Bidding Documents

Tender for WhatsApp Business API Service

National Bank of Pakistan, Head Office, Karachi

Contents

1. INVITATION TO BID (SECTION-I)

<u>INVITATION TO BID THROUGH EPADS</u>
<u>PROCUREMENT OF WHATSAPP BUSINESS API SOLUTION</u>

1. National Bank of Pakistan, one of the largest commercial banks operating in Pakistan, invites bids through the E-Pak Acquisition and Disposal System (EPADS) from suppliers / authorized dealers registered with the Income Tax and Sales Tax Departments and who are on the Active Taxpayers List of the Federal Board of Revenue and having a registered office, for the arrangement of a **Whatsapp Business API end-to-end solution**.

2. Bidding documents, containing detailed terms and conditions, can be downloaded from https://eprocure.gov.pk free of cost. Bids should be submitted electronically **ONLY** through EPADS. Manual submission of bids is **NOT** allowed. For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidders may contact Mr. Rizwan Mahmood, Director MIS PPRA, Room No. 109, 1st Floor, FBC building sector G-5/2, Islamabad. Contact number 0333-5200843, 051-9205728.

3. The bids, prepared in accordance with the instructions in the bidding documents, must be submitted on electronically on EPADS by February 28, 2024, 03:00 PM. Bids will be opened on the same day at 03:30 PM.

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

2. INSTRUCTIONS TO BIDDERS (SECTION-II)
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Capitalized terms used in the Bid Data Sheet (BDS) and the Instructions to Bidders (ITB), unless specifically defined otherwise, shall have the same meaning as set out in the General Conditions of Contract (GCC) and the Special Conditions of Contract (SCC).

A. General

1	Scope of Bid	1.1	National Bank of Pakistan referred to as "NBP" or "Procuring Agency" or "Bank", in these bidding documents, invites bids for Tender for WhatsApp Business API Service Bill of Quantity / Payment Terms & Conditions are attached **as Section-VIII & IX**.
2	Source of Funds	Not Applicable	
3	Fraud and Corruption		3.1 As per NBP's policy, it requires all its bidders, suppliers, contractors and consultants to observe the highest standard of ethics and integrity during the procurement and execution of contracts and projects. In pursuit of this policy, NBP:

a) defines, for the purposes of this provision, the terms set forth below as follows:

   i)   "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

   ii) "Collusive practices" means a scheme or Arrangement between two or more consultants, bidders or suppliers with or without the knowledge of NBP, designed to establish prices at artificial, non-competitive levels and to deprive NBP of the benefits of free and open competition;

   iii) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the action of a public official in the selection process or in contract execution; and

   iv) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

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

b) will reject a bid at any stage, if it determines that the bidder has engaged in Coercive, Collusive, Corrupt, Fraudulent and/or obstructive practices in competing for a contract;

c) will declare a bidder ineligible to participate in current or future NBP bids and contracts, for a period of ten years, if it, at any time, determines that the bidder has engaged in Coercive, Collusive, Corrupt Fraudulent and/or obstructive practices in competing for, or in executing, an NBP contract.

3.2 Furthermore, bidders are hereby notified of the provision stated in clause 9.8 and clause 41.2 of the General Conditions of Contract (GCC).

3.3 Bidders/ suppliers / consultants shall sign the Integrity Pact as per the attached format.

3.4 Any communications between the bidder and NBP related to matters of alleged fraud or corruption must be made in writing.

3.5 By signing the Bid Form, the bidder represents that it is either the owner of the Intellectual Property Rights in the hardware, Software or Materials offered, or that it has proper authorization and/or license from the owner of such rights. For the purpose of this clause, "Intellectual Property Rights" shall have the same meaning as set out in clause 1.1 (c) (xvii) of the GCC. Willful misrepresentation of these facts shall be considered a fraudulent practice in accordance with subject to the provisions of clauses 3.1 to 3.4 above and NBP

		may take action against the bidder accordingly without prejudice to other remedies available to NBP.
4	**Eligible Bidders**	4.1 A Relevant Bidder which has been declared ineligible previously by NBP or any other Government entity shall be ineligible to bid for any NBP contract during the time period determined by NBP (As per PP Rule 19), until they stand clear from all kind of legal restrictions and allegations 4.2 Bidders shall provide such evidence of their continued eligibility satisfactorily to NBP, or as shall be reasonably requested by NBP.
5	**Eligible Goods and Services**	5.1 All Goods and related Services to be supplied under the Contract Agreement shall have their origin in eligible source countries. 5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. 5.3 The origin of Goods and Services is distinct from the nationality of a bidder.
6	**Qualification of the Bidder**	6.1 By submission of documentary evidence in its bid, the bidder must establish to NBP's satisfaction that: a) It has the financial, technical, and production / servicing capability necessary to undertake and successfully conclude the contract, meeting the qualification criteria specified in the BDS, and having a successful performance history. If a pre-qualification process has been undertaken for the contract(s) for which these bidding documents have been issued, the bidder shall, as part of its bid, update any information submitted with its application for pre-qualification; (For the purposes of establishing a bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any subcontractor will not contribute to the bidder's qualifications; only those of a joint venture partner will be considered. b) in the case of a bidder, for a specific project, offering to supply key goods and components that it does not manufacture or otherwise produce itself, the bidder shall provide written evidence of due authorization by the manufacturer or producer authorizing the bidder to supply those components in Pakistan, as identified in the BDS under the Contract Agreement. This will be accomplished by submission of Manufacturer's Authorization Forms, as indicated in the section entitled Sample Forms; and c) in the case of a bidder not undertaking business within Pakistan, the bidder is or will be (if awarded the contract) represented by an agent in Pakistan who is equipped and able to carry out maintenance, technical support, training, and repair obligations prescribed in the GCC and SCC, and/or Technical Requirements, on behalf of the bidder. 6.2 Bids submitted by a joint venture of two or more bidders/companies /partnership firms as partners shall also comply with the following requirements: a) the bid shall be duly signed by all the collaborating partners forming a joint venture so as to be legally binding on all partners; b) one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract undertaken with the partner in charge; d) the partner or combination of partners responsible for a specific component(s) of the specific project must meet the relevant minimum qualification criteria for that component;

		e) a bidder/partnership firm/company may submit bids either as a single bidder on its/his/her own or as a partner in a joint venture. Furthermore, a bidder/partnership firm/company which is a bidder, whether as a single bidder or as a partner in a joint venture, cannot be a subcontractor in other bids, except for the supply of commercially available hardware or software manufactured or produced by the bidder/partnership firm/company, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. If the BDS for ITB clause 6.1 (a) allows the qualification of subcontractors nominated for certain components to be taken into account in assessing the bidder's overall qualifications, any subcontractor so nominated by any bidder is automatically disqualified from being a bidder itself or a partner in a joint venture. Non- compliance may result in the rejection of all bids in which the culprit bidder/partnership firm/company participates as bidder or as partner in a joint venture. As long as a bidder/partnership firm/company is in compliance with these provisions, or is unaffected by them for not participating as a bidder or as partner in a joint venture, it may be proposed as a subcontractor in any number of bids. If the BDS for ITB clause 28.1 permits the submission of bids for sub-systems or slices, then the provisions of this clause 6.2 (e) apply only to bids for the same sub-system(s), or slice(s);
		f) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under ITB clause 6.2 (b) above, in the bid and the Contract Agreement (in case of a successful bid).
		6.3 If a bidder intends to subcontract major items of supply or services, it shall include in the bid details the name and nationality of the proposed Subcontractor, including Suppliers for each of those items. The bidder shall be responsible to ensure that the proposed Subcontractor(s) complies with the requirements of ITB clause 4, and that any Goods or Services components of the concerned project to be provided by the Subcontractor comply with the requirements of ITB clause 5 and the related evidence required by ITB clause 13.1 (f) (ii) is submitted. Bidders are free to list more than one Subcontractor against each item. Quoted rates and prices will be deemed to apply whichever Subcontractor is appointed by the bidder and any adjustment of the rates or prices shall not be permitted. NBP reserves the right to delete any proposed Subcontractor from the list provided by the bidder. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC clause 20 (as revised in the SCC, if applicable). For the purposes of these Bidding Documents, a Subcontractor is any supplier or service provider with whom the bidder contracts for the supply or execution of any part of the specific project to be provided by the bidder under the Contract Agreement (such as the supply of major hardware, Software, or other components of the required information technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.).
7	**Cost of Bidding**	7.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and NBP shall not be responsible or liable for those costs under any circumstances.
8	**Site Visit**	8.1 The bidder may wish to visit and examine the site or sites of the concerned project and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract Agreement. The costs of visiting the site or sites (all over the Pakistan) shall be at the bidder's own expense.
		8.2 NBP will arrange for the bidder, its personnel or agents to access the relevant site or sites, provided that the bidder notifies NBP about a proposed visit at least fourteen (14) Days before the same.
		8.3 No site visits shall be arranged or scheduled after the deadline for the submission of the bids and prior to the award of contract.

B. The Bidding Documents

9	Content of Bidding Documents	9.1 The bidding documents are listed below and should be read in conjunction with **Sections** attached and any addenda issued in accordance with ITB clause 11.

Section-I	Invitations to Bids
Section-II	Instructions to Bidders (ITB)
Section-III	Bid Data Sheet (BDS)
Section-IV	General Conditions of Contract (GCC)
Section-V	Special Conditions of Contract (SCC)
Section-VI	Technical Requirements
Section-VII	Evaluation Criteria
Section-VIII	Bill of Quantity
Section-IX	Payment Terms & Conditions
Section-X	Delivery Schedule
Section-XI	Sample Forms

9.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Document and attached **Sections**. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the bidder's risk and may result in the rejection of the bid.

10	Clarification of Bidding Documents and Pre-bid Meetings	10.1 Any interested bidder requiring any clarification(s) in respect of the bidding documents may notify NBP in writing at the address indicated in the BDS. NBP will respond to any request for clarification provided they are received at least seven (07) calendar days prior to the date of opening of bid. 10.2 Copies of the procuring agency's response will be forwarded to all the bidders including a description of the enquiry, but without disclosing the identity of its/their initiator(s).
11	Amendment of Bidding Documents	11.1 At any time prior to the deadline for submission of bids, NBP may, for any reason, amend the Bidding Documents. Subsequent amendments on the same subject shall modify or replace the earlier ones. 11.2 Amendments shall be provided in the form of an addendum to the bidding documents. The amendments shall be sent in writing to all prospective bidders who received the Bidding Documents from NBP. The addenda shall be binding on bidders. Bidders are required to immediately acknowledge receipt of any such addenda. It shall be assumed that the amendments contained in such addenda have been duly taken into account by the bidder before submitting the bid. 11.3 In order to accommodate prospective bidders with reasonable time to take the amendment(s) into account while preparing their bids, NBP may, in accordance with Rule 27 of the Public Procurement Rules, 2004, extend the deadline for the submission of bids, in which case, NBP shall notify all bidders in writing of the extended deadline.

C. Preparation of Bids

12	Language of Bid	12.1 The bid prepared by the bidder and all correspondence and documents related to the bid exchanged by the bidder and NBP shall be written in the language specified in the BDS. Any printed literature furnished by the bidder as part of its bid may be written in another language, as long as such literature is accompanied by a translation in the language specified in the BDS, in which case, for the purpose of interpretation of the bid, the translation shall govern.
13	Documents Comprising the Bid	13.1 The bid submitted by the bidder shall comprise of: a) Technical proposals are to be submitted separately in relevant EPADS section. Technical proposal will consist of the bidder's complete profile, complete technical offer, compliance sheet in given format, relevant technical brochures; key highlights of product/Solution offered and allied details. Required information in technical proposal is mentioned in Section-I, II, III, IV, V, VI, VII, X ,XI and any other attachments/documentary evidences. b) A Bid Form duly completed and signed by a person or persons duly

		authorized to bind the bidder to the Contract Agreement.
		c) Financial proposal will consist of BOQ Section-VIII, Payment Terms & Conditions Section-IX and Bid Security Payment Order sealed all price schedules duly completed in accordance with ITB clauses 14, 15, and 18 and be signed by a person or persons duly authorized to bind the bidder to the Contract Agreement. Financial proposals of bidders whose technical proposals are found to be substantially responsive, technically qualified, and compliant with the given specifications and allied requirement will be opened on an announced date.
		d) Bid security furnished in accordance with ITB clause 17. It must be enclosed in a separate envelop along with the financial proposal.
		e) In case the bidder is a company, a resolution of the board of directors passed in accordance with the articles of association of the company authorizing specific officers to sign on behalf of the bidder; in case the bidder is a partnership firm, a partners resolution passed in accordance with the partnership deed authorizing a partner or partners to sign on behalf of the bidder; in case the bidder is a sole proprietorship, a declaration of sole proprietorship and confirmation that the sole proprietor shall sign as the bidder; and in case the bidders have formed a joint venture, then a letter confirming the formation of the joint venture and authorizing the lead bidder's representative to sign on behalf of the bidders in the joint venture. The above resolutions/letters/declarations should authorize the signatory of the bid to commit the bidder, in accordance with ITB clause 19.2;
		f) Attachments:
		i) Bidder's qualifications should be set out as per the attached criterion mentioned in Section-I: Mandatory Requirements for Bidders and Supplier's Eligibility/ Selection Criteria. (ii) Documentary evidence establishing to NBP's satisfaction, and in accordance with ITB clause 6, that the bidder is qualified to perform the contract if its bid is accepted. In case of pre- qualification of bidders having been undertaken, and in pursuance of ITB clause 6.1 (a), the bidder must provide evidence on any changes in the information submitted as the basis for pre -qualification or if there has been no change at all in the said information, a statement to this effect;
		ii) Relevant business and service partnership certificates and manufacturer's authorizations specified as required in the BDS for ITB Clause 6.1 (b);
14	**Bid Prices**	14.1 The prices of services/goods and components of a system shall be clearly and individually specified
		a) Services/Goods supplied from outside the country where NBP is based: Unless otherwise specified in the BDS, the prices shall be quoted on a DDP basis with delivery at NBP Head Office Karachi and shall be **inclusive of all taxes**, stamp duty, duties, levies, sales or other similar tax and fees imposed in the country where NBP is based. In quoting the price, the bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the bidder may obtain insurance services from any eligible source country.
		b) Locally supplied Services/Goods:
		Unit prices of Services/Goods offered from within the country where NBP is based, shall be quoted on FOR basis, and shall be inclusive of all duties, levies, fees, stamp duties, taxes, sales and other similar taxes incurred until delivery of the Services/Goods. Insurance charges shall be for the account of the bidder
		c) Additional charges:
		All inland transportation charges (If any) must be included in prices quoted for goods referred to in Clause 14(a) and (b) above. Any additional costs of any support, service level agreement or license cost as required must also be quoted separately along with its justification and rationale.

15	**Bid Currencies and Prices**	15.1 Unless otherwise specified in the BDS, prices quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subject to increases on any account. Submitted bids that are subject to price adjustment will be rejected.
		15.2 The bidder may quote its prices for all Information Technologies, associated Goods, and Services to be supplied from outside Pakistan entirely in the currency or currencies approved by NBP. If the bidder wishes to be paid in a combination of different currencies, it must quote unit prices accordingly, but no more than three foreign currencies may be used.
		15.3 Unless specified otherwise in the BDS, the bidder shall express its prices for such information technologies, associated goods, and services to be supplied locally (i.e., from within Pakistan).
16	**Documents Establishing the Conformity of the Solution to the Bidding Documents**	16.1 Pursuant to ITB clause 13.1 (f), the bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the particular project that the bidder proposes to bid for.
		16.2 The documentary evidence of conformity of the concerned project to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:
		a) the bidder's technical proposal, i.e., a detailed description of the bidder's proposed technical solution conforming in all material aspects with the Technical Requirements and other parts of these Bidding Documents, overall as well as with regard to the essential technical and performance characteristics of each component making up the proposed solution;
		b) The bidder shall submit an item-by-item commentary on the bidder's compliance with NBP's Technical Requirements in accordance with the format of **Section-VI**: Technical Requirement Sheet, demonstrating substantial responsiveness of the proposal offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogues, technical specifications, supporting documents or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;
		c) A Preliminary Project Plan describing, among other things, the methods by which the bidder will carry out its overall management and coordination responsibilities if awarded the contract and other resources the bidder proposes to use. The project plan should include a detailed contract implementation schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of key activities needed to complete the Contract Agreement. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the bidder's assessment of what it expects from NBP and any other party involved in the implementation of the project to provide during implementation and how the bidder proposes to coordinate the activities of all the parties involved;
		d) A written confirmation that the bidder accepts responsibility for the successful integration and inter-operability of all components of the project as required by the Bidding Documents.
		16.3 For the purposes of the commentary to be furnished pursuant to ITB clause 16.2 (b), the bidder shall note that references to brand names or model numbers or national or proprietary standards designated by NBP in its Technical Requirements are intended to be descriptive and not restrictive. Except where explicitly prohibited in the BDS for specific items or standards, the bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to NBP's satisfaction that the use of the substitute(s) will result in the performance substantially equivalent to or better than that specified in the Technical Requirements.
17	**Bid Security**	17.1 Unless otherwise specified in the BDS, the bidder shall furnish, as part of its bid, a scanned bid security in the amount stipulated in the BDS. The hard copy of bid security must be submitted to NBP any time before the closing of bid submission. It is mandatory to enclose the bid security electronically

		in EPADS and submission of original hard copy physically to NBP before the closing of bid submission . Bids not following the aforementioned format will be rejected.
		17.2 The bid security shall;
		a) at the bidder's option, be in the form of either a certified cheque, letter of credit, or a bank guarantee from a banking institution;
		b) be issued by a reputable institution in Pakistan selected by the bidder;
		c) be substantially in accordance with one of the forms of bid security included in Section VII: Sample Forms or other form approved by NBP prior to bid submission;
		d) be payable promptly upon written demand by NBP in case any of the conditions listed in ITB clause 17.7 are invoked;
		e) be submitted in its original form, as copies shall not be accepted;
		f) remain valid for a period of at least 90-days and maximum 300-days beyond any extended period of bid validity subsequently requested pursuant to ITB clause 18.2.
		17.3 The bid security of a joint venture shall be issued in the name of the joint venture submitting the bid and shall list all partners of the joint venture.
		17.4 Any bid not accompanied by a substantially acceptable bid security in accordance with ITB clauses 17.2 and 17.3, shall be rejected by NBP as non-responsive.
		17.5 The bid security may be forfeited:
		a) if a bidder: (i) withdraws its bid during the period of bid validity specified by the bidder on the Bid Form, except as provided in ITB clause 23.3
		b) in the case of a successful bidder, if the bidder fails to: (i) sign the Contract Agreement in accordance with ITB clause 35; or (ii) Furnish performance security in accordance with ITB clause 36.
18	**Period of Validity of Bids**	18.1 Bids shall remain valid, at a minimum, for the period specified in the BDS after the deadline date for bid submission prescribed by NBP. A bid valid for a shorter period shall be rejected by NBP as non-responsive. Bidders are responsible for adjusting the dates in the BDS in accordance with any extensions to the deadline date of bid submission pursuant to ITB clause 21.2.
		18.2 In exceptional circumstances, prior to expiry of the bid validity period, NBP may request the bidders to extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not permitted to modify its bid, but will be required to extend the validity of its bid security correspondingly, pursuant to ITB clause 17.2 (f).

19	Format and Signing of Bid	19.1 The bidder shall prepare sets of documents in PDF file for the technical and financial bids specified in the BDS, clearly marking each one as "TECHNICAL PROPOSAL" "FINIANICAL PRPOSAL," etc., as appropriate.. The bidder shall also enclose a bid security in the manner prescribed in ITB clause 17.
		19.2 The documents in PDF file of the bid, each consisting of the documents listed in ITB clause 13.1, shall be typed or written in readable fonts and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The authorization must be in writing and must be included in the bid pursuant to ITB Clause 13.1 (e). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
		19.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
		19.4 The bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents in relation to this procurement and the execution of the Contract Agreement, should the bidder be successful.

D. Submission of Bids

20	Electronic Bidding	20.1 The bidder shall scan and submit electronic bids as per requirements of e-procurement systems EPADS
		20.2 In case of Single Stage Two Envelopes Procedure, the bid shall comprise two bids submitted electronically simultaneously, one called the "Technical Proposal" and the other "Financial Proposal"
		20.3 The uploaded Bid shall comprise two proposals uploaded simultaneously, one called the technical proposal and the other Financial Proposal. Both proposals to be enclosed to be uploaded together. Each bidder shall upload his bid as under:
		20.4
		20.5 a) Bidder shall upload his Technical Proposal and Financial Proposal in separate inner proposal and enclosed in a single outer proposal.
		20.6
		20.7 b) The two proposals are to be uploaded separately and clearly marked as Technical Proposal and Financial Proposal.
		20.8
		20.9 c) Both the proposal will be marked with address of National Bank of Pakistan. There should be clear indication that this proposal contains tender documents.
		20.10 d) In technical proposal, all items must have the brand names, model number, manufacturer's name, country of origin, manufacturer's warranty including parts with complete specs and brochures. Re-conditioned and re-furbished equipment shall not be acceptable. Following information will be clearly marked on the proposal:
		1. Technical Offer
		2. Bid Reference
		20.11 e) Financial Proposal will include rates of items / the quoted price in PKR in figures as well as in words. Following Information will be clearly marked on the proposal:
		Commercial Offer
		Bid Reference
21	Deadline for submission of Bids	21.1 Bids must be submitted electronically through EPADS as specified in the BDS for ITB not later than the date and time intimated by NBP
		21.2 NBP may extend this deadline for submission of bids by amending the bidding documents in accordance with ITB clause 11.3, in which case all

		rights and obligations of NBP and the bidders will thereafter be subject to the deadline as extended.
22	**Late Bids**	22.1 Any bid received by NBP after the bid submission deadline prescribed by NBP in the BDS for ITB clause 21, will be rejected and returned unopened to the bidder.
23	**Modification or Withdrawal of Bids**	23.1 The bidder may modify or withdraw its bid after submission, through EPADS prior to the deadline prescribed for bid submission. 23.2 Revision of bid may be submitted electronically through EPADS after withdrawal of original bid before the deadline of submission of bid 23.3 No bid may be modified after the deadline of submission of bids. 23.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the bidder's bid security, pursuant to ITB clause 17.7.

E. Bid Opening and Evaluation

24	**Opening of Bids by NBP**	24.1 NBP shall open electronically through EPADS all technical proposals for all packages, excluding withdrawals, in public, in the presence of bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance.
		
		24.2 The procuring agency shall open and evaluate the technical proposal first, without opening the financial proposal and without reference to the price and reject any proposal which does not conform to the specified technical requirements;
		
		24.3 The financial proposals shall retained unopened in EPADS;
		
		24.4 During the technical evaluation no amendments in the technical proposal shall be permitted;
		
		24.5 After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals electronically through EPADS of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall not be opened;
		
		24.6 Financial proposals shall be opened one at a time. The following details shall be read out:
		
		  a) Unit Price; and
		
		  b) Bid Amount
		
		24.4 NBP shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB clause 24.3.

25	**Clarification of Bids**	25.1 During the bid evaluation, NBP may, at its discretion, ask a bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

26	**Preliminary Examination**	26.1 NBP shall examine the technical proposals to determine whether:
		
		  i) they are complete in all respects;
		
		  ii) the documents have been properly signed; and
		
		  iii) whether the bids are generally in order.
		
		26.2 In case of a pre-qualification process having been undertaken for the contract(s) for which these Bidding Documents have been issued, NBP shall ensure that each bid is from a pre-qualified bidder, and in the case of a joint venture, the partners and structure of the joint venture are unchanged from those in the pre-qualification. Bidder's profile, technical compliance, major

		and minor deviations from the given specifications, solution offered as and where applicable will be individually listed and duly evaluated.
		26.3 NBP may waive any minor formality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
		26.4 Prior to the detailed evaluation, NBP shall determine whether each bid is of acceptable quality, complete, and substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditional ties, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way, the scope, quality, or performance of the project; or (ii) is inconsistent with the Bidding Documents or limits in a substantial way, NBP's rights or the successful bidder's obligations under the Contract Agreement; or (iii) the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
		26.5 If a bid is not substantially responsive, it shall be rejected by NBP and may not subsequently be made responsive by the bidder by correction of the nonconformity. NBP's determination of bid responsiveness shall be based on the contents of the bid itself.
27	Conversion to Single Currency	27.1 For evaluation and comparison purposes, NBP shall convert all bid prices expressed in various currencies and amounts into a single currency specified in the BDS, using the selling rate prevailing on the date of opening of the bids intimated by NBP, as notified by the State Bank of Pakistan.
28	Evaluation Criteria	28.1 Bids for sub-systems, or slices of the overall Information System will be accepted if specified in the BDS.
		28.2 The bid evaluation shall be carried out in accordance with fulfillment of the specifications/requirements specified in Section-VI and the bid evaluation criteria specified in Section-VII "Technical Evaluation Criteria".
29	Domestic Preference	29.1 If indicated in the BDS and as per PPRA Rule 24, NBP shall grant a margin of preference for use of domestic Information Technologies and related Goods. Under this preference, for Goods supplied from outside Pakistan, the CIP (named place of destination) price shall be increased by the applicable import tariff (custom duties and other import taxes) or fifteen (15) percent, whichever is less. If duties vary from item to item within the bid, the appropriate tariff for each item shall apply. No preference shall be applied for any associated Services or works components of the bid.
		29.2 No margin of preference will be granted for any other price component, and bidders will not be permitted or required to modify the source of any hardware, Software, related equipment, materials, products, or other Goods, as well as related Services after bid opening.
30	Contacting NBP	30.1 From the time of bid opening to the time of the announcement of the successful bidder, if any bidder wishes to contact NBP on any matter related to the bid, it should do so in writing.
		30.2 If a bidder tries to directly influence NBP or otherwise interfere in the bid evaluation process and the decision to select a bidder as the successful bidder, its bid may be rejected.

F. Post Evaluation Criteria and Award of Contract

31	Post Evaluation Criteria	31.1 NBP will determine at its own cost and to its satisfaction whether the bidder which is selected as having submitted the most advantageous bid is qualified to perform the Contract Agreement satisfactorily, in accordance with ITB clause 6. If a pre-qualification process was undertaken for the Contract Agreement and/ or related agreements for which these Bidding Documents were issued, NBP will determine in the manner described above that no material changes have occurred after the pre-qualification that negatively affects the ability of the bidder which has submitted the most advantageous bid to perform the Contract.

		31.2 Pursuant to ITB clauses 6 and 16, the evaluation of the bidder's financial, technical, design, integration, customization, production, management, and support capabilities will be based on an examination of the documentary evidence of the bidder's qualifications, as well as other information which NBP deems necessary and appropriate. This evaluation may include visits or interviews with the bidder's clients referenced in its bid, site inspections, and any other measures. NBP may, at its discretion, also carry out tests to determine whether the performance or functionality of the solution offered meets those stated in the technical requirements before announcement of the successful bidder.
		31.3 An affirmative post-qualification evaluation will be a prerequisite for selecting the most advantageous bidder. A negative evaluation will result in rejection of the bidder's bid, in which event NBP shall proceed to the next most advantageous bidder to make a similar evaluation of that bidder's capabilities to perform satisfactorily.
32	Award Criteria	32.1 Subject to ITB clause 33, NBP shall award the contract to the bidder whose bid has been evaluated and determined to be substantially responsive and the most advantageous bid, provided further that the bidder has been determined to be qualified to perform the contract satisfactorily, pursuant to ITB clause 31.
33	NBP's Right to Accept any Bid and to Reject any or all Bids	33.1 NBP reserves the right to annul the bidding process as per PPRA Rule 33 and reject all bids at any time prior to the execution of the Contract Agreement with the successful bidder, without thereby incurring any liability to the bidders.
34	Notification of Award	34.1 Prior to the expiration of the period of bid validity, NBP shall notify the successful bidder in writing by registered letter, or by electronic means, including the PPRA and NBP websites, to be subsequently confirmed in writing by registered letter, that its bid has been accepted.
		34.2 The contract with the successful bidder shall come into force as follows: a) where no formal signing of a contract is required, from the date the notice of the acceptance of the bid or purchase order has been given to the bidder whose bid has been accepted. Such notice of acceptance or purchase order shall be issued within a reasonable time; or; b) where the procuring agency requires signing of a written contract, from the date on which the signatures of both the procuring agency and the successful bidder we affixed to the written contract. Such affixing of signatures shall take place within a reasonable time.
		34.3 Provided that where the coming into force of a contract is contingent upon fulfilment of a certain condition or conditions, the contract shall take effect from the date whereon such fulfilment takes place.
		34.4 When the successful bidder furnishes the signed Contract Agreement between the bidder and NBP and the performance security pursuant to ITB clause 37, NBP shall notify each unsuccessful bidder and will discharge their bid security.
35	Signing of Contract	35.1 At the same time as NBP notifies the successful bidder that its bid has been accepted, NBP shall negotiate as per PPRA Rule 40 and finalize a contract based on the form of contract attached hereto with the bidder which shall set out the understanding and agreement between the parties relating to the transaction/project. If required by the demands of the project and its legal implications, the bidder and NBP may enter into several contracts on different aspects of the transaction/project.
		35.2 Following notification of the award of the contract, NBP and the successful bidder shall sign and date the formal Contract Agreement as soon as practically possible. Provided, however, that NBP may in its discretion extend the date for signing the formal contract.

36	Performance Security	36.1 The successful bidder shall furnish the performance security in accordance with the GCC, using the performance security bank guarantee form provided in the Bidding Documents or another form acceptable to NBP at the time of signing of the Contract Agreement.
		36.2 Failure of the successful bidder to comply with the requirements of ITB clause 35 or ITB clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event NBP may make the award to the next most advantageous bid submitted by a qualified bidder or call for new bids.

3. BID DATA SHEET – BDS (SECTION-III)

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The following specific information relating to [Tender / Quotation for Tender for WhatsApp Business API Service that will be used shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over to those mentioned in the ITB.

A. General

ITB 1.1	Name of Purchaser: **National Bank of Pakistan**
ITB 1.1	Name of Contract/Project: **Tender for Tender for WhatsApp Business API Service**
ITB 5	NBP requires **Tender for Tender for WhatsApp Business API Service for the period of 3 Years (extendable)** as per the requirements mentioned in **Section-VI Technical Requirements** attached separately with the bidding documents**.**
ITB 6.1 (a)	Qualification criteria/ requirements of bidders are attached as **Section-VI**: Technical Requirements.
ITB 6.1 (b)	Manufacturer's authorizations for all the products offered by the bidder on behalf of the manufacturer are required.
ITB 6.2 (c)	Bidders not undertaking business in Pakistan are not allowed.

B. Preparation of Bids

ITB 12.1	The language of all correspondence and documents related to the bid is **English** Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into English.
ITB 13(a), (c), (e) & (f)	All bids must be accompanied with a bid security of a fixed amount of bid security which will be PKR 1,000,000/ in currency of Pak Rupees. Bid security must be enclosed in a separate envelop Marked as "Bid Security". Bid security must be valid for at least 90-days and maximum 300-days from the bid submission date.
ITB 14	The prices for the goods, services and other items of the system are to be expressed and shall be defined and governed in accordance with the Public Procurement Rules, 2004 and mentioned in detail in **Section-VIII: Payment Terms & Conditions.**
ITB 15.1	Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.
ITB 15.2	Only single currency (Pakistani rupees) is allowed.
ITB 16.3	Not Applicable
ITB 17.1	All bids must be accompanied with a bid security of a fixed amount of bid security which will be PKR 1,000,000/ in currency of Pak Rupees. Bid security must be enclosed in a separate envelop Marked as "Bid Security". Bid security must be valid for at least 90-days and maximum 300-days from the bid submission date.
ITB 18.1	The bid validity period shall be a valid for at least 90-days and maximum 300-days after the bid submission date.

D. Submission of Bid Security

ITB 20.2 (a)	The Address for Bid Security submission is: **The Senior Vice President / Divisional Head, Logistic Support Group, 3rd Floor, National Bank of Pakistan, Head Office, I.I. Chundrigar Road, Karachi.**
ITB 21.1	Bid Submission Date is ----

G. Bid Opening & Evaluation

ITB 23	Modifications or withdrawal of Bids are not allowed
ITB 24	Bidding will be conducted using the Public Procurement Rules, 2004 (i.e. 36 (b) Single Stage Two Envelop procedures).

ITB 24.1	Time, date, and place for bid opening will be informed through Publication /advertisement available on NBP and PPRA websites.
ITB 24.2	Not Applicable
ITB 27.1	Payment terms and conditions are stated in **Section-VIII: Payment Terms & Conditions**
ITB 28.1 & 28.2	The evaluation of bids will be carried out as per the attached **Section-VII: Evaluation Criteria**
ITB 29.1	Not Applicable
ITB 35.1	Negotiation of prices shall not be allowed.

4. GENERAL CONDITIONS OF CONTRACT (SECTION-IV)
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The General Conditions of Contract ("GCC") contained in this section are to be read in conjunction with the Special Conditions of Contract ("SCC") and conditions of the Contract Agreement (as defined herein below) which will be executed between NBP and the Supplier. The aforesaid GCC, SCC and the Contract Agreement shall form a complete document expressing all the rights and obligations of the parties; however, the Contract will be finalized in consultation with Supplier and Legal Department of NBP. The GCC must remain unaltered. Contract -specific information, deletions, extensions, and modifications to the GCC shall be introduced through the SCC and the Contract Agreement. In the event of any conflict between the terms of the GCC, the SCC and the Contract Agreement, the terms of the Contract Agreement shall prevail.

A. Contract and Interpretation

1	Definitions	1.1 The following terms shall be interpreted as indicated below.
		a) Contract elements:
		(i) "Contract Documents" means the documents specified in Article 1.1 (Contract Documents) of the form of contract agreement (including any amendments to these Documents).
		(ii) "Contract Agreement" means the agreement entered into between NBP and the Supplier using the form of contract agreement contained in the sample forms section of the bidding documents and any modifications to this form agreed to by NBP and the Supplier, including any novation's, modifications or amendments thereto.
		(iii) "GCC" mean the General Conditions of Contract.
		(iv) "SCC" means the Special Conditions of Contract.
		(v) "Technical Requirements" means the Technical Requirements section of the bidding documents.
		(vi) "Implementation Schedule" means the Implementation Schedule sub-section of the Technical Requirements.
		(vii) "Contract Price" means the price or prices stated in the Contract Agreement.
		(viii) "Bidding Documents" refers to the collection of documents issued by NBP to instruct and inform potential Suppliers of the processes for bidding, selection of the most advantageous bid, and contract formation, as well as the contractual conditions governing the relationship between NBP and the Supplier. The GCC, the SCC, the Technical Requirements, and all other documents included in the Bidding Documents reflect the procurement guidelines that NBP is obligated to follow during procurement and administration of the process for formalization of the Contract Agreement and its performance.
		b) Entities;
		(i) "NBP" means the National Bank of Pakistan;.
		(ii) "Project Manager" means the person appointed by NBP in the manner provided in GCC Clause 18.1 (Project Manager) and named as such in the SCC to perform the duties delegated by NBP.
		(iii) "Supplier" means the person(s) whose bid to perform the contract has been accepted by NBP and is named as such in the Contract Agreement.
		(iv) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement and approved by NBP in the manner provided in GCC Clause 18.2 (Supplier's Representative) to perform the duties delegated by the Supplier in connection with the performance of the Contract Agreement by the Supplier.
		(v) "Subcontractor," including vendors, means any person to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.
		c) Scope
		(i) "Solution" also called the "System" means all the Information

Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational, together with the **Tender for WhatsApp Business API Service** provision as per international standards to be carried out by the Supplier under the Contract. For the avoidance of any doubt the term "System" includes any Sub-system.

(ii) "Sub-system" means any sub-set of the System identified as such in the Contract Agreement that may be supplied, installed, tested, and commissioned individually before commissioning of the entire System.

(iii) "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract Agreement.

(iv) "Goods" means all equipment, machinery, furnishings, Plastic, stationary, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract Agreement, including, without limitation, the Information Technologies and Materials.

(v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract Agreement to supply, install, customize, integrate, and make the System operational. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, pre - commissioning, commissioning, maintenance, and technical support.

(vi) "Project Plan" means the document to be developed by the Supplier and approved by NBP, pursuant to GCC clause 19, based on the requirements of the Contract Agreement and the Preliminary Project Plan included in the Supplier's bid. The "Finalized Project Plan" is the version of the Project Plan approved by NBP, in accordance with GCC clause 19.2. Should the Project Plan conflict with the Contract Agreement in any way, the relevant provisions of the Contract Agreement, including any amendments, shall prevail.

(vii) "Software" means that part of the System which are instructions that cause information processing Sub-systems to perform in a specific manner or execute specific operations.

(viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.

(ix) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in the Contract Agreement and such other Software as the parties may agree in writing to be General- Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

(x) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

(xi) "Standard Software" means Software identified as such in the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

(xii) "Custom Software" means Software identified as such in the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.

(xiii) "Source Code" means the database structures, dictionaries, definitions,

program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

(xiv) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to NBP under the Contract Agreement.

(xv) "Standard Materials" means all Materials not specified as Custom Materials.

(xvi) "Custom Materials" means Materials developed by the Supplier i.e. Cards Plastic, Stationary etc. under the Contract Agreement and identified as such in the Contract Agreement or any related agreement between the parties (if any) and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.

(xvii) "Intellectual Property Rights" means any and all copyright, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation, all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works, extract or re-utilize data, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide electronic access, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(xviii) "Supplier's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, excluding the Information Technologies, or other items forming part of the System.

d) Activities

(i) "Delivery" means the transfer of the Goods from the Supplier to NBP in accordance with the current edition Incoterms specified in the Contract Agreement. "Incoterms" means international commercial terms published by International Chamber of Commerce (ICC).

(ii) "Installation" means that the System or a Subsystem, as specified in the Contract, is ready for Commissioning as provided in GCC clause 26 (Installation).

(iii) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC clause 26 (Installation).

(iv) "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which is to be carried out by the Supplier as provided in GCC clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).

(v) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and the Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and the Finalized Project Plan, in accordance with the provisions of GCC clause 27.2 (Operational Acceptance Test).

(vi) "Operational Acceptance" means the acceptance by NBP of the System (or any Subsystem(s) where the Contract Agreement provides for acceptance of the System in parts), in accordance with GCC clause 27.3 (Operational Acceptance).

e) Place and Time

(i) "Pakistan" is the country named in the SCC.

(ii) "Supplier's Country" is the country in which the Supplier is legally

organized, as named in the Contract Agreement.

(iii) "Project Site(s)" means the place(s) specified in the SCC and /or the Contract Agreement for the Cards Stationary & supply and installation of the System (if required in agreement).

(iv) "Eligible Country" shall mean any country except Israel, a country subject to sanctions of the United Nations and any country subject to trade and commercial restrictions by the Federal Government of Pakistan.

(v) "Day" means a calendar day of the Gregorian Calendar.

(vi) "Week" means seven (7) consecutive Days, beginning on the first Day of the week as is customary in Pakistan.

(vii) "Month" means a calendar month of the Gregorian Calendar.

(viii) "Year" means twelve (12) consecutive Months.

(x) "Contract Period" is the tenor of the Contract Agreement.

(xi) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing on the date of the Operational Acceptance certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Sub-system(s)) as provided in GCC clause 29 (Defect Liability).

(xii) "Post-Warranty Services Period" means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under the Contract Agreement or under separate contract(s).

(xiii) "The Coverage Period" mean the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

2	Contract Documents	2.1 All documents forming part of the Contract Agreement (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole along with the GCC and the SCC.
3	Interpretation	3.1 Language:

    a) All Contract Documents, all correspondence, and communications to be given shall be written in the language specified in the SCC, and the Contract Agreement shall be construed and interpreted in accordance with that language.

    b) If any of the Contract Documents, correspondence, or communications are prepared in any language other than the governing language under GCC clause 3.1.1 above, the translation of such documents, correspondence, or communications shall prevail in matters of interpretation. The originating party shall bear the costs and risks of such translation, with respect to such documents, correspondence, and communications

3.2 Singular and Plural: The singular shall include the plural and the plural shall include the singular, except where the context requires otherwise.

3.3 Headings: The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons: Words importing persons or parties shall include individuals, firms, companies, corporations, and government entities.

3.5 Entire Agreement: The Contract Agreement shall constitute the entire agreement between NBP and the Supplier, when executed, with respect to the subject matter of The Contract Agreement and shall supersede all communications, negotiations, and agreements (whether written or oral) of the parties with respect to the subject matter of the Contract Agreement made prior to the date of Contract Agreement, unless such communications, negotiations and agreements are expressly incorporated into the Contract Agreement.

3.6 Amendment: No amendment or other variation of the Contract Agreement shall be effective unless it is in writing, is dated, expressly refers to the Contract Agreement, and is signed by a duly authorized representative of each party to the

		Contract Agreement.
		3.7 Independent Supplier: The Supplier shall be an independent contractor performing the Contract Agreement. The Contract Agreement does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract Agreement. Subject to the provisions of the Contract Agreement, the Supplier shall be solely responsible for the manner in which the Contract Agreement is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract Agreement shall be under the complete control of the Supplier and shall not be deemed to be employees of NBP, and nothing contained in the Contract Agreement or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and NBP.
		3.8 Joint Venture or Consortium: If the Supplier is a joint venture or consortium of two or more persons, all such firms shall jointly and severally be bound to NBP for the fulfillment of the provisions of the Contract Agreement and shall designate one of such persons to act as a leader with authority to bind the joint venture or consortium. The composition or constitution of the joint venture or consortium shall not be altered without the prior consent of NBP.
		3.9 Non-waiver:
		a) Subject to GCC clause 3.9.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract Agreement or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract Agreement, nor shall any waiver by either party of any breach of Contract Agreement operate as waiver of any subsequent or continuing breach of Contract Agreement.
		b) Any waiver of a party's rights, powers, or remedies under the Contract Agreement must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
		3.10 Severability: If any provision or condition of the Contract Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract Agreement.
4	Notices	4.1 Unless otherwise stated in the Contract Agreement, all notices to be given under the Contract shall be in writing and shall be sent by personal delivery, courier, facsimile, electronic mail, or Electronic Data Interchange (EDI) to the address of the relevant party as specified in the SCC, with the following provisions.
		4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) Days after dispatch by notice sent by courier, except as otherwise specified in the Contract Agreement.
		4.1.2 Any notice sent by courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) Days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the courier service for transmission by courier.
		4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
		4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI address or addressee for receipt of such notices by ten (10) Days' notice to the other party in writing.
		4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, and certificates to be given under the Contract Agreement.
5	Governing Law	5.1 The Contract Agreement shall be governed by and interpreted in accordance with the laws of the country specified in the SCC.
6	Settlement of Disputes	6.1 Negotiations:
		a) If a dispute of any kind whatsoever shall arise between NBP and the Supplier in connection with or arising out of the Contract Agreement, including without prejudice to the generality of the foregoing, any question regarding

its existence, validity, or termination, or the execution of the project (whether during the progress of implementation or after its achieving Operational Acceptance, and whether before or after the termination, abandonment, or breach of the Contract Agreement), the parties shall seek to resolve any such dispute or difference by mutual consultation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation, within fourteen (14) Days after one party has notified the other in writing of the dispute or difference, then, each of the parties may refer the matter for arbitration.

6.2 Arbitration:

a) A party shall give a notice to the other party of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

b) Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC clause 6.2.1 shall be finally settled by arbitration. Arbitration may be commenced prior to, during or after completion of the project.

c) Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

d) Notwithstanding any reference to arbitration in this clause the parties shall continue to perform their respective obligations under the Contract Agreement unless they otherwise agree.

B. Subject Matter of Contract

7	**Scope of the System**	7.1 Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of **Tender for WhatsApp Business API Service**, inventory, stationary, Materials and other related Goods as per standards and any other documents specified in the Contract Agreement and the Finalized Project Plan.
		7.2 The Supplier shall, unless specifically excluded in the Contract Agreement, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract Agreement but that can be reasonably inferred from the Contract Agreement as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract Agreement.
		7.3 The Supplier's obligations (if any) to provide Plastic, stationary, inventory, Goods and Services etc. as per international standards (e.g., issuance, personalization, technical assistance, and operational support), are specified in the SCC, including the relevant terms, characteristics, and timings.
8	**Timelines**	8.1 The Supplier shall commence work on the solution within the period specified in the SCC, and without prejudice to GCC clause 28.2, the Supplier shall thereafter proceed with the solution in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements section and any refinements made in the Finalized Project Plan.
		8.2 The Supplier shall achieve Operational Acceptance of the **Tender for WhatsApp Business API Service** within the time specified in the SCC in accordance with the time schedule specified in the Implementation Schedule in the Technical Requirements Section and any refinements made in the Finalized Project Plan, or within such extended time to which the Supplier shall be entitled under GCC clause 40 (Extension of Time for Achieving Operational Acceptance).
9	**Supplier Responsibilities**	9.1 The Supplier shall conduct all activities with due care and diligence in accordance with the Contract Agreement, and with the skill and care expected of a competent provider of solution and related services in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

		9.2 The Supplier confirms that it has entered into this Contract Agreement on the basis of a proper examination of the information and specifications relating to the System provided by NBP and on the basis of information that the Supplier could have obtained from a visual inspection of the Project Site (if access to the site was available) and other data readily available to the Supplier relating to the System. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract Agreement.
		9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreed Finalized Project Plan (pursuant to GCC clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC clause 41.2
		9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Pakistan and other relevant jurisdictions including but not limited to the country where the Supplier is incorporated, that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all permits, approvals, and/or licenses that are necessary for the performance of the Contract Agreement.
		9.5 The Supplier shall comply with all laws in force in Pakistan and other relevant jurisdictions including but not limited to the country where the Supplier is incorporated. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract Agreement and are binding upon the Supplier. The Supplier shall indemnify and hold harmless NBP from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel. The Supplier shall not indemnify NBP to the extent that such liability, damage, claims, fines, penalties, and expenses were caused by a fault of NBP.
		9.6 The Supplier shall pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labour in all dealings with its labour and the labour of its Subcontractors currently employed in connection with the Contract Agreement.
		9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the Solution and other supplies shall have their origin in an Eligible Country.
		9.8 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier, and to have them audited by auditors appointed by the Bank, if so required by the Bank.
		9.9 Other Supplier responsibilities, if any, are as stated in the SCC.
10	NBP's Responsibilities	10.1 NBP shall ensure the accuracy of all information and/or data to be supplied by NBP to the Supplier, except when otherwise expressly stated in the Contract Agreement.
		10.2 NBP shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an agreed Finalized Project Plan (pursuant to GCC clause 19.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements section.
		10.3 NBP shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract Agreement which are to be agreed by mutual consent.
		10.4 NBP assumes primary responsibility for the Operational Acceptance Test(s)

		for the System in accordance with GCC clause 27.2.
		10.5 NBP is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier as per in the Contract Agreement.
		10.6 All costs and expenses involved in the performance of the obligations of NBP under this GCC clause 10 shall be the responsibility of NBP, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC clause 27.2.
		10.7 Other NBP responsibilities, if any, are as stated in the SCC.

C. Payment

11	**Contract Price**	11.1 The Contract Price shall be as specified in Contract Agreement.
		11.2 The Contract Price shall be a firm lump sum not subject to any alteration, except:
		a) in the event of a Change in the System pursuant to GCC clause 39 or to other clauses in the Contract Agreement; or
		b) in accordance with the price adjustment formula (if any) specified in the SCC.
		11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract Agreement, cover all its obligations under the Contract Agreement.
12	**Terms of Payment**	12.1 The Supplier's request for payment shall be made to NBP in writing, accompanied by an invoice describing, as appropriate, the System or Sub-system(s), delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC clause 22.5 and upon fulfillment of other obligations stipulated in the Contract Agreement.
		12.2 No payment made by NBP herein shall be deemed to constitute acceptance by NBP of the System or any Subsystem(s).
		12.3 Payments shall be made promptly by NBP, but in no case later than thirty (30) Days after submission of a valid invoice by the Supplier. In the event that NBP fails to make any payment by its respective due date or within the period set forth in the Contract Agreement, NBP shall pay to the Supplier interest on the amount of such delayed payment at the rate(s) specified in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
		12.4 All payments shall be made in the currency (ies) specified in the Contract Agreement, pursuant to GCC clause 11. For Goods and Services supplied locally, payments shall be made in the currency of Pakistan, unless otherwise specified in the SCC.
		12.5 Unless otherwise specified in the SCC, payment of the foreign currency portion of the Contract Price for Goods supplied from outside Pakistan shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in Pakistan. and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to latest version of the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce, Paris.
13	**Securities**	13.1 Issuance of Securities: The Supplier shall provide the securities specified below in favour of NBP at the times and in the amount, manner, and form specified below.
		13.2 Advance Payment Security:
		a) As specified in the SCC, the Supplier shall provide a security equal in amount and currency to the advance payment. Except as provided otherwise in the Contract Agreement, the security shall be valid until the System is Operationally Accepted.

		b) The security shall be in the form provided in the Bidding Documents or in another form acceptable to NBP. The security shall be returned to the Supplier immediately after its expiration.
		13.3 Performance Security:
		a) The Supplier shall, within twenty-eight (28) Days of the notification of the award of the contract to the successful bidder, provide a security for the due performance of the Contract Agreement in the amount and currency specified in the SCC.
		b) The security shall be a bank guarantee, substantially in the form provided in the Sample Forms section of the Bidding Documents, or such other form as may be acceptable to NBP.
		c) The security shall become null and void once all the obligations of the Supplier under the Contract Agreement have been fulfilled to the satisfaction or NBP or in accordance with the criteria specified in the Contract Agreement, including, but not limited to any obligations during the warranty period and any extensions to the period. The security shall be returned to the Supplier no later than thirty (30) Days after its expiration.
		d) The security shall be reduced:
		i. pro rata by the portion of the Contract Price payable for any Subsystem(s) that has achieved Operational Acceptance, if permitted by the Contract Agreement, on the date of such Operational Acceptance; or
		ii. by the amount specified in the SCC, to reflect Operational Acceptance of the entire System, on the date of such Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.
14	Taxes and Duties	14.1 For Goods or Services supplied from outside Pakistan, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan. Any duties, such as importation or customs duties, and taxes and other levies, payable in Pakistan for the supply of Goods and Services from outside Pakistan are the responsibility of NBP unless these duties or taxes have been made part of the Contract Price in the Contract Agreement, in which case the duties and taxes will be the Supplier's responsibility.
		14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to NBP. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as applicable to or clearly identifiable on the invoices, and provided they apply in Pakistan, and only if these taxes, levies and/or duties are also excluded from the Contract Price in the Contract Agreement.
		14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Pakistan, NBP shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		14.4 For the purpose of the Contract Agreement, it is agreed that the Contract Price specified in the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) Days prior to the date of bid submission in Pakistan (also called "Tax" in this GCC clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract Agreement, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract Agreement, the parties shall come to an equitable understanding for payment of such taxes.

D. Intellectual Property

15	Copyright	15.1 The Intellectual Property Rights in all Standard Software and Standard Materials, Stationary/Cards shall remain vested in the owner of such rights.
		15.2 NBP agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC clause 16, except that

		additional copies of Standard Materials may be made by NBP for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) Days from receipt of a request for such Standard Materials.
		15.3 NBP's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC.
		15.4 NBP's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and Custom Materials or elements of the Custom Materials are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Contract Agreement (if any) shall, at the date of Contract Agreement or on creation of the rights (if later than the date of the Contract Agreement), vest in NBP. The Supplier shall perform and execute or arrange for the performance and execution of each necessary act, document, and thing that NBP may consider necessary or desirable to perfect the right, title, and interest of NBP in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of any right in such an item does not assert it, and the Supplier shall, if requested to do so by NBP and where permitted by applicable law, ensure that the holder of such a right waives it.
		15.5 The parties shall enter into such (if any) escrow arrangements in relation to the source code to some or all of the Software as are specified in the SCC and in accordance with the SCC or as specified in the Contract Agreement and if required execute a separate escrow agreement.
16	**Software License Agreements**	16.1 Except to the extent that the Intellectual Property Rights in the Software vest in NBP, the Supplier hereby grants to NBP license to access and use the Software, including all inventions, designs, and marks embodied in the Software (if provided to NBP under the Contract Agreement).
		a) Such license to access and use the Software shall be:
		i) nonexclusive;
		ii) fully paid up and irrevocable (except that it shall terminate if the Contract Agreement terminates under GCC clauses 41.1 or 41.3);
		iii) valid throughout the territory of the Pakistan (or such other territory as specified in the SCC and the Contract Agreement); and
		iv) subject to additional restrictions (if any) as specified in the SCC.
		b) permit the Software to be:
		i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary computer(s) is/ are inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
		ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is/ are within that class;
		iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on the other computers to the extent necessary to that access;
		iv) reproduced for safekeeping or backup purposes; customized, adapted, or combined with other computer software for use by NBP, provided that derivative software incorporating any substantial part of the

		delivered, restricted Software shall be subject to same restrictions as are set forth in the Contract Agreement;
		v) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and NBP may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary for the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract Agreement; and
		vi) disclosed to, and reproduced for use by, NBP and by such other persons as are specified in the SCC (and NBP may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in the Contract Agreement.
		16.2 The Standard Software may be subject to audit by the Supplier in accordance with the terms specified in the SCC to verify compliance with the above license agreements.
17	**Confidential Information**	17.1 Unless otherwise specified in the SCC, NBP and the Supplier ("the Receiving Party") shall each keep confidential and shall not, without the written consent of the other party to the Contract Agreement ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information"):
		a) furnished directly or indirectly by the Disclosing Party in connection with this Contract; or
		b) where the Supplier is the Receiving Party, generated by the Supplier in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of NBP or NBP's use of the System,
		c) whether such information has been furnished or generated prior to, during, or following termination of the Contract ("Confidential Information").
		17.2 Notwithstanding the above:
		a) the Supplier may furnish to its Subcontractor Confidential Information of NBP to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
		b) NBP may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,
		c) in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC clause 17 as if that person were party to the Contract Agreement in place of the Receiving Party.
		17.3 NBP shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without NBP's prior written consent, use any Confidential Information received from NBP for any purpose other than those that are required for the performance of the Contract Agreement.
		17.4 The obligation of a party under GCC clauses 17.1, 17.2, and 17.3 above, however, shall not apply to that information which:
		a) now or hereafter enters the public domain through no fault of the Receiving Party;
		b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
		c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
		17.5 The above provisions of this GCC clause 17 shall not in any way modify and

| | | undertaking of confidentiality given by either of the parties to the Contract Agreement prior to the data of the Contract Agreement in respect of the System or any part thereof. |
| | | 17.6 The provisions of this GCC clause 17 shall survive the termination, for whatever reason, of the Contract Agreement for three (3) Years or such longer period as may be specified in the SCC or the Contract Agreement. |

E. Supply, Installation, Testing, Commissioning and Acceptance of the System

18	Representatives	18.1 Project Manager:
		a) If the Project Manager is not named in the Contract Agreement, then NBP shall appoint and notify the Supplier in writing of the name of the Project Manager within the period specified in the Contract Agreement or as mutually agreed. The terms and conditions of appointment shall be specified in the Contract Agreement. The Project Manager shall have the authority to represent NBP on all day-to-day matters relating to the System or arising from the Contract Agreement. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract Agreement shall be given by the Project Manager, except as otherwise provided for in the Contract Agreement.
		b) All notices, instructions, information, and other communications given by the Supplier to NBP under the Contract Agreement shall be given to the Project Manager, except as otherwise provided for in the Contract Agreement.
		18.2 Supplier's Representative:
		a) If the Supplier's Representative is not named in the Contract Agreement, then the Supplier shall appoint the Supplier's Representative within the period specified in the Contract Agreement or as mutually agreed. The terms and conditions of appointment shall be specified in the Contract Agreement. The Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract Agreement.
		b) All notices, instructions, orders, certificates, approvals, and all other communications under the Contract Agreement shall be given by the Supplier's Representative, except as otherwise provided for in the Contract Agreement.
		c) The Supplier shall not revoke the appointment of the Supplier's Representative without NBP's prior written consent, which shall not be unreasonably withheld. If NBP consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative.
		d) The Supplier's Representative and staff are obliged to work closely with NBP's Project Manager and staff, act within their own authority, and abide by directives issued by NBP that are consistent with the terms of the Contract Agreement. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
		18.3 Objections and Removals:
		a) NBP may, by notice to the Supplier, object to any representative or person employed by the Supplier in the execution of the Contract Agreement who, in the reasonable opinion of NBP, may have behaved inappropriately, been incompetent, or negligent. NBP shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.
		b) If any representative or person employed by the Supplier is removed in accordance with the GCC and the Contract Agreement, the Supplier shall, where required, promptly appoint a replacement.
19	Project Plan	19.1 In close cooperation with NBP and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract Agreement. The

		contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
		19.2 The Supplier shall formally present the Project Plan to NBP in accordance with the procedure specified in the SCC.
		19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC clauses 39 and 40.
		19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Finalized Project Plan as agreed to by NBP and as per the Contract Agreement.
		19.5 The progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to NBP in the format and frequency specified in the Technical Requirements.
20	Subcontracting	20.1 The Supplier shall prepare a list of Subcontractors it considers necessary for the project and which are, in the opinion of the Supplier, qualified to perform the duties entrusted to them by the Supplier. The appointment of the Subcontractors by the Supplier shall be subject to the approval of NBP. A list of the Subcontractors and the items for which they may be hired shall be annexed to the Contract Agreement. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to NBP for its approval in sufficient time so as not to impede the progress of work on the System. NBP shall not withhold such approval unreasonably. Approval by NBP of a Subcontractor shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract Agreement.
		20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from the Subcontractors listed pursuant to GCC clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek NBP's prior approval under GCC clause 20.3.
		20.3 For items for which pre-approved Subcontractor lists have not been specified in the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided, it obtains NBP's written consent to such appointment.
21	Design and Engineering	21.1 Technical Specifications and Drawings:
		a) The Supplier shall execute the basic and detailed design and implementation activities necessary for successful installation of the System in compliance with the provisions of amongst others or provision of any material i.e. Plastic/Inventory, the Technical Requirements and the Contract Agreement or, where not so specified, in accordance with good industry practice.
		b) The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not based on inaccurate information furnished in writing to the Supplier by or on behalf of NBP.
		c) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, standards or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the NBP, by giving a notice of such disclaimer to the Project/Product Manager.
		21.2 Codes and Standards
		ii) Wherever references are made in the Contract Agreement or the GCC and the SCC to codes and standards in accordance with which the Contract Agreement shall be performed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) Days prior to date of bid submission shall apply unless otherwise specified in the SCC. During the performance of the Contract Agreement, any changes in such codes and standards shall be applied after approval

		by the NBP and shall be treated in accordance with GCC clause 39.3.
		21.3 Approval/Review of Technical Documents by the Project Manager.
		a) The Supplier shall prepare and furnish to the Project Manager, the documents as specified in the SCC for the Project Manager's approval or review. Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents. GCC clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for review only.
		b) Any document requiring the Project Manager's approval in accordance with GCC clause 21.3.1, shall be submitted to the Project Manager. The Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes.
		21.4 The Project/Product Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Technical Requirements, the Contract Agreement or that it is contrary to good industry practice.
		21.5 If the Project/Product Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC clause 21.3.5. The procedure set out in GCC clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.
		21.6 If any dispute or difference occurs between NBP and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the matter shall be referred for resolution in the manner provided in the Contract Agreement.
		21.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC clause 39 (Changes to the System) shall apply to such request.
22	**Procurement Delivery and Transport**	22.1 Subject to GCC clause 14.2, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.
		22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.
		22.3 Early or partial deliveries require the explicit written consent of NBP, which shall not be unreasonably withheld.
		22.4 Transportation:
		a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with NBP's instructions given to the Supplier and with the manufacturers' instructions.
		b) The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the price schedules, including the terms and conditions of the associated terms.
		c) Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to

obtain insurance from any eligible source country.

22.5 Unless otherwise specified in the SCC, the Supplier will provide NBP with shipping and other documents, as specified below:

22.5.1 For Goods supplied from outside the Pakistan: Upon shipment, the Supplier shall notify NBP and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to NBP by mail or courier, as appropriate, with a copy to the cargo insurance company:

   a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount.

   b) usual transportation documents;

   c) insurance certificate;

   d) certificate(s) of origin; and

   e) Estimated time and point of arrival in Pakistan and at the site.

22.5.2 For Goods supplied locally (i.e., from within the Pakistan):

   a) Upon shipment, the Supplier shall notify NBP by facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the NBP by courier:

   b) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;

   c) delivery note, railway receipt, or truck receipt;

   d) certificate of insurance;

   e) Estimated time of arrival at the site.

22.6 Customs Clearance

   a) Unless specified otherwise, the Supplier will bear responsibility for, and cost of, customs clearance into Pakistan in accordance with the particular conditions used for Goods supplied from outside the Pakistan.

   b) At the request of the Supplier, NBP will make available a representative or agent during the process of customs clearance in Pakistan for Goods supplied from outside Pakistan. In the event of delays in customs clearance that are not the fault of the Supplier, the Supplier shall be entitled to an extension in the time for achieving Operational Acceptance, pursuant to GCC clause 40;

23	**Product Upgrades**	23.1 At any point during performance of the Contract Agreement, should technical up gradation be introduced by the Supplier for the technical solution originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to NBP the latest versions of the available technical solutions having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC clause 39 (Changes to the System).
		23.2 At any point during performance of the Contract Agreement for technical solutions yet to be delivered, the Supplier will also pass on to NBP any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in Pakistan, pursuant to GCC clause 39 (Changes to the System).
		23.3 During performance of the Contract Agreement, the Supplier shall offer to NBP all new versions, releases, and updates of offered technical solution, as well as related documentation and technical support services, within thirty (30) Days of their availability from the Supplier to other clients of the Supplier in Pakistan, and no later than twelve (12) Months after they are released in the country of origin. In all such cases the costs shall be decided by mutual consent or in accordance with the Contract Agreement or any other related agreement between the parties.
		23.4 During the Warranty Period, unless otherwise specified in the SCC, the Supplier will provide, at no additional cost to NBP, all new versions, releases,

		and updates for the offered technical solution to be used in the System, within thirty (30) Days of their availability from the Supplier to other clients of the Supplier in the Pakistan, and no later than twelve (12) Months after they are released in the country of origin of the Software.
		23.5 NBP shall introduce all new versions, releases or updates of the offered technical solution within the time agreed in the Contract Agreement. The receipt of upgraded technical equipment's should not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the technical equipment previously in operation for as long as necessary to allow introduction of the new upgrades. NBP shall use all reasonable endeavours to implement any new upgrades as soon as practicable.
24	**Implementation, Installation and Other Services**	24.1 The Supplier shall provide all Services specified in the Contract Agreement and the Finalized Project Plan in accordance with the highest standards of professional competence and integrity.
		24.2 Prices charged by the Supplier for Services, if not included in the Contract Agreement, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Bid) and shall not exceed the prevailing rates charged by the Supplier to other clients in Pakistan for similar services.
25	**Inspection and Test**	25.1 NBP or its representative shall have the right to inspect and/or test any components of the offered technical solution, material or stationary, as specified in the Technical Requirements, to confirm their good working order/quality and/or conformity to the Contract Agreement at the point of delivery and/or at the Project/production Site.
		25.2 NBP and the Project/product Manager or their designated representatives shall be entitled to attend any such inspections and/or tests of the components, provided that NBP shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.
		25.3 Should the inspected or tested components fail to conform to the Contract Agreement NBP may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract Agreement requirements free of cost to the NBP.
		25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract Agreement, provided that the Supplier's reasonable costs and expenses incurred in carrying out of such inspection and/or test shall be reimbursable by NBP to the Supplier, provided that the tests are not required due to any breach of the Contract Agreement and the Technical Requirements by the Supplier. Further, if such inspection and/or test impede the progress of work on networking and/or the Supplier's performance of its other obligations under the Contract Agreement, due allowance will be made in respect of the time for achieving Operational Acceptance and the other obligations so affected at the discretion of NBP.
		25.5 If any dispute or difference of opinion shall arise between the parties in connection with or caused by an inspection and/or with regard to any hardware devices or technical equipment to be incorporated in the network that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC clause 6 (Settlement of Disputes).
26	**Installation of the System**	26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Finalized Project Plan, the Supplier shall notify NBP of the same in writing as provided/mentioned in the agreement.
		26.2 The Project Manager shall after receipt of the Supplier's notice under GCC clause 26.1, either issue an Installation certificate, stating that the hardware devices or technical equipment (if acceptance by major component or

		Subsystem is specified in the Contract), has achieved Installation by the date of the Supplier's notice under GCC clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability of the various hardware devices or technical equipment making up the network. The Supplier shall use all reasonable endeavours to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the network and, when in the Supplier's opinion, the network is ready for Commissioning and Operational Acceptance Testing, notify the NBP in writing, in accordance with GCC clause 26.1. The procedure set out in this GCC clause 26.2 shall be repeated, as necessary, until an Installation certificate is issued. 26.3
27	**Commissioning and Operational Acceptance**	27.1 Commissioning: 27.1.1 Commissioning of the network (or technical equipment if specified in the Contract Agreement) shall be commenced by the Supplier: a) immediately after the Installation certificate is issued by the Project Manager, pursuant to GCC clause 26.2; or b) as otherwise specified in the Technical Requirement or the Finalized Project Plan. 27.1.2 NBP shall supply the operating and technical materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. 27.2 Operational Acceptance Tests 27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the joint responsibility of NBP and the Supplier, and shall be conducted during Commissioning of the network unless specified otherwise in the Contract Agreement. The Operational Acceptance Tests shall be carried out, to ascertain whether the network (or technical equipment or hardware devices) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Finalized Project Plan. 27.2.2 At NBP's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System. 27.3 Operational Acceptance: 27.3.1 Subject to GCC clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when: a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Finalized Project Plan have been successfully completed; or b) After NBP has put the network into operation or use for sixty (60) consecutive Days. If the System is put into production or use in this manner, the Supplier shall notify NBP and document such use. 27.4 At any time after any of the events set out in GCC clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issuance of an Operational Acceptance certificate. 27.5 After consultation with NBP,, the Project Manager shall: a) Issue an Operational Acceptance certificate; or b) Notify the Supplier in writing of any defect or deficiencies or other

		reason for the failure of the Operational Acceptance Tests.
		27.6 The Supplier shall use all reasonable endeavours to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify NBP, and NBP, with the full cooperation of the Supplier, shall use all reasonable endeavours to promptly carry out retesting of the network or technical equipment or hardware devices. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify NBP of its request for Operational Acceptance certification, in accordance with GCC clause 27.3.3. NBP shall then issue the Operational Acceptance certification to the Supplier in accordance with GCC clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test.
		27.7 The procedure set out in this GCC clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance certificate is issued.
		27.8 If the technical solution provided fails to pass the Operational Acceptance Test(s) in accordance with GCC clause 27.2, then NBP may consider terminating the Contract, pursuant to GCC clause 41.2.2;
		27.9 Partial Acceptance:
		27.9.1 If specified in the Contract Agreement, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract Agreement relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC clause 27.8.2.
		27.9.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as a whole (if specified in the Contract Agreement) once all major components and Subsystems have been supplied, installed, tested, and commissioned.
		27.9.3 In the case of minor components (if applicable) for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) Days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by NBP or the Supplier.

F. Guarantees and Liabilities

28	Operational Acceptance Time Guarantee	28.1 The Supplier guarantees that it shall supply, and complete the Installation and Commissioning of the System (or Subsystems, if specified in the Contract), material/Plastic and achieve Operational Acceptance of the System (or Subsystems, if specified in the Contract) within the time periods specified in the implementation schedule in the Technical Requirements section and/or the Finalized Project Plan pursuant to GCC clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC clause 40 (Extension of Time for Achieving Operational Acceptance).
		28.2 If the Supplier fails to supply standard material/stationary, install, commission, and achieve Operational Acceptance of the System (or Subsystems if specified in the Contract Agreement) within the time for achieving Operational Acceptance specified in the implementation schedule in the Technical Requirement or the Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to NBP, liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance.
		28.3 The aggregate amount of such liquidated damages shall not exceed the amount specified in the Contract Agreement (if any). Once the maximum (if any) is reached, NBP may consider termination of the Contract Agreement, pursuant to GCC clause 41.2.2.
		28.4 Unless otherwise specified in the SCC or the Contract Agreement, liquidated damages payable under GCC clause 28.2 shall only apply to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the implementation schedule in the Technical Requirements and/or Finalized Project Plan. This clause 28.3 shall not limit any other rights or remedies that NBP may have under the Contract Agreement for other delays.
		28.5 The payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any of its other obligations and liabilities under the Contract Agreement.
29	Defect Liability	29.1 The Supplier warrants that the provided technical solution along with the materials, and other Goods supplied and Services provided, shall be free from defects in design, engineering, Materials, and workmanship that prevents the System and/or any of its components from fulfilling the Technical Requirements or that limits, in a material fashion, the performance, reliability, or extensibility of the System and/or Subsystems. Exceptions and/or limitations, if any, to this warranty with respect to hardware or technical equipment, shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract Agreement shall apply to the extent that they do not conflict with the provisions of this Contract Agreement.
		29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract Agreement are new, unused, and incorporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.
		29.3 In addition, the Supplier warrants that:
		a) all hardware components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines,
		b) they have been previously released to the market, and
		c) those specific items identified in the SCC (if any) have been in the market for at least the minimum periods specified in the SCC.
		29.4 The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract Agreement) and shall extend for the length of time specified in the SCC and the Contract Agreement.
		29.5 If during the Warranty Period, any defect as described in GCC clause 29.1 should be found in the design, engineering, Materials, and workmanship of the provided technical solution and other hardware supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with NBP regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good, such defect as well as any damage to the System

caused by such defect. Any defective technical solution or other hardware that has/ have been replaced by the Supplier shall remain the property of the Supplier.

29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect or of any damage to the System arising out of or resulting from any of the following causes:

a) Improper operation or maintenance of the System by NBP;

b) Normal wear and tear;

c) Use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or

d) Modifications made to the System by NBP, or a third party, not approved by the Supplier.

29.7 The Supplier's obligations under this GCC clause 29 shall not apply to:

a) Any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

b) Any designs, specifications, or other data designed, supplied, or specified by or on behalf of NBP or any matters for which the Supplier has expressly disclaimed responsibility, in accordance with GCC clause 21.1.2 and in the Contract Agreement.

29.8 NBP shall promptly notify the Supplier of a defect following the discovery of such defect, stating the nature of any such defect together with all available evidence. NBP shall afford all reasonable opportunity for the Supplier to inspect any such defect. The NBP shall afford the Supplier all necessary access to the System and the Project Site to enable the Supplier to perform its obligations under this GCC clause 29.

29.9 The Supplier may, with NBP's consent, remove from the Project Site, any technical solution and other hardware or technical equipment that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the Project Site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, NBP may give the Supplier notice requiring tests of the defective part to be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

29.10 If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the NBP and the Supplier.

29.11 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period specified in the SCC, NBP may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by NBP in connection with such work shall be paid to NBP by the Supplier or may be deducted by NBP from any due payment to the Supplier or claimed under the Performance Security.

29.12 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by NBP because of such defect and/or making good of such defect.

29.13 Items substituted for defective parts of the System during the Warranty Period shall be covered by the defect liability warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) Months, whichever is greater. At the request of NBP and without prejudice to any other rights and remedies that NBP may have against the Supplier under the Contract Agreement, the Supplier will offer all possible assistance to NBP to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of NBP of the benefit of any warranties given by such producers or licensors to the Supplier.

29.14 The Supplier guarantees that once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to NBP's requirements set forth in the Technical Requirements and it conforms to all other

		aspects of the Contract Agreement. The Supplier acknowledges that GCC clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract Agreement requirements will be determined.
		29.15 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract Agreement, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify NBP upon completion of the necessary changes, modifications, and/or additions and shall request NBP to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
		29.16 If the System (or Subsystem(s)) fails to achieve Operational Acceptance, NBP may consider termination of the Contract Agreement, pursuant to GCC clause 41.2.2, and forfeiture of the Supplier's performance security as compensation for the extra costs and delays likely to result from this failure.
30	**Functional Guarantee**	30.1 The Supplier guarantees that once the Operational Acceptance Certificate(s) has been issued, the System/supply of material to NBP's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract Agreement. The Supplier acknowledges that GCC clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System, Material to the Contract Agreement requirements will be determined.
		30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract Agreement, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify NBP upon completion of the necessary changes, modifications, and/or additions and shall request NBP to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
		30.3 If the System (or Subsystem(s)) fails to achieve Operational Acceptance, NBP may consider termination of the Contract Agreement, pursuant to GCC clause 41.2.2, and forfeiture of the Supplier's performance security as compensation for the extra costs and delays likely to result from this failure.
31	**Intellectual Property Rights Warranty**	31.1 The Supplier hereby represents and warrants that:
		a) The System. Material, inventory as supplied, installed, tested, and accepted;
		b) Use of the System in accordance with the Contract Agreement; and
		c) Copying of the Software and Materials provided to NBP in accordance with the Contract Agreement; do not and will not infringe any Intellectual Property Rights held by any third party, and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract Agreement, and for NBP to own or exercise all Intellectual Property Rights as provided in the Contract Agreement. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

32	Intellectual Property Rights Indemnity	32.1 The Supplier shall indemnify and hold harmless NBP and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that NBP or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:
		a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the Project Site is located;
		b) copying of the Software and Materials provided by the Supplier in accordance with the Contract Agreement or any agreement with the Supplier relating to licensing; and
		c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the NBP 's breach of GCC clause 32.2.
		32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose reflected in the Contract Agreement, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.
		32.3 Such indemnities shall also not apply if any claim of infringement:
		a) is a direct result of a design mandated by NBP's Technical Requirements and the possibility of such infringement has been notified in writing to NBP in the Supplier's Bid; or
		b) Results from the alteration of the System, including the Materials without authorization of the Supplier, by NBP or any persons other than the Supplier or a person authorized by the Supplier.
		32.4 If any proceedings are brought or any claim is made against NBP arising out of the matters referred to in GCC clause 32.1, NBP shall promptly notify the Supplier of such proceedings or claims, and the Supplier may at its own expense and in NBP's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
		32.5 If the Supplier fails to notify its intention to conduct any such proceedings or claim to NBP within twenty-eight (28) Days after receipt of such notice, then NBP shall be free to conduct the same on its own behalf. Unless the Supplier fails to notify NBP within the twenty-eight (28) Days, NBP shall make no admission that may be prejudicial to the defence of any such proceedings or claim. NBP shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in doing so.
		32.6 NBP shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with the Contract Agreement by NBP or any persons (other than the Supplier) contracted by NBP, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC clause 32.8.
		32.7 Such indemnity shall not cover any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract Agreement, or any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or in combination with any other Goods or Services not provided by NBP or any other person contacted by NBP, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.
		32.8 Such indemnities shall also not apply:
		a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of

		the Supplier's organization;
		b) to the extent that any claim of infringement caused by the alteration by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by NBP or any persons contracted by NBP.
		32.9 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC clause 32.5, the Supplier shall promptly notify NBP about such proceedings or claims, and NBP may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If NBP fails to notify the Supplier within twenty-eight (28) Days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless NBP has failed to notify the Supplier within the twenty-eight (28) Days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at NBP's request, afford all available assistance to NBP in conducting such proceedings or claim and shall be reimbursed by the NBP for all reasonable expenses incurred in so doing.
33	**Limitation of Liability**	33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:
		a) the Supplier shall not be liable to NBP , whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to NBP; and
		b) the aggregate liability of the Supplier to NBP, whether under the Contract, in tort or otherwise, shall not exceed the amount specified in the Contract Agreement (if any), provided that this limitation shall not apply to any obligation of the Supplier to indemnify NBP with respect to intellectual property rights infringement.

G. Risk Distribution

34	**Transfer of Ownership**	34.1 Unless provided otherwise in the Contract Agreement, with the exception of Software and Materials, the ownership of the technical solution and other Goods shall be transferred to NBP at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
		34.2 The ownership and terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC clause 15 (Copyright) and any elaboration in the Technical Requirements.
		34.3 Unless provided otherwise in the Contract Agreement the ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract Agreement shall remain with the Supplier or its Subcontractors.
35	**Care of the System**	35.1 NBP shall become responsible for the care and custody of the System or Subsystems, material, Inventory upon their Delivery. NBP shall make good at its own cost any loss or damage that may occur to the System or Subsystems due to any reason from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC clause 27 (Commissioning and Operational Acceptance), except for such loss or damage arising from acts or omissions of the Supplier, its employees, or Subcontractors.
		35.2 NBP shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If NBP requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at NBP's cost in accordance with GCC clause 39. If NBP does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned,
		35.3 NBP shall either request a change in accordance with GCC clause 39, excluding

		the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, NBP shall terminate the Contract Agreement.
		35.4 NBP shall be liable for any loss of or damage to the Supplier's Equipment which (if) NBP has authorized to locate within NBP's premises for use in fulfillment of the Supplier's obligations under the Contract Agreement, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or Subcontractors.
36	**Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**	36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Pakistan. Subject to GCC clause 36.3, the Supplier shall indemnify and hold harmless NBP and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that NBP or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, Installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of NBP , its contractors, employees, officers, or agents.
		36.2 If any proceedings are brought or any claim is made against NBP that might subject the Supplier to liability under GCC clause 36.2, NBP shall promptly notify the Supplier of such proceedings or claims, and the Supplier may at its own expense and in NBP's name, conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify NBP within twenty-eight (28) Days after receipt of such notice that it intends to conduct any such proceedings or claim, then NBP shall be free to conduct the same on its own behalf. Unless the Supplier has failed to notify NBP within the twenty-eight (28) day period, NBP shall make no admission that may be prejudicial to the defence of any such proceedings or claim. NBP shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
		36.3 NBP shall take all reasonable measures to mitigate any loss or damage that has occurred.
37	**Insurance**	37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract Agreement, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of NBP, which approval shall not be withheld unreasonably.
		37.2 Cargo Insurance During Transport: As applicable, 110 percent of the price of the technical solution or hardware or technical equipment and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.
		37.3 Installation "All Risks" Insurance: As applicable, 110 percent of the price of the technical solution or hardware or technical equipment and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.
		37.4 Third-Party Liability Insurance: On terms, as specified in the SCC, covering bodily injury or death suffered by third parties (including NBP's personnel) and loss of or damage to property (including NBP 's property and any Subsystems that have been accepted by NBP) occurring in connection with the supply and installation of the technical solution or hardware or technical equipment.
		37.5 Automobile Liability Insurance: In accordance with the statutory requirements prevailing in Pakistan, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection

		with the performance of the Contract Agreement.
		37.6 Other Insurance (if any), as specified in the SCC or the Contract Agreement
		37.7 NBP shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured (subject to the Subcontractors having an insurable interest) under all insurance policies taken out by the Supplier pursuant to GCC clause 37.1 except for Cargo Insurance During Transport. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract Agreement shall be waived under such policies.
		37.8 The Supplier shall deliver to NBP certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.
		37.9 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract Agreement, unless such Subcontractors are covered by the policies taken out by the Supplier.
		37.10 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC clause 37, NBP may take out and maintain in effect any such insurance, and may from time to time deduct from any amount due the Supplier under the Contract Agreement, any premium that NBP shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.
		37.11 Unless otherwise provided in the Contract Agreement, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC clause and all money payable by any insurers shall be paid to the Supplier. NBP shall give to the Supplier, all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which NBP's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of NBP. With respect to insurance claims in which the Supplier's interest is involved, NBP shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.
38	Force Majeure	38.1 Force Majeure" shall mean any event beyond the reasonable control of NBP or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
		a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
		b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
		c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act, of any local state or national government authority;
		d) epidemics, quarantine, and plague;
		e) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster.
		38.2 If either party is prevented, hindered, or delayed from performing any of its obligations under the Contract Agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) Days after the occurrence of such event.
		38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract Agreement for so long as the relevant event of Force Majeure continues and to the extent

that such party's performance is prevented, hindered, or delayed. The time for achieving Operational Acceptance shall be extended in accordance with GCC clause 40 (Extension of Time for Achieving Operational Acceptance).

38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract Agreement and to fulfill its or their obligations under the Contract Agreement, but without prejudice to either party's right to terminate the Contract Agreement under GCC clause 38.6.

38.5 No delay or nonperformance by either party to this Contract Agreement caused by the occurrence of any event of Force Majeure shall:

a) Constitute a default or breach of the Contract Agreement;

b) Subject to GCC clauses 35.2, 38.3, and 38.4, give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance; if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

38.6 If the performance of the Contract Agreement is substantially prevented, hindered, or delayed for a single period of more than sixty (60) Days or an aggregate period of more than one hundred and twenty (120) Days on account of one or more events of Force Majeure during the time period covered by the Contract Agreement, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract Agreement by giving a notice to the other.

38.7 In the event of termination pursuant to GCC clause 38.6, the rights and obligations of NBP and the Supplier shall be as specified in GCC clauses 41.1.2 and 41.1.3.

H. Change in Contract Elements

39	Changes to the System	39.1	Introducing a Change:

39.1 Introducing a Change:

a) Subject to GCC clauses 39.2.5 and 39.2.7, NBP shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract Agreement to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract Agreement.

b) A Change may involve, but is not restricted to, the substitution of updated technical solution and related Services in accordance with GCC clause 23 (Product Upgrades).

39.1.2 The Supplier may, from time to time during its performance of the Contract Agreement propose to NBP (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The NBP may at its discretion approve or reject any Change proposed by the Supplier.

39.1.3 Notwithstanding GCC clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract Agreement shall be deemed to be a Change, and such change shall not result in any adjustment of the time for Achieving Operational Acceptance.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Forms section in the Bidding Documents.

39.1.5 Moreover, NBP and the Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from NBP:

39.2.1 If NBP proposes a Change pursuant to GCC clauses 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

    a) Brief description of the Change;

    b) Impact on the time for achieving Operational Acceptance;

    c) Detailed estimated cost of the Change;

    d) Effect on Functional Guarantees (if any);

    e) Effect on any other provisions of the Contract Agreement.

39.2.2 Prior to preparing and submitting the "Change Proposal," the Supplier shall submit to the Project Manager a "Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, NBP shall do one of the following:

    a) Accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

    b) Advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;

    c) Advise the Supplier that NBP does not intend to proceed with the Change.

39.2.3 Upon receipt of NBP's instruction to proceed under GCC clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which, if NBP and the Supplier have not reached an agreement in accordance with GCC clause 39.2.6, then GCC clause 39.2.7 shall apply.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract Agreement. If the nature of the Change is such that the Contract Agreement rates and prices are inequitable, the parties to the Contract Agreement shall agree on other specific rates to be used for valuing the Change.

39.2.5 The Supplier shall give an initial estimate of the cost for the Change Proposal. This initial estimate shall be at no extra cost or fee to NBP. If the initial estimate of the cost of the Change Proposal increases the Contract Price as originally set forth in the Contract Agreement by more than fifteen (15) percent, the Supplier shall notify NBP of the said increase in the Contract Price. If NBP accepts the Supplier's notification, NBP shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance. The Supplier shall not under any circumstances proceed further in the matter until it has notified NBP as aforesaid and if the Supplier does proceed with such a Change Proposal then it shall bear its own costs if NBP rejects the Change Proposal on the grounds that it exceeds 15 percent of the Contract Price.

39.2.6 Upon receipt of the Change Proposal, NBP and the Supplier shall mutually agree upon all matters contained in the Change Proposal. NBP shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If NBP is unable to reach a decision within a reasonable time, it shall notify the Supplier with details of when the Supplier can expect a decision. If NBP decides not to proceed with the Change for whatever reason, it shall notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC clause 39.2.2.

39.2.7 If NBP and the Supplier cannot reach an agreement on the price for the Change, an equitable adjustment to the time for achieving Operational Acceptance, or any other matters identified in the Change Proposal, the

		Change will not be implemented. However, this provision does not limit the rights of either party under GCC clause 6 (Settlement of Disputes).
		39.3 Changes Originating from Supplier If the Supplier proposes a Change pursuant to GCC clause 39.1.2, the Supplier shall submit to the Project Manager, a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC clauses 39.2.5, 39.2.6 and 39.2.7, except that the words "Change Proposal" shall be read, for the purposes of this GCC clause 39.3.1 as "Application for Change Proposal." However, should NBP choose not to proceed or NBP and the Supplier cannot come to an agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless specified otherwise in the Contract Agreement.
40	**Extension of Time for Achieving Operational Acceptance**	40.1 The time(s) for achieving Operational Acceptance specified in the implementation schedule shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract Agreement due to any of the following reasons:
		a) Any Change in the System as provided in GCC clause 39 (Change in the Solution);
		b) Any occurrence of Force Majeure as provided in GCC clause 38 (Force Majeure); Default of NBP; or
		c) Any other matter specifically mentioned in the Contract Agreement; by such period as shall be fair and reasonable in all the circumstances and shall fairly reflect the delay or impediment sustained by the Supplier.
		40.2 Except where otherwise specifically provided for in the Contract Agreement, the Supplier shall submit to the Project Manager a notice of a claim for extension of time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, NBP and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept NBP's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC clause 6.
		40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract Agreement.
41	**Termination**	41.1 Termination at NBP's convenience:
		41.1.1 NBP may at any time terminate the Contract Agreement for any reason by giving the Supplier a notice of termination that refers to this GCC clause 41.1.1.
		41.1.2 Upon receipt of the notice of termination under GCC clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination:
		a) Cease all further work, except for such work as NBP may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
		b) Terminate all subcontracts, except those to be assigned to NBP pursuant to GCC clause 41.1.2 (d) (ii) below;
		c) Remove the Supplier's Equipment other than Card hosting system/Card Management system & its allied Software & Hardware from the site in its entirety, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
		d) In addition, the Supplier, subject to the payment specified in GCC clause 41.1.3, shall:

i) Deliver to NBP, the parts of the System, any material, stationary executed by the Supplier up to the date of termination;

ii) To the extent legally possible, assign to NBP all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by NBP, in any subcontracts concluded between the Supplier and its Subcontractors;

iii) Deliver to NBP all non-proprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3   In the event of termination of the Contract Agreement under GCC clause 41.1.1, NBP shall pay to the Supplier the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination.

41.2 Termination for Supplier's Default:

41.2.1   NBP, without prejudice to any other rights or remedies it may possess, may terminate the Contract Agreement forthwith in the following circumstances by giving a notice of termination and its reasons to the Supplier, referring to this GCC clause 41.2:

a) If the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

b) If the Supplier assigns or transfers the Contract Agreement or any right or interest therein in violation of the provision of GCC clause 42 (Assignment); or

c) if the Supplier, in the judgment of NBP, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract Agreement, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer the hardware, or materials provided under this Contract Agreement.

d) For the purposes of this clause:

i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NBP, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NBP of the benefits of free and open competition.

41.2.2   If the Supplier:

a) has abandoned or repudiated the Contract Agreement;

b) has without valid reason failed to commence work on the System promptly;

c) persistently fails to execute the Contract Agreement in accordance with the Contract Agreement or persistently neglects to carry out its obligations under the Contract Agreements without just cause;

d) refuses or is unable to provide sufficient Materials, Services, or labour to execute and complete the System in the manner specified in the Finalized Project Plan furnished under GCC clause 19 at rates of progress that give reasonable assurance to NBP that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance;

e) Then NBP may, without prejudice to any other rights it may possess under the Contract Agreement, give a notice to the Supplier stating the

nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or take steps to remedy the same within the time specified by NBP, then NBP may terminate the Contract Agreement forthwith by giving a notice of termination to the Supplier that refers to this GCC clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

a) Cease all further work, except for such work as NBP may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;

b) Terminate all subcontracts, except those to be assigned to NBP pursuant to GCC clause 41.2.3 (d) below;

c) Deliver to NBP the parts of the System executed by the Supplier up to the date of termination;

d) To the extent legally possible, assign to NBP all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by NBP, in any subcontracts concluded between the Supplier and its Subcontractors;

e) Deliver to NBP all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 NBP may enter upon the Project Site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as NBP thinks appropriate, NBP shall give notice to the Supplier that the Supplier's Equipment will be returned to the Supplier at or near the Project Site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the Project Site.

41.2.5 Subject to GCC clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination. Any sums payable to NBP from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under the Contract Agreement.

41.2.6 If NBP completes the System, the cost of completing the System by NBP shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC clause 41.2.5, plus the reasonable costs incurred by NBP in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due, the Supplier, under GCC clause 41.2.5, shall pay the balance to NBP, and if such excess is less than the sums due the Supplier under GCC clause 41.2.5, NBP shall pay the balance to the Supplier. NBP and the Supplier shall agree in writing on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier:

41.3.1 If NBP has failed to pay the Supplier any sum due under the Contract Agreement within the specified period, without just cause, or commits a substantial breach of the Contract Agreement, the Supplier may give a notice to NBP that requires payment of such sum with interest on this sum as stipulated in GCC clause 12.3, or specifies the breach and requires NBP to remedy the same, as the case may be. If NBP fails to pay such sum together with such interest, or fails to remedy the breach or take steps to remedy the breach, then the Supplier may give notice to NBP of such events, and if NBP has failed to pay the outstanding sum, or to remedy the breach, the Supplier may give a further notice to NBP referring to this GCC clause 41.3.1, forthwith terminating the Contract Agreement.

41.3.2 The Supplier may terminate the Contract Agreement immediately by giving a notice to NBP to that effect, referring to this GCC clause 41.3.2, if NBP becomes bankrupt or insolvent, has a receiving order issued against it,

		compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if NBP takes or suffers any other analogous action in consequence of debt. Provided however, that a merger, amalgamation, reorganization or reconstruction of NBP shall not give any right for termination of the Contract Agreement.
		41.3.3 If the Contract is terminated under GCC clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:
		a) Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
		b) Terminate all subcontracts, except those to be assigned to NBP pursuant to clause 41.3.3 (d) (ii);
		c) Remove all Supplier's Equipment (if any) from the site except Hardware/Software installed/deployed in NBP Premises and repatriate the Supplier's and its Subcontractor's personnel from the site.
		d) In addition, the Supplier, subject to the payment specified in GCC clause 41.3.4, shall:
		i) Deliver to NBP the parts of the System executed by the Supplier up to the date of termination;
		ii) To the extent legally possible, assign to NBP all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by NBP, in any subcontracts concluded between the Supplier and its Subcontractors;
		iii) To the extent legally possible, deliver to NBP all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.
		iv) To the extent legally possible, deliver/Handover to NBP all Hardware & Software implemented/Deployed/installed. material in site of NBP
		41.3.4 If the Contract is terminated under GCC clauses 41.3.1 or 41.3.2, NBP shall pay to the Supplier all payments specified in GCC clause 41.1.3.
		41.3.5 Termination by the Supplier pursuant to this GCC clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC clause 41.3.
		41.4 In this GCC clause 41, the expression "portion of the System executed" shall include all work executed, Services and technical solution provided, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.
		41.5 In this GCC clause 41, in calculating any money due from NBP to the Supplier, account shall be taken of any sum previously paid by NBP to the Supplier under the Contract Agreement, including any advance payment paid pursuant to the SCC.
42	**Assignment**	41.6 Neither NBP nor the Supplier shall, without the prior written consent of the other, assign to any third party (excluding the successors in interest of NBP) the Contract Agreement or any part thereof, or any right, benefit, obligation, or interest therein or there under.

5. SPECIAL CONDITIONS OF CONTRACT (SECTION-V)
_____

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract and in the case of a conflict between the SCC and the terms of a Contract Agreement (as defined in the SCC) the terms of the Contract Agreement shall prevail. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. CONTRACT AND INTERPRETATION

1. Definitions (GCC Clause 1)

GCC 1.1. (e) (i)	The Country is Pakistan
GCC 1.1. (e) (iii)	The Project Site is NBP Head Office.
GCC 1.1. (e) (x)	The Contract Agreement shall continue for consecutive (3) Three years (Extendable) in force until the technical solution and all the Services have been provided or unless the Contract Agreement is terminated earlier in accordance with the terms set out in the Contract Agreement*.

3. Interpretation (GCC Clause 3)

GCC 3.1.1	The language of the Contract Agreement, all correspondence and communications to be given and all other documentation to be prepared and supplied under the Contract Agreement not otherwise specified in the Technical Requirements shall be **English**.

4. Notices (GCC Clause 4)

GCC 4.1	Unless specified otherwise in the Contract Agreement, notices shall be addressed to: **Haider Ali Isani,** SVP, Division Head Logistics Communication & Marketing Group National Bank of Pakistan Head Office 3rd Floor I.I. Chundrigar Road, Karachi.

5. Governing Law (GCC Clause 5)

GCC 5.1	The Contract shall be solely interpreted and governed in accordance with the substantive and procedural laws of *Islamic Republic of Pakistan* which shall include but not be limited to the directives and circulars of the State Bank of Pakistan which may be issued from time to time.

6. Settlement of Disputes (GCC Clauses 6)

GCC 6.2.3	In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with Arbitration Act of 1940.

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System (GCC Clause 7)

GCC 7.3	Delivery on time and follow all terms and conditions as per Section-X – Delivery Schedule.

8. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work and supply the Systems as per the Contract Agreement and Purchase Order Terms and Conditions (if any)
GCC 8.2	Operational Acceptance certificate is to be issued by NBP.

9. Supplier's Responsibilities (GCC Clause 9)

GCC 9.9	The Supplier shall have the following additional responsibilities:
	1) As specified in the Section-VI: Technical Requirements.
	2) State Bank of Pakistan and PPRA regulatory compliance for all applicable services offered by Supplier.
	3) Compliance with information security standards as specified by NBP and the State Bank of Pakistan (if any).
	4) Obtain required security clearance from the concerned authorities for their authorized staff, to keep services operational 24x7.
	5) Immediate reporting of any fraudulent activity, tampering or events noticed, or observed by Supplier at any site / locations managed or supported by Supplier under the Contract Agreement.

10. NBP's Responsibilities (GCC Clause 10)

GCC 10.7	NBP shall have no additional responsibilities

C. PAYMENT

12. Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), NBP shall pay the Contract Price to the Supplier in the manner specified in the Contract Agreement.
GCC 12.3	NBP shall not pay to the Supplier interest on the delayed payments.

13. Securities (GCC Clause 13)

GCC 13.2	Not applicable
GCC 13.3	The amount of performance security, as a percentage of the Contract Price, shall be 10%, which will be released after thirty (30) days of completion of the contract. The currency of the performance security shall be Pak Rupees.

14. Taxes and Duties (GCC Clause 14)

GCC 14	Bids must be inclusive of all applicable taxes, duties and levies etc.

D. INTELLECTUAL PROPERTY

15. Copy Right

GCC 15	Intellectual Property Rights in all Custom Software and Custom Materials as specified in the Contract Agreement.

16. Software License Agreement

GCC 16	Reproduce SW for safekeeping or backup purposes Supplier hereby grants to NBP license to access and use the Software, including all inventions, designs, and marks embodied in the Software

17. Confidential Information (GCC Clause 17)

GCC 17.1	There are no modifications to the confidentiality terms expressed in GCC Clause 17.1
GCC 17.6	The provisions of this GCC clause 17 shall survive the termination of the Contract Agreement for the duration provided in the Contract Agreement.

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND ACCEPTANCE OF THE SYSTEM

18. Representatives (GCC Clause 18)

GCC 18	As per the GCC
GCC 18.2.2	As per the GCC

19. Project Plan (GCC Clause 19)

GCC 19.1	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Finalized Project Plan as agreed to by NBP and the Contract Agreement

22. Procurement, Delivery and Transport (GCC Clause 22)

GCC 22.5	The Supplier shall provide NBP with shipping and other documents as specified in the GCC.

23. Product Upgrades (GCC Clause 23)

GCC 23.4	The Supplier shall provide NBP with all new versions, releases, patches and updates to all Standard, or procured Software during the Warranty/Post Warranty & Contract Agreement Periods at no cost as specified in the GCC.

24. Implementation, Installation and Other Services (GCC Clause 24)

GCC 24	Details to be mutually agreed between NBP and Supplier at the contracting stage (Proposed conditions to be submitted as part of the proposal) applicable to GCC Clause 24.

26. Installation of the System (GCC Clause 26)

GCC 26	Installation for commissioning requires issuance of certificate by NBP and successful installation is not achieved unless NBP puts Systems in production.

27. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	As per GCC
GCC 27.2.2	As per GCC

F. Guarantees and Liabilities

28. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	Liquidated damages shall be payable at a mutual agreed rate (if required)
GCC 28.3	Liquidated damages shall be assessed at the sole option of NBP at agreed milestones, such as Delivery, Installation, etc.

29. Defect Liability Guarantee (GCC Clause 29)

GCC 29.1	There shall be no exceptions or limitations to the Supplier's warranty obligations for Software.

4. SPECIAL CONDITIONS OF CONTRACT (SECTION-V)

GCC 29.4	The Warranty Period shall begin from the date of Operational Acceptance of the Systems or subsystems or as stated in RFP/Bidding documents.
GCC 29.10	During the Contract Period, the Supplier must commence the work necessary to remedy defects or damage within the time lines specified in the RFP and/or mutually agreed between NBP and Supplier from time to time, not exceeding prompt response within the timelines specified in the Contract Agreement. If not specified in the Contract Agreement, the response time shall not exceed 24 hours of notification by NBP or such other longer period as NBP may specify in writing.

F. RISK DISTRIBUTION

37. Insurance (GCC Clause 37)

GCC 37.1 (c)	Insurance will be the responsibility of the Supplier till the System is deployed.

G. CHANGE IN CONTRACT ELEMENTS

41. Termination (GCC Clause 41)

GCC 41	Either of the Parties can terminate the Contract Agreement, other than by reason of breach or non-performance or non-compliance after giving 180 calendar Days advance notice in writing (without assigning any reason).

National Bank of Pakistan					
Procurement of WhatsApp Business API Service					
Bidder Qualification Requirement					
Tender ID:					
Note: All participating bidders are advised to thoroughly review Evaluation Criteria before providing their responses against below mentioned requirements.					
#	Requirements	Priority	Means of Verification	Availa bility Respo nse	Bidder Response and/or proposal Referenc e (Section/ Page No.)
				(Y/N/ C)	
	Bidder Qualification Requirement				
1	Certificate of Company/Firm Registration / Incorporation under the laws of Pakistan	High	Documentar y evidence needs to be provided		
2	Income Tax Registration Certificate for at least 3 years in business	High	Documentar y evidence		

			needs to be provided		
3	Valid General Sales Tax Registration (Status = Active with FBR)	High	Documentary evidence needs to be provided		
4	ISO Certification (9001, 27001) of Company.	High	Documentary evidence needs to be provided		
5	Should have office/presence and provide support in at least one out of the three major cities of Pakistan (viz Karachi, Lahore, and Islamabad).	High	Documentary evidence needs to be provided		
6	Bidder must have direct partnership with the WhatsApp of the proposed WhatsApp Business API Service and also must provide latest Business Solution Provider (BSP) Authorization Form from WhatsApp as per the requirements (guarantee, warranty and maintenance) stated in the specimen attached in Annexure - VI Standard Bidding Document.	High	Documentary evidence (i.e. WhatsApp BSP Certificate) needs to be provided. Resellers of WhatsApp Business Solution Provider (BSPs) will not be entertained		
7	At least 6 months' experience in the field of providing WhatsApp Business Solution API Services in Pakistan. Bidder should also provide undertaking for the same.	High	Documentary evidence needs to be provided regarding the experience (Undertaking on stamp paper, Purchase order /work order/agreements only)		
8	Audited Profit & Loss (Income Statement) showing Sale volume of company of at least Rs. 5 Million in each last 2 years. In case if last year audited statement is not available then Bidder should provide letter from company's CFO or senior management staff confirming that Sale Volume of company is at least Rs. 5 Million in last year.	High	Audited Statement to be provided		
9	Bidder should provide an undertaking on non-judicial stamp paper stating that "the bidder's company 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 lawsuits in this regard either current	High	Undertaking to be provided		

	or pending." **(The undertaking on legal paper provided by the bidder must cover all points mentioned in the statement above)**				
10	Bidder should submit details of team that would be responsible for designing, development/customization/integration, implementation, User Acceptance Testing, Training, Operations and Maintenance phases of WhatsApp Business API. Bidder Firm must ensure that end-to-end Solution Implementation phases are led by Subject Matter Expert. Proposed team for Solution Implementation must comprise of at least 3 resources, and having experience of executing similar projects. CVs/Resumes along with professional certificates (if any) shall be submitted.	High	Team Details to be provided		
11	Bidder should not be already engaged for any assignment pertaining to the development and implementation of critical systems of bank which by its nature be in conflict with the WhatsApp Business Solution API Services. Bidder should provide a list of services for which they are engaged with NBP for projects and other assignments pertaining to development and implementation of critical systems of bank, if any, in order to establish and avoid the conflict of interest element. If any conflict found, the bank reserves the right to disqualify the bidder.	High	Details of Existing Engagement with NBP (if applicable)		
12	In full compliance of the Execution/Delivery Schedule mentioned in tender document (Duly signed and stamped undertaking of same on company's letterhead).	High			
	Project Scope & Capacity				
13	Bidder will be responsible to provide complete solution (including all software, hardware and licenses, updates etc.) for the requirements mentioned of the proposed solution with managed services. Bidder will be responsible for the replacement and maintenance of all the software/hardware for the proposed solution during the contract period. any additional cost so incurred during the contract period will be borne by the bidder. In case of cloud based deployment, the subscription will include all software and hardware requirements. But in case of on-premises deployment, procurement of hardware, servers and all associated software licenses will be the responsibility of the Bank. **(Undertaking for above mention requirement must be provided with proper reference (page No) in the proposal)**	High			
14	Bidder will be responsible for the complete implementation of the proposed solution. Bidder must also ensure and confirm that the quoted price are in line with the standard rates in the market. **Bidder to provide acknowledgment/ undertaking for this requirement**	High			

15	Bidder may involve the NBP team during deployment/implementation phase and pass on the complete configuration document after implementation. **Bidder to provide acknowledgment/ undertaking for this requirement**	Low			
	Warranty, Support and Maintenance (24x7x365) of the Proposed Solution				
17	Bidder must provide comprehensive support offering including Phone Support, Email Support, and Online customer portal to access patches, upgrades new version support and via online download or other methods. **(Undertaking must be provided with proper reference (page No) in the proposal)**	High			
	Documentation Requirements				
18		High			
19	Bidder should provide complete list of valid licenses and/or subscriptions to cover requirements mentioned in BOQ and Technical requirements. **(Documentation must be provided with proper reference (page No) in the proposal)**	High			

	Requirements	Priority (High/Low)	Means of Verification	Availability Response	Bidder Response and/or proposal Reference (Section/Page No.)
				(Y/N)	
	Project Scope : Key Requirements				
1	Set up verified WhatsApp Business account of National Bank of Pakistan. The setup is to be done on Pakistan based phone number preferably on UAN number of National Bank of Pakistan. For e.g. 021111627627. National Bank of Pakistan may require separate accounts for Conventional, Islamic, Branchless/mobile wallets & walk-in customers. Further, Bank has also right to get more accounts in future as per Bank requirement.	High	Details provided in Technical Proposal		

2	There would be following two service models followed for WhatsApp Banking from customer perspective with a seamless switchover between the two, based on the nature or complexity of customer request: I. Self-service model (where all responses must be auto-responded from pre-configured knowledge-base or backend systems) II. Agent Assisted model (where 24/7 available bank representative will attend and respond to customer queries) In phase-1, NBP will be offering following non-financial transactions to NBP existing and potential customers (including but not limited to A/c balance inquiry, Mini-statement, Open an account, Apply for loan (i.e. Advance Salary, Cash n Gold, Housing, Car etc.), G2P Programs, Debit Cards Services, Cheque Book Issuance, Digital Cheque Issuance, Certificates (i.e. E-statement, Tax certificate, A/c maintenance certificate etc.), Calculators (i.e. EMI, IBAN etc.), Inquiries (Foreign Currency Exchange Rates, Fixed Deposit Interest Rates (TDR) etc.), Dual factor Authentication (RDA and Local Customers), Discounts and Promotions, Nearest Bank Branch/ATMs/Booths etc., Lodge a Complaint, Language Change, Live chat with NBP agents, etc.) In phase-2, NBP will be offering financial transactions to NBP customers (including but not limited to Fund Transfers (IBT, IBFT, CNIC, etc.), Payments (Utility Bill, Mobile Bill, Internet Bill, Online Shopping, Education Payments, 1-Bill Credit Card, Insurance Payments, Investments, 1-Bill Top-Up, 1-Bill Voucher/Fee Payments, Government Payments, Other Payments), etc. Note: Complete list of products and services in phase-1 and phase-2 will be finalized after shortlisting of vendor. NBP will provide APIs for integration of non financial transactions in	High	Details provided in Technical Proposal		

	WhatsApp chatbot. APIs will be in REST format.				
3	Bidder should provide cloud hosting of WhatsApp Business API Solution in order to comply with SBP BPRD Circular No. 4 2020 (i.e. outsourcing to cloud service providers - CSPS)	High	Details provided in Technical Proposal		
4	Bidder should provide Technology Stack Configuration for production environment of WhatsApp Business API Client 1. Dedicated Cloud Based Solution 2. Redundant P2P Links for Primary and DR Sites with NBP Primary & DR Sites 3. P2P Link Bandwidth Requirements on the basis of 3 to 5 years' transaction projections (considering avg. transaction size, concurrent session/hits per second, expected size per session etc.) 4. Scalability of hardware to support future work load 5. Dedicated Hardware Warranty 6. Firewall Sizing Requirements (considering avg. transaction size, concurrent session/hits per second, expected size per session etc.) 7. Software & Hardware Licenses (if any) 8. Deployment of WhatsApp Business API Client	High	Details provided in Technical Proposal		
5	Solution should support message status support (send, delivered, read), rich messaging support (audio message, location sharing etc.), template message support (template message request / creation via console, template message retrieval via API and template message localization (local language)) and non-template message support either chatbot or live agent within a 24 hour user active session.	High	Details provided in Technical Proposal		

6	Implement sending WhatsApp messages in Urdu/English and optional other regional languages i.e. Sindhi, Punjabi, Pashto, Saraiki etc. Messaging framework must be capable of sending messages in various media formats like image, pdf, video, gif, emojis, stickers etc. allowed by what's app and the file size limit should not be not less than that of permissible limit by WhatsApp.	High	Details provided in Technical Proposal		
7	The Solution should have proper Business Continuity Plan. As part of BCP The Solution should have Data Center & Disaster Recovery Center in different seismic zones.	High	Details provided in Technical Proposal		
8	The Solution should be scalable to meet any incremental requirement.	High	Details provided in Technical Proposal		
9	End to end solution development, implementation and go live must be completed within 90 calendar days from the award of contract.	High	Details provided in Technical Proposal		
10	Complete flow of menus proposed for National Bank of Pakistan WhatsApp Banking solution. These flows must be in the form of visuals/wireframes.	High	Details provided in Technical Proposal		
	Project Scope : User/Agent Management for Chatbot				
11	Ability to add/delete/update user/agent accounts.	High	Details provided in Technical Proposal		
12	Ability for admin to monitor agent conversation with consumers.	High	Details provided in Technical Proposal		
13	Solution should have a back office/ console for users who will be managing chat services with respective roles, including Role based access rights.	High	Details provided in Technical Proposal		
14	The bidder should offer Chatbot Builder feature via Graphical User Interface accessible online where user should be able to build conversational chatbot directly without any kind of manual assistance from bidder. Also the chatbot developed can be later integrated with what's app business, website or other services and applications etc.	High	Details provided in Technical Proposal		
15	Bidder should provide unified agent panel/interface where common social media channels/plaforms (for e.g. Facebook, Twitter, Instagram, Youtube, Playstore and App store) to be managed by the Bank's call centre agent for digital customer sevicing needs. unified agent panel/interface should have flexibility to	High	**Details provided in Technical Proposal**		

	integrate with Bank's other applications / services etc.				
16	Unified agent panel should have intelligent Queuing and Pigeon-hole inboxes, Intuitive Dashboards (at a glance analytics and depicts all the KPIs graphically), Detailed Reporting (insightful, historic reporting to analyze, improve and take action), Role based access (for agent, QA Team, Supervisor, Manager, Administrator etc.), tagging of interactions with different work codes (support, complaint, information) for analytics and integration with BI tools, Statistics of customer interactions (Daily, Weekly, Monthly and Real-Time statistics), Real-Time SLA Calculation, Sentiment Analysis (Sentiments of customer and send alerts on critical matters), Security (encyption of chat and customer data, OWASP standard, Preferably PCI-DSS Compliance, all the channels communication are over SSL encyption) etc.	High	Details provided in Technical Proposal		
17	The Solution should support block listing of users. So user can not send the message.	High	Details provided in Technical Proposal		
18	The Solution should support unblocking of blocked users. So user can resend the message.	High	Details provided in Technical Proposal		
19	Manage end to end communication round-trip and the context of communication in order to keep a track of single request spanning over multiple messages e.g. request initiating, authentication via OTP/other mechanism, successful response upon successful authentication.	High	Details provided in Technical Proposal		
20	Provide the capability to authenticate mobile number of customer (i.e. Islamic & Conventional etc.) initiating inquiry request through WhatsApp messaging by validating the same from backend systems.	High	Details provided in Technical Proposal		
21	Use two-factor authentication (2FA) for personalized inquiries or service requests by sending OTP on registered mobile number OR Email Address as well as Password/PIN/Other mechanism for whatsApp channel.	High	Details provided in Technical Proposal		

22	Providing a console to send WhatsApp single & bulk notification / messages to registered/nonregistered customers of National Bank of Pakistan.	High	Details provided in Technical Proposal		
23	Provide APIs to receive messages sent by users through WhatsApp.	High	Details provided in Technical Proposal		
24	Providing console to respond to messages received over WhatsApp.	High	Details provided in Technical Proposal		
25	WhatsApp Business API should support Profile Management, Contact Management and Message Support.	High	Details provided in Technical Proposal		
26	Implement opt-in campaign for taking consumers consent for sending messages to their WhatsApp accounts. Bidder must implement opt-in campaign through various communication mechanisms like missed calls, SMS, email, QR code etc.	High	Details provided in Technical Proposal		
	Project Scope : Integration and Testing				
27	Provide API for sending WhatsApp messages using standard communication protocols and data formats.	High	Details provided in Technical Proposal		
28	Ability to integrate and retrieve data from Banking Systems/Platforms/Middleware s e.g. TPS IRIS Middleware, Paysys M-Pay Middleware, CRM, Call Centre, Loan Originating System, SMS Gateway, Email Exchange, NBP Facebook Page, NBP YouTube Page, NBP Twitter Page, NBP Instagram Page, Play Store for NBP Mobile Application, App Store for NBP Mobile Application, NBP Mobile Application for Live Chat, NBP Internet Banking for Live Chat, NBP Website for Live Chat etc. on different message formats) running in National Bank of Pakistan. Bidder will also provide support for future integration of other application integration.	High	Details provided in Technical Proposal		
29	24x7 Listening to log and capture customer conversation data	High	Details provided in Technical Proposal		
30	Bidder shall provide test plan, test methodology, test cases, carry out testing on separate test and development environment and submit test reports along with analysis and corrective measures for comprehensive and sufficient testing of functional, system	High	Details provided in Technical Proposal		

	and integration aspects of application(s) in initial and subsequent stages of development and deployment.				
	Project Scope : Encryption and Security				
31	Ability to encrypt WhatsApp and other selected common social media channel messages exchanged between National Bank of Pakistan and customers.	High	Details provided in Technical Proposal		
32	Chatbot should comply with all the guidelines issued by State Bank of Pakistan and other regulatory authority from time to time at no additional cost.	High	Details provided in Technical Proposal		
33	Bidder should not disclose any information in WhatsApp messages and other selected common social media platforms or data generated through chatbot solution with any third party.	High	Details provided in Technical Proposal		
34	Bidder shall be responsible to ensure that the provided solution follows best security standards to ensure security and safety of all information and data.	High	Details provided in Technical Proposal		
35	Provide secured access to organization information/services and facilitate customer to interact with organization to submit request, receive response, view application and track the status.	High	Details provided in Technical Proposal		
36	Bidder has to monitor the solution 24x7 from security threats and ensure its uninterrupted functioning.	High	Details provided in Technical Proposal		
37	Any unwanted security threat or hacking attempt should be taken on high priority and dealt with immediate effect.	High	Details provided in Technical Proposal		
38	Any security breach identified (even after installation of release upgrades OR their patches) must be informed to Bank immediately and attended instantly to protect interest of the bank and its customer. Selected vendor would be responsible for providing fix to the problem in consultation with bank's security team. Any such incidence should be followed by Root Cause Analysis (RCA) and audit of the system.	High	Details provided in Technical Proposal		
39	Successful Bidder to arrange for comprehensive security audit of the solution before launch. The audit to also include monitoring setup, its capabilities and preparedness to observe and	High	Details provided in Technical Proposal		

	correct any challenge noticed from inside or outside. The company will also have to get similar audit once in every year and submit the report to bank. The bank will also arrange for an internal/external audit to the entire setup and processes as and when desired from the bidder company. The bidder to extend all possible support to the audit team to examine and update the system to mitigate the observed risk.				
40	Vulnerability Assessment & Penetration Testing (VA & PT) should be done at least once a year and additionally based on security threat.	High	Details provided in Technical Proposal		
41	Security Audit by Internal as well as External Auditors after UAT is to be carried out by the vendor at its own expenses. Vendor should also allow regular security audit of the system by bank or its authorized agency as per their requirements and the company to ensure rectification of the audit observations as part of maintenance. Any audit/security enhancement proposed by the Government/SBP or Law enforcing agency should be carried out by the vendor at no cost to the bank.	High	Details provided in Technical Proposal		
42	Take periodical backup of the solution and Build fail safe server mechanism to create replica of live and run this instance in case the live site goes down.	High	Details provided in Technical Proposal		
	Project Scope : Case Management (Integration with Backend System)				
43	Ability to create cases for queries, complaints and service requests	High	Details provided in Technical Proposal		
44	Ability to assign case with rule based criteria	High	Details provided in Technical Proposal		
45	Ability to view and edit case details	Low	Details provided in Technical Proposal		
46	Ability to search solution for case in previous cases	Low	Details provided in Technical Proposal		
47	Ability to auto-escalate case	Low	Details provided in Technical Proposal		
48	Ability to integrate workflow with case management for automatic case alert, notification and escalation	High	Details provided in Technical Proposal		
49	Ability to use multichannel communication for case management (i.e. email, mobile, self-service, other selected	Low	Details provided in Technical Proposal		

	social media etc.) through external APIs				
50	Ability to assign case level tasks/activities to other users	High	Details provided in Technical Proposal		
51	Ability to create and track child cases	Low	Details provided in Technical Proposal		
52	Ability to auto-close and reopen case	Low	Details provided in Technical Proposal		
	Project Scope : Feedback & Knowledge Management				
53	Capture consumer feedback at the end of conversation.	High	Details provided in Technical Proposal		
54	Conduct Feedback Analysis through charts and dashboards.	High	Details provided in Technical Proposal		
55	Ability to create a knowledge database with Articles, Documents, FAQs & Images.	Low	Details provided in Technical Proposal		
56	Ability to search knowledge database using key words.	Low	Details provided in Technical Proposal		
57	Ability to define approval workflow for artefacts creation/modification.	Low	Details provided in Technical Proposal		
58	Ability to attach Knowledge Management artefacts to cases.	High	Details provided in Technical Proposal		
59	Have the capability to configure set of questions with pre-defined answers which do not require inquiry from any backend systems e.g. information related to certain type of bank products, service charges etc.	High	Details provided in Technical Proposal		
	Project Scope : Classification and Sentiment Analysis				
60	Runs ML and AI based analytics on captured conversation data to figure out and store	Low	Details provided in Technical Proposal		
61	Identify customer sentiment and severity	Low	Details provided in Technical Proposal		
62	Classify data as per categories: Request, Complaint, Compliment, Miscellaneous or custom category	Low	Details provided in Technical Proposal		
63	Identify the topic (keyword) of conversation	Low	Details provided in Technical Proposal		
64	Identify conversation attributes that help system know if it is part of an on-going conversation Identify misclassified data	Low	Details provided in Technical Proposal		
65	Identify data moved into manual category	Low	Details provided in Technical Proposal		
66	Support for multiple languages	High	Details provided in Technical Proposal		
	Project Scope : Conversation Live Stream				
67	Display real-time conversations	High	Details provided in Technical Proposal		
68	Display user profile: id (mobile number, name etc.)	High	Details provided in Technical Proposal		
69	Display conversation/ post attributes: Request, Complaint etc.	High	Details provided in Technical Proposal		

70	Display thread of customer conversation	High	Details provided in Technical Proposal		
71	Provision an agent response (manual text type) on the conversation	High	Details provided in Technical Proposal		
72	Display misclassified conversation and option to mark right classification	High	Details provided in Technical Proposal		
73	Display manual category conversation and option to mark new classification	High	Details provided in Technical Proposal		
	Project Scope : Instant Response and Rule based automatic routing of conversations				
74	Support for sending contextual and rule based instant response to the consumer within time duration as specified in SLA.	High	Details provided in Technical Proposal		
75	Ability to define rules for conversation routing	High	Details provided in Technical Proposal		
76	Multiple level rule support for different categories of routing	High	Details provided in Technical Proposal		
77	Execution of rules and auto routing to relevant departments	High	Details provided in Technical Proposal		
	Project Scope : Dashboard and Reporting				
78	View daily/weekly/monthly count of messages sent or received through WhatsApp and other social media channels.	High	Details provided in Technical Proposal		
79	Show count of messages with delivered, read, and failed status.	High	Details provided in Technical Proposal		
80	Show count of currently active WhatsApp and other social media channels conversation with chatbot and human agent.	High	Details provided in Technical Proposal		
81	Export data in .xlsx, .xlsb, .csv etc. format.	High	Details provided in Technical Proposal		
82	Ability to view and download outgoing traffic report containing messages sent with delivery status, read status and day wise traffic trend.	High	Details provided in Technical Proposal		
83	Ability to view and download incoming traffic report containing all conversation messages received or sent to the consumer.	High	Details provided in Technical Proposal		
84	Ability to view and download report to search conversation with mobile number and fetch the log to analyze content for troubleshooting and measuring efficiency of chatbot solution.	High	Details provided in Technical Proposal		
85	All the reports related to SLA Monitoring should be available and can also be exported in .xls, .xlsx etc. files	High	Details provided in Technical Proposal		
	Project Scope : General Scope				
86	Solution is to promote and market products and services of the organization (National Bank of Pakistan).	High	Details provided in Technical Proposal		

87	The Solution implementation shall be considered formally accepted (commissioned and operationalized) after signing off the Acceptance Test Plan (ATP) document jointly by the Bank's Project & Product Manager and Project Manager of the successful Bidder.	High	Details provided in Technical Proposal		
88	Successful Bidder will also provide a comprehensive User Acceptance Test (UAT) Plan along with Technical Proposal covering every possible failure/negative scenario. During Acceptance Test, Bidder shall also demonstrate and provide required documentation for Business Continuity of service in every failure scenario.	High	Details provided in Technical Proposal		
89	Bidder will also be responsible to provide necessary documentation such as Project Plan, SRS (Software Requirement Specifications), DSD (Design Specification Document), UAT (User Acceptance Testing), Test Plans, DRP (Data Recovery Plan) & BCP (Business Continuity Plan), Installation / Operational Manual, etc.	High	Details provided in Technical Proposal		
90	Solution must be beta tested to bank's satisfaction before final go live.	High	Details provided in Technical Proposal		
91	After award of the contract, successful Bidder has to appoint a Project Manager who will be the single point of contact for the Bank throughout the project cycle. Also, Bank will require the Project Manager to be located out of Bank's Head office in Karachi at least for a period of one month till the solution goes live for smooth co-ordination and execution. Replacement of Project Manager should be informed to Bank at the earliest.	High	Details provided in Technical Proposal		
92	Escalation Matrix to be provided by the successful bidder at the start of the project and should adhere to it during the contract period. Any change in escalation matrix structure or contact person should be informed to concerned Bank Officer immediately.	High	Details provided in Technical Proposal		
93	Bidder has to provide training to a maximum of ten people as per the requirement at a central location in Karachi in our premises. Venue for the training will be provided by bank. Training period should not be	High	Details provided in Technical Proposal		

	more than a week. Training must be provided by certified trainers. The cost of travelling/stay for trainers to be borne by bidder. Training to include analytical tools implemented in the site(s).				
94	Bidder will be required to provide detail profile of proposed Trainer for Training session. Bidder must ensure that proposed Trainer must be a Qualified Trainer and has conducted at least 3 Training Sessions at prestigious organizations.	High	Trainer Profile		
95	Bidder will be required to provide Training material such as Manuals, Books, and Presentations and attendance certificate to shortlisted NBP staff members after completion of 5 Day Training Session.	High	Details of Training Material		
	I. Technical Evaluation as Per Techincal & Functional Requirements				
96	Demonstration of in-depth understanding of the Bank project requirements through the technical proposal supplemented by Presentation, Proof of concept & interactions, solution proposed end-to-end architecture diagram and references a) Key Requirements (5 marks) b) User/Agent Management for Chatbot (10 marks) c) Integration and Testing (5 marks) d) Encryption & Security (6 marks) e) Case Management – (Integration with Backend System) (5 marks) f) Feedback and Knowledge Management (5 mark) g) Classification and Sentiment Analysis (3.5 marks) h) Conversation Live Stream (3.5 marks) i) Instant Response and Rule based automatic routing of conversations (2 marks) j) Dashboard and Reporting (5 marks)	High	Technical Proposal must be provided with proper reference (page No) in the proposal		
	II. Experience of Firm				

97	"The number of whatsApp Business API deployed and implementations completed in Pakistan. [Full marks (10) – if criteria are met for 4 or more Institutions. 7.5 Marks – if the criteria are met for 3 Institutions. 5 Marks – if the criteria are met for 2 Institutions. 2.5 Marks – if the criteria are met for 1 Institutions. 0 Marks – if the criteria are met for 0 Institution]	High	"Please provide necessary evidence (Purchase orders/work orders/agreements and client reference to be provided). Unsigned and unstamped evidences will not be considered. Credentials and other evaluation criteria will be computed as of RFP closing date (apart from financials)."		
	III. Evaulation of Workdone For Clients				
98	Evaluation of work done for minimum 2 clients (5 Marks for each successful evaluation) [Feedback received from clients, Quality of work done, services provided, timelines followed, smooth implementation, after support, professional behavior of bidder, value addition to client, understanding of requirements, service levels followed, on-time delivery, team strength and any other parameter found important at the time of evaluation.]	High	"Please provide necessary feedback from clients against the defined parameters. Bank will cross verify the client feedback Unsigned and unstamped evidences will not be considered. Credentials and other evaluation criteria will be computed as of RFP closing date (apart from financials)."		
	IV. Project Professional Team (Evaluation is based on 03 member team (1 = Project Manager, 2 = Technical Project Manager OR Solution Architect, 3 = Deployment Engineer) for Requirement Gathering, Solution Design, Development/Customization, Server Setup, Installation of API Client, APIs Integration, Template Message Designer, Testing/QA/Training etc.)				
	IV-A: Project Manager				
99	Relevant Educational Qualification in Computer Science / Engineering / Business Administration / or equivalent: Bachelors + working experience as Project Manager Bachelors 2 Marks	High	Detailed CVs on bidder's letter head with copies of testimonials along with Copies of certificates (if any)		
100	Experience as Project Manager of WhatsApp Business API. Each assignment as Project	High	Details on bidders letter head mentioning the role and activities		

	Manager will carry 2 Marks (Maximum 4 assignments)		performed in the similar projects		
	IV-B: Technical Project Manager OR Solution Architect (Requirement Gathering, WhatsApp Account Registration, API Integration, Customization, Chatbot Designing/Deployment, Designing of Template/Non-Template Messages, Testing & QA, Training)				
10 1	Relevant Educational Qualification in Computer Science / Engineering / Business Administration / or equivalent: Bachelors or above + working experience in deployment of WhatsApp Business API Solution Bachelors 2 Marks	High	Detailed CVs on bidder's letter head with copies of testimonials along with Copies of Education and relevant certificates (if any)		
10 2	Experience as Technical Project Manager/Solution Architect of Whatsapp Business API. Each assignment as WhatsApp Business Solution Architect Expert will carry 2 Marks (Maximum 4 assignments)	High	Details on bidders letter head mentioning the role and activities performed in the similar projects		
	IV-C: Deployment Engineer (Installation of API Client OR Server Setup, Software Updates, Launch & Operations)				
10 3	Relevant Educational Qualification in Computer Science / Engineering / Business Administration / or equivalent: Bachelors or above + working experience in deployment of WhatsApp Business API Solution Bachelors 2 Marks	High	Detailed CVs on bidder's letter head with copies of testimonials along with Copies of Education and relevant certificates (if any)		
10 4	Experience as Whatsapp Business API Deployment Expert. Each assignment as WhatsApp Business Deployment Expert will carry 2 Marks (Maximum 4 assignments)	High	Details on bidders letter head mentioning the role and activities performed in the similar projects		

6. TECHNICAL EVALUATION CRITERIA (SECTION-VII)

Evaluation Criteria

Procurement of WhatsApp Business API Service

TENDER ID: <>

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

1. All bidders are required to submit filled, correct and complete SPECIFICATIONS/REQUIREMENTS (SECTION-VI). 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 SPECIFICATIONS/REQUIREMENTS (SECTION-VI).

2. All bidders are required to propose a single solution brand/model/latest version OR subsequent upgraded to NBP as any other alternate or additional brands/models will not be considered for evaluation and such bid will be considered as rejected. Only upgraded models will be acceptable on the time of delivery. This clause will serve as a floor.

3. If any bidder includes proposed solution financial details (i.e. price, cost bid security amount etc.) in its TECHNICAL PROPOSAL or response to any NBP clarification query during evaluation of technical proposal, its bid will be considered as rejected.

4. For evaluation of solution functional requirements mentioned in SPECIFICATIONS/REQUIREMENTS (SECTION-VI) with **"Priority (High/Low)"** is evaluated as follows:

    a.   For evaluation purpose, a desired response of only "Y", "Yes", "N", "No" is required in the availability column for all technical requirements (mentioned in SPECIFICATIONS/REQUIREMENTS (SECTION-VI).

    b.   All technical requirements with "High" Priority must be answered as "Y" or 'Yes'. If bidder responses 'N' or 'No' against any of such "High" Priority requirement, its bid will be considered as technically disqualified and will be rejected.

    c.   All technical requirements with 'Low' Priority can be answered as 'Y' 'Yes', 'N', 'No' as these requirements will not be considered for evaluation. If bidder responds 'N' or 'No' against any of the "Low" Priority requirement, its bid will not be considered as rejected.

    d.   For all 'High' priority technical requirements against which Bidder is responding "Y", bidder should specify the proper reference of the proposal in the reference / substantiation column. NBP may ask any other additional documentary evidence against any requirement 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 letter/e-mail seeking the explanation. Failing to provide the reference, its bid will be considered as technically disqualified and will be rejected.

    e.   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 then response of bidder shall be considered as 'No' and its bid will be considered as rejected.

    f.   The bidders are required to include the price of all requirements with 'High' priority where the response is 'Y' in its financial proposal as the price mentioned in financial proposal will be considered as final and cannot be varied in any case after the submission of bid.

    g.   'Low' priority requirements that shall be responded 'Y' by bidder shall be treated as complimentary, without any addition in the above mentioned

quoted price.

5. Relevant evidence/reference must be provided in the technical proposal with complete reference/ page no, and if the evidences are not provided the proposal will be rejected.

   a. If bidder response against any requirement is not available, it will be evaluated as requirement 'Not met with and will lead to disqualification/ rejection of bid.

   b. For all 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 <u>not available</u> in the submitted proposal, NBP may not raise any clarification query and response will be considered as **NIL**, which may lead to disqualification, if mentioned in the criteria.

   c. 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/ e-mail). If the bidder fails to provide the required information within given timeframe, its bid will be considered as rejected.

   d. Qualification Criteria mentioned in SPECIFICATIONS/REQUIREMENTS (SECTION-VI) "Priority (High/Low)" is evaluated as follows:

      Qualification requirements with "High" Priority must be answered as 'Y' or 'N'. If bidder response 'N' against any of such "High" Priority requirement, its bid will be considered as technically disqualified and will be rejected.

      For with "Low" Priority can be answered as 'Y', 'Yes', 'N', 'No'. If bidder responds 'N' or 'No' against any of the "Low" Priority requirement, its bid will not be considered as rejected.

      For all Bidder qualification 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 may 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 high priority.

   e. All bidders are required to submit the proposals with proper page numbering with master table of contents of all attached documents in the proposal.

   f. "**Low**" priority requirements that shall be responded "Y" by bidder shall be treated as complimentary, without any addition in the above mentioned quoted price.

6. 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.

7. 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.

8. The prices will be evaluated on the basis of all items mentioned in SPECIFICATIONS/REQUIREMENTS (SECTION-VI) and the BOQ of the RFP documents which will be considered as total bid value / bid amount / contract price.

9. Combined evaluation of technical and financial proposals shall follow and the bidder with the winning proposal will be accepted and considered as the **"Lowest Evaluated Bid"** and will be accepted for contract award.)

As per requirement of ITB 31 mentioned in the Standard Bidding Document of RFP, NBP may conduct a post-qualification evaluation exercise for the bidder which is selected as having submitted 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.

Important Note for NBP: Please adjust evaluation criteria according to your requirement.

7. PAYMENT TERMS (SECTION-VIII)

PAYMENT TERMS & CONDITIONS

Procurement of WhatsApp Business API Service

Tender ID: _____

10. **Price Schedule**

a. Price Schedule mentioned in Standard Bidding Document has been modified and Bidders are required to provide the total bid amount / price with their bid as per following table in its financial proposal considering all items mentioned in Annexure VI-Technical Requirements and Annexure IX – BOQ document.

A. One Time Solution Cost

S. No.	Description	One Time Cost	Total Cost
1	WhatsApp Business Account Setup and Verification	0	0
2	Technology Stack Configuration for production WhatsApp Business API Client i. On Premises Based Solution ii. Deployment of WhatsApp Business API Client	0	0
3	Professional Services i. Project Management ii. Requirement Analysis iii. Designing iv. Development / Customization v. Implementation vi. Data Migration (if required) vii. User and Technical Training to minimum 10 Persons viii. Quality Assurance Testing ix. User Acceptance Testing x. Security Assessment	0	0

B. Platform Support

S. No.	Description	Per Year Cost (xx)	For Total Contract Period (i.e. 3 years) (yy)	Total Cost (xx*yy)
4	Annual Platform Support and Maintenance (i.e. Managed Services) Charges after Go-Live, if any	0	3	0
5	Resident Engineer (Optional)			

C. User Initiated Conversation Charges*

S. No.	Description	Unit Cost (x)	Approx. Monthly Active User Per Month* (y)	Months(z)	Total Cost (x*y*z)
6	WhatsApp message conversation charges	0	500,000	36	0

D. Business initiated Conversation Charges**

S. No.	Description	Unit Cost (x)	Approx. Number of Template Messages (y)	Total Cost (x*y)
7	Bank Initiated messages to its customers (Template messages outside 24 hour window)	0	750,000	0

E. WhatsApp Chatbot**

S. No.	Description	Unit Cost (x)	Approx. Number of Applications / services / middleware's (y)	Total Cost (x*y)
8	Chatbot Integration Support with Bank's various application / Services / middleware's on different message formats	0	5	0

F. Agent Licenses**

S. No.	Description	Unit Cost (x)	Approx. Number of Agent Licenses (y)	Months(z)	Total Cost (x*y*z)
9	Account setup charges with agent licenses	0	30	36	0
Total Bid Amount (A+B+C+D+E+F) in PKR inclusive of all applicable taxes as per the requirements mentioned in Annexure VI – Technical Requirements					**0**

Note:

a. *Number of WhatsApp Conversation per month is indicative and only for the calculation of total bid amount. However actual number may vary increase or decrease basis on utilization. The payment for same will made on actual utilization basis. Bidders need to provide the slab wise costing of monthly active users in below format.

WhatsApp Conversational Bundles		
Monthly Active Users	**Price (PKR) Inclusive of Tax**	**Price (PKR) Inclusive of Tax Additional MAU (outside bundle)**
10,000		
30,000		
50,000		
100,000		
200,000		
500,000		
1,000,000		
2,000,000		
3,000,000		
4,000,000		
5,000,000		
10,000,000		

b. **Number of WhatsApp Template messages is indicative and only for the calculation of total bid amount. However actual number may vary increase or decrease basis on utilization. The payment for same will made on actual utilization basis. Bidder needs to provide the bundle wise costing (in USD) of template message charges same as mentioned at https://developers.facebook.com/docs/whatsapp/pricing/

c. *** Bank may integrate the solution with various application / services /middleware's as per

Bank's requirement. Number of Application / Services /middleware's is indicative for calculation of total bid amount. However, it may vary as per Bank's requirement during the contract period. The payment for the integration service will be made on actual integrated application / services / middleware's based on the unit cost quoted by bidder.

d. **** Bank may require the agent licenses as per Bank's requirement. Number of Agent Licenses is indicative for calculation of total bid amount. However, it may vary as per Bank's requirement during the contract period. The payment for the agent licenses will be made on actual utilization based on the unit cost quoted by bidder.

e. Every phone number would be treated as a Monthly active user,

    E.g. for understanding purpose. If bank send 10 messages to 1234 in January, MAU for January = 1. If 1234 sends bank 100 messages in January, MAU for January is still 1.

f. In case of discrepancy between unit and total price, the unit price shall prevail. The prices should include the price of incidental services. No separate payment shall be made for the incidental services. Financial Evaluation will be based on the sum/total of all prices in above mentioned Price Schedule, which will be the Total Bid Amount /Contract Price.

2. In the event the contract is extended it may be extended up to 5 years. In this case the Annual Cost of Three years' platform support, maintenance and managed services will be valid for 4th and 5th years upon renewal of Support, Maintenance & Managed Services Agreement. Bidder will have to execute a platform support, maintenance and managed services contract valid for five years from completion of three months' onsite support period. The contract will be subject to renewal for 4th and 5th years if NBP decide to renew.

3. Total Bid amount must be inclusive of all applicable taxes. Any other associated cost should be mentioned explicitly by the bidder. NBP will not be responsible for any additional cost during the contract period for compliance of RFP requirements.

4. Bidders should provide the prices in United States Dollar (USD). Price quoted should be fixed and valid for bid validity period (i.e. 180 days). If any bidder quotes the bid prices other than USD, then for the purposes of comparison and evaluation of bids, the price shall be converted into USD. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan / National Bank of Pakistan on that day.

5. NBP will make all payments in Pakistan Rupees (PKR) only. Service invoice of the preceding month will be sent to NBP within five(5) days & will be billed separately in USD $. Where applicable, the exchange rate between USD $ and Pak Rupee should be the inter-1LINK rate ("www.brecorder.com") prevailing on the date of Invoicing.

6. Bidder is required to provide details of all other Software and accessories/hardware (if any) which are necessary for the proper and smooth working of complete solution separately in the proposal as per the requirements mentioned in Annexure-VI and all such costs should also be included in its financial proposal.

7. Any enhancement in the solution (hardware, software licenses) with in the contract period will be done by the successful bidder. The bidder will be required to submit the proposal for additional services at the time of request from NBP.

8. After the signing of the contract, the successful bidder is required to submit a Performance Security which shall be ten (10%) percent of the total bid amount/Contract Price. The Performance Security shall be in the form of a 10% percent deduction on every month services invoice to be issued from the bidder and payment to be made to the bidder every month invoice after the (10%) percent deduction of the gross invoice. The procedure will be followed till the required Performance Security amount (10%) percent of the total bid amount/Contract Price is recovered. The performance security amount shall be in Pakistan Rupees (PKR). Discharge of the Performance Security shall take place; within thirty (30) days of the expiration of the contract (i.e. end of the fifth year of support, maintenance, and managed services after Go-Live when renewal of support, maintenance, and managed services agreement was done for 4 th & 5 th year). Submission of incomplete Performance Guarantee in the form of (10%) percent on the gross invoice on monthly basis will lead to immediate disqualification of the successful bidder and NBP will pursue to blacklist the company as per Public Procurement Rules, 2004.

The Supplier shall invoice Procuring Agency as per the Services Fee plan provided below;

[1]Monthly Active User is defined as a WhatsApp User who **received** a message from Procuring Agency WhatsApp Business Account or **sent** a message to the Procuring Agency WhatsApp using WhatsApp during a billing month. To further clarify, it will only be counted as one user when a user

receives or sends a message multiple times during a billing month. The count for monthly active user is reset at the end of the billing month. In case if Procuring Agency exceeds the subscribed monthly active user bundle limit as defined above for monthly active users, Procuring Agency will be billed for each additional user as per the additional monthly active user fee stated in the purchased plan. Procuring Agency can upgrade to a higher plan (refer to the Subscription plan table in Schedule 4) before the end of the billing month to avoid additional monthly active user fee. Upon updating to a new plan, Procuring Agency will be billed for a new plan on a pro-rata basis as per the details available [here](#).

[2]If Procuring Agency has availed all available agent seats in the purchased plan, Procuring Agency can add more agents by purchasing additional agent seats (refer to the Add-ons table in Schedule 4). Each agent seat will be billed according to the pricing tier it belongs to. For example: if a Procuring Agency purchased 4 agent seats then Procuring Agency will be billed for 4 agent seats at $60 per agent seat. Upon purchasing additional agent seats, Procuring Agency will be billed on a pro-rata basis as per the details available [here](#).

[3]Any future chatbot development/customization which includes API/Catalog integration will incur one-time development fee based on the scope of development.

Total monthly billing = Subscription fee based on your plan + additional user fee and add-ons +WhatsApp conversation fee (above 1000 free service conversations)

WhatsApp Conversation Fee

Supplier shall charge a monthly usage-based fee for WhatsApp conversations as per the charging mechanism defined below.

Conversation Charging mechanism

- The fee for a single **Utility** conversation in Pakistan is currently USD 0.0253
- The fee for a single **Marketing** conversation in Pakistan is currently USD 0.0473
- The fee for a single **Authentication** conversation in Pakistan is currently USD 0.0228
- The fee for a single **Service** conversation in Pakistan is currently USD 0.0142
- Multiple billable conversation windows shall be applied if different template categories (WhatsApp approved templates) are used within a 24 session as per the charging mechanism examples attached to this Agreement as Exhibit A.
- The first 1,000 service conversations each month are free. **This will no longer apply to business-initiated conversations.**
- In addition, conversations will not be charged when a user messages a business using a call-to-action button on [Ads that click to WhatsApp](#) or a Facebook Page CTA. Effective 1st March 2023 conversations that start from a free entry point (Click to WhatsApp ads) are free for 72 hours instead of previous 24 hours. This means if a customer starts a conversation from a Facebook ad a business can respond with any type of WhatsApp message (including marketing templates) for free for 72 hours without incurring any fee.
- Any customers with more than 1,000 service conversations per month shall incur additional fees from 1st June 2023 as per the new conversation pricing.
- Supplier shall invoice any account with an estimate of more than 1,000 service conversations on behalf of WhatsApp directly to the Procuring Agency on a monthly basis.
- Supplier shall provide a billing dashboard within Digital Connect to the Procuring Agency to track WhatsApp conversations approximate charges.
- The fee for single Utility, Marketing and Service conversation are based on the end user's phone number and vary by countries for each region as per the rate card below. Any change in conversation fee on the link provided below shall be applicable on invoices issued by the Supplier to the Procuring Agency

https://developers.facebook.com/docs/whatsapp/updates-to-pricing?content_id=wCQDWEbX1gewcwv#rate-cards-for-utility--marketing-and-service-conversations--effective-june-1--2023

WhatsApp Conversation Fee Rate Card

Cost per conversation in USD

(Price subject to revision by Meta)

Cost per conversation in USD, effective June 1, 2023
(Prices subject to revision by Meta)

Market	Currency	Marketing	Utility	Authentication	Service
Argentina	$US	0.0618	0.0408	0.0367	0.0316
Brazil	$US	0.0625	0.035	0.0315	0.03
Chile	$US	0.0889	0.0586	0.0527	0.0454
Colombia	$US	0.0125	0.0085	0.0077	0.006
Egypt	$US	0.1073	0.0687	0.0618	0.0644
France	$US	0.1432	0.0768	0.0691	0.0859
Germany	$US	0.1365	0.0853	0.0768	0.0819
India	$US	0.0099	0.0042	N/A	0.004
Indonesia	$US	0.0411	0.02	N/A	0.019
Israel	$US	0.0353	0.0188	0.0169	0.018
Italy	$US	0.0691	0.042	0.0378	0.0386
Malaysia	$US	0.086	0.02	0.018	0.022
Mexico	$US	0.0436	0.0266	0.0239	0.0105
Netherlands	$US	0.1597	0.08	0.072	0.0891
Nigeria	$US	0.0516	0.0319	0.0287	0.031
Pakistan	$US	0.0473	0.0253	0.0228	0.0142
Peru	$US	0.0703	0.0419	0.0377	0.0179
Russia	$US	0.0802	0.0477	0.0429	0.0398
Saudi Arabia	$US	0.0406	0.0252	0.0226	0.0195
South Africa	$US	0.0379	0.02	0.018	0.0168
Spain	$US	0.0615	0.038	0.0342	0.0369
Turkey	$US	0.0109	0.0093	0.0083	0.003
United Arab Emirates	$US	0.034	0.0198	0.0178	0.019
United Kingdom	$US	0.0705	0.0398	0.0358	0.0388
North America	$US	0.025	0.015	0.0135	0.0088
Rest of Africa	$US	0.0225	0.016	0.0144	0.0363
Rest of Asia Pacific	$US	0.0732	0.0472	0.0425	0.0224
Rest of Central & Eastern Europe	$US	0.086	0.0619	0.0557	0.025
Rest of Latin America	$US	0.074	0.0494	0.0445	0.0423
Rest of Middle East	$US	0.0341	0.0198	0.0178	0.0218
Rest of Western Europe	$US	0.0592	0.042	0.0378	0.0397
Other	$US	0.0604	0.0338	0.0304	0.0145

Background to Updated WhatsApp Conversations Fee

Effective June 1st, 2023, the WhatsApp Conversations Based Pricing model will be expanded from previous two chargeable conversation categories (Business and User-initiated) to four conversation categories. Business-initiated conversations will now fall under three categories namely Utility, Authentication and Marketing and User-initiated conversation will be renamed as Service:

- **Utility conversations** - Business-initiated conversations customers have opted into facilitating a specific, agreed-upon request or transaction, or update to a customer about an ongoing transaction, including post-purchase notifications and recurring billing statements

- **Authentication conversations** - Business-initiated conversations customers have opted into enabling businesses to authenticate users with one-time passwords (OTP), potentially at multiple steps in the login process (e.g., account verification, account recovery)

- **Marketing conversations** - Business-initiated conversations customers have opted into that may include promotions or offers, informational updates like a back-in-stock alert, or invitations for customers to respond or take action. A marketing conversation is any conversation that does not qualify as utility or authentication

- **Service conversations** - Any user-initiated conversation, such as to resolve a customer query

24-Hour Conversation session

All conversations are measured in 24-hour sessions. A session starts upon delivery of a business reply to a User-initiated message or delivery of a Business-initiated message to a user, and ends 24 hours later. Businesses using the WhatsApp Business Platform will be charged per 24-hour conversation, with different rates by conversation category as defined above.

2. Payment Schedule for Software Licenses & Professional Services

No.	Payment Milestones	Total cost of Software Licenses & Professional Services Cost (in %age)
1	Advance Payment shall be paid within thirty (30) working days after the signing of the Contract. Discharge of the Advance Payment shall take place within 30 working days after Go-Live.	10
2	• Project Initiation Phase: Project team mobilization, submission of detailed Project Plan • Analysis Phase: Initial assessment, user requirement gathering and Delivery of 02 (two) sets of Software Requirement Specifications. Certificate of "Acceptance of Software Requirement Specifications" from NBP's representative is required along with the invoice for payment.	20
3	• Designing Phase: System designing as per Outcome of Analysis Phase. Delivery of 02 (two) sets of Software Design Document & Database ERD etc. • Development Phase: Chatbot Development/Customization/Data Migration (if required) And Integration across all platforms, Delivery of Software/Hardware Licenses configuration and customization of solution according to NBP requirements and provide Training to NBP Teams on final developed system. Delivery of 02 (two) sets of User Manual, Train the Trainer Manual, Desktop Instructions Manual. etc.	30

No.	Payment Milestones	Total cost of Software Licenses & Professional Services Cost (in %age)
	• User Acceptance Testing Phase: Sign Off on UAT test scripts and installation of solution in the UAT environment Certificate of "Successful completion of User Acceptance Testing Phase" from NBP's representative is required along with the invoice for payment.	
4	Deployment & Go-Live Phase: Implementation of UAT finalized software on Production environment after successful Go Live Certificate of "Go-Live" from NBP's representative is required along with the invoice for payment.	40

3. Payment Schedule for Platform Support, Maintenance & Managed Services for 3 Years

Total annual cost of Platform Support, Maintenance and Managed Services shall be paid in one installment. The installment will be paid at the start of each year to the bidder within thirty (30) working days after receipt of invoice from bidder. The annual cost of three years Platform Support, Maintenance and Managed Services will be submitted by bidder as mentioned above in price schedule, the same annual maintenance cost will be valid for 4th and 5th year upon renewal. Bidder should submit the renewal request for 'Support & Maintenance Contract' along with invoice of 'Support & Maintenance' cost for 4th and 5th year at least sixty (60) working days before the start of maintenance period. The 'Support & Maintenance' amount will be paid, If Support & Maintenance contract renewed, at the start of each year to the bidder within sixty (60) working days after receipt of invoice from bidder.

Note: All payments are subject to adjustment for any non-delivery or compromised delivery of committed feature mentioned in RFP or non-satisfactorily support & maintenance services during the contract period. The formula for this deduction/adjustment will be agreed between NBP and successful bidder at the time of signing of contract/SLA.

8. BILL OF QUANTITY (BOQ) (SECTION-IX)

Procurement of WhatsApp Business API Service

Tender ID: _____

Item(s)*	Quantity
Licenses of Complete Proposed Service/Platform on dedicated cloud and all its Modules as mentioned in Annexure-VI Technical Requirements	Unlimited users & Customers
Installable Media for complete (Executable Code for Proposed Solution/Service and all its Modules as mentioned in Annexure-VI Technical Requirements)	2 copies
Project Management, Designing, Development / Customization, Integration, Implementation etc.	As required throughout contract Period
User & Technical Training of Proposed Solution and all its module for NBP's employees	10 Persons
Product Complete Technical & User level Documentation (For example, Software Requirement Specifications, Design Document, Database ERD, Installation Guide etc.), User Manual, Train the Trainer Manual.	2 Sets (Soft & Hard Copies)
Platform Support, Maintenance & Managed Services Agreement Including but not limited to Firewall Sizing Requirements (considering avg. transaction size, concurrent session/hits per second, expected size per session etc.), Release Upgrades, Software Updates/Patches, Bug/Issues fixing, Security assessment/vulnerabilities minimum two cycles a year, Chatbot and Digital Connect maintenance and Chatbot customizations, Phone/email support, Troubleshooting, Technical Support, etc. after Go-Live and Post-Implementation Support.	Three Year [Also Valid for 4th and 5th year upon renewal by the NBP]

Note: Bidder is required to thoroughly examine the Annexure VI - Technical Requirement Document and may add any missing items in above BOQ in relation with Annexure VI – Technical Requirements.

Bidder is required to provide details of all other Software and accessories/hardware (if any) which are necessary for the proper and smooth working of complete solution separately in the proposal as per the requirements mentioned in Annexure-III and all such costs should also be included in its financial proposal.

**Any enhancement in the solution (hardware, software licenses) with in the contract period will be done by the successful bidder. The bidder will be required to submit the proposal for additional services at the time of request from NBP.*

9. DELIVERY SCHEDULE (DS) (SECTION-X)

Procurement of WhatsApp Business API Service

Tender ID: _____

Bidder is advised to propose the Project Timelines in accordance with the Delivery Schedule mentioned below.

Description	Required Delivery from the date of signing of contract	Location
Project Initiation Phase (Identifying Scope of Work)	Within 15 days	NBP Head Office, Karachi And NBP DR Site
Project Implementation Phase (Requirement Analysis, Designing, Development / Customization, Implementation, Integration across all platforms, Data Migration (if required), Training and User Acceptance Testing, Security assessment etc.) along with software, hardware and their licenses as per the requirements mentioned in Annexure VI – Technical Requirements.	Within 3 Months	
Operational / Go-Live date of complete solution	Within 15 days after completion of Project Implementation Phase	
Managed Services including but not limited to Support & Maintenance including, troubleshooting, technical Support, Bug Fixing, Release Upgrades, Software Patches, security assessment/vulnerabilities minimum two cycles a year etc.	Three Years after Go-Live Date as part of managed services. The Annual support & maintenance cost will be valid for 4th and 5th years upon renewal from NBP.	

10. SAMPLE FORMS (SECTION-XI)

Table of Sample Forms

Note: These are Sample forms only and may be used by bidders for submission in their proposals. For correct documentary evidences requirements, please refer to Section-VI Technical Requirements.

I -A. BID FORM

The Senior Vice President/
Divisional Head
Logistics Support Group
3rd Floor, NBP Head Office
I.I. Chundrigar Road
Karachi.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item(s), goods and services in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

If our bid is accepted, we undertake to deliver the item(s), goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the Contract Price for the due performance of the Contract, in the form prescribed by NBP.

We agree to be bound by this bid for a minimum period valid for at least 90-days and maximum 300-days Days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We understand that you are not bound to accept the lowest or any bid you may receive.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall be binding upon us, provided however, that you may cancel the tender at any time prior to the execution of a formal contract.

Dated this _____ day of _____ 20_____.

_____   _____

[signature]   *[in the capacity of]*

Duly authorized to sign bid for and on behalf of   _____

I-B. Price Schedule

Name of Bidder

IFB Number   Page   of

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit Price DDP/EXW Name Place	Total DDP/EXW per item	Unit price of Delivered duty paid (DDP) /(EXW) to final destination plus price of other incidental services if required[3]

Signature of Bidder

Note:

    a.   In case of discrepancy between unit price and total, the unit price shall prevail.
    b.   The unit and total Delivered Duty Paid (DDP) prices should include the price of incidental services.
    c.   No separate payment shall be made for the incidental services.

II.   Manufacturer's Authorization Form

Date: Tender ID: ==SSW/DBG/WABA/XXX/2023==

_____

WHEREAS _____ who are official producers of _____
_____ and   having   production   facilities   at
_____ do   hereby
authorize_____ located   at
_____ (hereinafter, the "Bidder") to submit a bid
and subsequently negotiate and sign a contract with you for resale of the following products produced by us, for the quantities, specifications and delivery schedule called for by the supply requirements specified in the above mentioned Invitation for Bids:

We hereby extend to you a full guarantee and warranty in accordance with clause 29, Defect Liability, of the General Conditions of Contract and with our own standard product warranty, and duly authorize the Bidder to act on our behalf in fulfilling all warranty obligations with respect to the above-listed products offered for resale by the Bidder in relation to this Invitation for Bids.

We also certify that the Bidder is qualified by us to provide the following maintenance, technical or help desk support, new version upgrade and/or other services related to the above-listed Products in accordance with clause 7 of the General Conditions of Contract:.

[Specify details of the maintenance, technical, upgrade, help desk or other services the Bidder is Authorised to provide]

Name   In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of: _____

Dated on _____ day of _____, _____.

Note: This letter of authority must be on the letterhead of the producer, must be signed by a person competent and having the power of attorney to bind the producer, and must be included by the bidder in its bid as specified in the Instructions to Bidders.

III. General Information Form

All partnership firms, sole proprietorships, companies and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or bidders that are partnerships or individually owned sole proprietorships.

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of owners*		
Name		Nationality
1.		
2.		
3.		
4.		
5.		
*	To be completed by all owners of partnerships	or individually owned firms.

IV.   General Solutions Experience Record

Name of Bidder or Partner of a Joint Venture

All individual firms and all partners of a Joint Venture must complete the information in this form with regard to the management of Solutions contracts generally. The information supplied should be the annual turnover of the bidder (or each member of a Joint Venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to U.S. dollars at the rate of exchange at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Subcontractors only if the Bid Data Sheet for ITB clause 6.1 (a) explicitly permits experience and resources of (certain) Subcontractors to contribute to the Bidder's qualifications.

A brief note on each contract should be appended, describing the nature of the Solution, duration and amount of contract, managerial arrangements, NBP, and other relevant details.
Use a separate sheet for each partner of a Joint Venture.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Annual turnover data (applicable activities related activities only)			
Year*		Turnover	US$ equivalent
1.			
2.			
3.			
4.			
5.			

*   Commencing with the partial year up to the date of submission of bids

V.   Joint Venture Summary (If Any)

Names of all partners of a Joint Venture
1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. Partner

Total value of annual construction turnover, in terms of Solution billed to clients, in US$ equivalent, converted at the rate of exchange at the end of the period reported:

Annual turnover data (applicable activities only; US$ equivalent)						
Partner	Form 2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Etc.						
Totals						

VI.   Particular Solutions Experience Record

Name of Bidder or Partner of a Joint Venture

On separate pages, the bidder is requested to list contracts of a similar nature, complexity, requiring similar information technology and methodologies to the contract or contracts for which these Bidding Documents are issued, and which the bidder has undertaken during the period, and of the number, specified in the BDS for ITB clause 6.1 (a). Each partner of a Joint Venture should separately provide details of its own relevant contracts. The contract value should be based on the payment currencies of the contracts converted into U.S. dollars, at the date of substantial completion, or for ongoing contracts at the time of award.

VII.　　　Details of Contracts of Similar Nature and Complexity

Name of Bidder or Partner of a Joint Venture

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of NBP	
3.	NBP address	
4.	Nature of Solutions and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) Prime Supplier　　　Management Contractor　　　Subcontractor Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency　　　　　　　　Currency　　　　　　　　Currency	
7.	Equivalent amount US$ Total contract: $_____;　　Subcontract: $_____;　　Partner share: $_____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed US$ _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and US$ amount) of Solution undertaken by subcontract, if any, and the nature of such Solution.	

VIII. Financial Capabilities

Name of Bidder or Partner of a Joint Venture

Bidders, including each partner of a Joint Venture, shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB clause 6.1 (a). Each bidder or partner of a Joint Venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in U.S. dollar equivalent (at the rates of exchange current at the end of each year) for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities in U.S. dollar equivalent for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the bidder.

Financial information in US$ equivalent	Actual: Previous two years				
	5	4	3	2	1
1. Total assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profits before Taxes					
6. Profits after Taxes					

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in the BDS for ITB Clause 6.1 (a).

Source of financing	Amount (US$ equivalent)
1.	
2.	
3.	

4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated in the BDS for ITB clause 6.1 (a) (for the individual bidder or each partner of a Joint Venture).

If audits are not required by the laws of bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns.

IX. Personal Capabilities

Name of Bidder

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets for each candidate.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1. Title of position

	Name of prime candidate Name
	of alternate candidate
2.	Title of position
	Name of prime candidate Name
	of alternate candidate
3.	Title of position
	Name of prime candidate Name
	of alternate candidate
4.	Title of position
	Name of prime candidate Name
	of alternate candidate

X.   Candidate Summary

Name of Bidder

Position		Candidate	
		Prime Alternate	
Candidate information	Name of candidate	Date of birth	
	Professional qualifications		
Present employment	Name of employer		
	Address of employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	Telex	
	Job title of candidate	Years with present employer	

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management Experience

XI. Technical Capabilities

Name of Bidder

The bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Solution. In this form, the bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the bidder proposes to utilize in the execution of the Contract Agreement and/ or related agreement.

XII.   Litigation History

Name of Bidder or Partner of a Joint Venture

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, US$ equivalent)

XIII. BID SECURITY FORM (BANK GUARANTEE).

_____

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

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

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

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

We have been informed that *[insert:* ***name of the Bidder****]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert:* ***bid date****]* (hereinafter called "the Bid") for the execution of *[insert:* ***name of contract****]* under Invitation for Bids No. *[insert:* ***IFB number****]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert:* ***name of Bank****]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert:* ***amount in figures****]* (*[insert:* ***amount in words****]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a)   has withdrawn its Bid during the period of bid validity specified by the Bidder in the IFB ; or

(b)   does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or

(c)   having been notified of the acceptance of its Bid by the NBP during the period of bid validity, (i) fails or refuses to execute the contract with you or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon expiry of ninety (90) calendar days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at our office on or before that date.

_____

[Signature(s)]

XIV. Supplier's Representative

In accordance with GCC clause 1.1 (b) (IV), the Supplier's appointed Representative is:

Name: *[insert: **name** or state **"to be nominated within fourteen (14) Days of the Effective Date"]***

Title: *[insert: **title** or state **"to be specified within fourteen (14) Days of the Effective Date"]***

XV.   PERFORMANCE SECURITY BANK GUARANTEE

National Bank of Pakistan Beneficiary	Guarantee No. Executed on Expiry Date:

Name of Surety (Bank) and Address	
Name of Principal (Contractor) and Address	
Sum of Guarantee (express in words and figures)	_____ PKR _____
Contract No. And date	_____ _____

Whereas, National Bank of Pakistan ("NBP") has entered into a contract number [●] dated [●] ("Contract") with [●] (the "Contractor") for providing design, supply, installation, achieving operational acceptance of [*insert: a brief description of the Solution*] and services in respect thereof [●] to NBP;

And whereas, it is a condition of the Contract that the Contractor furnish a performance guarantee of a bank to NBP to secure the performance of the obligations of the Contractor under the Contract;

1) NOW THEREFORE, we, [●] waiving all objections and defenses, hereby irrevocably and independently guarantee to pay to NBP, without delay upon NBP's first written demand and without cavil or argument, any amount claimed by NBP upto the maximum amount of Rs [●] without requiring NBP to prove or to show grounds or reasons for such demand, upto the sum specified hereinabove, against NBP's written declaration that the Contractor has refused or failed to perform the aforementioned Contract. NBP may make any number of claims upon us upto the maximum amount secured hereunder and the guarantee shall stand reduced proportionately by the amount of the claims paid by us to NBP.

2) You shall not be obliged before making any demand upon us under this guarantee (a) to demand any payment of the Contractor (b) to take any legal proceedings against the Contractor, (c) to make any claim in winding-up of the Contractor, or (d) to exercise any right which you may have under any security or against any other surety for the obligations of the Contractor in respect of the Contract.

3) Our obligations under this guarantee shall not be discharged or effected by (a) any dissolution, winding-up or corporate re-organization of the Contractor (b) any transfer or extinguishing of any of the liabilities of the Contractor by any law, regulation, decree, judgment, order or similar instrument; or (c) on any other account, omission, or thing which but for this provision would or might constitute legal or equitable discharge of a surety.

4) NBP may grant time and indulgence to the Contractor or vary the terms of the Contract, with or without notice to us, which notice is hereby waived, provided such time, indulgence and variation does not increase the amount guaranteed.

5) The Contractor may by notice to us have the validity of this guarantee extended.

6) NBP shall be the sole and final judge for deciding whether the Contractor has duly performed its

obligations under the Contract or has defaulted in fulfilling the said obligations and we shall pay without objection any amount claimed by NBP upto the sum named hereinabove upon demand from NBP forthwith or without any reference to the Contractor or any other person.

7) This guarantee shall remain valid upto [●] or upto the date that NBP issues a certificate to us stating that the Contractor has fulfilled all their obligations in a satisfactory manner, whichever date is later. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

8) Upon the expiry of the guarantee we shall stand released and discharged of all obligations hereunder irrespective of whether the original guarantee instrument is returned to us or not. This guarantee shall remain binding on our successors in interest.

_____
Guarantor

Witnesses:

1. Signature   2. Signature

Name   Name

Title   Title

XVI.   Advance Payment Bank Guarantee

Date: *[insert: date]*

IFB: *[insert: title and number of IFB]*

Contract: *[insert: name and number of Contract]*

To: *[insert: name and address of NBP]*

Dear Sir or Madam:

We refer to the Contract Agreement ("the Contract") signed on *[insert: date]* between you and *[insert: name of Supplier]* ("the Supplier") concerning design, supply, installation, achieving operational acceptance of *[insert: a brief description of the Solution]* and services in respect thereof**.**

Whereas, in accordance with the terms of the said Contract, NBP has agreed to pay or cause to be paid to the Supplier an advance payment in the amount of *[insert: amount in numbers and words, for each currency of the Advance Payment]* to the Supplier ("Advance Payment").

1.   By this guarantee instrument we, the undersigned, *[insert: name of Bank],* a bank organized under the laws of *[insert: country of Bank]* and having its registered/principal office at *[insert: address of Bank],* (hereinafter, "the Bank") do hereby irrevocably guarantee payment of sums equal to the Advance Payment upon the first demand of NBP without cavil or argument and without reference to the Supplier, in the event that the Supplier fails to commence or fulfill its obligations under the terms of the said Contract. NBP shall be the sole judge of whether the Supplier has fulfilled its obligations or not.

2.   You shall not be obliged before making any demand upon us under this guarantee (a) to demand any payment of the Supplier (b) to take any legal proceedings against the Supplier, (c) to make any claim in winding-up of the Supplier, or (d) to exercise any right which you may have under any security or against any other surety for the obligations of the Supplier in respect of the Contract.

3.   Our obligations under this guarantee shall not be discharged or effected by (a) any dissolution, winding-up or corporate re-organization of the Supplier (b) any transfer or extinguishing of any of the liabilities of the Supplier by any law, regulation, decree, judgment, order or similar instrument; or (c) on any other account, omission, or thing which but for this provision would or might constitute legal or equitable discharge of a surety.

4.   You may grant time and indulgence to the Supplier or vary the terms of the Contract, with or without notice to us, which notice is hereby waived, provided such time, indulgence and variation does not increase the amount guaranteed.

5.   This guarantee shall become operative from the date upon which the said Advance Payment is received by the Supplier and shall remain in force until the date upon which the Supplier has fully repaid the amount so advanced to NBP in accordance with the terms of the Contract and as evidenced by a certificate provided by NBP stating that the Supplier has fully repaid the Advance Payment. Upon issuance of the aforesaid certificate, this guarantee shall become null and void, whether the original is returned to us or not. Any claims to be made under this guarantee must be received by the Bank during its period of validity.

For and on behalf of the Bank
Signed:

Date:

in the capacity of: *[insert: title or other appropriate designation]*

Common Seal of the Bank

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

_____the [Seller/Supplier/Contractor] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, the [Seller/Supplier/Contractor] 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 including 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 hereto.

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, the [Seller/Supplier/Contractor] 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by the [Seller/Supplier/Contractor] 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.

XVIII – CHECK LIST

Description	Documentary Proof / Attachments	
	Yes	No
Technical Requirements Matrix		
Bid Form without mentioning prices details (in Technical Proposal)		
Bid Form with mentioning prices details (in financial proposal)		
Integrity Pact		
Any other Forms / Attachments as per RFP Requirements (Section – Sample Forms)		
All the attachments, proofs and justifications as mentioned in the Technical Requirements of RFP (if any)		