. Special Conditions of Contract

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

### 7.1. Definitions (GCC Clause 6.1)

GCC 6.1.1 (g)— The Procuring Agency is: **National bank of Pakistan**

GCC 6.1.1 (h)—The NBP's country is: **Pakistan**

GCC 6.1.1 (i)—The Service Provider is:

### 7.2. Performance Guarantee (GCC Clause 6.6)

GCC 6.6—As per rule 39 of PP Rules 2004, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be **8% of the estimated contract amount (based on the annual estimates)**.

### 7.3. Payment (GCC Clause 6.8)

GCC 6.8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

#### **Payment for Services provided:**

Payment may be made in Pak. Rupees in the following manner:

- (i) Running Bill modality.

### 7.4. Prices (GCC Clause 6.9)

GCC 6.9.1—Prices shall be fixed and shall not be adjusted.

### 7.5. Liquidated Damages (GCC Clause 6.15)

GCC 6.15.1—Applicable rate: **One-half (0.5) % per week**

Maximum deduction: **Eight (08) % of the contract price**

*[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price after that NBP may proceed for the termination of contract along-with other remedies available under PP Rules 2004]*

## 7.6 Resolution of Disputes (GCC Clause 6.20)

GCC 6.20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

In the case of a dispute between NBP and the Service Provider, it shall first be resolved through direct negotiations and in the event of failure of such negotiations, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

## 7.7. Governing Language (GCC Clause 6.21)

GCC 6.21.1—The Governing Language shall be **English**.

## 7.8. Applicable Law (GCC Clause 6.22)

GCC 6.22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of Islamic Republic of Pakistan

## 7.9. Notices (GCC Clause 6.23)

GCC 6.23.1—NBP’s address for notice purposes: **13<sup>th</sup> Floor, Talent Management Wing, HRMG, NBP, Head Office Building I.I. Chundrigar Road, Karachi**

—Service Provider’s address for notice purposes:

## 8. Schedule of Requirements

NBP is looking for a service provider which can provide recruitment services to bolster NBP's hiring and recruitment plans. NBP expects the Service Provider to provide a pool of highly skilled candidates for positions NBP wishes to offer, utilizing their expertise in screening, filtering, and profiling candidates.

### 8.1. Schedule of requirements is given below:

#### 8.1.1 Lateral Hiring

- Drafting and vetting of Career Advertisements when required
- Placement of Career Advertisement in two local daily newspapers: one in Urdu language and second in English language when required
- Inviting CVs / profiles through Portal / Software etc.
- Sharing and maintaining complete database as per standardized format developed in coordination with NBP Human Resource Management Team for all applicants who have applied against vacant job along with summary sheet
- Screening and shortlisting of applications based on specified eligibility criteria of qualification, age, experience, skills and competencies etc.
- Coordination and correspondence with applicants / candidates
- Conducting assessment tests (for Officer level positions only i.e. OG-I, OG-II & OG-III) & interviews against all positions
- Submitting detailed Report along with Summary to Human Resource Management Team for further processing based on assessment
- Sourcing of candidates / profiles where required
- Any other related services as desired by NBP

#### 8.1.2 Timelines

Following is the expected timeframe (where applicable) for each task.

Activity / Task	Timelines
Pre-advertisement phase (drafting and vetting of advertisements)	1 week
Advertising phase	1 – 2 weeks
Profile assessment phase including screening, test & interview	2 – 3 weeks
Summary Report / Final Deliverables	3 days

### 8.1.3 Payment terms:

- Advertisement Cost at Actual will be reimbursed after publication of advertisement on providing original advice or the bank will advertise.
- There will be no upfront fee, no flat monthly fee, and no setup cost to be paid by the Bank.
- In case the client is unable to select suitable candidate for the requisitioned position or decides to hold or abolish the position, Service Provider will not claim any charges on account of testing, assessment, facilitation, etc.
- Recruitment Service Fee will be paid after completion of process once the selected candidate is onboarded / joined the Bank.
- If the hired candidate, leaves NBP within six months of hiring / on boarding, then the consulting service provider will be responsible to provide alternate resource for hiring at no additional cost as the case may be.

## 9. Forms

### 9.1 Bid Form

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

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents in accordance with the Financial Bid attached as sealed Financial Proposal and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by NBP.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 3.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

#### 9.1.2 Technical bid includes the following:

- a) Original Bid form (as per form 9.1 of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Complete bidding document (without filling) signed and stamped by the bidder
- c) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- d) Original bid security in the form of Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque] valid for ..... ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form 9.9.
- e) Any other document required by NBP not inconsistent with PPR-14.

#### 9.1.3 Financial bid includes the following:

- a) Financial bid form (as per form 9.8) to be reproduced on the letter head of the bidder duly signed and stamped.

b) *Any other document required by NBP not inconsistent with PPR-14.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

<b>Name and address of service provider</b>	<b>Amount and Currency</b>
---	----------------------------

_____	_____
_____	_____
_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature] [in the capacity of]

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

## 9.2 Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b>
	Address:
	Office Telephone Number:
	Fax Number:
3.	<b>Contact Person:</b>
	Name:
	Personal Telephone Number:
	Email Address:
4.	<b>Local office if any:</b>
	Address:
	Office Telephone Number:
	Fax Number:
5.	<b>Registration Details:</b>

### a) Audited Financial Statement Attachment (Last 3 years)

Yes	No
-----	----

### b) Details of Experience (Last Five Years)

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

### c) Staff Detail and last month Payroll

Yes	No
-----	----

### 9.3 General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Particulars			
Company Name			
Abbreviated Name			
National Tax No.		Sales Tax Registration No	
SRB Tax No.		Company's Date of Formation	
No. of Employees			

\*Please attach copies of NTN, SRB, GST Registration & Professional Tax Certificate

Registered Office		State/Province	
Address		Postal Code	
City/Town		Fax	
Phone		Website Address	
Email Address			



#### 9.4 Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_

*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by National bank of Pakistan deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of National bank of Pakistan. The undersigned further affirms on behalf of the firm that:

- (i) The firm has not been blacklisted by any Department.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

*[Name of the Service Provider]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

## 9.5 Performance Guarantee Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

To,

*[name and address of NBP]*

**WHEREAS** (Name of the Service Provider) \_\_\_\_\_  
hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE  
"PROVISION OF \_\_\_\_\_" procurement of the following:

1. *[Please insert details]*.

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of \_\_\_\_\_ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

### [NAME OF GUARANTOR]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

## 9.7 Contract Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between National bank of Pakistan (hereinafter called “NBP”) on the one part and *[name of Service Provider]* of *[city and country of Service Provider]* (hereinafter called “the Service Provider”) on the other part:

WHEREAS NBP invited Bids for certain services, viz., *[brief description of services]* and has accepted a Bid by the Service Provider for the supply of those services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Financial Bid Form submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the NBP’s Notification of Award.
  - (g) Contract Agreement
  - (h) complete Bidding document
3. In consideration of the payments to be made by NBP to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with NBP to provide the services in accordance with the provisions of the Contract and as required under **Schedule of Requirements**.
4. NBP hereby covenants to pay the Service Provider in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for NBP)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Service Provider)

## 9.8 Financial Proposal Submission Form / Financial Bid Form

The Divisional Head  
Procurement Division  
Logistics, Communications & Marketing Group,  
National Bank of Pakistan,  
3<sup>rd</sup> Floor, Head Office  
I. I. Chundrigar Road,  
**Karachi**

Dear Sir

We, the undersigned, offer to provide Consultancy Services in relation to Lateral Hiring at National Bank of Pakistan (NBP), in accordance with your Request for Proposal dated MMM DD, 2022 and our Technical Proposal. We hereby agree to offer service with following fee; this amount is inclusive of all expenses and local taxes:

Description	PKR
Professional Fee / Bid Amount per position	
Total	
Taxes	
Total Bid Amount per position after Taxes	

Our Financial Proposal including any Supplemental Financial Proposal, if submitted, shall be binding upon us. We understand that you are not bound to accept any Financial Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## 9.9 Bid Security Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the services]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “NBP”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by NBP during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to NBP up to the above amount upon receipt of its first written demand, without NBP having to substantiate its demand, provided that in its demand NBP will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

*[signature of the bank]*

### 9.10 Format for Ultimate Beneficial Owners

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars 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	Identify of natural person who ultimately owns or controls the legal person or arrangements

9. Information about the Board of Directors (details shall be provided regarding 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 subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
Total numbers of shares taken (in figures and words)							

10. Any other information incidental to or relevant to Beneficial Owners(s).

Name and Signature

(Person authorized to issue notice on behalf of the company)

Details of all the Owners / Directors of the OSP

S #	OSP Name	NTN No.	SECP Registration No.	GST No. / Provisional Sales Tax #.	Address

Position Held ie Partner/ Director/ Partner or Director other than the signatory/ UBO	Name	Father/ Husband Name	CNIC NO.	Date of Birth	Place of Birth	Passport No.	Country of Origin	Any other Nationality other than Pakistan

## 10. Check-List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for purchase of bidding documents along with Standard Bidding Documents. (If applicable)		
2	____% Bid Security of estimated cost of services in a fixed amount given by NBP. The Bid security must be submitted with technical proposal.		
3	Any samples (if demanded) have been submitted in [ <i>name of NBP</i> ] sample store.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
7	Bid Form (as per form 9.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
8	Bid Security Form (as per form 9.9 of Bidding documents) on letter head of the firm, duly signed and stamped.		
9	Performance Guarantee Form (as per form 9.5 of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	General Information Form (as per form 9.3 of Bidding documents) on letter head of the firm duly signed and stamped.		
11	Affidavit (as per form 9.4) on non-judicial Stamp Paper of Rs. 100/- (i) The firm has not been black listed from any Department. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department. Affidavit for correction of information Form (as per form 9.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
12	i. Work order / supply order / purchase order of previous relevant experience.		



	<p>ii. Company profile. Staff list along with location and address <i>[where applicable]</i>.</p> <p>iii. Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year).</p> <p>iv. Bidders profile Form (as per form 9.2 of Bidding documents) on letter head of the firm, duly signed and stamped.</p>		
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Stamp & Signature of Bidder \_\_\_\_\_