

BIDDING DOCUMENTS

FOR PROCUREMENT OF COMMUNICATIONS & PUBLIC RELATIONS SERVICES



National Bank of Pakistan
نیشنل بینک آف پاکستان

Contents

1. Introduction.....	3
2. Invitation to e-Bid	3
3. Scope of Services	4
4. Instructions to the Bidders.....	5
5. Conditions of Contract	12
6. Bid Form	20
7. Integrity Pact	26
8. Provision of details of Beneficial Owners	27
9. Form of Securities	29
10. Form of Contract.....	30
11. Contact	31

1. Introduction

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

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

2. Invitation to e-Bid

National Bank of Pakistan, invites electronic bids from reputable Communications & Public Relations Service Providers, registered with Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue for aforesaid procurement.

2. e-bidding documents as per regulations, containing detail terms and conditions, bid security and other requirements etc. are available free of cost for the registered bidders on PPRA's E-Pak Acquisition and Disposal System (EPADS) at <https://eprocure.gov.pk>

3. The electronic bids, prepared in accordance to the instructions contained in the bidding documents along with bid security instrument and required documents; must be submitted by using EPADS on or before 10 December 2024, at 02:30 PM. Original Bid Security instrument MUST be submitted to the under signed before closing hours of the bids submission time. Manual / Physical bids, shall not be accepted. Electronic Bids will be opened on the same day at 03:00 PM through EPADS at the office of undersigned. In case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad, contact number 051-111-137-237.

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

This advertisement is also available on NBP and PPRA websites.

<http://www.nbp.com.pk>

<http://www.ppra.org.pk>

(Divisional Head)

Procurement Division,
Logistics, Communications & Marketing Group,
National Bank of Pakistan
3rd Floor, Head Office Building, Karachi
021-99220331, 021-38902647

3. Scope of Services

NBP aims to improve and expand its positive market reputation and brand image, intends on procuring “Communications & Public Relations Services” from well reputed, competent, qualified, and experienced firm operating in the relevant field. NBP’s target audience (for the services) shall include its current and prospective customers, business partners, employees, strategic stakeholders such as the government, regulators, etc., and public at large.

The Successful Bidder should be able to provide following services (as and when required by NBP) through inherent capability, capacity, and experience. The matter contained in this part is general in nature and should not be considered all-inclusive or exhaustive.

1. Developing PR Strategy:

- a. The strategy should aim to rapidly build brand awareness, enhance media coverage and enable strong stakeholder engagement, including key partnerships.
- b. The strategy should give due consideration to key facets of Conventional, Digital and Islamic Banking (essential to the core USPs of the bank), with specific focus on the rising threat of digital financial crime.

2. Engagement and Relationship building:

- a. Reputation management by building a positive view of NBP with relevant Stakeholders.
- b. Identifying and leveraging opportunities for building and mitigating issues that can result in a negative reputation with stakeholders in Print, Electronic & Digital Space.
- c. Facilitate and identify opportunities for senior management to appear on leadership platforms, seminars/webinars, networking sessions and participation at relevant award ceremony events as participants and speakers.
- d. Ensuring effectiveness of the NBP’s narrative to ensure that all Public Relation Activities undertaken are amplified in Electronic, Print Media & Digital space.
- e. Handle queries from various Press Bodies, Media Houses, Digital Platforms and ensure NBP’s positive outreach.

3. Social & Digital Media:

- a. Build and enhance NBP’s reputation and brand image on Social & Digital Media.
- b. Manage Bank’s Social Media Accounts and community management for NBP Pages.
- c. Develop a Social Media Calendar to promote NBP’s posts.
- d. Execute paid Digital Media Promotions across Social and Digital Platforms.
- e. Provide Social Media analytic reports on monthly basis.
- f. Develop and maintain Platform Security Protocols as per best market practices.

4. Media Management–Conventional/Digital:

- a. Arranging interviews of NBP’s management in leading newspapers.
- b. Placement of articles & comments from NBP management’s by-lines in leading media houses.
- c. Engaging influencers and celebrities to talk about NBP on their Social Media channels.

5. Creative Content Creation:

- a. Develop and curate compelling content that captures media attention and promotes the Brand.
- b. Develop concepts/ideas to increase awareness of NBP across all mediums.
- c. Prepare talking points for NBP’s management for events, conferences and seminars.

- d. Drafting and release of Press Releases, Articles, Blogs, etc. in Electronic, Press & Digital Space.
- e. Develop content and design of Internal Magazine (Newline) in coordination with internal stakeholders.

6. Media Monitoring and Crisis Management:

- a. Monitor NBP related news on Print, Digital and Conventional media in English, Urdu and relevant regional languages.
- b. Provide regular reports on Public Relation initiatives.
- c. Develop and implement SOPs for Crisis communications to ensure that NBP's image is protected including but not limited to damage control, press releases, media statements, press conferences and limiting negative publications.
- d. Develop standardized protocols in coordination with NBP to proactively identify and monitor issues/crisis along with an escalation matrix to assist the Bank to make informed decisions.
- e. Develop clarifications in case of crisis or as and when required by NBP.
- f. Offer services as requested by NBP on weekends, public holidays, special occasions, and emergencies.

7. Media Engagement:

- a. Arrange events to create cordial business relations with the media fraternity, keep them informed of the developments and initiatives being taken and encourage organic content creation by beat specific reporters and journalists.
- b. Compile and keep up-to-date a national directory of media professionals who are pertinent to NBP and the sector it operates in. Additionally, keep an eye out for media placements of PR-related messaging in pertinent industry news and stories.

Further, to ensure provision of effective Communications & Public Relations to NBP, the Successful Bidder shall at least make one dedicated Account Manager, and preferably five (05) shared resources i.e., Media Manager, Content Writer, Creative Manager, Digital Media Expert and Graphic Designer, available to NBP as part of its "Communications & Public Relations Team" structure. The Bidder shall have adequate understanding of the Financial Sector.

The engagement of the Successful Bidder by NBP shall be for a period of three (03) years from the date of appointment/signing of contract. Any document or material, including but not limited to notes, presentations, mock-up, drafts, reports, etc. prepared by the Successful Bidder as a result of this Bidding Documents shall be deemed to be the property of NBP. Successful Bidder shall start providing Communications & Public Relations Services to NBP within Fifteen (15) days of Signing the Agreement (hereinafter interchangeable with 'Contract').

4. Instructions to the Bidders

A. Source of Funds

NBP has available funds towards the cost of Communications & Public Relation Services and it is intended that funds will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

B. Eligible Bidders

This Invitation for Bid is only limited / restricted to Bidders that qualify towards providing “Communications & Public Relations Services” to NBP and still meet the qualification criteria at the time of signing the Contract. NBP shall sign the contract with the Successful Bidder based on Most Advantageous Bids received / evaluated.

C. Cost of Bidding

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 PPRA-2004.

D. Contents of Bidding Documents

The Bidding Documents, in addition to Invitation for Bid, should be read in conjunction with any Addenda issued. 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.

E. Clarification of Bidding Documents

Prospective Bidders requiring any clarification(s) in respect of the Bidding Documents may notify through EPADS on or before November 29, 2024. NBP will respond to any request for clarification which it receives earlier than 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 through EPADS.

Should a bidder object on any ground (including any ambiguity, discrepancy, omission or error to any provision or legal requirements set forth in the Bidding Documents, the bidder must utilize grievance option available through EPADS, however within ten (10) calendar days after Invitation of Bid. 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 the Bidding Documents would construe to bidder’s consent on the contents of the Bidding Documents including terms and conditions appended therein, thus rendering any subsequent objection as null & void.

F. Amendment of Bidding Documents

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). Any addendum thus issued shall be part of the Bidding Documents and shall be communicated through EPADS. 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 relevant clause of Bidding Documents.

G. Pre-Bid Meeting

Pre-bid meeting shall be held on December 3, 2024 at 03:00 PM at the following venue to clarify issues and to answer any questions on matters related to the Bidding Documents. All prospective Bidders or their authorized representatives can attend the pre-bid meeting.

Committee Room, 2nd Floor, National Bank of Pakistan,
Head Office, I. I. Chundrigar Road, Karachi.

Bidders are required to upload their queries (if any) on EPADS through their official e-mail address at least 03 (Three) days prior to the Pre-Bid Meeting held on date as mentioned above; verbal, handwritten or requests in physical form will not be acceptable. Bidder's queries must carry Name, Designation, Company Name, Contact Number, Official Email address. All queries will be answered/replied through EPADS within 05 (Five) working days of the Pre-Bid Meeting.

H. Preparation & Submission of Bids

The Bidders shall submit Bid through EPADS as per 'Bid Form' as given at Section 06 of this Bidding Documents and attach Annexures as per 'Mandatory Criteria' given in the 'Bid Form' and attach Written Power of Attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder.

I. Submission of Bid

Bids should be submitted under Rule 36(a) (Single Stage Single Envelope Procedure) of PPRA Rules through EPADS. The Bidders shall submit Bid(s) as per 'Bid Form' (appended at Section 06 of the Bidding Documents) 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. The Bidder must provide responses with complete clarity and free from any ambiguity. In case any part of Bid is left blank, unclear, ambiguous, vague, duplicate, and/or contains overwriting/cutting, the Bid shall stand rejected.

No bidder shall be allowed alteration or modification or resubmission once Bids have been opened through EPADS. NBP may seek and accept clarifications to the Bid that do not change the substance of the Bid. Any clarification shall be in writing. 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 response to such clarification(s) in writing. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Services. Bid shall stand rejected in case the bidder fails to provide any of the required information related to the Bid. In case NBP determines that the Bidder has failed to meet one or more of the Eligibility Criteria, NBP may request the bidder for necessary clarifications / corrections or determine the Bid nonresponsive to the Bidding and reject it.

The bidder must provide 'Total Bid Amount' for the entire Scope of Services as appended at Section 3 of this Bidding Documents. 'Total Bid Amount' shall be inclusive of all its liabilities on account of any regulatory or non-regulatory payments including but not limited to Taxes, Duties, Charges, or any other expense/cost borne by the Bidder. The Bidders shall fill in rates and prices for all the Services as per format of the Financial Proposal. 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.

All duties, taxes and other levies payable by the Successful Bidder under the Contract, or for any other clause, as on the date 28 days prior to the deadline for submission of Bids shall be included in the rates / prices and the Total Bid Amount 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.

Bidders shall submit their bids ONLY through EPADS latest by December 10, 2024 (not later than 02:30 PM). Manual/Physical submission of Bids will not be allowed.

J. Currencies of Bid

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

K. Bid Validity

Bids shall remain valid for a period of one hundred and eighty (180) days starting from Bid Submission deadline date. 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.

L. Bid Security

It is mandatory for Bidders to furnish Bid Security in the shape of Pay Order / Demand Draft in favor of National Bank of Pakistan and issued by a scheduled commercial bank operating in Pakistan equivalent to PKR 750,000/- only. Bid Security submitted other than Pay Order / Demand Draft shall not be accepted, and bid shall be subjected to rejection. NBP shall not be liable to pay interest/mark-up/cost of funds or any other cost associated to Bid Securities. Bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 (twenty-eight) days after the expiration of the period of Bid Validity. 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. The Bid Security may be forfeited if the Bidder withdraws its Bid, or if the Bidder does not accept the correction of its Bid Price / Amount pursuant to relevant clause of the Bidding Documents, or in the case a Successful Bidder fails within the specified time limit to furnish the required Performance Guarantee and / or sign the Contract.

M. Format and Signing of Bid

The bid shall be deemed as a legal document and shall form part of the final contract. Bidders are advised to attach 'Bid Form' (as appended at Section 06 of the Bidding Documents) duly signed from an authorized signatory attesting their competence and the veracity of information provided in their responses. Unsigned responses would be treated as incomplete and may therefore be rejected. Bidders shall promptly notify NBP of any change in directorship, managerial orders of the company, address or contact numbers. Any additional or diverse terms and conditions proposed by Bidders would be rejected unless expressly assented to in writing by NBP.

Bids should be filled out completely and without alterations. All pages of the Bid must be initialed and stamped by the person or persons signing the Bid.

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. 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.

N. Deadline for Submission of Bids

The bids, prepared in accordance with the instructions in the Bidding documents, must be uploaded on EPADS on or before December 10, 2024 (not later than 02:30 PM). Manual/Physical submission of Bids will not be allowed.

O. Late Bids

Bids uploaded lately on EPADS will be rejected and will not be considered. NBP shall not be held responsible for either non-receipt or late receipt of Bids.

P. Modification, Substitution and Withdrawal of Bids

Any bidder may revise/modify or withdraw Bid on own initiative at any time before the Submission Deadline. Revised/modified Bid must be uploaded on EPADS on or before the Submission Deadline. No Bid shall be revised/modified or withdrawn by a bidder after the date and time for submission of Bid.

Q. NBP's Right to Reject all Bids

NBP may reject all Bids at any time prior to its acceptance of Bids as per PPRA Rule 33. NBP shall communicate grounds for rejection of all Bids to the bidder upon request, however NBP shall not justify those grounds as per PPRA Rule 33. NBP reserves the right to annul the procurement process and reject all Bids, 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. Rejection of all Bids shall be notified to all Bidders promptly.

R. Bid Opening

Bids shall be opened on December 10, 2024, 03:00 PM by a committee designated by NBP through EPADS.

NBP shall prepare minutes of the Bid opening, bidders who opt to attend the bid opening will sign the attendance. Evaluation Reports will be published on both NBP and PPRA websites. 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 permanently or temporarily bar a bidder from participating in any procurement process / proceedings in case the bidder is found to be indulged in corrupt, fraudulent, or unethical practices as per PPRA rules.

S. Clarification of Bids

To assist in the examination, evaluation, and comparison of Bids, NBP may, at its discretion, ask any Bidder for clarification of its Bid. 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.

T. Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of Bids, NBP will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents. A substantially responsive Bid is one which meets the Eligibility Criteria as appended in 'Bid Form' as appended at Section 06 of the Bidding Documents, each page of the Bid has been properly signed and stamped, is accompanied by the required Bid Security, and 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. 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.

U. Correction of Errors

Bids determined to be substantially responsive will be checked by NBP for any arithmetic errors. Errors will be corrected by NBP where there is a discrepancy between the amounts in figures and in words, the amount in words will govern as per PPRA rules and where there is a discrepancy between the unit rate and the line-item total 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.

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.

V. Evaluation of Bids

NBP shall conduct a comprehensive, fair, and impartial evaluation of the Bids received. The bid which fulfills the eligibility criteria and is most advantageous for NBP shall be declared as most advantageous bid. 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.

Bids will be evaluated on the following basis.

- a. 75% of the bid strength/weight will be measured in Technical Evaluation (Section B and C of the Bid Form), which essentially rates the bidders on quality criteria, presentation and / or documents submitted in support of their bid.
- b. 25% of the bid strength/weight will be measured in Financial Evaluation (Section D of the Bid Form).

Technical Evaluation will be given weightage as per the following formula:

$$\frac{\text{Bidders Technical Score}}{\text{Total Technical Score}} \times \text{Weight}$$

NBP will review each bid to determine compliance with requirement as stated above. If NBP determines that a bid may have failed to meet one or more of the requirements, the Procurement Committee will review the bid and document its determination of whether the bid meets requirements for further evaluation; NBP will request clarifications / corrections; or NBP will determine the bid nonresponsive to the Bidding Document and reject it. Only those bidders who qualify the Technical Evaluation, will be eligible for financial evaluation.

Financial Evaluation will be given weightage as per the following formula:

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

Combined Evaluation (Technical Evaluation + Financial Evaluation) will be calculated as:

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

The Bidder with the highest score on Combined Evaluation would be awarded Contract for the stipulated period. In case of a tie between Bidders on Combined Evaluation scores, the Bidder with higher technical score would be preferred.

W. Process to be Confidential

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 evaluation report as per PPRA rules.

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. 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.

X. Notification of Award

Prior to expiration of the period of Bid validity, NBP will notify successful Bidders in writing that its Bid has been accepted. 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. 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.

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.

Y. Signing of Contract

Successful Bidders shall provide acknowledgement within 05 (five) working days of receiving Letter of Award issued by NBP. NBP will send the successful Bidder 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 14 (fourteen) days of the receipt of the signed Contract by the successful Bidder and NBP. The successful Bidder shall furnish Performance Guarantee (acceptable to NBP under Conditions of Contract) within 14 (fourteen) days of the Award of Contract, otherwise the contract may be awarded to the next lowest bidder.

Z. General Performance of the Bidders

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.

AA. Integrity Pact

Successful Bidders shall sign and stamp the Integrity Pact provided at Section 7 of the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make such Bids non-responsive.

BB. Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their Bids, which may not necessarily constitute part of the Bid or the Contract.

CC. Grievance Redressal

Any Bidder feeling aggrieved may lodge a written complaint elaborating the facts through EPADS and will be addressed by NBP in accordance to Rule 48 of PPRA.

5. Conditions of Contract

For the purpose of this Section “Parties” shall mean NBP and the Service Provider collectively, and the term “Agreement” / “Contract” shall mean the Agreement to be executed by and between NBP and the Service Provider as per the Form given at Section 10 of the Bidding Document.

General Conditions:

A. Award of Contract

NBP will award the Contract to the Bidder 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. Contract will be awarded in accordance with the reserved right to accept or reject any bid 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. The contract shall be governed and interpreted in accordance with relevant laws and by the Courts in Pakistan.

After signing of the contract and submission of Performance Guarantee to NBP, the Service Provider shall deploy resources required as per NBP’s requirement within thirty (30) days of signing the contract. The Service Provider shall raise quarterly invoice to NBP against services provided. No advance amount will be paid to Service Provider. Any new, increase, decrease in regulatory payments, including but not limited to Taxes, Duties, 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.

B. Administrative Control

The Service Provider shall maintain supervisory & administrative control over its work force in order to control the activities of their provided staff/employees. 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. Service Provider's workforce/deployed resources, personnel, staff, employees and/or agents deputed at NBP in pursuance of the objects of this Agreement shall not hold themselves out to be personnel, staff, employee and/or agent of NBP and/or any of NBP's subsidiaries or affiliates, nor shall they have any authority/right to bind the same in any manner. 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. Unless otherwise authorized by NBP in writing, the Service Provider shall have no authority to make statements, representations or commitments of any kind or take any other action binding on or on behalf of NBP.

Service Provider shall restrict itself towards the scope of services (Section 3) 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, NBP shall take no responsibility of any nature whatsoever.

C. Governing Law

The Agreement shall be construed and governed according to the laws of the Islamic Republic of Pakistan, included but not limited to government directives, court judgments, regulatory bodies, guidelines of NBP management as well as the State Bank of Pakistan issued from time to time together with PPRA Rules in vogue. In relation to any legal action or proceedings arising out of or in connection with this Agreement, each of the Parties irrevocably submits to civil jurisdiction of the competent courts of law. Any dispute arising out of and in connection with the Contract shall be resolved amicably within a reasonable time. In case of failure to resolve the dispute, the matter may be referred to the courts of competent jurisdiction of Karachi.

D. Rights & Responsibilities

The mutual rights and obligations of the Parties in respect of provision of services herein are as follows:

1. NBP shall make payments to the Service Provider on a quarterly basis in accordance with the provisions of this Agreement and after deduction of all the applicable taxes (by whatever nomenclature called) required under the relevant laws at the time of payment.
2. 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 NBP 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 all such person deployed by the Service Provider at NBP shall directly be employed by the Service Provider and shall be considered to be the employees of the service provider

3. 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.
4. The Service Provider shall maintain each premises-wise monthly attendance record of all its employees engaged for provision of said Services under this agreement and present the same as and when required by NBP or auditors.

E. Sanction Compliance Check

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 for name screening/filtering process in compliance of security procedures of NBP.

F. Performance Guarantee

Service Provider shall be required to submit Performance Guarantee for which the Bid has been accepted, equivalent to Two Percent (02%) of the Total Bid Amount.

Formula for calculating Performance Guarantee is as follows:

(Total Bid Amount) x (% of Performance Guarantee)

For example: PKR 70,000,000 x 02% (Performance Guarantee %) = PKR 1,400,000

Performance Guarantee shall be in the form of a “Bank Guarantee” only from a reputable ‘A’ rated Commercial Bank operating in Pakistan. Failure of the Successful Bidders to comply with the requirements of relevant clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. Performance Guarantee shall only be in Pakistan Rupees (PKR).

Discharge of the Performance Guarantee shall take place within ninety (90) days after the completion of the contract. No interest/mark-up/cost of funds will be payable by NBP on Performance Guarantee.

G. Blacklisting

At any time during the Contract, should Service Provider fail to meet its obligations given in the bidding documents / Contract, NBP shall have the right to terminate the contract, blacklist Service Provider, bar Service Provider from future participation in any Tender or procurement process, and announce the same publicly under Rule 19 of PPRA.

NBP shall check the Service Provider’s work / performance and notify the Service Provider of any fraud/defects/loss/damage that are found. NBP shall serve a written notice to the Service Provider to improve the quality of Services and remove the defects within a specified time period. In case of non-adherence of instructions and if the total number of Notices served by NBP during any quarter of the year of the Contract exceeds three (03), Notices, then NBP may terminate the agreement and may also debar the Service Provider from participation in the similar future Contracts for a particular time period as per Rule 19 of PPRA.

H. Arbitration

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. 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 the laws of the Islamic Republic of Pakistan.

The terms of the arbitration shall be as follows:

1. The number of arbitrators shall be 03 i.e., 01 to be appointed by each party, and 01 (Umpire) to be appointed by the two arbitrators duly appointed by the parties.
2. The seat or legal place of arbitration shall be Karachi.
3. The language used in the arbitral proceedings shall be English.
4. Each Party shall bear its own costs of referral to Arbitration.

I. Signing of Contract

The Contract shall be signed by Divisional Head, Strategic Marketing Division, Logistics, Communications & Marketing Group of NBP on one side, and authorized signatory preferably CEO/MD of the Service Provider on the other.

J. Termination of Contract

Divisional Head, Strategic Marketing Division, Logistics, Communications & Marketing Group of NBP with the approval of the competent authority at NBP shall be entitled to immediately suspend or terminate the Contract if:

1. 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.
2. Service Provider materially or consistently breaches the contract and does not rectify the breach within a reasonable time.
3. Service Provider suffers (or is likely to suffer) an insolvency, liquidation, any such event or, undergoes a change in its management, ownership, or control.
4. Service provider goes into receivership or judicial management whether in country or elsewhere.
5. Service Provider or its employees are found to be involved in any illegal, criminal, or unlawful activity.
6. There has been a breach of security or confidentiality, or breach of any relevant legal requirement and/or regulatory directive.
7. Where regulatory instructions require termination of Contract.
8. Either of the parties (NBP or the Successful Bidder), may terminate the contract/agreement at any time, without assigning any reason, by serving one (01) months' notice to the other party.

K. Exit Formalities

Upon the expiry of contract or termination of this Agreement for whatsoever cause, deployed resources/employees 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 NBP. Any NBP official is not authorized to issue service certificate or receive or entertain request for any resignation from the representatives/workforce/staff of the Service Provider.

The Service Provider is sole responsible for exit formalities of their outgoing deployed resource as per their terms of employment with the Service Provider.

L. Notices

Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing. Either party shall notify to the other

party hereto regarding change in its name, addressee or address for the purpose of the above clause, provided that such notification shall only be effective on the date specified in the notifications i.e. the effective date for the change; if no date is specified or the date specified is less than five (05) working days after the date on which the notice is given, the date falling five (05) working days after notice of any such change has been given.

M. Compliance with Anti-Bribery Laws

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 bribe nor indulge in anti-competitive behavior, corruption, money laundering and other prohibited business practices.

N. Non-Assignment

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.

O. Severability

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.

P. Amendments and Modification

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.

Q. Counterparts

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.

R. Third Party Rights

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.

S. General Warranties and Obligations

Service Provider shall:

1. provide requisite approvals, powers and authority to enter into a Contract with NBP, and also to perform and provide services to NBP as enshrined in the Bidding Documents / Contract, and shall be responsible for providing total and complete services as appended in the Scope of Services in the Bidding Documents.
2. be held entirely responsible for the character and conduct of Resources deployed at or with NBP. Service Provider shall provide services with reasonable care and skill as per satisfaction of NBP, its management and representatives of the concerned offices.

3. deploy competent, qualified Resources to carry out the services as required by NBP. Service Provider shall provide services using all reasonable skill, care and diligence in accordance with good industry practices and shall ensure its Resources have the skills and expertise required to perform / conduct their duties and provide service as per standards and timings required under the contract.
4. replace immediately and without any delay such Resources that are found to be unfit / unsuitable for the job / services, as and when requested by NBP. Service Provider shall promptly notify NBP of any change in directorship or other managerial orders of the company or address and contact numbers of the firm.
5. never act in a way which is prejudicial to NBP's interests or business.

T. Penalties

Any breach by Service Provider of its warranties and obligations shall constitute a material breach of the Contract. In addition to NBP's rights, NBP shall be entitled to require Service Provider to remedy the breach at its costs, pay for it to be remedied; or repay all amounts incurred or already paid for the defective services.

Service Provider undertakes to compensate the NBP in case of involvement of its Resources/representative in any damage to NBP's asset and/or misuse of information, at the rate of PKR 01 Million per incident or amount of actual loss, whichever is more. Any unauthorized infiltration of assets at the rate of PKR 10 Million per incident or the actual loss amount whichever is less.

U. Indemnity

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:

1. Any loss, financial or otherwise, arising out of negligence or breach of contract with NBP.
2. 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.
3. 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.
 - a. 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.
 - b. Service Provider hereby unconditionally agrees to indemnify and hold NBP 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.

This indemnity shall subsist and continue to bind Service Provider for a period of three (03) years after the completion of Services hereunder.

4. Service Provider shall indemnify NBP 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. Service Provider shall not assume any responsibility of any nature for any injury or death occasioned or caused by or resulting from the conduct (omissions and / or commissions) of the employees of NBP.
5. Above mentioned indemnity(ies) shall survive expiry and/or termination of the Agreement.

V. Confidentiality, Privacy and Security of Information

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. 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; this clause shall survive the validity of Agreement.

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. 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.

W. Independent Contractor

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.

X. Access to Records

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 such as PBA, SBP, etc. Service Provider must ensure that NBP or its representatives / external auditors / SBP officials are allowed visits and access to relevant records. In the event officials of SBP is prevented, for whatever reason, from accessing the service provider or its records relating to outsourced function, SBP can direct NBP to discontinue the arrangements entered with the Service Provider.

Y. Force Majeure

In the event of any war or 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.

Special Conditions:**A. Payment Methodology**

1. Service Provider shall raise invoices to NBP on a quarterly basis for services provided to NBP.
2. Advance payment shall not be made to Service Provider for services provided unless agreed by NBP.
3. Any new or increase / decrease in regulatory payments, including but not limited to Taxes, Duties, 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, provided that such payment/amount is justifiable and has direct bearing/impact on the services provided and/or the Service Provider.
4. NBP shall make payments to Service Provider on quarterly basis in accordance with the provisions of the Contract and after deduction of all applicable taxes (by whatever nomenclature called) required under relevant laws at time of such payments.
5. Payment of quarterly invoice amount shall be subject to verification by NBP and within thirty (30) days of submission of the said invoice to NBP.

6. Bid Form

(PAGE NO. 01/06 OF BID FORM)

Date. _____

Bid Reference No. _____

To:

**Divisional Head - Procurement Division,
Logistics, Communications & Marketing Group,
National Bank of Pakistan,
Head Office, Karachi**

Dear Sir,

PROCUREMENT OF COMMUNICATIONS & PUBLIC RELATIONS SERVICES

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda thereto (if any).
2. We offer to supply the subject services in conformity with the Bidding Documents.
3. The total price of our Bid is PKR _____ (Pak Rupees _____).
4. Our Bid shall be valid for a period of _____ days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. If our Bid is accepted, we commit to provide a Performance Guarantee in favor of NBP within 14 days of Award of Contract, in the amount of (05) Five percent of the Contract Price for the due performance of the Contract.
6. Our firm, its affiliates, or subsidiaries, including any subcontractors for any part of the Contract, has not been declared ineligible by NBP.
7. 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.
8. We understand that you are bound to accept Most Advantageous Bid as per evaluation criteria.
9. 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 appointed by NBP.

On behalf of Bidder:

Witness:

Signed: _____

Name:

Designation:

Name of the Company:

Date:

Signed: _____

Name:

Designation:

Name of the Company:

Date:

Section A: Mandatory Criteria

Bidders must provide responses against all questions in either 'YES' or 'NO' only (Column-C), as such, any response in negative ('NO') shall lead to disqualification of the Bidder. In case Bidder's response is un-responded, left blank, unclear, ambiguous, vague, and/or is in duplicate, the same shall be considered as 'NO'. All documents/documentary evidence (as required) must be attached with the Bid.

(A)	(B)	(C)
Sr.	Question	Bidder's Response
01	The Bidder is incorporated/registered with Registrar of Firms or Security Exchange Commission of Pakistan (SECP) and has been operating as a Communications & Public Relations Firm/Agency for the last two (02) years? Please attach attested copies of relevant documentary evidence(s).	
02	The Bidder is registered with the Federal Board of Revenue or Provincial Revenue Board(s)? Please attach attested copy of NTN Certificates.	
03	The Bidder has proven capabilities, expertise, and experience of developing and executing a range of Communications and Public Relations strategies, actionable plans, and materials for image-building of Corporates (hereinafter referred to companies with minimum annual revenue / turnover of PKR 02 Bn).	
04	The Bidder has proven capabilities, expertise, and experience of constantly conducting Situational Analysis for Corporates, on Communications & Public Relations, and using relevant Models / Tools to determine effectiveness of developing and executing related strategies.	
05	The Bidder has proven capabilities and experience in providing services to Corporates for building and bolstering Corporate Reputation / Brand Image, including but not limited to improving relationships with Employees, Investors, Media, Government, Local Communities, through effective Communications & Public Relations strategies such as Reputation Management, Crises Management, Media Outreach, Social Media Management, Event Management, CSR Management, Market Research, etc.	
06	The Bidder has at least three (03) Corporate (including FI/MNCs/PSEs/others) as its active clients? Please attach Reference Letters and list of active clients with complete contact information.	
07	The Bidder has an average revenue / turnover of at least PKR 20 Million during the last three (03) years? Please attach copy of Audited Financial Statements or attested Bank Certificate(s) or Income Tax Returns for the relevant period.	
08	The Bidder has a functional / operational Office in Karachi, Pakistan.	
09	The Bidder has never been involved in any criminal / unlawful activities nor has been blacklisted by any entity / organization, and undertakes that in case any information / document submitted as per Bidding Documents is found to be false and/or forged, the Bidder shall be disqualified from the procurement process at any stage as well as stand blacklisted by NBP? Please attach the confirmation on Stamp Paper Affidavit of PKR 100/-	

10	The Bidder has submitted a brief history of the Firm/Agency, names and curriculum vitae of its principals and top executives, and organizational chart, a list of ongoing contracts/projects with their current status and projected completion/termination dates, its organizational chart.	
11	The Bidder has provided (as part of Bid Form / Bid) at least two (02) comparable engagements (similar in Scope of Services to those mentioned in Bidding Documents) which the Bidder has completed within the past three years, each not exceeding 05 A4 pages, thus demonstrating Bidder's proven capabilities, expertise and experience in providing services to Corporates for building and bolstering Corporate Reputation / Brand Image, including but not limited to improving relationships with Employees, Investors, Media, Government, Local Communities, through effective Communications & Public Relations strategies such as Reputation Management, Crises Management, Media Outreach, Social Media Management, Corporate Event Management, amplification of CSR activities, etc. Each engagement should also identify the client, description of work, duration of engagement, contact person & phone number for reference, and results/deliverables of the engagement.	

Section B: Technical Evaluation (Objective) Criteria

Bidders must provide responses in 'Yes' against one option for each question only or leave 'Blank' if any or all options against any question is/are not applicable (Column-C). Column-E must be left blank for sole use of NBP. Score of "0" (zero) shall be awarded against a response to any question if the same is un-responded, left blank, unclear, ambiguous, vague, and/or is in duplicate. All documents and/or documentary evidence (as required) must be attached with the Bid, otherwise a score of '0' (zero) shall be allotted against relevant questions. Bidders must obtain a score of Fifteen (15) out of Twenty-Five (25) to qualify in this Section, otherwise Bids shall stand rejected.

(A)	(B)	(C)	(D)	(E)
Sr.	Question	Bidder's Response	Allocated Score	Score Obtained by Bidder
01	Number of years that the Bidder is established in Pakistan as a Communications & Public Relations Firm/Agency? Please attach relevant documentary evidence.		(Max: 05)	
	a. 03 years or more		5	
	b. 02 years or more but less than 03 years		4	
	c. 01 years or more but less than 02 years		3	
02	The Bidder has following number of companies as its current active clients (only MNCs, PSEs, Corporates). Please attach Reference Letters and list of clients with complete contact information, duly signed and stamped by Firm's/Agency's CEO/MD.		(Max: 05)	
	a. 10 companies or more		5	
	b. 05 companies or more but less than 10 companies		4	
	c. 01 company or more but less than 05 companies		3	

03	The Bidder has one of the following average annual revenue / turnover over the past three (03) years. Bidders involved in other businesses such as advertising or publications under the same name and with same staff must clearly specify what percentage of revenue / turnover relates to purely Communications & Public Relations work of the Bidder. Please attach copies of Audited Financial Statements or attested Bank Certificate or attested Income Tax Returns for relevant period.		(Max: 05)	
	a. PKR 50 Mn or more		5	
	b. PKR 25 Mn or more but less than PKR 50 Mn		4	
	c. PKR 10 Mn or more but less than PKR 25 Mn		3	
04	The Bidder has following number of offices including Head Office/Corporate Office, Regional Office, Local Offices in Pakistan. Please provide names of representatives, postal addresses, official landline & cellphone numbers, duly signed and stamped by Firm's/Agency's CEO/MD on company's letterhead.		(Max: 05)	
	a. Three (03) Offices or more		5	
	b. More than one (01) & less than three (03) offices		4	
	c. At least one office		3	
05	The Bidder has won National / International Awards or Recognitions over the past 05 years. Please attach details of such Awards / Recognitions.		(Max: 05)	
	a. More than five (05) Awards		5	
	b. More than two (02) to five (05) Awards / Recognitions		4	
	c. Two (02) or less than two (02) Awards / Recognitions		3	
Score of Section B			25	

Section C: Technical Evaluation (Subjective) Criteria

Bidders must provide all documents required under this Section for NBP to evaluate their understanding, capabilities, expertise, and experience for providing the services to NBP (as mentioned in Scope of Services appended in the Bidding Documents). Documents submitted under this Section shall be evaluated and scored by a panel of NBP executives (nominated at NBP's sole discretion), whereby such evaluation shall stand final without acceptance of any objection from Bidders; NBP may invite qualified Bidders for their presentations to the panel and/or the management of NBP.

Bidders must provide response ('Yes' / 'No') against the question in Column-C. Column-E must be left blank for sole use of NBP. All documents must be attached with the Bid otherwise a score of '0' (zero) shall be allotted as Score Obtained against the question. Score of "0" (zero) shall be awarded against response to the question if it is in negative (No), un-responded, left blank, unclear, ambiguous, vague, and/or is in duplicate. Bidder must obtain a score of Thirty (30) out of Fifty (50) to qualify in this Section, otherwise Bid shall stand rejected.

(PAGE NO. 05/06 OF BID FORM)

(A)	(B)	(C)	(D)	(E)
Sr.	Question	Bidder's Response in 'Yes' or 'No'	Allocated Score	Score Obtained by Bidder
01	<p>The Bidder has submitted its presentation as part of its Bid, and agrees to present the same to NBP's panel of executives.</p> <p>The Presentation should cover Proposed Strategy consisting of the following elements (presentation to not exceed 20 minutes) in order to:</p> <p>A. Demonstrate its complete understanding of NBP's Problem Statement and Situation Analysis related to Communications & Public Relations Strategy.</p> <p>Suggest appropriate Communications & Public Relations strategies and plans which NBP should adopt for building & bolstering its Corporate Reputation and Brand Image, while keeping in view current NBP's Problem Statement and Situation Analysis. The requisite Strategy must cover aspects related to building and bolstering Corporate Reputation / Brand Image, including but not limited to improving relationships with Employees, Investors, Media, Government, Local Communities, through effective Communications & Public Relations strategies such as Reputation Management, Crises Management, Media Outreach, Social Media Management, Corporate Event Management, amplification of CSR activities, etc. Each engagement should also identify the client, description of work, duration of engagement, contact person & phone number for reference, and results/deliverables of the engagement.</p> <p>B. Suggest quarterly plans and budgets (for next three years) for effective execution of proposed Communications & Public Relations Strategy.</p>		50	
Score of Section C			50	

(PAGE NO. 06/06 OF BID FORM)

Section D: Financial Proposal

The Bidder confirms its following Bid for the Scope of Services as appended in the Bidding Documents:

Sr.	Services	Bid Amount (PKR)
01	Total Bid Amount i.e. Retainer-ship Fee for 03 Years (inclusive of all Taxes)	
	TOTAL BID AMOUNT	

'Total Bid Amount' (in words) is:

Signed: _____

Name of authorized official:

Designation of authorized official:

Duly authorized to sign the Bid for and on behalf of: (Name of the Company)

Date:

7. 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 National Bank of Pakistan:

For Service Provider:

Name:
 Signature:

Name:
 Signature:

8. Provision of details of Beneficial Owners

The Service provider shall furnish the details of its beneficial owners as may be required by NBP from time to time during the procurement process in light of S.R.O. 592(I)/2022 issued by PPRA, as per following format:

ANNEXURE: I

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

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

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity 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 set opposite respective names).

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

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

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

10. Form of Contract

THIS AGREEMENT 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 Communications & Public Relations Services 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 AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. NBP's Notification to the Service Provider for Award of Contract / Letter of Award.
 - b. Bid Form including Financial Proposal contained therein, submitted by the Service Provider.
 - c. General and Special 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 Agreement, 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 Agreement 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 the Company

Name & Designation
National Bank of Pakistan

Witness:

Witness:

(Name and Address)

(Name and Address)

11. Contact

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

Haider Ali Isani
Divisional Head, Procurement Division
Logistics, Communications & Marketing Group,
National Bank of Pakistan, Head Office,
I. I. Chundrigar Road, Karachi.
Tel: 021-99220331 / 021-38902647
Email: haider.isani@nbp.com.pk