

**BIDDING DOCUMENTS**  
**FOR**  
**PROCUREMENT OF SERVICE PROVIDERS**  
**FOR HUMAN RESOURCE SERVICES**  
**AT NBP CALL CENTRES**  
**(KARACHI & ISLAMABAD)**



National Bank of Pakistan

نیشنل بینک آف پاکستان



# Contents

1. Invitation to Bid .....	3
2. Instructions to the Bidders .....	4
3. Bill of Quantities (BOQs) .....	17
4. Conditions of Contract .....	25
5. Delivery Schedule .....	36
6. Technical Evaluation Criteria .....	37
7. Technical Requirments.....	40
8. Bid Form .....	48
9. Financial Bid Form.....	49
10. Integrity Pact .....	50
11. Form of performance Guarantee .....	51
12. Form of Contract .....	53
13. Financial Beneficiary Declaration .....	54

# 1. Invitation to Bid

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).

This Invitation for Bids (IFB) follows the General Procurement Notice (GPN) for this project that was placed on NBP and PPRA websites and appeared in the newspapers.

NBP now invites the sealed bids from eligible & qualified Bidders as defined at No: 7 Technical Requirements **for Procurement of Call Centre Outsourcing Companies**. Bidding will be conducted in accordance with Rule 36 (b), Single Stage – Two Envelop Procedure of Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR 2004 that meet the qualification criteria mentioned in the Annexure III - Technical Requirements sheet (separately attached with this Bidding Document).

All bids must also be accompanied with a bid security of fixed amount of PKR 500,000/-, in currency of Pak Rupees. Bid security should be placed with the Technical Proposal. Bid security must be valid for 180 days from the bid submission date and must be submitted either through Pay Order or Demand Draft or Bankers Cheque (as per the format mentioned in Section 10).

Interested bidders may collect the bidding documents from undersigned on or before, \_\_\_\_\_ upon submission of a Non-Disclosure Agreement valid for 5 years (specimen of NDA may be obtained from the office of the undersigned) along with Copy of CNIC and Authority Letter.

Bids must be delivered on or before, 16<sup>th</sup> March 2023 by 03:00 p.m. to the address mentioned below. Bids will be opened on same date at 03:30 p.m. Bids will be opened in the presence of the Bidders' representatives who choose to attend.

Divisional Head,  
Procurement Division-LCMG  
National Bank of Pakistan  
Head Office, I.I Chundrigar Road, Karachi.

## 2. Instructions to the Bidders

**Note:** (These Instructions to the Bidders will not be part of the Contract and will cease to have effect once the Contract is signed.)

### A. GENERAL

#### IB.1 Scope of Services

1.1 National Bank of Pakistan hereinafter called NBP being one of the largest commercial and government owned bank is looking form procurement of Call Centre Outsourcing Companies for providing effective, timely and efficient services to its customers through its Call Centers located in Karachi and Islamabad.

1.2 NBP requires the services of Call Centre Outsource Services Provider for providing human resource for its Call Centers at Karachi & Islamabad as well as in Lahore in future too, it will include services of experienced call agents, support staff including supervisors, quality assurance officers etc., for performing both inbound and outbound call activities and allied. The required resources will be placed within the premises of NBP Call Centre presently located in Karachi and Islamabad in accordance with the requirements which will be communicated to the service provider by NBP management from time to time, however, the minimum number of agents won't be less than 250 and maximum up to 400 along with necessary support staff. The required number of support staff is 10. In addition to this bidder will depute 1 Floor Manager, 1 Workforce officer and 2 Trainers (1in Khi & 1 in Islamabad) who won't be charged to NBP and will be on bidder cost.

#### 1.3 IB.2 Source of Funds

2.1 NBP has available funds towards the cost of "Procurement of Call Centre Outsourcing Companies" and it is intended that funds will be applied to eligible payments under the Contract(s) for which these Bidding Documents are issued.

#### IB.3 Eligible Bidders

3.1 This Invitation for Bid is open to all Bidders that meet the mandatory eligibility criteria as prescribed in Section No: 7.

#### IB.4 One Bidder One Bid

4.1 A Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

4.2 No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

4.3 A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

#### **IB.5 Cost of Bidding**

5.1 The Bidders shall bear all costs associated with the preparation and submission of its Bid and NBP will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding Process and/or its cancellation at any stage under Rule 33 of PP Rules, 2004.

## **B. BIDDING DOCUMENTS**

#### **IB.6 Contents of Bidding Documents**

6.1 The Bidding Documents, in addition to Invitation for Bid, should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

6.2 The Bidders are expected to carefully examine the contents of Bidding Documents. Failure to comply with the requirements of Bid submission will be at Bidders' own risk. Bids which are not responsive to the requirements of the Bidding Documents will be rejected.

#### **IB.7 Clarification of Bidding Documents**

7.1 Prospective Bidders requiring any clarification(s) in respect of the Bidding Documents may notify NBP in writing at the address of NBP indicated in the Invitation for Bid **on or before 09<sup>th</sup> March, 2023**. NBP will respond to any request for clarification which it receives on or before the time stated in the Bidding Documents, prior to the deadline for submission of Bids. Copies of NBP's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

7.2 Should a bidder object on any ground including any ambiguity, discrepancy, omission or error to any provision or legal requirements set forth in this Bidding Document, the bidder must provide written notice to NBP setting specifically the grounds for the objection, however within ten (10) calendar days after Invitation of Bid.

7.3 The failure of a bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of such objection. Submission of bid in response to these Bidding Documents would construe to bidder's consent on the contents of the Bidding Document including terms and conditions appended therein, thus rendering any subsequent objection as null & void.

**IB.8 Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of Bids, NBP may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidders, modify the Bidding Documents by issuing addendum(s).
- 8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. For confirmation purposes, Prospective Bidders may acknowledge receipt of each addendum in writing to NBP.
- 8.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, NBP may extend the deadline for submission of Bids in accordance with Clause IB.22 of the Bidding Document.

**IB.9 Pre-Bid Meeting**

- 9.1 Pre-bid meeting shall be held on 6<sup>th</sup> March 2023 at 03:30 PM at undersign office to clarify issues and to answer any questions on matters related to the Bidding Documents. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting. Pre-bid meeting shall be held at the following venue (unless an alternate venue is intimated to Bidders)

*Divisional Head,  
Procurement Division-LCMG  
National Bank of Pakistan  
Head Office, I.I Chundrigar Road, Karachi.*

- 9.2 The Bidders are requested to submit questions, if any, in writing so as to reach NBP not later than three (03) days before the proposed pre-bid meeting.
- 9.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted to all prospective bidders within five (05) days after Pre-Bid Meeting. Any modification of the Bidding Documents which may become necessary as a result of the pre-bid meeting shall be made by NBP exclusively through the issue of an Addendum.
- 9.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**C. PREPARATION & SUBMISSION OF BIDS****IB.10 Documents Comprising the Bid**

- 10.1 The Bidders shall:
- Attach documentary evidence of its qualification and other requirements set forth in the Technical Requirements (Annexure III)
  - Attach written Power of Attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder.

### **IB.11 Sealing and Marking of Bids**

- 11.1 The bid shall comprise a package of original and copy of the original, containing two separate envelopes. The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion.
- 11.2 Both the above inner envelopes must indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21.
- 11.3 Both the above inner envelopes must be put in one sealed package which should be marked as “**BID FOR PROCUREMENT OF CALL CENTRE OUTSOURCING COMPANIES**”, and addressed to the representative of NBP as per Clause IB.20 of the Bidding Documents, with a warning not to open before the time and date for Bid opening as specified in the Bidding Documents. If the package is not sealed and marked as above, NBP will assume no responsibility for the misplacement or premature opening of the Bid.

### **IB.12 Submission of Bid**

- 12.1 Bids should be submitted under Rule 36(b) (Single Stage Two Envelope Procedure) of PPRA Rules, in a sealed envelope and in such a manner that the contents are fully enclosed and cannot be known until duly opened.
- 12.2 The Bidders shall submit Bid(s) as per ‘Bid Form’ which must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.3 The Bidder must provide responses with complete clarity and free from any ambiguity. In case any part of Bid is incomplete or left blank, unclear, ambiguous, vague, duplicate, and/or contains overwriting/cutting, the Bid shall stand rejected.
- 12.4 No bidder shall be allowed alteration or modification once Bids have been opened. NBP may seek and accept clarifications to the Bid that do not change the substance of the Bid. Any clarification shall be in writing.
- 12.5 NBP reserves the right, at its sole discretion, to request any bidder for clarification related to any specific section(s) of the submitted Bid. The bidder shall submit such clarification(s) in writing.
- 12.6 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Services, based on the unit rates and/or prices submitted by the Bidders.

### **IB.13 Technical Evaluation Criteria for Bid:**

- 13.1 The Bidder must fill the Technical Evaluation Criteria as per following requirements:
- a. Responses against ALL questions MUST be in “YES” or “NO” only.

- b. For a Bidder to be eligible, responses against ALL questions MUST be in affirmative (“YES”), as such, any response in negative (“NO”) OR (“BLANK/N.A) shall lead to rejection of the Bid.
  - c. The Bidder must:
    - i. Provide responses to all questions, however, with complete clarity and free from any ambiguity. In case a question is un-responded, left blank, unclear, ambiguous, vague, or duplicate, the response to such question will be treated as negative (“NO”).
    - ii. Provide relevant documentary / material evidence to substantiate / corroborate responses as and where required as Annexures, duly signed by an authorized signatory.
  - d. Bid shall stand rejected in case the bidder fails to provide any of the above required information related to the Bid.
- 13.2 In case NBP determines that the Bidder has failed to meet one or more of the Eligibility/Qualification Criteria, NBP may request the bidder for necessary clarifications / corrections if it do not change the substance of the bid or determine the Bid nonresponsive to the Bidding Documents and reject it.

#### **IB.14 Financial Proposal (Part B) of the Bid:**

- 14.1 The Bidders shall fill in rates and prices for the Services. Services against which no rate or price is entered by a Bidder will not be paid for by NBP when provided and shall be deemed covered by rates and prices for other Services in the Price Schedule.
- 14.2 All duties, taxes and other levies payable by the Bidders under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of Bids shall be included in the rates / prices submitted by the Bidders. Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per relevant Clause(s) of Conditions of Contract.
- 14.3 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract if there is relevant clause(s) present in the Conditions of Contract.

#### **IB.15 Currencies of Bid**

- 15.1 The unit rates and the prices shall be quoted by the Bidders entirely in Pak Rupees (PKR) only.

#### **IB.16 Bid Validity**

- 16.1 Bids shall remain valid for a period of 180 days.
- 16.2 In exceptional circumstances, prior to expiry of the original Bid validity period, NBP may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original Bid validity period. The request and the



responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension.

#### **IB.17 Bid Security**

- 17.1 It is mandatory for Bidders to furnish Bid Security in the shape of Pay Order or Demand Draft in favor of National Bank of Pakistan and issued by a scheduled commercial bank operating in Pakistan, for a fixed amount of PKR 500,000/- only.
- 17.2 Bid Security submitted other than Pay Order or Demand Draft shall not be accepted, and bid shall be subjected to rejection.
- 17.3 NBP shall not be liable to pay interest/mark-up/cost of funds or any other cost associated to Bid Securities.
- 17.4 Bid securities of unsuccessful Bidders will be returned as promptly as possible, as but not later than 28 (twenty-eight) days after the expiration of the period of Bid Validity.
- 17.5 Bid Security of a Successful Bidder will be returned when the Bidder has furnished the required Performance Guarantee to the satisfaction of NBP and signed the Contract.
- 17.6 The Bid Security shall be forfeited:
  - a. If the Bidder withdraws its Bid as provided in Clause IB.22.
  - b. If the Bidder does not accept the correction of its Bid Price / Amount pursuant to Clause IB.27 of the Bidding Document, or
  - c. In the case a Successful Bidder fails within the specified time limit to (i) furnish the required Performance Guarantee and / or (ii) sign the Contract.

#### **IB.18 Format and Signing of Bid**

- 18.1 The bid shall be deemed as a legal document and shall form part of the final contract. Bidders are advised to attach 'Bid Form' (Section 8) duly signed from an authorized signatory attesting their competence and the veracity of information provided in their bids. Unsigned bids would be treated as incomplete and may therefore be rejected.
- 18.2 Bidders shall promptly notify NBP of any change in directorship, managerial orders of the company, address or contact numbers.
- 18.3 Any additional or diverse terms and conditions proposed by Bidders would be rejected unless expressly assented to in writing by NBP.
- 18.4 Bids should be filled out completely and without alterations. In the event of discrepancy between the Original and Copy of two documents, the original shall prevail.
- 18.5 The original and copy of the Bid shall be typed or written in permanent ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly

authorized to sign on behalf of the Bidders. All pages of the Bid must be initialed and stamped by the person or persons signing the Bid.

- 18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by NBP, or as are necessary to correct errors made by the Bidders, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 18.7 Bidders shall indicate in the space provided in the 'Bid Form' their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their Bids and the Contract is to be sent.
- 18.8 Bidders may retain a copy of the Bidding Documents as their file copy.

#### **IB.19 Deadline for Submission of Bids**

- 19.1 The bids, prepared in accordance with the instructions in the Bidding documents, must reach Divisional Head, Procurement Division-LCM, Group, National Bank of Pakistan 3rd Floor, NBP Head Office, Karachi, on or before 03.00 P.M. on 16<sup>th</sup> March 2023.
- 19.2 Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims will be entertained for refund of such expenses.
- 19.3 Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, it shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.
- 19.4 Upon request, acknowledgment of receipt of Bid will be provided to those making delivery in person or by messenger.
- 19.5 NBP may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with relevant clause of the Bidding Document, in which case all rights and obligations of NBP and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **IB.20 Late Bids**

- 20.1 Any Bid received by NBP after the deadline for submission of Bids will be returned unopened to such Bidders.
- 20.2 Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of its Bid will be accomplished either in person, by messenger or by mail as specified in the Bidding Documents.

**IB.21 Modification, Substitution and Withdrawal of Bids**

- 21.1 Any Bidder may modify, substitute or withdraw its Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by NBP prior to the deadline for submission of Bids.
- 21.2 Modification or substitution of Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.12 with the outer and inner envelopes additionally marked “MODIFICATION” or “SUBSTITUTION”.
- 21.3 No Bid may be modified by Bidder after the deadline for submission of Bids except in accordance with Clause IB.22 Sub-Clause 22.1.
- 21.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified in the Bidding Document shall result in forfeiture of the Bid Security.

**IB.22 NBP’s Right to reject all Bids**

- 22.1 NBP reserves the right to annul the procurement process and reject all Bids as per PP Rule 33, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all Bids shall upon request be communicated to any Bidder who submitted a Bid, without justification of grounds as per PP Rule 33. Rejection of all Bids shall be notified to all Bidders promptly.

**D. BID OPENING AND EXAMINATION****IB.23 Bid Opening**

- 23.1 NBP will open the Bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders’ representatives who choose to attend, at the time, date and location stipulated in the Bidding Documents. The Bidders’ representatives who are present shall sign their attendance.
- 23.2 Envelopes marked “MODIFICATION”, or “SUBSTITUTION” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall be returned to the bidder unopened.
- 23.3 Initially, only the envelopes marked as “TECHNICAL PROPOSAL” shall be opened. The Bidder’s name shall be announced by NBP at the opening of Bids. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the NBP without being opened. NBP shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements. During the technical evaluation no amendments in the technical

proposal shall be permitted. Financial proposals of only technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and the bid found to be the lowest evaluated bid shall be accepted.

- 23.4 NBP shall prepare minutes of the Bid opening, including the information disclosed to those present.
- 23.5 Evaluation Reports will be published on both NBP and PPRA websites.
- 23.6 NBP shall disqualify a bidder at any time if the information submitted by the bidder is found to be false and materially inaccurate or incomplete. NBP may also blacklist a bidder for ten years from participating in any procurement process / proceedings in case the bidder is found to be indulged in corrupt or fraudulent practices as per Rule 19 of Public Procurement Rules. This barring/ blacklisting shall be notified and communicated to Public Procurement Regulatory Authority (PPRA). However before barring an adequate opportunity of hearing shall be given.

#### **IB.24 Clarification of Bids**

- 24.1 To assist in the examination, evaluation, and comparison of Bids, NBP may, at its discretion, ask any Bidder for clarification of its Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by NBP in the evaluation of the Bids.

#### **IB.25 Examination of Bids and Determination of Responsiveness**

- 25.1 Prior to the detailed evaluation of Bids, NBP will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 25.2 A substantially responsive Bid is one which
- Meets the Technical Evaluation Criteria given in the Bidding Documents.
  - Each page of the Bid has been properly signed and stamped.
  - Is accompanied by the required Bid Security.
  - Conforms to all the terms, conditions and requirements of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Services; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, NBP's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 25.3 If a Bid is not substantially responsive, it will be rejected by NBP, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**IB.26 Correction of Errors**

- 26.1 Bids determined to be substantially responsive will be checked by NBP for any arithmetic errors. Errors will be corrected by NBP as follows:
- where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - where there is a discrepancy between the unit rate and the total amount resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of NBP there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 26.2 The amount stated in the 'Bid Form' will be adjusted by NBP in accordance with the above procedure for the correction of errors and with the concurrence of the Bidders, shall be considered as binding upon the Bidders. If the Bidders does not accept the corrected Bid Price / Amount, its Bid will be rejected, and the Bid Security shall be forfeited.

**E. EVALUATION OF BIDS****IB.27 Evaluation of Bids**

- 27.1 NBP shall conduct a comprehensive, fair, and impartial evaluation of the Bids received. The bid which fulfills the eligibility criteria and having lowest evaluated cost as per financial proposal shall be declared as most advantageous bid.
- 27.2 NBP, at any stage of the Bid evaluation, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not, provided that reasons for such clarification are recorded in the evaluation report.

**IB.28 Process to be Confidential**

- 28.1 Information relating to the examination, clarification, evaluation and comparison of Bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of technical evaluation report.
- 28.2 Any effort by a Bidder to influence NBP's processing of Bids or award decisions may result in the rejection of such Bidder's Bid.
- 28.3 Direct or indirect canvassing, impelling, or influencing any representative of NBP for any purpose related to the procurement process is strictly prohibited and shall lead to immediate disqualification of the Bid/bidder.

- 28.4 Any Bidders feeling aggrieved may lodge a written complaint not later than seven (07) days after the announcement of technical evaluation report and five (5) days after final evaluation report. (However objections related to technical evaluation will only be addressed 7 days after announcement of technical evaluation report. Issues related to technical evaluation will not be addressed after announcement of final evaluation report.) NBP shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of bidders within ten (10) days after receiving the complaint.

#### **IB.29 Post Qualification of the Bidders**

- 29.1 NBP shall determine to its satisfaction whether the Bidder that is selected as having submitted the Most Advantageous Bid is qualified to perform the Contract satisfactorily. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 29.2 An affirmative determination shall be a prerequisite for award of the Contract to the Bidders. A negative determination shall result in disqualification of the Bid, in which event NBP shall proceed to the next Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

#### **IB.30 Notification of Award**

- 30.1 Prior to expiration of the period of Bid validity, NBP will notify successful Bidders in writing that its Bid has been accepted.
- 30.2 Without changing the cost and scope of services, NBP may negotiate with successful Bidders (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.
- 30.3 The notification of award and its acceptance by the Bidders will constitute the formation of the Contract, binding NBP and successful Bidders till signing of the formal Contract.
- 30.4 Upon furnishing by the successful Bidders of a Performance Guarantee, NBP will promptly notify other Bidders that their Bids have been unsuccessful and return their Bid securities.

#### **IB.31 Signing of Contract**

- 31.1 Successful Bidders shall reply the Letter of Acceptance and provide Integrity Pact and Financial Beneficiary Declaration (As per requirements of PPRA) within 03 (three) working days of receiving Letter of Acceptance issued by NBP.
- 31.2 The successful Bidder shall furnish Performance Guarantee (acceptable to NBP under Conditions of Contract) within 15 (Fifteen) days of issuance of Letter of Acceptance, otherwise the contract may be awarded to the next most advantageous bidder.
- 31.3 NBP will send the successful Bidders the Contract in the form provided in the Bidding Documents, incorporating all agreements between the parties. The formal Contract

between NBP and the successful Bidder shall be executed within 30 (Thirty) days of the receipt of the signed Contract by the successful Bidders from NBP.

### **IB.32 General Performance of the Bidders**

32.1 NBP reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts. NBP may in case of consistent poor performance of any Bidders as reported by Service Users / Customers of the previously awarded contracts, inter alia, reject its Bid.

### **IB.33 Integrity Pact**

34.1 Successful Bidders shall sign and stamp the Integrity Pact provided in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million and submit according to clause IB.32.1. Failure to provide such Integrity Pact shall make such Bids non-responsive.

### **IB.34 Declaration of Beneficial Ownership**

34.1 In all public procurement contracts worth Rs. 50 Million and above the bidder shall make a mandatory provision of beneficial ownership information of the company in the said contracts as per prescribed Performa as per 13 (Financial Beneficial Declaration)

34.2 In case of failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the NBP:

- i. Blacklist the said bidder's company in accordance with rule 19 (1) (a) of Public Procurement Rules. 2004.
- ii. Reject the bid of the said company.

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### 3. Bill of Quantities (BOQs) & Qualification Criteria of Resources & Scope

Number of resources required will vary in accordance with the requirement of NBP Call Centre Management, a reasonably suitable margin period (as agreed in contract) will be given to selected vendor to increase the number of Call Centre's call agents along with support staff as and when deemed necessary by Call Centre Management. However, a tentative minimum and maximum number of call agents and other support staff will be:

#### 1. Call Agents

Sr. No.	Call Agents	Karachi	Islamabad
1.	Inbound Customer Service Representative	135 to 225	65 to 70
2.	Outbound Customer Service Representative	35 to 75	Nil
3.	Social Media Customer Service Agent	10 to 20	Nil
4.	Email & Chat Support Agent	02 to 05	Nil
5.	Customer On boarding Agent	03 to 05	Nil

#### Scope of Service of Call Agents:

##### Introduction:

As technology grows more and more sophisticated across industries, the customer experience bar continues to rise. Due to these technological enhancements, customers expect around the clock access to your organization, real-time responses and self-service channels to do their business when and how they want to.

Like others, the financial services industry has begun to undergo a digital transformation that has led customers to expect more and more from their bank. If your organization is not providing the services with care that your customers are looking for, they will go elsewhere in search of a competitor who offers a more integrated experience.

Now we need to move forward by changing the culture of providing not the only services to customers but with care through our channels and customer care agents.

There are following main types of customer care agents or representatives:

- a) Inbound Customer Service Call Agent
- b) Outbound Customer Service Call Agent
- c) Email & Chat Support Agent
- d) Social Media Customer Service Agent
- e) Customer Onboarding Agent

Call Centre Agent responsibilities will include:

- Managing large amounts of inbound and outbound calls in a timely manner, 24/7, during his/her shift timing.
- Following call centre “scripts” when handling different topics
- Identifying customers’ needs, clarify information, research every issue & providing solutions
- Seize opportunities to upsell products when they arise
- Build sustainable relationships and engage customers by taking the extra mile

Requirements and skills:

- Previous experience in a customer support role
- Track record of over-achieving quota
- Strong phone and verbal communication skills along with active listening
- Familiarity with CRM systems and practices
- Customer focus and adaptability to different personality types

#### **A) Inbound Customer Service Representative**

##### **Job Purpose:**

Handles incoming prospect or customer inquiries or concerns and uses bank’s resources and Call Centre policies and procedures to provide complete, accurate responses.

##### **Eligibility:**

- Minimum Bachelors
- Age up to 30 Years

##### **Experience:**

- Candidates with at least 1 year of call center experience
- Fresh (candidates can also apply)

##### **Job Responsibility:**

- To provide outstanding 24/7 customer service over the phone during his/her assigned shift.
- Catering to customers' banking requests, answer or escalate customers' queries & complaints related to product and services.
- Handle customer complaints to the satisfaction of the customer within the defined authority limits and escalate more complex complaints where appropriate.
- Provide high quality customer service by handling customer service requests as defined in the Call Center manual efficiently and accurately with relevant necessary documentation
- Maintaining a strong communication channel via constant coordination with nationwide branches and Head Office departments.
- Continuously learning to keep up-to-date with changes and developments to products, services, and procedures

**Skills & Knowledge:**

- Excellent communication and writing skills (good fluency in Urdu & English), regional languages will be a plus point
- Good interpersonal skills, Capable of working under pressure & in shifts, Up-sell and cross-sell skills,
- Proficiency with MS Office (Particularly MS Excel and MS Word)

**B) Outbound Customer Service Call Agent****Job Purpose:**

On a daily basis, outbound customer service representatives interact with customers for call back confirmation, telesales, BANCA verifications loan application verification or complaints closure, etc.

**Eligibility:**

- Minimum Bachelors.
- Age up to 30 Years

**Experience:**

- Candidates with at least 1 year of call center experience
- Fresh (candidates can also apply)

**Job Responsibility:**

- To call back all customers who availed option of call back.
- Participate in Outbound calling for new businesses when required.
- Handle light back office work related to leads, follow-up, customer complaints etc.

- To close customer complaints to the satisfaction of the customer and escalate feedback on complaints where appropriate.
- Continuously learning to keep up-to-date with changes and developments to products, services, and procedures

**Skills & Knowledge:**

- Excellent communication and writing skills (good fluency in Urdu & English), regional languages will be a plus point
- Good interpersonal skills.
- Capable of working under pressure & in shifts.
- Up-sell and cross-sell skills.
- Proficiency with MS Office (Particularly MS Excel and MS Word)

**C) Email & Chat Support Agents****Job Purpose:**

Email Support Specialist can help customers via email with their wit and customer-centric approach. They are expected to provide satisfactory solutions to a diverse range of customer queries through means of written communications and a positive attitude. This role requires you to be a keyboard whizz with intellect – the one who instantly comes up with solutions to deliver an outstanding customer experience. Provides assistance via Chat and/or Email to the customers with their questions, issues, Issuance of Debit cards & checkbooks, transaction enquires and resolutions, billing, and any other query. Escalate to relevant team & follow up.

**Eligibility:**

- Minimum Bachelors,
- Age up to 30 Years

**Experience:**

- Candidates with at least 1 year of similar job experience.
- Fresh (candidates can also apply)

**Job Responsibilities:**

- Handling customer queries on Web Chat, E-mails and Social Media. Maintain swift responses to customers through email
- Educate current and potential customers with product and service information.
- Maintain accurate customer records. Document each customer query as well as the resulting solution

- Identify and escalate priority issues to the Team Leader and Ops Team.
- Recognize and handle customer complaints
- Maintain a level of service through dealing with customers in a friendly, efficient, and an attentive manner
- Follow standard processes and procedures when it comes to providing resolutions
- Stay up to date with the latest updates on system information and process changes
- Able to deal with objections and handle customer pushbacks

**Skills & Qualification:**

- Bachelor degree,
- Must possess a minimum of 1-2 years of experience in the similar field

**D) Social Media Care – Customer Service Agent:****Job Purpose:**

The person will be responsible for providing answers to customer queries through social media platforms related to Bank's products and services.

**Eligibility:**

- Minimum Bachelors Age up to 30 Years

**Experience:**

- Candidates with at least 1 year of similar job experience
- Fresh (candidates can also apply)

**Job Responsibilities:**

- Understand and respond to customer inquiries through social media.
- Strong work ethic, with the ability to act independently, be self-motivated, and work within the context of a larger team-oriented environment
- Resolve customer inquiries quickly and effectively via social media based on the Scope of work
- Respond to customer emails, chats, and calls regarding implementation.
- Understand the Banking Products and Services
- Review user reports regarding client products and services
- Make decisions according to the defined Policies and Procedures related to products and services
- Identify improvement opportunities in work flow and suggest solutions

- Interface effectively with other internal teams

**Skills:**

- Must have work experience or background in responding to customer inquiries through social media, social networking services or chat support in a call Centre or Bank.
- Must have very good English communication skills (spoken and written) Regional language knowledge will be a plus point
- Must be open to shifting schedule (24/7/365).

**E) Customer Onboarding Agent****Job Purpose:**

As a Customer Onboarding Specialist, he/she will educate new customers, help solve technical problems, and ensure the smooth adoption of our products. Throughout our customer lifecycles, we prioritize delivering a fantastic customer experience, and onboarding is the first step of that process.

**Eligibility:**

- Minimum Bachelors
- Age up to 30 Years

**Experience:**

- At least 2 years of banking or similar onboarding and or digital customer acquisition experience.

**Job Responsibilities:**

- Own and manage customer relationships from the point of sale through successful implementation.
- Help the customer define their needs and manage their timeline toward seeing value.
- Work with sales, product, and support teams to ensure that each piece of the journey meets customer expectations.
- Respond to customer emails, chats, and calls regarding implementation.
- Complete video and phone calls to ensure that customers are supported during the onboarding process.
- Quickly pick up and disseminate any updates to the product, both to your customers and to your internal teams as needed.
- Create repeatable processes, resources, and frameworks to use when onboarding customers.
- Successfully transfer your customer relationships to a customer success manager after onboarding.

**Skills and Qualification:**

- Must have very good English communication skills (spoken and written) Regional language knowledge will be a plus point
- Technical knowledge of video encoding frameworks and transcription software.
- An understanding of market needs and current use cases of businesses using video.
- Strategically minded
- Highly self-motivated and driven Experience project managing in a professional context.
- Teaching or educational experience.

## 2. Support Staff quantity

Beside Call Centre’s call agents the applicant service provider will also provide following support staff in a number as per mutual agreement and normal market standards, if NBP ask the service provider.

Sr. No.	Staff	Quantity	Scope of service
1	Supervisors	6	Supervising and monitoring a certain assigned numbers of call agents during their particular shift
2.	Quality Assurance Officer	4	They will assist Lead QA in performing his duties and will monitor, evaluate agents call from vendor side and will give feedback to Call Centre Management
<b>Additional Resources Required (Not to be charged to NBP)</b>			
1.	Floor Manager	1	Overall management of applicant resources deployed at the floor of NBP Call Centre. <b>Will be on Bidder’s payroll</b>
2.	Work Force Officer	1	He will manage scheduling, attendance and daily dash board on behalf of applicant and will be on applicant pay roll. <b>Will be on Bidder’s payroll</b>
3.	Trainers-	01-Khi 01-Isb	To impart training and refreshers to both call agents and supervisors on any change, modification and launch of product by NBP. <b>Will be on Bidder’s payroll</b>

### Eligibility:

**All these support staff must have all eligibility criteria of a call agent with minimum 3 years of work experience as a call agent in a call centre of a bank or financial institution.**

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## 4. Conditions of Contract

### A. General Conditions

#### CC.1 Award of Contract

- 1.1 National Bank of Pakistan (Hereinafter called NBP or The Bank) will award the Contract to the Bidders whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Most Advantageous Bid (hereinafter called 'Service Provider'), provided that such Bidders has been determined to be eligible in accordance with relevant provisions of the Bidding Documents.
- 1.2 Contract will be awarded in accordance with the reserved right to accept the Most Advantageous Bid(s) and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability whatsoever, or any obligation to inform the affected bidder of the grounds for NBP's actions / decisions unless solicited. The contract shall be governed and interpreted in accordance with relevant laws and by the Courts in Pakistan.
- 1.3 After the Contract is awarded, NBP reserves the right to increase the duration of Services up to 15% as per Rule 42 (c) (iv) of Public Procurement Rules, without any change in the unit prices or other terms and conditions of the Contract and the Bidding Document.
- 1.4 After submission of Performance Guarantee and signing of the contract with NBP, the Service Provider shall deploy resources required as per NBP's requirement. The Service Provider shall provide NBP with documentary evidence for such deployment along with the invoice. No advance amount will be paid to Service Provider.
- 1.5 Any new, increase, decrease in regulatory payments (Taxes, Duties, Minimum Wages, EOBI, Social Security, Insurance, etc.) levied or promulgated by the Government during the currency of the contract may accordingly be adjusted by NBP vide payments made to Service Provider, however, at the sole discretion of NBP Management, provided that such payment/amount is justifiable and has direct bearing/impact on the services provided by Service Provider.

#### CC.2 Administrative Control

- 2.1 The Service Provider shall maintain supervisory & administrative control over its work force in order to control the activities of their provided staff/employees.
- 2.2 In case resources deployed by the Service Provider are found performing any activity other than the Services for which they are deployed by NBP, such performance of duty/act shall be considered as violation of this Agreement.

**CC.3 Relationship between Parties.**

- 3.1 The relationship between the Parties is one of independent entities and nothing contained in the Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of principal and agent between the Parties.
- 3.2 Service Provider's workforce/deployed resources deputed at the Bank in pursuance of the objects of this Agreement shall not hold themselves out to be personnel, staff, employee and/or agent of the Bank and/or any of Bank's subsidiaries or affiliates, nor shall they have any authority/right to bind in any manner.
- 3.3 Service Provider will have no authority to make statements, representations or commitments of any kind or take any other action binding NBP, except as specifically provided in the Agreement.
- 3.4 Service Provider shall restrict itself towards the scope of services as mentioned herein and will control and supervise its deployed resources. Service Provider or their resources are not authorized to perform any act beyond the scope of this Agreement and in case Service Provider or its employees are found involved in performance of any activities which are beyond the scope of the Agreement, the bank shall take no responsibility of any nature whatsoever.

**CC.4 Governing Law.**

- 4.1 This Agreement shall be governed by laws of the Islamic Republic of Pakistan, included but not limited to government directives, court judgments, regulatory bodies, and guidelines of the Bank management as well as the State Bank of Pakistan issued from time to time together with the Public Procurement Rules, 2004 in vogue.
- 4.2 Any dispute, arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under Arbitration Act 1940 of the Islamic Republic of Pakistan.
- 4.3 In case of failure to resolve the dispute the matter may be referred to the courts of competent jurisdiction of Karachi.

**CC.5 Rights & Responsibilities.**

- 5.1 The mutual rights and obligations of the Parties in respect of provision of services herein are as follows:
  - a. The Bank shall make payments to the Service Provider in accordance with the provisions of this Agreement and after deduction of all the applicable taxes required under the relevant laws at the time of payment.
  - b. The Service Provider shall provide the said services hereunder in an efficient, competent and organized manner and will ensure that its deployed resources deployed at the Bank for the pursuance of the objects of this Agreement, shall provide and maintain a high standard of performance and integrity. For avoidance of doubt, it is clarified that any and all such person deployed by the Service

Provider at the bank shall directly be employed by the Service Provider and at all times shall be considered to be the employees of the service provider

- c. The Service Provider shall at his cost and in its absolute discretion employ such person or persons as the Service Provider which deem fit to perform its contractual obligations under this Agreement.
- d. The Service Provider shall maintain monthly attendance record of all its employees in Karachi and Islamabad, engaged for provision of said Services under this agreement and present the same as and when required by the Bank or auditors.

#### **CC.6 Sanction Compliance Check**

- 6.1 In the light of Anti Money Laundering and Combating Terrorist Financing, Service provider shall share the detail of its owners, management and its work force before deployment at each premise for name screening/filtering process in compliance of security procedures of the Bank.

#### **CC.7 Performance Guarantee**

- 7.1 Service Provider shall be required to submit Performance Guarantee for which the Bid has been accepted, equivalent to Five Percent (05%) of the Gross Payments to be made over the contract period. Contract shall only be awarded upon submission of a Performance Guarantee to NBP (in the form and the amount stipulated in the Bidding Documents) within a period of 15 days after Agreement.
- 7.2 Performance Guarantee shall be in the form of a “Bank Guarantee” only from a reputable ‘A’ rated Commercial Bank operating in Pakistan.
- 7.3 Failure of the Successful Bidders to comply with the requirements of Sub-Clause 7.1 of Clause CC.7, IB.32, IB.34, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 7.4 In case of non-submission of Performance Guarantee within 20 (Twenty) days after the signing of the Agreement, the contract may be awarded to the next lowest bidder.
- 7.6 Discharge of the Performance Guarantee shall take place within ninety (90) days after the completion of the contract.
- 7.7 No interest/mark-up/cost of funds will be payable by NBP on Performance Guarantee.

#### **CC.8 Blacklisting**

- 8.1 Under Rule 19 of PPR-2004, “The Bank reserves the right to blacklist Service Provider if he fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise or is found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA.

8.2 Under Rule 19 of PPR-2004, following mechanism for debarment, from participating in procurement proceedings will be followed:

<b>Mechanism of Blacklisting</b>	a	NBP shall Blacklist and henceforth debar for participation in any public procurement or disposal proceedings for the period of ten years, if corrupt and fraudulent practice as defined in Public Procurement rules 2004 is established against the bidder or the bidders in pursuance of blacklisting proceedings; NBP shall issue show cause notice to a bidder or contractor to start the proceedings.
	b	NBP shall Blacklist and henceforth debar for participation in respective category of public procurement or disposal proceedings for a period of three years, if the bidder fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise. However, NBP shall initiate such blacklisting or debarment proceedings after exhausting the forum of arbitration. NBP shall issue show cause notice to a bidder or contractor to start the proceedings.
	c	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which NBP proposes to debar the bidder or contractor from participating in any public procurement of NBP; and (c) the statement, if needed, about the intention of NBP to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

	d	NBP shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	e	In case, the bidder or contractor fails to submit written reply within the requisite time, NBP may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and NBP shall decide the matter on the basis of available record and personal hearing, if availed.
	f	In case the bidder or contractor submits written reply of the show cause notice, NBP may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	g	NBP shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of NBP for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	h	NBP shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	i	Blacklist the Service Provider with NBP and also inform the Public Procurement Regulatory Authority for further action according to Rule 19 of Public Procurement Rules 2004.

## CC.9 Arbitration

- 9.1 The parties shall mutually resolve any dispute arising out of and in connection with the Contract within a period of 15 days. If mutual resolution of the dispute is not possible, the dispute may be referred by either party to arbitration under the Arbitration Act 1940.
- 9.2 The terms of the arbitration shall be as follows:
- The number of arbitrators shall be 03 i.e. 01 to be appointed by each party, and 01 to be appointed by the two arbitrators duly appointed by the parties.
  - The seat or legal place of arbitration shall be Karachi
  - The language used in the arbitral proceedings shall be English.

**CC.10 Signing of Contract**

10.1 The Contract shall be signed by Group Head, BN&SD & Head Call Centers, Operations Group, Head Office, and I.I Chundrigar Road, Karachi. On one side, and CEO/MD of Service Provider on the other.

**CC.11 Termination of Contract (with or without cause)**

11.1 NBP shall be entitled to immediately suspend or terminate the Contract if:

- a. Service Provider fails to meet the obligations given in contract, consistently fails to deliver satisfactory services, or there is a demonstrable deterioration in the ability of the service provider to perform the contracted service.
- b. Service Provider materially or consistently breaches the contract and does not rectify the breach within a reasonable time.
- c. Service Provider suffers (or is likely to suffer) an insolvency, liquidation, any such event or, undergoes a change in its management, ownership or control.
- d. Service provider goes into receivership or judicial management whether in country or elsewhere.
- e. Service Provider or its employees are found to be involved in any illegal, criminal, or unlawful activity or corrupt and fraudulent practices as specified in Public Procurement Rules 2004.
- f. There has been a breach of security or confidentiality, or breach of any relevant legal requirement and/or regulatory directive.
- g. Where regulatory instructions require termination of Contract.
- h. In compliance with Clause of Para 29 of SBP guidelines (discontinuation of services on the direction of SBP)

**CC.12 Exit Formalities**

- 12.1 Upon the expiry of contract or termination of this Agreement for whatsoever cause, deployed resource of the Service Provider shall leave the premises and remove all or any material equipment etc., which belongs to the Service Provider but with the prior written approval of the Bank.
- 12.2 Any Bank official is not authorized to issue service certificate or receive or entertain request for any resignation from the deployed resource of the Service Provider.
- 12.3 The Service Provider is sole responsible for exit formalities of their outgoing deployed resource as per their terms of employment with the Service Provider.

**CC.13 Notices**

- 13.1 Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing.
- 13.2 Either party shall notify the other to the other party hereto regarding change in its name, addressee or address for the purposes of the above sub-clause, provided that such notification shall only be effective on:

- a. the date specified in the notifications i.e. the effective date for the change;
- b. if no date is specified or the date specified is less than 5 working days after the date on which the notice is given, the date falling five working days after notice of any such change has been given.

**CC.14 Compliance with Anti-Bribery Laws**

14.1 Parties shall at all times comply with all applicable laws of Pakistan including but not limited to anti-bribery and anti-corruption laws and shall not, in the conduct of its business, engage in corrupt practices, and shall neither offer, pay, request or accept a bribes nor indulge in anti-competitive behavior, corruption, money laundering and other prohibited business practices.

**CC.15 Non-Assignment**

15.1 During the tenure of this agreement, the Service Provider shall not sub-contract or outsource all or any part of the Services to any other person, entity, firm, company, organization etc. and shall exclusively perform the said Services itself.

**CC.16 Severability**

16.1 If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

**CC.17 Amendments and Modifications**

17.1 All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by a duly authorized representative of the Parties.

**CC.18 Counterparts**

18.1 This Agreement may be executed in two (02) counterparts and a copy to be held by each Party. This has the same effect as if the signatures or the counterparts were on a single copy of this Agreement.

**CC.19 Third Party Rights**

19.1 The Service Provider shall not assign the benefit or burden of this Agreement to any other person, firm, Company or entity which include sub-contract any of its duties, responsibilities or obligations hereunder.

### CC.20 Liquidated Damages

20.1 If the Service Provider fails to perform the Services within the period(s) specified in the Contract, the 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 the contract price of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the performance security (or guarantee). Once the said maximum is reached, NBP may consider termination of the Contract.

## B. Specific Conditions

### CC.20 Payment Terms & Conditions

20.1 The Bidders are required to provide the cost of required services on a per-resource basis in their financial proposal.

Requirements	Per Resource per month Cost excluding tax	Per Resource per month cost including tax
Call Agents		
Social Media Handling Agent		
Support Staff		

20.2 The contract period will be for three (03) years however, NBP has the right to terminate the contract at any point after completion of first year with 30 days' notice.

20.3 Price quoted should be fixed and valid for period of 180 (One Hundred and Eighty) days after the opening of bid.

20.4 Bid amount must be inclusive of all applicable taxes.

### CC.21 Payment Plan

21.1 All payments will be processed after submission of Performance Security by the bidder, after signing of contract.

21.2 Payment to be released on monthly basis, at the end of each month, on the submission of original invoice along with the details (including attendance, tasks completed and Person-hours) of work performed for the invoiced period.

21.3 In case of shortage in person-hours and/or attendance monthly invoice to be prorated accordingly.



- 21.4 Payments will be made on basis of number of resources deployed during the billing month.
- 21.5 NBP will pay the invoice within 15 days after receiving of the above-mentioned documents.

## CC.22 Indemnity

- 22.1 Service Provider undertakes that it shall be responsible for and shall always keep NBP, its employees or representatives indemnified from the following, both within and beyond the period of the contract with NBP:
- Any loss, financial or otherwise, arising out of negligence or breach of contract with NBP.
  - Any case filed against NBP, its employees or agents, in any court of law, either filed by a Resource / employee of the Service Provider or any other person/entity. Service Provider also undertakes to be liable to bear the cost of such litigation on behalf of NBP, its employees or agents.
  - Any accident, injury or death caused to its Resource / employee, irrespective of the reasons for such accident, injury, or death. Service Provider also undertakes to be liable to bear the cost arising out of such accident, injury, or death.
  - The Service Provider shall be liable for any loss/theft/fire occasioned at NBP premises in which its workforce/deployed resources is involved and the same is proved against them. It is agreed herein that any allegation in respect of theft/fire incidence or losses, a proper inquiry will be conducted by the Parties for determination of truth and final decision will made thereon.
  - The Service Provider hereby agrees to indemnify and hold NBP and its officers indemnified against any and all losses (direct and/or indirect), claims, damages, liabilities, costs, expenses, charges and any other amounts payable, claimed and adjudged to be payable as a consequence of any actions, demands, proceedings, enquiries, judgments, decisions or reports or any other whatsoever ("Liabilities") suffered or incurred by, or brought or threatened to be brought or entered or enforced by or against NBP by reason of, in connection with, or arising, directly or indirectly, out of this Agreement or the provision of services by the Service Provider pursuant to this Agreement or any other service directly or indirectly related thereto.
  - Service Provider hereby unconditionally agrees to indemnify and hold the Bank and its officers harmless and indemnified from and against any and all liabilities suffered or incurred by, or brought or threatened to be brought or entered or enforced against NBP which may arise out of matters and transactions contemplated by or consequent upon Service Provider engagement under the terms of this Agreement. The Liabilities to which this paragraph applies shall include costs of investigating, defending, preparing a defence and disputing any Liability and costs incurred in establishing any claim against any other person or in mitigating any loss and shall be addition to any rights which the Bank may have under law. This indemnity shall not be affected in any way by any enquiry or

- investigation which the Bank may have conducted into any matter and shall subsist and continue to bind Service Provider for a period of three (3) years after the completion of Services hereunder.
- g. Service Provider shall indemnify the Bank and keep its representatives including employees, directors, etc. harmless in so far and to the extent that it is entitled to an insurance indemnifying in the circumstances, against any and all actual losses, claims expenses or liabilities due to injury or death to persons which may result from or be incurred while engaged in the services contemplated under the Agreement.
  - h. Service Provider undertakes to compensate the Bank of actual losses of any amount in respect of each occurrence, involving mistake, blunder and fault of call agent/s which lead to any financial loss to customers as well as NBP.
  - i. Resources of Service Provider if found involved in immoral activities or financial corruption will be handed over to the concerned Law Enforcing Agency by Service Provider.

### **CC.23 Confidentiality, Privacy and Security of Information**

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 The foregoing provisions do not apply to data or information which:
  - a. at the time of disclosure has come into the public domain other than as a result of a breach of this Agreement; or
  - b. is lawfully in the possession of the disclosing Party and was not acquired directly or indirectly from the other Party hereto; or
  - c. Is required to be disclosed by applicable laws or regulation or the rules of any stock exchange.

**CC.24 Independent Contractor**

24.1 Service Provider and its employees/staff shall at all times function and be regarded as independent and not as an agent/employees/subsidiary of NBP and neither its employees nor its Resources shall have the right to represent or bind NBP to any third person including any Government department or agency or any other authority in any manner, whatsoever. The resources deployed by Service Provider shall not claim for any kind of service, regular service or otherwise, with NBP.

**CC.25 Taxes and Duties**

- 25.1 Service Provider shall be liable / responsible for all its liabilities on account of any regulatory or non-regulatory payments including but not limited to Taxes, Duties, Charges, Minimum Wages, Gratuity, Miscellaneous Charges, Training or any other expense/cost borne by the company.
- 25.2 Record of all such paid Taxes / Charges etc. shall be provided by Service Provider to the concerned NBP representatives if and when required.

**CC.26 Access to Records**

26.1 Service Provider during the currency of Contract, shall provide timely access to any or all information, records, data applications, databases/MIS, to NBP or any Government or Regulatory authority

**CC. 27 Force Majeure**

27.1 In the event of any war or any Act of God, over which Service Provider has no control, the services shall forthwith be suspended until such circumstances shall have ceased subject to Service Provider forthwith notifying NBP to that effect in writing upon such suspension, and NBP shall not be liable to make any payment in respect of the period of such suspension; any sum already paid thereunder in respect of such period shall on the option of NBP be credited to the period following the resumption of the said services or refunded forthwith by Service Provider to NBP, as to be decided by NBP, provided that at any time during the period of such situation NBP shall also have the right to terminate this Agreement forthwith.

**CC. 28 Liquidated damages**

28.1 As per CC Clause 20, a sum equivalent to the 0.1% per day of the contract price of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the performance security (or guarantee). Once the said maximum is reached, NBP may consider termination of the Contract pursuant to CC Clause 11.

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## 5 Delivery Schedule

Description	Delivery from the date of contract award
Submission of CVs of proposed resources	Latest by 5 working days after signing of contract.
Selection of candidates by NBP as per requirements mentioned in Section No: 3	Maximum within 15 days after signing of contract.
Deployment of resources for Project Management services	Within 15 days after confirmation by NBP for selected resources / as / when required during contract period
Replacement of resources due to resignation/exit/unsatisfactory performance as determined by NBP	Resource should be replaced on immediate bases by the bidder.

## 6 Technical Evaluation Criteria

The bids with all complete documents will be evaluated as under:

1. All bidders are required to submit filled, correct and complete Section No: 7-Technical Requirement Document (all sheets separately) along with their bids. If the bidder fails to do so, its bid will be considered as rejected. All bidders are also requested to affix their company's stamp/signature on each page of the submitted Section No: 7-Technical Requirement Document.
2. All bidders are required to submit their proposal for the "Procurement Service Providers for Call Centers" to NBP as any alternate or additional Solution will not be considered for evaluation and such bid will be deemed as rejected.
3. For evaluation of solution requirements mentioned in Section No: 7-Technical Requirement, NBP will request bidders to demonstrate their capabilities of delivering services to NBP (if required) during evaluation stage, at no extra cost to NBP. The place, date & time of demonstration sessions will be communicated to bidders separately by NBP.
4. For evaluation of requirements mentioned in Section No:7, bidder is required to provide undertaking on company's letterhead signed by authorized representative of the company mentioning all the requirements and also stating that all requirement in the Bidding Document are acceptable to the company and will be provided to NBP accordingly. NBP will first check that such undertaking has been provided or not in the submitted bid. If undertaking is not found then NBP will ask clarification from the bidder and ask to submit the required undertaking, however if bidder failed to provide the correct and complete undertaking then its bid will be considered as rejected.
5. NBP may ask any other additional documentary evidence or explanation against any item for clarification that must be provided by the Bidder during the period of evaluation. Bidders should respond to such requests within the time frame indicated in the correspondence (letter/fax/ e-mail). If the bidder fails to provide the required information within given timeframe, its bid will be considered as rejected.
6. Technical Requirements mentioned in Section No:7 – Technical Requirement Document with "**Mandatory Requirements**" is evaluated as follows:
  - i. For evaluation purpose, a desired response of only 'Y', 'Yes', 'N', 'No' is required in the availability column for all technical requirements (mentioned in Section No:7 – Technical Requirement Document).

- ii. All technical requirements must be answered either as “Y”, ‘Yes’, ‘N’, ‘No’. If bidder response ‘N’ against any of such “**Mandatory**” Priority requirement, its bid will be considered as technically disqualified and will be rejected.
  - iii. For all requirements against which Bidder is not providing any response (i.e. an empty availability cell or an availability cell with a response other than “Y/‘Yes’ or ‘N/‘No’), NBP will first check that against such requirements proper reference documents have been provided or not in the submitted bid. If reference document is found then NBP ask clarification from the bidder about its response, however if reference document will also not found or provided then response of bidder shall be considered as ‘No’ and its bid will be considered as rejected if the requirement item is Mandatory requirement.
  - iv. For all “**Mandatory**” priority technical requirements against which Bidder is responding “Y”, all bidders are required to provide **Documentation with proper reference (Section No/ Page No) in the proposal against all requirements. It is mandatory to provide proper reference of document.** It is NBP’s discretion to raise clarification queries against requirements where reference is provided and further clarification is required. In case no reference is available and documents are not available in the submitted proposal, NBP may not raise any clarification query and response will be considered as **No**, which may lead to disqualification.
  - v. All bidders are required to submit the proposals with proper page numbering with master table of contents of all attached documents in the proposal.
  - vi. The bidders are required to include the price of all technical requirements where the response is ‘Y’ in its financial proposal as the price mentioned in financial proposal will be considered as final and cannot be increased in any case after the submission of bid.
7. Financial proposals will be opened for only technically qualified bidders. Technically unqualified bidders will be considered as disqualified and their financial proposals will be returned un-opened.
  8. The Bidders must include price of all requirements with its Financial Proposal as the price mentioned in Financial Proposal will be considered as final and cannot be changed in any circumstances after the submission of bid.
  9. The prices will be evaluated on the basis of all items mentioned in Section No:7 – Technical Requirement and Section No: 3 - BOQ of the bidding documents which will be considered as total bid value / bid amount / contract price.
  10. As per requirement NBP may conduct a post-qualification evaluation exercise for the bidder which is selected as having submitted the most advantageous bid (Which in this case will be the lowest evaluated bid). A negative evaluation will result in rejection of the bidder’s bid, in which event NBP shall proceed to the next lowest evaluated bidder to make a similar evaluation.

## 7 Technical Requirements

Procurement of Service Providers for Outsourced Services at NBP Call Centers

Technical and Bidder Qualification Requirements

Tender ID:

Note: All participating bidders are advised to thoroughly review Section No: 6 - Evaluation Criteria before providing their responses against below mentioned requirements.

Response with 'N'/ 'No' or incomplete response will lead to disqualification and rejection of bid.

All bidders are required to provide Documentation Proof with proper reference (Section No. / Page No.) in the proposal against any given requirements.

It is mandatory to provide proper reference of document. NBP will only raise queries against requirements where reference is provided and further clarification is required. In case no reference is available and documents are not available in the submitted proposal, NBP will not raise any clarification or query and response will be considered as NIL, which may lead to disqualification.

All bidders are required to submit the proposals with proper page numbering.

### MANDATORY EVALUATION REQUIREMENTS

No.	Requirements	Availability Response (Y/N)	Bidder Response with proposal Reference / Substantiation
1.00	The Bidder should be a registered entity in Pakistan in the form of Public Ltd. /Private Ltd. (support proof),and must be registered with SECP		



1.01	<p>The Bidder should also be a registered Tax Payer, enrolled with concerned Tax authorities and enlisted on the Active Tax Payer list of FBR.</p> <p>(Documentation proof required must be provided in the proposal with proper reference (page no.) in the proposal)</p>		
1.02	<p>Bidder should provide an undertaking stating that "the bidder is not blacklisted by any Government entity in Pakistan for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices and also not involved in any kind of lawsuits in this regard either current or pending."</p> <p>(Undertaking must be provided with proper reference (page no.) in the proposal) legal paper value -----</p>		
1.03	<p>Should be in business for a tenure of at least five (05) years. Relevant proof of existence (either Certificate of Incorporation, Memorandum of Association, Certificate of Commencement of Business, Extract from the Register of Firms maintained by the Registrar, etc. confirming the incorporation of the commercial entity or other relevant documents where applicable depending on the type of entity as mentioned above) should be provided.</p>		
1.04	<p>Bidder should provide documented evidence (i.e. copy of agreement, work order etc.) for at least two (02) contracts/agreements of similar natures assignment in Pakistan during last three (03) years.</p> <p>(Documentation Proof required must be provided in the proposal with proper reference (page No) in the proposal)</p>		

1.05	Bidder should provide documented evidence (i.e. copy of agreement, work order, etc.) for at least One (01) contract(s)/agreement(s) of similar nature assignment(s) in any financial institution in Pakistan during the last three (03) years with a minimum deployment of 250 resources. (Documentation Proof required must be provided in the proposal with proper reference (page no.) in the proposal)		
1.06	Bidder should provide audited Financial Statement (Balance Sheet / Income Statement) showing minimum Rs. 250 Million aggregated Gross Revenue of company at least in the last Three (03) consecutive years.(Documentation proof must be provided with proper reference (page no.) in the proposal)		
1.07	The Bidder should have office/presence in Karachi and Islamabad. <u>(Documentation proof and Undertaking must be provided with proper reference (page no.) in the proposal)</u>		
<b>2.00</b>	<b>Technical Requirements (Scope of Work)</b>	<b>Provide Undertaking on letter head confirming all requirements mentioned in this section</b>	
2.01	Bidders shall provide call center services by deploying a number of resources as defined in BOQ for Human Resource Services at NBP Call Centers.		
2.02	Bidder should provide the required services 24/7/365		
2.03	Bidder must provide single point of contact to serve as account manager for all matters during the contract period.		

2.04	Bidder should be able to deploy resources on Fifteen (15) days' notice and as or when required by NBP.		
2.05	Bidder will be responsible to provide replacement of resource within 15 days if deployed resource resigns/exits/not found satisfactory.		
2.06	The bidder should provide a minimum number of resource as specified in bid data sheet or will be asked by NBP call center management from time to time.		
2.07	Bidder will be responsible to provide detailed management reports on weekly and 'as required' basis to NBP call center management regarding performance of the contract.		
2.08	Successful Bidder should provide an undertaking to sign NBP's Information Security Policy in order to adhere all the security controls, directives and rules mentioned therein.		
2.09	Bidder to ensure that deputed resources should serve minimum 30 days after notice of leave for handing over of assigned tasks to any incoming/substitute resource.		
2.10	Bidder must ensure that minimum resources required as per BOQ must be deployed as per the delivery scheduled after award of contract. Number of resources will increase/decrease as per discretion of NBP up to the maximum number as defined in BOQ.		
2.11	Bidder will be required to provide list/profiles of resources within 5 working days after signing of contract.		

2.12	NBP will evaluate the resources from the pool of available resources matching the required skills (mentioned in Section 3 & 4) shared by the bidder.		
2.13	Bidder to ensure that “their” resources who are deployed at NBP are insured (life, accidental, health). Documentation proof must be provided for each individual deputed resource.		
2.14	The Service Provider shall maintain supervisory & administrative control over its resources in order to control the activities or their conduct.  In case resources deployed by the Service Provider are found performing any activity other than the Call Centers Services, such performance of duty/act shall be considered as violation of this awarded contract.		
2.15	The relationship between the Parties is one of independent entities and nothing contained in the awarded contract shall be construed as constituting or establishing any partnership or joint venture or relationship of principal and agent between the Parties.		
2.16	Service Provider’s workforce/deployed resources, personnel, staff, employees and/or agents deputed at the Bank in pursuance of the objects of this Bid / Awarded Contract shall not hold themselves out to be personnel, staff, employee and/or agent of the National Bank and/or any of Bank’s subsidiaries or affiliates.		

2.17	The Parties will have no authority to make statements, representations or commitments of any kind or take any other action binding the other Parties, except as specifically provided in this Bid / Awarded Contract. Further bidders resources will never claim to be NBP Employees.		
2.18	<b>The mutual rights and obligations of the Parties in respect of provision of services herein are as follows:</b>		
	a) The Bank shall make payments to the Service Provider in accordance with the provisions of this Awarded contract and after recovery of all the applicable taxes at source required under the relevant laws at the time of payment.		
	b. The Service Provider shall provide the said services hereunder in an efficient, competent and organized manner and will ensure that its deployed resources/employees deployed at the call center for the pursuance of the objects of this Awarded Contract, shall provide and maintain a high standard of performance and integrity. For avoidance of doubt, it is clarified that any and all such person deployed by the Service Provider at the NBP Call Center shall directly be employed by the Service Provider and at all times shall be considered to be the employees of the service provider.		
	c. The Service Provider shall at his cost and in its absolute discretion can employ such person or persons as the Service Provider which deem fit to perform its contractual obligations under Awarded Contract.		

	d. The Service Provider shall maintain the record of all its employees engaged for provision of Call Center Services under Awarded Contract and present the same as &when required by the Bank or its auditors.		
	e) In the light of Anti Money Laundering and Combating Terrorist Financing, Service provider shall share the detail of its owners, management and its work force before deployment at NBP Call Center for name screening/filtering process in compliance of security procedures of the Bank.		
2.19	Bidder will be required to sign Non-Disclosure Agreement ( NDA) with NBP for confidentiality regarding information shared during the contract period.		
2.20	Bidder will be responsible to submit signed NDA by individual resources deputed during the contract period.		
2.21	Bidder to acknowledge that NBP may apply penalty in case of breach of NDA either by the bidder or the resources deputed. Penalty terms will be mutually agreed at the time of the contract.		
2.22	Bidder resources will be provided access to NBP core banking system in line with the SBP's regulations and requirement pertaining to Outsourcing Arrangements by Financial Institutions.		

2.23	Bidder to provide acknowledgment that NBP will have the right to terminate the agreement in the event of default, or under circumstances where: service provider becomes insolvent or goes into liquidation; service provider goes into receivership or judicial management whether in country or elsewhere; there has been a breach of security or confidentiality; breach of any relevant legal requirement and/or regulatory directive and /or there is a demonstrable deterioration in the ability to perform the contracted service.		
2.24	Bidder must provide an undertaking that Fiduciary Coverage for any kind of frauds or error resulting in financial loss to the bank or customer due to bidder's deployed resources and that financial amount will be arranged by bidder with no claim on NBP.		

2.25. <b>Most Advantageous Bid</b>	The Bid with the lowest evaluated price from amongst those which are technically eligible after technical evaluation, compliant and substantially responsive shall be the Most Advantageous Bid.
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# Bid Form

Date. \_\_\_\_\_

Bid Reference No. \_\_\_\_\_

**SVP / Divisional Head  
Procurement Division  
Logistics Communication & Marketing Group  
National Bank of Pakistan  
3rd Floor, NBP Head Office, Karachi.**

Dear Sir,

**Procurement of Human Resource Services for NBP Call Center.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda thereto (if any).
2. Our Bid shall be valid for a period of 180 days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. If our Bid is accepted, we commit to provide a Performance Guarantee in favor of NBP within 15 days of receipt of letter of acceptance, in the amount equivalent to Five Percent (05%) of the Gross Payments to be made over the contract period.
4. Our firm, its affiliates or subsidiaries, including any subcontractors for any part of the Contract, has not been declared ineligible by NBP.
5. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
6. We understand that you are bound to accept Most Advantageous Bid as per evaluation criteria.
7. We agree to permit NBP or its representative to inspect our accounts, records and other documents relating to Bid submission and to have them audited by auditors as appointed by NBP.

**On behalf of Bidder:**

Signed: \_\_\_\_\_  
Name:  
Designation:  
Name of the Company:  
Date:

**Witness:**

Signed: \_\_\_\_\_  
Name:  
Designation:  
Name of the Company:  
Date:





## 8 Financial Bid Form

### 1. Call Agents

Sr. No.	Call Agents	Rate per resource per month inclusive of all taxes and duties
1.	Inbound Customer Service Representative	
2.	Outbound Customer Service Representative	
3.	Social Media Customer Service Agent,	
4.	Email & Chat Support Agent	
5.	Customer on boarding Agent	

Total Cost of Agents: Rs: \_\_\_\_\_

During the tenure of this agreement, the Service Provider shall not sub-contract or outsource all or any part of the Services to any other person, entity, firm, company, organization etc. and shall exclusively perform the said Services itself.

### 2. Support Staff

Sr. No.	Staff	Rate per resource per month
1.	Supervisor	
2.	Quality Assurance Officer	

Total Cost of Support Staff: Rs: \_\_\_\_\_

Grand Bid Cost = Total Cost of 1+ Total Cost of 2 = Rs: -----

## 9 Integrity Pact

### (TO BE SIGNED BETWEEN NBP AND SUCCESSFUL BIDDER)

Contract Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

Contract Value: PKR \_\_\_\_\_

Dated \_\_\_\_\_

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

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

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

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

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

For NBP: \_\_\_\_\_

For Service Provider: \_\_\_\_\_

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

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

[Seal]

[Seal]

## 10 Form of Performance Guarantee

Guarantee number: *[Please mention]*  
Guarantee Amount: *[Please mention]*  
Date of Issuance: *[Please mention]*  
Date of Expiry: *[Please mention]*  
Beneficiary: National Bank of Pakistan ('NBP').

Name of Guarantor ("Bank") with address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal ("Contractor") with address: M/s. *[Please mention]*

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Letter of Acceptance (LOA) dated *[Please mention]* and the Bidding Documents and the above said Letter of Acceptance (hereinafter collectively called the "Documents") and at the request of the said Principal, we the Guarantor above named, are held and firmly bound unto the National Bank of Pakistan ("NBP") having its office at NBP, Building, I.I. Chundrigar Road, Karachi (hereinafter called the "Beneficiary") in the penal sum of the amount stated above for the payment of which sum(s) well and truly to be made to the said Beneficiary, We bind ourselves, our executors, administrators and successors-in-interest, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has accepted the Beneficiary's above said Letter of Acceptance for Outsourced Support Services and pursuant to such acceptance has also executed an agreement with the Beneficiary on *[Please mention]* (Hereinafter referred to as "Contract").

NOW THEREFORE, if the Principal ("Contractor") shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents and the Contract during the original terms of the said Documents and Contract and any renewals and extensions thereof that may be granted by the Beneficiary, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force.

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

We, *[Please mention]* (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Beneficiary without delay upon the Beneficiary's first written demand without cavil or arguments and without requiring the Beneficiary to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Beneficiary's written declaration that the Principal has refused or failed to perform the obligations under the Contract.

**PROVIDED ALSO THAT**, the Beneficiary shall be the sole and final judge for deciding whether the Principal ("Contractor") has duly performed its obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Beneficiary forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal/stamp of the Guarantor being hereto affixed and these presents duly signed by its undersigned authorized representative(s), pursuant to authority vested in them by their Competent Authority.

\_\_\_\_\_  
Guarantor (Bank)

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Designations(s) \_\_\_\_\_

Stamp/Seal \_\_\_\_\_

# 11 Form of Contract

THIS CONTRACT made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between National Bank of Pakistan (hereinafter called 'NBP') of the one part, and M/s \_\_\_\_\_ (hereinafter called 'Service Provider'), of the other part:

WHEREAS NBP invited Bids for Procurement of Human Resources Services for NBP Call Centers and has accepted a Bid by the Service Provider for the provision of those Services in the sum of PKR \_\_\_\_\_ i.e. Pak. Rupees \_\_\_\_\_ (hereinafter called 'the Contract Price').

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
  - a. NBP's Notification to the Service Provider for Letter of Acceptance. & subsequent Award of Contract.
  - b. Bid Form including Financial Proposal contained therein, submitted by the Service Provider.
  - c. Conditions of Contract as appended in the Bidding Documents.
  - d. Appendices / Annexures to Bid.
3. In consideration of the payments to be made by NBP to the Service Provider as indicated in this Contract, the Service Provider hereby covenants with NBP to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. NBP hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, 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 the parties hereto have caused this Contract to be executed in accordance with the laws of Islamic Republic of Pakistan on the day, month and year indicated above.

On behalf of the Service Provider

On behalf of NBP

\_\_\_\_\_  
Name:  
Designation:  
(Name of Company)

\_\_\_\_\_  
Name:  
Designation:  
National Bank of Pakistan

Witness:

Witness:

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

**Financial Beneficial Declaration**

## Declaration of Beneficial Owners

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts over Fifty Million Pak Rupees as per PPRA S.R.O. 592(I) 2022

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 managements in the chain of ownership or control, following additional particular to be provided:

Sr. No	Particulars	
1.	Name	
2.	Legal Form (Company/Limited Liability Partnership/ Association of Persons/Single Member Company/Partnership Firm/Trust/ Any Other Individual/Body/Corporate (to be specified).	
3.	Date of Incorporation/Registration	
4.	Name of Registering Authority	
5.	Business Address	
6.	Country	
7.	Email Address	
8.	Percentage of Shareholding, Control or Interest of BO in the Legal Person or Legal Arrangement.	
9.	Percentage of Shareholding, Control or Interest of the Legal Person or Legal Arrangement in the Company.	
10.	Identify of Natural Person who ultimately owns or Controls the Legal Person or Arrangement.	

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

Sr. No	Particulars	
1.	Name and Surname (In block letters)	
2.	CNIC Number (In case of foreigner, Passport Number)	
3.	Father's/Husband's name in full	
4.	Current Nationality	
5.	Any Other Nationality (ies)	
6.	Occupation	
7.	Residential Address in full or the Registered/Principal Office Address for the Subscribers other than the Natural Person.	
8.	Number of shares taken by Cash Subscriber (in figures and words)	
9.	Total Number of shares taken in Figures and Words.	



## 12 Contact

Queries related to Bidding Document should be addressed to the following, to be received well before the deadline mentioned in the 'Bidding Document' for submission:

**Divisional Head,  
Procurement Division-LCMG  
National Bank of Pakistan  
Head Office, I.I Chundrigar Road, Karachi.**

THIS SPACE IS INTENTIONALLY LEFT BLANK