



National Institute of Banking and Finance

**Procurement of Collaboration Services
(Collaboration Project for E-Learning Courses -CPECs)
by the National Institute of Banking and Finance Islamabad**

H-8/1, Pitras Bukhari Road Islamabad

BIDDING DOCUMENTS

May 2023

VOLUME-I

INVITATION TO BID
INSTRUCTIONS TO BIDDERS
BID DATA SHEET
FORM OF BID
QUALIFICATION CRITERIA
CONDITIONS OF CONTRACT
STANDARD FORM
SCOPE OF SERVICES/BILL OF QUANTITIES



National institute of Banking and Finance (NIBAF)

Invitation to Bids (IFB)

NIBAF (Proc)/ 0293 / 2023

National Institute of Banking and Finance invites sealed bids from eligible Bidders, registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for collaboration with NIBAF to design, develop and launch E-Learning Courses on the basis of Revenue Sharing Model.

Bidding document containing detailed Description of Revenue sharing model, Terms & Conditions and related information is available for the interested bidders from the address given below on submission of a request duly accompanied by NTN registration certificate. Bidding documents can also be downloaded from SBP website at www.sbp.org.pk free of cost. In case of any discrepancy/conflict, provisions of Bidding documents including any addenda posted on the procuring agency's website, shall prevail.

The bids prepared in accordance with the instructions provided in the Bidding documents must be delivered in a hard copy submitted (in person, or by post) on or before **May 30, 2023** at **11:00 AM** which shall be opened on the same day at **11:30 AM** at Library, Ground Floor, National Institute of Banking & Finance Islamabad in the presence of representatives of firms who may choose to be present. This advertisement is also available on websites: <https://www.sbp.org.pk/> & <https://nibaf.sbp.org.pk/> .

Sr. Joint Director

Administration Division

National Institute of Banking and Finance (NIBAF)

Pitras Bukhari Road

Tel: 051-9269850-58

Email: arслан.saleem@sbp.org.pk

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INSTRUCTIONS TO BIDDERS

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Section - I INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Scope of Bid	<p>1.1. National Institute of Banking and Finance, having its principal place of business as defined in Bid Data Sheet, (hereinafter called "NIBAF") invites Bids for the Services summarized in the Bid Data Sheet (BDS) (hereinafter referred to as "the Services"), at the Buildings and other areas specified in the BDS (hereinafter referred to as Premises).</p> <p>1.2. Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive.</p> <p>1.3. The procurement title, reference number, method and procedure are specified in the BDS.</p>
2. Eligible Bidders	<p>2.1. Except as provided in Instructions to Bidders Clauses 2.2, 2.3 and 2.4, this bidding process is open to all bidders who meet the qualification criteria given in Bidding Documents.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. A bidder declared ineligible for corrupt and fraudulent practices, shall not be permitted to submit the bid. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.4. A bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.5. Bidders shall provide evidence of their continued eligibility satisfactory to the NIBAF, as the NIBAF shall reasonably request.</p> <p>2.6. Bidder must meet all the qualification criteria as defined in Bidding Documents.</p>
3. Qualification of the Bidder	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p> <p>3.2. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</p>
4. One Bid per Bidder	<p>4.1. Each Bidder shall submit only one Bid individually.</p> <p>4.2. A bidder who submits or participates in more than one bid will be disqualified.</p>
5. Cost of Bidding	<p>5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the NIBAF in no case be held responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>

B. Bidding Document

6. Content of Bidding Documents	<p>6.1. The given contents of the Bidding Documents are as under and these should be read in conjunction with any addendum issued under ITB Clause 8:</p> <ol style="list-style-type: none"> i. Invitation to Bids. ii. Instructions to Bidders (ITB) iii. Bid Data Sheet (BDS) iv. Form of Bid v. Form of Contract vi. General Conditions of Contract (GCC) vii. Special Conditions of Contract (SCC) viii. Description of Services ix. Bid Evaluation Criteria
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	<p>x. Format of Security Forms</p> <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. 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 its bid.</p>
<p>7. Clarification of Bidding Documents</p>	<p>7.1. A prospective Bidder shall submit request for clarification, if required, to NIBAF in writing at the given address and by one of the means indicated in the BDS. The NIBAF will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the NIBAF's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the NIBAF</p> <p>7.2. If a Bidder feels that any provision in the documents is contrary to the provisions of any other instruction in these bidding documents, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, to be addressed to the 'Grievance Redressal Committee (GRC) NIBAF, Pitras Bukhari Road, H-8/1 Islamabad' well before the Bid submission deadline.</p> <p>7.3. In order to clarify issues and answer questions on any matter that may be raised before submission of bid, with particular attention to issues related to the Technical Requirements, potential bidder may submit their queries on email address zohra.hanif@sbp.org.pk or arslan.saleem@sbp.org.pk . Questions raised and responses given, will also be transmitted without delay to all those that received the Bidding Documents from the NIBAF. Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary as a result of the pre-bid clarification, shall be made by the NIBAF by issuing an Addendum under ITB Clause 8.</p>
<p>8. Amendment of Bidding Documents</p>	<p>8.1. At any time before the deadline for submission of bids, NIBAF, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document.</p> <p>8.2. Any addendum issued including the notice of any extension of deadline shall be part of the Bidding Documents pursuant to ITB 8.1 and shall be communicated in writing that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page (www.sbp.org.pk).</p> <p>8.3. Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</p> <p>8.4. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.</p> <p>8.5. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, NIBAF may, at its discretion, extend the deadline for the submission of bids .</p>

C. Preparation of Bids

<p>9. Language of Bid</p>	<p>9.1. The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and NIBAF shall be written in the English or Urdu language; provided that any printed literature furnished by the bidder in another language as long as accompanied by an English or Urdu translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English or Urdu translation shall govern the relation between the parties.</p>
<p>10. Documents Comprising the Bid</p>	<p>10.1. The bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> i. Forms for Technical Bid under Section III ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV iii. Forms for Financial Bid under Section V. iv. Bidding Documents (in original) duly signed and stamped on each page / sheet. v. Bid Security in original vi. Power of Attorney in accordance with the Clause 15 of ITB. vii. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.
<p>11. Bid Prices</p>	<p>11.1. The Bidder shall quote rates and prices for all items of the Services described in the scope of services, and as in the Price Schedule (where applicable). Items for which no rate or price is entered by the Bidder will not be paid for by the NIBAF when the contract is executed and shall be deemed covered by other rates and prices in the Activity Schedule. Bidder shall quote percentage (%) share of net revenue which will be shared with NIBAF (SBP).</p> <p>11.2. All duties, indirect taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Department (where applicable).</p> <p>11.3. If provided for in the Bidding Data Sheet, the rates quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 5.2 of the General Conditions of Contract and/or Special Conditions of Contract (where applicable).</p>
<p>12. Currencies of Bid and Payment</p>	<p>12.1. The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by NIBAF would be in Pak Rupees..</p>
<p>13. Bid Validity</p>	<p>13.1. Bids shall remain valid for the period specified in the BDS.</p> <p>13.2. In exceptional circumstances, NIBAF may request the bidders to extend the bid validity period for a specified additional period. The request and the bidders' responses shall be made in writing by letter or email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 14 in all respects.</p>
<p>14. Bid Security</p>	<p>14.1. The bid security shall be denominated in the currency of the bid:</p> <ul style="list-style-type: none"> i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank;

	<ul style="list-style-type: none"> ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the NIBAF before bid submission; iii. be payable promptly upon written demand by the NIBAF; iv. be submitted in its original form; copies will not be accepted; v. In the case of Bank Guarantee, it shall remain valid for at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested under ITB Clause 13.2. vi. bids submitted with insufficient bid security will be rejected. vii. bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument. viii. the most advantageous Bidder's bid security will be released/ returned upon the submission of performance security. <p>14.2. The bid security may be forfeited:</p> <ul style="list-style-type: none"> i. If a bidder withdraws its bid during the period of bid validity; or ii. If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24 of ITB hereof; iii. In the case of a most advantageous bidder, if he fails to: <ul style="list-style-type: none"> a. Furnish the required Performance Guarantee in accordance with Clause 32 of ITB, or b. Sign the Agreement, in accordance with Sub-Clauses 30.2 & 30.3 of ITB and
<p>15. Format and Signing of Bid</p>	<p>15.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.</p> <p>15.2. The original and all copies of the bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. The authorization must be in writing and included in the bid under ITB Clause 10.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. All Schedules to Bid are to be properly completed and signed.</p> <p>15.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected.</p> <p>15.4. In accordance with ITB Clause-16, Bids shall be sealed in an envelope addressed to NIBAF at the address provided in the Bid Data Sheet, with description of the contract and a warning regarding not to open before the specified date and time. Name and address of the bidder must also be marked on the envelope at the appropriate place.</p> <p>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.</p>

D. Submission of Bids

<p>16. Sealing and Marking of Bids</p>	<p>16.1.The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [number].” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the NIBAF at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline].”</p> <p>16.2.In addition to the identification required in Sub-Clause 16.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18.</p> <p>16.3.If the outer envelope is not sealed and marked as above, the NIBAF will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>17. Deadline for Submission of Bids</p>	<p>17.1.Bids must be received (through an authorized representative or courier/postal service) by NIBAF at the address specified in the BDS, no later than the bid submission deadline specified in the BDS. Bids submitted through telegraph, telex, fax or e-mail shall not be considered. Any bid received by the NIBAF after the deadline for submission prescribed in the Bid Data Sheet will be returned unopened to such bidder.</p> <p>17.2. NIBAF may extend the deadline for submission of bids by issuing an amendment under ITB Clause 8, in which case all rights and obligations of the NIBAF and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<p>18. Late Bids</p>	<p>18.1.Any Bid received (through an authorized representative or courier/postal service) by NIBAF after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.</p>
<p>19. Modification and Withdrawal of Bids</p>	<p>19.1.The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the NIBAF before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2.No bid can be modified after the deadline for submission of bids.</p> <p>19.3.No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in the Bidder's forfeiture of its bid security.</p>

E. Bid Opening and Evaluation

<p>20. Bid Opening</p>	<p>20.1.The NIBAF will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>20.2.For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
<p>21. The process to Be Confidential</p>	<p>21.1.The information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall be strictly confidential.</p> <p>21.2.Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by NIBAF to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>21.3.The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without NIBAF's prior written consent.</p> <p>21.4.In case of any disclosure related to the bidding process and</p>

	<p>contractual obligations at any stage by any bidder and/or service provider, NIBAF may reject its bid and/or terminate the contract.</p> <p>21.5. Any effort by a Bidder to influence the NIBAF in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>
22. Clarification of Bids	<p>22.1. During the bid evaluation, the NIBAF may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price (except under Clause 24 of ITB) or substance of the bid shall be sought, offered, or permitted.</p>
23. Preliminary Examination	<p>23.1. NIBAF will examine the bids to determine whether;</p> <ol style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security have been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV <p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
24. Correction of Errors	<p>24.1. Bids determined to be substantially responsive will be checked by the NIBAF for any arithmetic errors. Arithmetical errors will be rectified by the NIBAF on the following basis:</p> <ol style="list-style-type: none"> i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and iii. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. iv. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. <p>24.2. The amount stated in the Bid will be adjusted by the NIBAF as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB 14.</p>
25. Evaluation and Comparison of Bids	<p>25.1. The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail.</p> <p>25.2. NIBAF will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-</p>

	<p>responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, NIBAF will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:</p> <ol style="list-style-type: none"> a. Making any correction for arithmetic errors pursuant to Sub-Clause 24.2 of ITB hereof. b. Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. <p>25.3. The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated as per criteria mentioned in ITB.</p> <p>25.4. The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p> <p>25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by NIBAF, provided such waiver does not prejudice or affect the relative ranking of any other bidders.</p>
26. Contacting the NIBAF	<p>26.1. Subject to Clause 22 of ITB heretofore, no bidder shall contact NIBAF on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by NIBAF. The evaluation results shall be announced as under:</p> <ol style="list-style-type: none"> a. Technical Evaluation Report/Results would be posted for seven days on SBP's website/shared with the participating bidders. b. Financial / Final Evaluation Report would be posted on SBP or NIBAF websites for fifteen days. <p>26.2. Any bidder feeling aggrieved by any act of NIBAF may lodge a written complaint concerning his grievances to the grievance redressal committee NIBAF</p>

F. Award of Contract

27. Award Criteria	<p>27.1. The contract will be awarded to the most advantageous Bidder whose bid has been found Technically & Commercially/Financially compliant and emerged as the Most Advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant to applicable laws and other terms of Bidding Documents and which is the highest revenue sharing Bid Price. Provided further that the Bidder is determined to perform the contract satisfactorily.</p>
28. NIBAF's Right to Reject all the Bids	<p>28.1. NIBAF reserves the right to annul the bidding process and reject all bids at any time before award of contract without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but NIBAF will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the bidders.</p>
29. NIBAF's Right to Vary Inputs/ Outputs at Time of Award	<p>29.1. NIBAF reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions.</p>
30. Notification of Award and Signing of Agreement	<p>30.1. Prior to the expiration of the period of initial/extended bid validity, the NIBAF will notify the most advantageous Bidder in writing ("Notification of Award"), to be confirmed in writing by registered letter/email, that its bid has been accepted.</p>

	<p>30.2. Within twenty-one (21) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, NIBAF will send the most advantageous bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.</p> <p>30.3. The formal Agreement between NIBAF and the most advantageous bidder shall be executed within seven (07) days of the receipt of Form of Agreement by the most advantageous bidder from NIBAF.</p> <p>30.4. Upon the most advantageous Bidder's furnishing of the Performance Guarantee and signing of Contract, NIBAF will discharge its bid security.</p>
31. Disqualification Prior to Contract Signing	<p>31.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous bidder, or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.</p> <p>31.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should be provided to the bidder with the Most Advantageous bid and prior approval of the competent authority of NIBAF must also be obtained.</p>
32. Performance Guarantee	<p>32.1. After the receipt of Notification of Award, the most advantageous Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS.</p> <p>32.2. Failure of the most advantageous Bidder to comply with the requirement of ITB 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.</p>
33. Advance Payment and Security	<p>33.1. NIBAF will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract.</p>
34. Grievances Redressal	<p>34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC).</p>
35. Code of Conduct	<p>35.1. It is the NIBAF's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, following instructions may be noted:</p> <p>“corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including, -</p> <ol style="list-style-type: none"> i. “coercive practices” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. “collusive practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iii. “corrupt practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful

- gain;
- iv. **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
 - v. **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

35.2. The NIBAF can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices.

35.3. The following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of NIBAF management:

Nature of Offense/ Fault	Means of Verification
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.
Bidder failed to abide with Bid Form	Failed to abide with Bid Form

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

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

35.5. The bidder shall undertake to sign an Integrity pact in accordance with the prescribed format given in the Bidding document for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by NIBAF.

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

	<p>35.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <ul style="list-style-type: none"> i. A bidder that has been engaged by the NIBAF to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client. iii. A bidder (including its Personnel) that has a business or family relationship with a member of the NIBAF's staff who is directly or indirectly involved in any part of <ul style="list-style-type: none"> a. the preparation of the specifications of the goods, b. the selection process for such assignment, or c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the NIBAF. iv. Bidders shall not recruit or hire any agency or current employees of the NIBAF. Recruiting former employees of the NIBAF or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the NIBAF by the bidder as part of the bid.
<p>36. Overriding Effect of conflict</p>	<p>36.1. Whenever in conflict with these documents, the decision of NIBAF shall prevail.</p>
<p>37. Beneficial Ownership Information</p>	<p>37.1. For Services/works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:</p> <p>37.2. Blacklist the said company,</p> <p>37.3. Reject the bid of the said company.</p>

Section II – Bid Data Sheet (BDS)

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

ITB Clause	Description
1.1	<ul style="list-style-type: none"> • Procurement Title: Procurement of Collaboration Services (Collaboration Project for E-Learning Courses -CPECs) by the National Institute of Banking and Finance H-8/1, Pitras Bukhari Road Islamabad • Reference Number: NIBAF (Proc)/ 0293 / 2023 • Procurement Method: Open Competitive Bidding • Procurement Procedure: “Single Stage Two Envelopes Procedure”. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Employer without being opened. The Employer will evaluate the technical proposal in a manner prescribed in Schedule B to Bid, without reference to the price and reject any proposal which does not conform to the specified requirements. The financial proposals of bids shall be opened publicly at a time date and venue announced and communicated to the bidders in advance. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders.
13.1	Bid Validity period is 180 days from the date fixed for opening of the Bids.
14.1	<ul style="list-style-type: none"> • Bid Security of Rs. 100,000/- in favour of NIBAF shall be enclosed along with the Technical Bid in the shape of Pay Order / Demand Draft /Deposit at Call in favor of NIBAF (SBP) valid for a period 28 days beyond the Bid Validity date. The Bid Security in original is required to be submitted with Technical Bid. • Any bid found without sufficient Bid Security will be rejected instantly. (In the case of a bank guarantee, the validity of the bank guarantee should be 28 days beyond the bid validity period.)
15.1	Only original Bid is to be submitted.
16.1	<ol style="list-style-type: none"> 1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL” in bold letters. 2. The outer envelope shall be addressed to the NIBAF at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]”. The content of the Technical and Financial Proposal is mentioned in BDS. 3. <u>Following should be the contents of the Technical Bid Envelope:</u> <ol style="list-style-type: none"> i. Form I of Section III – Authorization Form for Bidder’s Representative ii. Form II of Section III – Form of Technical Bid iii. Form III of Section III – Bid Security Form/Bank Guarantee: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order. iv. Form IV of Section III – Technical Compliance Form

	<p>v. Form V of Section III – Undertaking</p> <p>vi. Form VI – Declaration of Beneficial Owners’ Information</p> <p>vii. Duly signed and stamped, Volume-I of the Bidding document.</p> <p>viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV</p> <p>4. <u>Following should be the contents of the Financial Proposal Envelope/Volume-II:</u></p> <p>i. Form-I of Section V – Financial Bid Submission Form</p> <p>ii. Form-II of Section V – Price Schedule (Revenue Sharing Model)</p> <p>5. <u>Important Note:</u></p> <p>i. Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid.</p> <p>ii. All participating bidders are required to submit a scanned copy of the submitted Original Technical Bid Only after the opening of the Financial Bid at zohra.hanif@sbp.org.pk and arслан.saleem@sbp.org.pk.</p>
17.1	<ul style="list-style-type: none"> • The NIBAF’s (SBP) address for Bid submission is as mentioned in Notice for Invitation to Bids. • The NIBAF (SBP) will communicate the opening of the Financial Proposal to the eligible/qualified bidders after the completion of all requirements of Technical Evaluation. • The deadline for submission of bids shall be as mentioned in Notice for Invitation to Bids.
20.1	<ul style="list-style-type: none"> • Bids will be opened as defined in Notice for Invitation to Bids.
29.1	<ul style="list-style-type: none"> • Fifteen percent (15%) increase or decrease in scope of services.
32.1	<ul style="list-style-type: none"> • The most advantageous Bidder shall furnish a Performance Guarantee equal to 5% of the total contract price in the shape of Bank Guarantee/Bank draft issued from a scheduled bank in Pakistan, which will be valid 28 days beyond the Contract Period. The Performance Guarantee shall be forfeited if the most advantageous Bidder fails to perform the services under the Contract.
34.1	<ul style="list-style-type: none"> • The address of Grievance Committee is; NIBAF Sector H-8/1, Pitras Bokhari Road, Islamabad

Section III- Forms for Technical Bid

1. Form I – Authorization Form for Bidder’s Representative
2. Form II – Technical Bid Submission Form/Form of Bid
3. Form III – Bid Security Form/Bank Guarantee
4. Form IV – Technical Compliance Form
5. Form V – Undertaking
6. Form VI – Declaration of Beneficial Owners’ Information

Form - I
(Authorization Form for Bidder's Representative)
(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

IFB No: NIBAF (Proc)/ 0293 / 2023
Title: Procurement of Collaboration Services (Collaboration Project for E-Learning Courses -CPECs) by the National Institute of Banking and Finance H-8/1, Pitras Bukhari Road Islamabad

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

Official Seal & Signature of Bidder: _____

Date: _____

Form - II
(Technical Bid Submission Form / Form of Bid)

(Letter of Offer)

Bid Reference No. _____

Procurement of Collaboration Services (Collaboration Project for E-Learning Courses - CPECs) by the National Institute of Banking and Finance H-8/1, Pitras Bukhari Road Islamabad

To:

Gentlemen,

1. Having examined the Bidding Documents including Addenda Nos. _____ for the execution of the above-named services, we, the undersigned, being a company/firm doing business under the name of _____ and address _____ and being duly incorporated established under the laws of Pakistan hereby offer to execute the subject services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in Volume-II: Schedule of Prices or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as provided in Bid Data Sheet drawn in your favor or made payable to you and valid for a period of two hundred eight (208) days.
4. We undertake, if we qualify and our Bid is accepted, to take up the subject services for the time period as stated in Bid Data Sheet.
5. We agree to abide by this Bid for a period of 180 days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute and abide by the Performance Guarantee referred to in Conditions of Contract for the due performance of the Services.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.
10. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this _____ day of _____, 2023

Signature _____

In the capacity of _____ duly authorized to sign the bid for and on behalf of the Bidder. A letter of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.

(Name of Bidder in Block Capitals)
(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

C.N.I.C No: _____

Form - III
(Bid Security Form)

(Bank Guarantee/ Not to be followed in case of Pay Order/CDR)

Over Stamp Paper

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to SBP Banking Services Corporation)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Bidder, we the Guarantor above-named are held and firmly bound unto the SBP Banking Services Corporation, (hereinafter referred to as "NIBAF") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to NIBAF; and

WHEREAS, NIBAF has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to NIBAF, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, or
 - (c) failure of the most advantageous bidder to
 - (i) furnish the required Performance Guarantee, or
 - (ii) sign the proposed Contract,

the entire sum be paid immediately to the said NIBAF for delayed completion and not as penalty for the most advantageous bidder's failure to perform.

NOW THEREFORE, if the most advantageous bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with NIBAF in accordance with his Bid as accepted, and furnish within fifteen (15) days of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said NIBAF for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to NIBAF the said sum stated above upon first written demand of NIBAF without cavil or argument and without requiring NIBAF to prove or to show grounds or reasons for such demand, notice of which shall be sent by NIBAF by registered

post/ courier service duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT NIBAF shall be the sole and final judge for deciding whether the Bidder has duly performed its obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from NIBAF forthwith and without any reference to the Bidder or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this guarantee under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1.

2.

(Name, Title and Address)

1. Signature

2. Name: _____

3. Title: _____

Form IV
(Technical Compliance Form)
 (ON SERVICE PROVIDER'S LETTERHEAD)

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in "Section-VI-Part I- "Specific Services Data/Scope of Services".	
2	All the stated Terms and Conditions of the Contract.	

Seal and Signature of Bidder: _____

General Note

- *The Minimum Eligibility / Technical Compliance will be evaluated totally on Quality & Cost Based System (QCBS) method. The Financial Proposal of the only technically accepted bids will be opened and the bid found to be the Most Advantageous bid shall be accepted.*

- *The bid found to be the Most Advantageous i.e. securing highest Total Qualifying Score (TQS) as per **B.2.3 of Section IV** and will be awarded the contract.*

Form - V(a)

(Over Stamp Paper of Rs. 100)

Affidavit for Bidder's Blacklisting Status

Dear Sir,

- i. I/We hereby confirm and declare that I/We, M/s -----, has neither been Blacklisted/debarred nor sanctioned by National Counter Terrorism Authority (NACTA).
- ii. Detection of false declaration/statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to disqualification and forfeiture of Bid Security and/or Performance Guarantee and termination of the contract.

Seal & Signature of Bidder: _____

Date: _____

Form - V(b)
(Undertaking for Compliance of Applicable Laws)

(Over Stamp Paper of Rs. 100)

Dear Sir,

- i. I/We, M/s -----, hereby undertake that I/We, M/s----- shall comply with all applicable Labor laws and other applicable laws which includes but not limited to following:
 - a. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government.
 - b. EOBI/Social Security registration of its resources and regular payment of contributions.
 - c. Gratuity.
 - d. Group Life and Medical Insurance.
 - e. Casual, medical and maternity or any other leaves as per applicable laws.
 - f. Any other requirement as per applicable laws.

- ii. I/We, M/s -----, shall issue appointment letters to my/our employees working under this contract in compliance of the above stated laws.

- iii. I/We, M/s -----, understand and agree unconditionally that in case I/We, M/s fail to abide by the above undertaking or any of terms of the Contract, the Client/ NIBAF shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.

Seal & Signature of Bidder: _____

Date: _____

Form - VI
(Declaration of Beneficial Owners' Information)

In case of services/works worth Rs.50 million or above, the bidder shall provide Beneficial Ownership information on the below prescribed Form.

1. Name	
2. Father's Name/Spouse's Name	
3. CNIC/NICOP/Passport no.	
4. Nationality	
5. Residential address	
6. Email address	
7. Date on which shareholding, control or interest acquired in the business.	

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

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

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

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

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

Name & signature

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

Section IV- Qualification Information and Bid Evaluation Criteria

A. Basic Conditions for Qualification

- A.1. Joint Ventures (JV) are not allowed, only firms/ companies fulfilling the requirements mentioned in the Invitation to Bid are eligible to participate in the bidding process.
- A.2. Information supplied by the Bidders for the qualification statement must apply to the company, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group ownership". However, if the company named on the statement is a majority-owned subsidiary of another company (i.e., 50% or more of the shares of the first company are owned by the second company as per the records of the SECP) then the information supplied may relate to such company or the parent company and the company named on the statement will be considered a qualified company if other qualification criteria are met. Financial Bids of only qualified companies shall be opened and the Contract shall be awarded to the most advantageous bidder.
 - A.2.1. NIBAF will review the information supplied by the bidders submitted for qualification and will make public the results of qualification to the bidders.
 - A.2.2. Firms/Companies applying for qualification are advised that any variation of constitution or membership from that put forward in response to this notice, without prior approval of NIBAF may result in their disqualification.
 - A.2.3. The response to this notice must be sufficiently detailed to convince NIBAF that the firms/companies applying for qualification have the experience as well as the technical, administration and financial qualifications necessary for the execution of the services and they must prove that they have carried out similar services in their own country or abroad.
 - A.2.4. Only Technical Proposals will be opened in the presence of Bidders or their authorized representatives who may choose to attend as per the schedule provided in the Invitation to Bids. The bidders should provide maximum information required for evaluation of their Technical Proposals.
 - A.2.5. The Financial Bids of the technically qualified bidders shall be opened on the date and venue communicated to the bidders through email/registered post/ courier service. The Financial Bids of the Bidder's, who fail to qualify, shall be returned to them unopened. Decision of NIBAF in this connection shall be final and binding on all Bidders.

B. Qualification Criteria:

B.1. General

Qualification will be based on all the criteria given in paras **1.2 (i) & (ii)** regarding the Bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses in the forms attached to this letter. NIBAF reserves the right to waive minor deviations, if these don't materially affect the capability of Bidder to perform the contract.

NIBAF reserves the right to verify or seek clarification of the information furnished by the Bidders. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. NIBAF may reject any application for any misrepresentation knowingly made by any bidder in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the NIBAF, which is incorrect in any respect.

Proposals which are not supported by adequate proof / Supplementary documents will not be evaluated.

The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the eligibility criteria. The technical proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses. Evaluations will be based on documentary evidence submitted by the bidder with respect to selection criteria. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP.

For the purpose of selection, the evaluation will be based on the following composition:

SN	Description	Evaluation Weight-age
1	Technical Evaluation	80%
2	Financial Evaluation	20%
	Total	100%

B.2. Qualification Criteria

In addition to the eligibility criteria given in the instructions to bidders, for qualification purpose, the bidders must meet the following requirements;

B.2.1. Minimum Eligibility/ Qualification Criteria

SN	Eligibility Criteria	Supportive Documents	Conditions
1.	Bidder must be incorporated in Pakistan with the Securities and Exchange Commission of Pakistan. Bidder should be operating in Pakistan for last five (5) years.	Valid incorporation certificate. Copy of article and memorandum of association	Mandatory

2.	Bidder should never have been terminated, blacklisted or debarred by any organization on account of services related issues and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs.100/- (Rupees Hundred Only) regarding their non-blacklisting in any of the government department and public sector undertaking /enterprise in Pakistan and central vigilance commission during the last five financial years.	Mandatory
3.	Bidder must be registered with Income Tax and Sales Tax Departments and must appear on the Active Tax Payers List of FBR	Bidder should provide valid certificates of registration with these authorities as applicable.	Mandatory
4.	The bidders should have minimum total Turnover of the company at-least Rs.40 million in the last financial year (2021-22).	Proof of the same must be attached in form of audited balance sheet or Certificate from statutory auditor.	Mandatory
5.	The bidder should have a proven system of ensuring confidentiality. All legal liability against any violations would be borne by the bidder.	Declaration from concerned department is required	Mandatory

B.2.2. Technical Evaluation Criteria

SN	Evaluation Criteria	Marks
1	Annual Turnover	10
2	Experience in terms of E-Learning Projects	10
3	Experience in terms of Operation	10
4	Experience in terms of Online Users Load	10
5	E-Learning Content Quality	30
6	Professional Team	10
Total Technical Score (TS)		80
Minimum Qualifying Marks in Technical Evaluation (50%)		40

B.2.2.1. Technical Evaluation Criteria Summary

SN	Evaluation Criteria Details	Marks
1.	Annual Turnover Average Annual Turnover of the Bidder during the last three (3) financial years <ul style="list-style-type: none">• 02 Marks per Rs.20Million	10
2.	Experience in terms of E-Learning Projects Bidder should have experience in implementation of at least two (2) National/International level e-Learning content projects related in Govt. Depts. / Banking / Financial / Educational Institutions during last fifteen (15) financial years <ul style="list-style-type: none">• 02 Marks per project	10
3.	Experience in terms of Operation No of years the bidder is in operation <ul style="list-style-type: none">• 01 Mark per year	10
4.	Experience in terms of Online Users Load Total No. of learners / users, in Govt. Depts. / Banking / Financial / Educational Institutions in Pakistan, where the solution has been implemented <ul style="list-style-type: none">• 01 Mark per 2,000 users	10
5.	E-Learning Content Quality <ul style="list-style-type: none">• Interactivity (Use of Videos / Gamification / Activities / Simulations / Assessments) – 10 Marks (02 Marks per Domain*)• Content Quality, Coverage and Scope – 10 Marks (02 Marks per Domain*)• Assessment Quality – 10 Marks <i>*Domain as per clause v (b) of Section-VI Part-1</i>	30
6.	Professional Team Total employees on pay roll for the proper execution of the contract >= 100 employees - 10 Marks >= 50 employees - 07 Marks >= 20 employees - 04 Marks	10
	Total Technical Score (TS)	80

B.2.3. Proposal Evaluation Criteria

B.2.3.1. After the evaluation of Technical Proposals, NIBAF (SBP) shall notify all the technically qualified bidders about the date, time and location for opening of Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the Financial Bid opening.

B.2.3.2. The Committee shall evaluate the Financial Proposal. If any discrepancy

arises between the "total" amount and the partial amount, the "total" amount shall prevail. If any discrepancy arises between "word" representation of amount and numerical representation of amount, then the word representation shall prevail. The prices of all activities and resources listed in the Technical Proposal shall be assumed to be included in the Financial Proposal, whether or not they are individually listed and priced in the Financial Proposal.

B.2.3.3. Quality and Cost Based Selection (QCBS) method will be used for evaluation of proposal.

The formula for determining the financial scores (FS) of Proposals is calculated as under:

$FS = 20 \times Qr/Hr$, where

"Qr" = Revenue share of the specific bid (%)

"Hr" = Revenue share of the highest bid (%)

Illustration:

Proposal A quoted 20%, Proposal B Quoted 30% and Proposal C quoted 40% as revenue share.

- Financial score of Proposal A = $FS(A) = 20 \times 20\% / 40\% = 10$ where $Qr=20\%$ and $Hr=40\%$.
- Financial score of Proposal B = $FS(B) = 20 \times 30\% / 40\% = 15$ where $Qr=30\%$ and $Hr=40\%$.
- Financial score of Proposal C = $FS(C) = 20 \times 40\% / 40\% = 20$ where $Qr=40\%$ and $Hr=40\%$.

B.2.3.4. Proposals are ranked according to their combined total technical score (TS) and financial score (FS) as under:

Total Qualifying Score (TQS) = $TS \times 80\% + FS \times 20\%$

B.2.4.5. Bidder securing highest Total Qualifying Score (TQS) shall be selected as the Most Advantageous Bidder.

Section V- Form for Financial Bid (Volume II)

Provided in Volume-II of Bidding Documents

**Form II – Price Schedule (Volume II)
The Financial Bid**

Provided as Volume-II of Bidding Documents

Section-VI-Part-1 PROJECT PURPOSE / SCOPE OF WORK

A. Background and Introduction of Project

National Institute of Banking and Finance (NIBAF), a subsidiary of the country's central bank, State Bank of Pakistan (SBP), is a premier training institute for central bankers, commercial bankers, micro and rural finance providers beside management professionals. NIBAF's credibility is well recognized for conducting both local and international training programs and information dissemination activities such as seminars and workshops. Since its inception, it has played a pioneering role in the sphere of banking education and training, both in catering to the training needs of SBP as well as of the banking industry. It is the institute of choice for the banking professionals that are interested in enhancing their knowledge and skills in the modern banking concepts and practices.

Most of NIBAF (SBP)'s trainings, seminars, and workshops are delivered in face-to-face formats from its state-of-the art facilities in Islamabad, Karachi, Lahore, Peshawar and Quetta. However, with the rapid rise of the internet and the widespread use by banking and management professionals of digital devices, it is imperative for an apex training institute like NIBAF (SBP) to extend its training programs into both online (i.e., an entire program is delivered online) and blended (i.e., components of a program are delivered online, and components are delivered face-to-face) formats.

Because of the specialized capabilities required to create and manage digital learning content, NIBAF would like to collaborate with a data-driven next generation knowledge solutions companies, to facilitate its offering of online and blended learning training programs.

In this backdrop, NIBAF (SBP) invites bids from firms/companies for its project namely "Collaboration Project for E-Learning Courses (CPECs)" as per enclosed RFP document.

B. Project Purpose

NIBAF (SBP) has already endeavoured to impart knowledge through digital platform by way of Virtual Instructor Led Training (VILT), MOOCs, Webinars and e-Learning etc. With increase in number of learners and spread of these learners across the country, there is high need for more enhanced, Self – Paced Interactive Learning. This project "Collaboration Project for E-Learning Courses (CPECs)" is conceived towards that direction.

C. Objective

In moving towards online and blended learning training programs, the collaboration/partnership between NIBAF (SBP) and contracting firm would have the following objectives:

- i. NIBAF (SBP) will be able to offer existing customers (banking and management professionals and related institutions) with a wider range of training products.
- ii. NIBAF (SBP) will be able to address the growing need of learners across Pakistan on banking, finance and management related subjects.

D. Scope of Work

The successful bidders/applicants (hereinafter called "Partner" unless otherwise stated) shall be required to perform the following roles to facilitate NIBAF's offering of online & blended learning training programs:

- i. Visit and interact with NIBAF's Learning & Development Department and other training establishment to understand the requirements related to content of e-Learning solution based on the training programs running at the training establishments and provide detailed implementation plan in accordance to the NIBAF's objective requirement.
- ii. The purpose of NIBAF (SBP) behind this RFP is to seek a detailed technical and revenue sharing proposal for design and development of SCORM (Sharable Content Object Reference

Model) based on design and development or licensing or sub-licensing of NIBAF's LMS compatible courses (LMS development is out of Scope of this RFP). The courses will be on various topics related to Foundation, Executive and Professional levels.

- iii. The selected bidder will open up payment gateway accounts for Easy Paisa or Bank Alfalah, which is already integrated in the NIBAF's (SBP) LMS or otherwise make arrangements satisfactory to NIBAF (SBP) as to receipt and distribution of payments by customers.
- iv. A user subscription model is in place in NIBAF's (SBP) LMS hosting. The selected bidder should suggest approaches to user subscription satisfactory to NIBAF such that NIBAF's subscription charges are covered. However, the subscription charges shall be borne by bidder.
- v. The broad indicative component suggested to be part of this collaboration is as follows: -

a) Program Design

Assistance in the design of online and blended learning training programs, including in respect of specifying structure, depth and scope of such training programs.

b) Digital Content Development

Development of digital content, including outlines, videos, activities, assignments, games and assessments. The first series of online and blended learning that NIBAF (SBP) proposes to develop with partner/s are the following:

- AML/CFT Awareness and Regulations for DNFBP/NBIs Governed by SECP
- Business Continuity Management & Disaster Recovery with SBP Guidelines
- Prudential Regulations-Corporate & Commercial
- International Commercial Terms (Incoterms)
- UCP-600
- SBP Guidelines for Consumer Protection
- Islamic Finance
- Data Science in Financial Sector
- Digital Transformation in Financial Sector
- Priority Sector

c) Digital Content Licensing and Sublicensing

Licensing and sub-licensing of other digital courses on banking, finance, financial products, risk management, compliance, management, leadership, language skills and soft skills that may be proposed by the Partner or agreed to by NIBAF and the Partner.

d) Digital Marketing Support

Support in the digital marketing of the online and blended learning program, including through maintenance of a database of potential customers and social media and online marketing.

Execute a multi-channel marketing campaign containing traditional and technological efforts that may include but is not limited to website, paid search, print, email marketing, social media, video, retargeting digital and text.

Understand the inclusion and utilization of NIBAF's website throughout implemented marketing campaigns.

Section-VI-Part-2 RESPONSIBILITIES / OWNERSHIP AND COPYRIGHTS

A. Responsibilities

A.1. Responsibilities of the Bidder (Partner)

- A.1.1. The bidder (partner) shall conceive, create, maintain and periodically update e-Learning content for the courses offered to the learners of NIBAF (SBP).
- A.1.2. The bidder (partner) would be responsible to maintain the quality of the contents as per the NIBAF's requirements and will comply with the directions issued by NIBAF (SBP) from time to time. The responsibility of changing the orientation of the existing material will vest with the bidder (partner). The bidder (partner) shall integrate pop up questions, animations, videos, latest news, blogs, online chat and other value addition at its own or as per the directions of NIBAF (SBP) made from time to time.
- A.1.3. There should be a clear disclosure in all the material hosted online (if it is not owned by NIBAF) that the views expressed/given in the courses are that of the experts concerned and not of the Institute.

A.2. Responsibilities of the NIBAF (SBP)

- A.2.1. NIBAF (SBP) will provide the training material, assessment etc. and all other relevant course material as may be available with the NIBAF (SBP) in physical or softcopy form.
- A.2.2. Finalize and approve the contents of the courses including reference material, assessments etc. and all other relevant background materials before the same placed on the NIBAF's LMS.
- A.2.3. Monitor service level and quality of this collaboration project. NIBAF (SBP) either by constituting a sub-committee or group of experts – of the NIBAF (SBP) will monitor the online courses meant for learners.

A.3. Joint Responsibilities of the NIBAF (SBP) & Bidder (Partner)

- A.3.1. NIBAF (SBP) and Bidder (partner) shall set up a Monitoring & Evaluation (M & E) Committee, members from NIBAF (SBP) and Bidder (partner).
- A.3.2. The M&E committee shall monitor the progress of this collaboration project and decide on the issues arising in day-to-day implementation of the project.
- A.3.3. The M&E committee as above shall meet separately at least 4 times a year. Such meeting may be held in NIBAF office or Bidder (partner) office or any other mutually decided venue.
- A.3.4. The Minutes of the meetings of M&E committee shall be recorded by the bidder (partner) and confirmed and signed by both the parties within seven working days and thereafter circulate to all the members.
- A.3.5. The M&E committee shall review the project after three months of signing of the agreement.
- A.3.6. The bidder (partner) shall provide to NIBAF (SBP) the MIS, benchmark status in the prescribed form of the Institute by the 10th of every calendar month.

B. Ownership and Licensor

The courses may be owned by NIBAF, the Partner or a third-party licensor. These ownership and licensing provisions may be varied on a per-course or content object basis.

However: (1) ownership and licensing rights must be clearly specified including any licensing terms and conditions and periods; and (2) the economics and revenue sharing terms must in NIBAF's judgment be consistent with the ownership and licensing terms and conditions and periods.

C. Confidentiality

A comprehensive Non-Disclosure clause will be part of the contract, which will be signed at the time of award of the contract. The summary of the key clauses for the Non-Disclosure Agreement (NDA) are (but not limited to):

- The bidder shall use the NIBAF (SBP) information only for the purposes of the Agreement; and not to copy, reproduce, decompile or permit the same or any part of the Information except as may be reasonably necessary for the performance of the deliverables or where contemplated or permitted in terms of this Agreement.
- Bidder may disclose the NIBAF (SBP) and project related information only to such of bidder's directors, officers and employees ("Permitted Persons") who need to know the project's information for the purposes of the Agreement. Bidder shall ensure that each Permitted Person is aware of and complies with the obligations of confidentiality.
- Bidder shall be vicariously liable for any breach of the obligations of confidentiality contained in the Agreement by such Permitted Person and shall enforce such obligations at its own expense upon the request of the NIBAF (SBP).

(Bidding Documents-Section-VI-Part-2)

Section VI – CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions	
1.1. Definitions	<p>1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.b) “Authorized Officer” means the person notified by NIBAF to act as the officer in-charge for the purpose of the implementation of Contract and named as such in the Work Order or Letter of Acceptance.c) “Client” means NIBAF, that signs the Contract for the Services with the selected Service Provider.d) “Confidential Information” means all information (including copies” however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value.e) “Contract” means the legally binding written agreement signed between the Client and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein.f) “Day” means a calendar day unless indicated otherwise.g) “GCC” means these General Conditions of Contract;h) “Government” means the Government of the Islamic Republic of Pakistan;i) “Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them;j) “CPECs” means collaboration project for E-Learning Coursesk) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;l) “Services” means the work to be performed by the Service Provider under this Contract.m) “Service Provider’s Bid” means the completed Bidding Documents submitted by the Service Provider to the Clientn) “Service Points” are the number of locations of services where service provider is required to provide uninterrupted services, simultaneously.o) “Service Provider” means the person whose tender/bid has been accepted by the Client and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.p) “Service Provider’s Employee” employees of the Service Provider.q) “Specifications” means the specifications of the service included in the Bidding Documents submitted by the

	<p>Service Provider to the Client</p> <p>r) “LMS” means Learning Management System</p> <p>s) “SCORM” means Sharable Content Reference Model</p> <p>t) “SME” means Subject Matter Expert</p> <p>u) “IPR” means Intellectual Property Rights</p> <p>v) “Revenue Sharing Model” means distribution of Net Revenue</p>
1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in at Section VI-Part-1 and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7. Instructions, Inspection and Audit by the Client	<p>1.7.1. The Service Provider shall carry out all instructions of Client communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located.</p> <p>1.7.2. The Service Provider shall upon reasonable notice by the Client allow the Client’s Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.</p>
1.8. Taxes, Duties and other applicable laws	<p>1.8.1. The Service Provider shall organize to pay its own and its employees taxes, and is authorized to withhold any tax from revenue before payment of revenue share to the Client and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.</p> <p>1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.</p>
1.9. Priority of Contract Documents	1.9.1. The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of NIBAF for clarification. In case of conflict between the documents, the most stringent requirement shall be deemed to be included in the Contract as determined by Client.
1.10. Services	1.10.1. The Services include as mentioned in bidding documents and in accordance with Client’s requirements, industry best practices.
1.11. Service Execution Schedule	1.11.1. The Services Provider shall provide and ensure uninterrupted services as per Scope of Services (Section VI-Part 1). Client however, reserves the right to make adjustments, changes,

	<p>alterations in the service timings depending upon the requirements of the Client which will be communicated to the Service Provider from time to time.</p> <p>1.11.2. The Service Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by the Client and if the Service Provider has to spend time beyond the assigned service schedule to complete the contractual obligation, the Client shall not be responsible for any extra payment.</p> <p>1.11.3. If required on holidays, the Service Provider shall be obliged to manage the Services in such a manner as necessary for the execution of the Services under the Contract. If the Service Provider fails to provide the requisite services, Client is entitled to impose Liquidated Damages as per clause - 3.11.</p> <p>1.11.4. The Service Provider shall have to coordinate with the authorized officer of the Client in advance if he wants to execute the services beyond the services schedule to perform his contractual obligations under the Contract.</p> <p>1.11.5. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its representative, the Service Provider shall provide as a replacement after fulfillment of requirements as per Client's security protocol/requirement.</p> <p>1.11.6. If Client finds that any of the Service Provider's representative have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of any of its employees, then the Service Provider shall, arrange for a replacement.</p>
<p>1.12. Attendance of Meetings</p>	<p>1.12.1. The Service Provider shall attend all the meetings, when called by Client, to discuss the quality of services and other matters related to the Contract, without any compensation from Client.</p>
<p>1.13. Responsibilities, Liabilities And Warranties By The Service Provider</p>	<p>Notwithstanding to any provision contained in the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract:</p> <p>1.13.1 The Service Provider shall execute and deliver Services as mentioned in the Contract in accordance with Client's requirements, relevant rules, regulations, standards, safety measures and shall maintain good order at the premises as communicated by Client from time to time during execution of the services. The Services shall be fit for the express or implied purposes for which supplied.</p> <p>1.13.2 Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees, ensure proper dressing/uniform as per local culture/norms by displaying service providers cards for identification and any others practices which are followed in Client. Service Provider shall not act in a way which is prejudicial to Client's interests or business;</p> <p>1.13.3 The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned In the Contract. The Service Provider shall obtain or renew all permits, NOCs,</p>

	<p>licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.</p> <p>1.13.4 The Service Provider shall bring at site all equipment including but not limited to those specified in the Contract necessary to carry out the services under the Contract. The Service Provider shall ensure the equipment remain in working order.</p> <p>1.13.5 The Service Provider shall adhere to all instructions of Client and observe security protocol as per Client’s requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to Client. The Service Provider warrants that its employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if Client is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and Client shall have exclusive right to not accept the services of any service provider resource.</p> <p>1.13.6 Any breach by Service Provider of this Clause, shall constitutes a material breach of the Contract and may lead towards Termination as per Clause-2.6.2 In addition, Client shall be entitled to require Service Provider to (a) remedy the breach at its cost; (b) pay for it to be remedied; or (c) repay all amounts already paid for the defective Services.</p>
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2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC or work order .
2.2. Duration of Contract	2.2.1. The duration of this contract shall be one year, further extendable for two more years on annual basis on the same rates, terms and conditions subject to clause 5.2 or any other clause of this Contract.
2.3. Extension of Contract	2.3.1. The Contract may further be extended on same rates, terms and conditions (subject to clause 5.2 or any other clause of this Contract) for a period suitable to NIBAF to call new tenders and award of a fresh contract.
2.4. Modification	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties .
2.5. Force Majeure	<p>2.5.1. Definition For this Contract, “Force Majeure” means an event that is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.</p> <p>2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default</p>

	<p>under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <ol style="list-style-type: none"> a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event. <p>2.5.3. <u>Extension of Time</u> Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
<p>2.6. Termination</p>	<p>2.6.1. <u>By the Client</u> The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.6.1:</p> <ol style="list-style-type: none"> a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, b) if the Service Provider becomes insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or d) if the Service Provider/s, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. e) If The Service Provider’s employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan. f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12 g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2. h) Client in its sole discretion, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective. <p>2.6.2. <u>By the Service Provider</u> The Service Provider may terminate this Contract, by not less than sixty (60) days” written notice to the Client, such notice to be given, if the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>2.6.3. <u>Payment upon Termination</u> Upon termination of this Contract under Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service Provider:</p>

	<ul style="list-style-type: none"> a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination; b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract. c) If the total amount already released by client exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Retention Money/Performance Security. d) In case of termination under Clauses 2.6.1 except under Paragraphs (c) and (h), performance security shall be forfeited.
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3. Obligations of the Service Provider	
3.1. General	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan.</p> <p>3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p> <p>3.1.6. The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5th of each month and shall maintain verifiable evidence of such disbursement(s). The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.</p>
3.2. Indemnity	<p>3.2.1. The Service Provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p> <p>3.2.2. Any claims of service provider’s current employees or ex-employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity.</p> <p>3.2.3. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.</p> <p>3.2.4. Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service</p>

3. Obligations of the Service Provider	
	<p>Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon</p> <p>3.2.5. All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs.</p>
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u> Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <u>Prohibition of Conflicting Activities</u> a) Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;</p>
3.4. Confidentiality	<p>3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the NIBAF to the Consultants or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>3.4.2. The Consultant shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the NIBAF's prior written consent.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant, the NIBAF may reject its bid and/or terminate the contract Consultant.</p>
3.5. Contractual Liability Insurance	<p>3.5.1. From the Commencement Date until the expiry of the Contract, the risks of personal injury, death, and loss of or damage to property of Client and third Party due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, metallic items etc.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to SBP. In case of failure, Client reserve all legal rights including but not limited to deduction from any money of the Service Provider with the NIBAF.</p> <p>3.5.2. The Service Provider shall indemnify and keep indemnified Client, at all times against any loss, claim, damage, charge occurred to Client due to negligence or fraud committed by Service Provider or its employee. The Service Provider may, to</p>

3. Obligations of the Service Provider	
	protect themselves, obtain “Contractual Liability Insurance” to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify Client regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Client’s claim shall authorize Client to deduct the claimed amount from the amount payable to Service Provider.
3.6. Service Providers’ Actions Requiring Client’s Prior Approval	3.6.1. The Service Provider shall obtain the client’s prior approval in writing before taking any of the following actions: a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider’s employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider’s responsibility. 3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider’s employee (s) shall be dealt with exclusively by the Service Provider. 3.7.3. None of the Service Provider’s employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been posted by the Service Provider at any of the premises of Client for performance of this contract.
3.8. Compliance with all the Regulatory Requirement	3.8.1. The Service Provider shall be responsible to comply with all applicable laws of the land to fulfill the regulatory payments under Labor Laws which includes but not limited to: a. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government. b. Ensure EOBI/Social Security registration of its resources and regular payment of contributions. c. Gratuity. d. Group Life and Medical Insurance. e. Casual, medical and maternity or any other leaves as per applicable laws. f. Any other requirement as applicable under the relevant law. 3.8.2. The Service Provider will ensure that the terms and conditions of employment/ service of its employees are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan. 3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.
3.9. Reporting Obligations	3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding document or otherwise, as and when required by the client.

3. Obligations of the Service Provider	
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the client, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of Client.
3.11. Penalties / Liquidated Damages	<p>3.11.1. For each deficiency and poor service, Client will impose a penalty amounting up to 1.5 times of its daily respective services fee (i.e. monthly fee of respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to Client under the Contract and / or applicable law. The deduction of the penalty does not relieve the Service Provider to provide services as mentioned in the Agreement.</p> <p>3.11.2. In addition to the above penalty, the Client would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of Client and / or third party due to any fault on the part of the Service Provider.</p> <p>3.11.3. Client may impose penalty equal to 1/30 of the respective monthly invoice in case of non-disbursement of salaries/wages/remuneration within the date specified in the Contract.</p>
3.12. Performance Guarantee	3.12.1. The Service Provider shall furnish a Performance Guarantee equal to 5% of the Contract Price stated in Letter of Award / Acceptance in the shape of Bank Guarantee/Bank draft issued from schedule bank in Pakistan, which will be valid 28 days beyond the Contract Period. Notwithstanding anything contained in the Contract and / or applicable law the Performance Guarantee shall be forfeited if the Services Provider fails to perform its obligations under the Contract.
3.13. Early Warning by the Service Provider	<p>3.13.1. The Service Provider shall warn Client in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on Client's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required.</p> <p>3.13.2. Client shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.</p> <p>3.13.3. If the Service Provider fails to give an early warning without any justified reason he shall be held responsible for all the consequences thereof.</p>
3.14. Declaration	<p>3.14.1. The Service Provider hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Client through any corrupt business practice.</p> <p>3.14.2. The terms and conditions and the Schedules thereto represent the entire Contract and understanding between Client and the Service Provider, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.</p> <p>3.14.3. If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable,</p>

3. Obligations of the Service Provider	
	<p>that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract.</p> <p>3.14.4. Unless expressly provided, no term of this Contract is enforceable by any third party.</p> <p>3.14.5. This Contract is personal to Service Provider and Service Provider shall not assign or subcontract any of its rights or obligations under it without Client's prior written consent. Any subcontracting shall be on terms consistent with these Conditions.</p> <p>3.14.6. The Contract shall be governed by the laws of Pakistan and Service Provider and Client agree to submit to the exclusive jurisdiction of the courts in Pakistan.</p>

4. Scope of services	
4.1. Description of Services to be performed by the Service Provider	4.1.1. The scope of services to be performed by the Service Provider are described at Section VI-Part-1.

5. Obligations of the Client	
5.1. Provide information about the code of conduct	5.1.1. The Client shall at the request of Service Provider, provide the information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
5.2. Change in the Applicable Law	<p>5.2.1.If, after the date 7 days prior, to the latest date for submission of tenders for the Contract there occur changes to any Federal and/or Provincial Law or any regulation or bye-law, notification of any local or other duly constituted authority, or the introduction/revision of any such Federal and/or Provincial Law, regulation or bye-law especially labor laws regarding revision in minimum wage or any other statutory benefits for the labor force, notification which causes addition or reduction in the cost of Service such additional or reduced cost shall be added to or deducted from the Contract Price.</p> <p>5.2.2.The Service Provider shall substantiate price adjustment with supporting relevant documents including government notifications etc. in evidence.</p>
5.3. Services and Facilities	5.3.1. The Client shall make available to the Service Provider the Services and Facilities, if any provided in the Contract.
5.4. Assistance	5.4.1. No assistance regarding exemption will be provided by the Client.
5.5. Access To The Buildings/ Premises And Stores	<p>5.5.1. Before the commencement of the Contract, Client will provide access of Service Provider and Service Provider's employee(s) (after verification and clearance by the police or other investigation agency as per Client Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.</p> <p>5.5.2. The Service Provider shall allow and ensure easy access of authorized person(s) of Client to his office, store or other areas under his control while providing the Services under the Contract.</p>

5.6. Performance / Completion Certificate	5.6.1. Client will provide a Performance certificate during pendency of Contract and completion Certificate after completion of Contract to the Service Provider on his written request.
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6. Payments to the Service Provider	
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6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2 , the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3 .
6.2. Contract Price	6.2.1. The Contract Price means sums stated in Notification of Award as payable to Service Provider for execution of Services and remedying defects therein as well as additional services and extensions. 6.2.2. Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract except as otherwise specified in the Contract.
6.3. Payment for Additional Services	6.3.1. In case of additional services beyond daily service duration are required, the Service Provider shall have to arrange and provide the additional services on written or verbal request of Client at any time. Client shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item/Price Schedule as following equation: $\frac{\text{Monthly charges as per the Price Schedule (per point)}}{30} / (9 \text{ hours})$
6.4. Terms and Conditions of Payment	6.4.1. The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider. 6.4.2. In case of unavailability of services, Client will make deductions accordingly. However, deduction mechanism will be based on formula used for pro-rata calculation as mentioned below: $\left(\frac{\text{Monthly charges as per the Price Schedule (per point)}}{30} \right) * \text{Number of days for which services remained unperformed}$ 6.4.3. Payments, if any, will be made upon submission of invoice/s, after confirmation of satisfactory services by authorized officer of Client on case to case basis. Furthermore, payments will be made to the service provider as per actual services rendered against the service points after adjusting the additional/ unperformed services or reduction of service points, as mentioned in the Contract or subsequently conveyed by the Client. 6.4.4. With every monthly invoice for release of payment, the Service Provider shall attach evidence of timely disbursement of wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month.
6.5. Currency of Payment	6.5.1. All Payments, if any, shall be made in Pak. Rupees.
6.6. Taxes and Duties	6.6.1. All applicable taxes shall be deducted by Client at source, IF APPLICABLE, unless a valid tax/ duty exemption certificate is submitted by the Service Provider. 6.6.2. The Service Provider is bound to pay provincial and other taxes, duties, liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any

6. Payments to the Service Provider	
	concealing facts in this regard would lead to termination of Contract and blacklisting etc.

7. Quality Control	
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards as per best industry practice or as specified in this contract.
7.2. Correction of Defects, and Penalty for Lack of Performance	<p>7.2.1. Client shall check the Service Provider’s work and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider’s responsibilities.</p> <p>7.2.2. The Client’s authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, Client will impose a penalty as per Clause 3.11.</p> <p>7.2.3. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, Client may issue notice to the Service Provider.</p> <p>7.2.4. If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, Client may after giving the 14 days’ notice to Service Provider terminate the Contract. Notwithstanding anything in contained in the Contract and / or applicable law, the Performance Guarantee shall be forfeited and Client shall also debar the Service Provider from participation in future Contracts.</p>

8. Resolution of Disputes	
8.1. Disputes Resolution Procedure	<p>8.1.1. If any dispute arises between the parties (Service Provider and Client), regarding the performance of the Services or anything contained in the Contract, the matter shall be referred to the MD-NIBAF or any other officer authorized by the competent authority at Client who will examine the matter in detail and give a decision.</p> <p>8.1.2. In case any party is not satisfied with the decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.</p>

9. Health, Safety, Utilities, First Aid Facilities	
9.1. Health, Safety, Environment and Security (HSE&S)	<p>9.1.1. The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&S) as well as Client’s instructions, procedures or policies related thereto, at no additional cost to Client. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Agreement to the Service Provider.</p> <p>9.1.2. Client may periodically check the Service Provider’s compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that Client’s recommendations and industry standards in this regard are implemented without any delay.</p> <p>9.1.3. The Service Provider shall provide Client information about its working practices, materials and equipment and shall operate in a manner which does not compromise Client’s</p>

	<p>security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide Client with any information which it may have related to a potential or actual security threat to Client.</p> <p>9.1.4. The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.</p> <p>9.1.5. The Service Provider shall pay special attention to the following environmental protection measures:</p> <ol style="list-style-type: none"> a) Use of clean fuels to minimize air polluting emissions. b) Control of other air pollutants. c) Recovery and recycling of usable materials. d) Control of vehicle noise. e) Control of noise from power facilities. f) Limitation of Vibrations. g) Preservation of natural land to the extent possible. h) Preservation of archaeological Sites. i) Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc. <p>9.1.6. Client reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&S requirements of Client communicated to the Service Provider from time to time.</p>
<p>9.2. Electric Power Supply, Water Supply, Telephone etc.</p>	<p>9.2.1. Water and electric power for rendering the services within the premises of NIBAF under the Contract will be provided by Client. Expense regarding the required cables/wires, switches etc. for Service Provider's tools/ equipment shall have to be borne by the Service Provider. The Service Provider shall make his own arrangement at his own expenses for the telephone, computer and fax etc. Cabinets for storage of Service Provider's tools/ equipment etc. shall be arranged by the Service Provider and placed at location allocated by Client.</p>
<p>9.3. First aid Facilities</p>	<p>9.3.1. The Service Provider shall provide its resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.</p>

10. Corrupt and Fraudulent Practices	
<p>10.1. Corrupt & Fraudulent Practices</p>	<p>10.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices as follows:</p> <ol style="list-style-type: none"> i. <i>"corrupt and fraudulent practices"</i> in respect of procurement process, shall be either one or any combination of the practices including, - ii. <i>"coercive practices"</i> which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; iii. <i>"collusive practices"</i> which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iv. <i>"corrupt practices"</i> which means the offering, giving, receiving or soliciting, directly or indirectly, of anything

	<p>of value to influence the acts of another party for wrongful gain;</p> <p>v. “<i>fraudulent practices</i>” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>vi. “<i>obstructive practices</i>” 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;”</p>												
<p>10.2. Mechanism Blacklisting and cross-debarring</p>	<p>10.2.1. The client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;</p> <p>10.2.2. The client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a client’s contract if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client’s contract; and</p> <p>10.2.3. The Client can blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated by NIBAF.</p> <table border="1" data-bbox="619 1025 1412 1697"> <thead> <tr> <th data-bbox="619 1025 842 1131">NATURE OF OFFENSE / FAULT</th> <th data-bbox="842 1025 1412 1131">MEANS OF VERIFICATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="619 1131 842 1236">Corruption</td> <td data-bbox="842 1131 1412 1236">Actual instance verifiable as per law of land and applicable rules and regulations of Client</td> </tr> <tr> <td data-bbox="619 1236 842 1375">Deviation from commitment</td> <td data-bbox="842 1236 1412 1375">If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.</td> </tr> <tr> <td data-bbox="619 1375 842 1480">Fraud</td> <td data-bbox="842 1375 1412 1480">Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier</td> </tr> <tr> <td data-bbox="619 1480 842 1559">Collusion</td> <td data-bbox="842 1480 1412 1559">Results of Bid/Proposal analysis resulting in substantive evidence of collusion</td> </tr> <tr> <td data-bbox="619 1559 842 1697">Performance Deficiencies</td> <td data-bbox="842 1559 1412 1697">Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier/ Consultant</td> </tr> </tbody> </table> <p>However, such barring action shall be undertaken only after Service Provider who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of Client will be final and conclusive.</p>	NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION	Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of Client	Deviation from commitment	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.	Fraud	Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier	Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion	Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier/ Consultant
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<p>10.3. Beneficial Ownership information</p>	<p>10.3.1. Beneficial Ownership information</p> <p>For Services/works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:</p> <ol style="list-style-type: none"> i. Blacklist the said company, ii. Reject the bid of the said company. 												

B. SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(b)	The Client is <i>NIBAF H-8/1 Pitras Bukhari Road Islamabad</i>
1.1.1(c)	The Service Provider is [<i>insert name</i>]
1.1.1(d)	<p>The Title & Reference of the procurement is;</p> <p style="text-align: center;"><i>Procurement of Collaboration Services (Collaboration Project for E-Learning Courses -CPECs) by the National Institute of Banking and Finance H-8/1, Pitras Bukhari Road Islamabad</i></p> <p style="text-align: center;"><i>NIBAF (Proc)/ 0293 / 2023</i></p>
1.5	<p>The addresses are:</p> <p>Client:</p> <p style="text-align: center;">***** ***** Floor, ***** Building Islamabad Tel: *****</p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client (Nominee of the Client)</p> <p>○ Name: _____</p> <p>○ Designation: _____</p> <p>For the Service Provider (Nominee of the Service Provider)</p> <p>○ Name: _____</p> <p>Designation: _____</p>
3.12	<p>Rs.500,000/- stated in Letter of Acceptance / Award in the form of Pay Order/Demand Draft/Deposit at Call/Bank Guarantee from any Scheduled Bank registered in Pakistan.</p> <p>The Performance Security would remain valid 28 days beyond the contract expiry date.</p>
6.5	Payment shall be made in Pak Rupees.
8.1.2	Place of arbitration would be Islamabad

SECTION VII-SERVICES MANAGEMENT PLAN OF THE SERVICE PROVIDER

After signing of the Contract, the Service Provider shall submit complete details regarding the services management plan as per the tables below (If applicable):

Table-1: Resources

Sr. No	Service Execution Area	Service Execution Location	Service Execution Schedule (Days and Time)

Table-2: Equipment

Sr. No	Item	Proposed Location	Description	Make/ Capacity/ Model

Notes:

In case the quality of Services is not up to the mark, the Service Provider shall have to deploy extra resources when asked by Client, to meet the service quality standards at no extra cost to Client.

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by Client. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities.)

SECTION VIII-Contract For Procurement of Collaboration Services (Collaboration Project for E-Learning Courses -CPECs) by the National Institute of Banking and Finance H-8/1, Pitras Bukhari Road Islamabad

This Contract for general support services at NIBAF **** office is made at ***** the ____ day of the month of _____ 2023.

BETWEEN

NIBAF incorporated under the State Bank of Pakistan Act, 1956 and having its principal place of business at H-8/4 Pitras Bukhari Road Islamabad, represented by the ***** (hereinafter referred as “**Client**”) (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be). of The First Part.

AND

M/s. _____ a partnership, firm, company having its office located at _____ represented by Mr. _____, an adult, resident of _____ (hereinafter referred as “**Service Provider**”) (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be) of The Second Part.

WHEREAS CLIENT is desirous of procuring General Support Services in its buildings and premises from an independent Service Provider for which purpose Client issued an Invitation to Bid (ITB) No. ED/ _ / _ .

AND WHEREAS the Service Provider submitted its bid in response to the Client’s ITB and the bid of the Service Provider has been accepted by CLIENT, where after, CLIENT has offered to the Service Provider to perform the services as per this contract.

AND WHEREAS the Service Provider having represented to Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this contract at an agreed contract price.

NOW THEREFORE the parties hereto agree as follows:

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

- General Conditions of Contract;
- Special Conditions of Contract;
- Instructions to bidders and bid data sheet
- Bidding Documents-Section V
- Bidding Documents-Section VI
- Beneficial Ownership (if applicable)
- Letter of Acceptance
- Performance Guarantee
- Addendum / corrigendum (If any)
- Integrity Pact (If applicable)
- Non-Disclosure Agreement (If applicable)

The mutual rights and obligations of Client and the Service Provider shall be as set forth in the Conditions of Contract and Invitation to Bid (ITB), in particular:

- a) The Service Provider shall carry out the Services only through its regular / contracted employees, 'in accordance with the provisions of the Conditions of Contract and ITB; and
- b) Client shall make payments to the Service Provider in accordance with the provisions of the same after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during provision of the services.

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

For and on behalf of CLIENT Banking Services Corporation _____

 [Authorized Representative] (Name, Designation and signature)

Witness-1:

Signed by: _____

CNIC #: _____

Witness-2:

Signed by: _____

CNIC #: _____

For and on behalf of _____

 [Authorized Representative] (Name, Designation, Signature, CNIC Number)

Witnesses-1:

Signed by: _____

CNIC # : _____

Witness-2:

Signed by: _____

CNIC #: _____

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

FORM OF PERFORMANCE GUARANTEE

(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to NIBAF)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Service Provider) with
address: _____

Penal Sum of Guarantee (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Service Provider has accepted NIBAF's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

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

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

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

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

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

[TWO VOLUMES](#)
[Volume-I: Bidding and Contract Documents](#)
[Volume-II: Financial Bid](#)



National Institute of Banking and Finance

**Procurement of Collaboration Services
(Collaboration Project for E-Learning Courses -CPECs)
by the National Institute of Banking and Finance Islamabad**

H-8/1, Pitras Bukhari Road Islamabad

BIDDING AND CONTRACT DOCUMENTS

VOLUME-II

FINANCIAL BID

May 2023

Section V- Form for Financial Bid

**Form-I Financial Bid Submission Form
(Financial Bid Submission Form)
(ON SERVICE PROVIDER'S LETTERHEAD)**

Date: _____

To:

The Managing Director,
National Institute of Banking and Finance,
Pitras Bukhari Road, H-8/4,
Islamabad.

Dear Sir:

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

We undertake, in case our Bid is accepted, to deliver the services in accordance with the schedule specified in the **section VI-Part 1** and other terms and conditions of the contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **Rs.500,000/-** for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

Dated this _____ day of _____ 2023__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

**Form II – Price Schedule / Revenue Sharing Model
The Financial Bid**

Name of Bidder _____

Reference Number: NIBAF (Proc)/ 0293 / 2023

A. Revenue Sharing Model:

#	Description of Services	Compulsory Share of cost by the bidder	%age of Revenue (After Tax) that the bidder will dispense to NIBAF on Yearly basis
1.	Learning Need Analysis of Market	100%	
2.	Course Design and Development (10 courses)	100%	
3.	Launching/Importing of Course on NIBAF's Platform	100%	
4.	Course Hosting at NIBAF's platform (10 courses)	0%	
5.	Updating of the above Courses	100%	
6.	Marketing of the above courses	100%	
7.	Course Licensing by NIBAF	0%	
8.	Course Intellectual Property Rights	100%	
9.	Revenue collection	100%	
10.	Any other cost related to conducting of the above 10 courses	100%	

Clarifications:

1. NIBAF will bear its internal costs of uploading and maintaining courses on its LMS.
2. NIBAF will bear costs of marketing the courses on its websites, its social media platforms, and of distributing marketing materials through its email database of contacts.
3. NIBAF will bear costs of advertising the courses on its venues through posters and brochures.
4. NIBAF will bear its personnel and related costs of negotiating with banks, and costs of review of agreements by its counsel.
5. "Course Intellectual Property Rights" includes any costs incurred to purchase or license courses or content objects from any third party."

B. LMS Users Subscription Tiers:

#	Number of Users (pro-rata basis)	Price (PKR)	Recurrence
1.	1 - 500	Nil	NA
2.	501 - 5,000	2,000 / User	Yearly
3.	5,001 - 10,000	1,500 / User	Yearly
4.	10,001 - 30,000	1000 / User	Yearly
5.	30,000 - 50,000	600 / User	Yearly
6.	50,001 - 100,000	350 / User	Yearly
7.	100,000+	250 / User	Yearly

Clarification:

1. These prices are indicative and may need to be changed based on market conditions.
2. Bulk rates may need to be applied in case of bulk licensing to banks.
3. If a bank or customer requires customization of a course to meet its requirements, the customization costs may be retained by the Partner.

Note:

1. Bidder shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
2. Since participating bidders are required to ensure compliance with relevant laws, therefore, NIBAF may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid in order to ascertain the economic viability.
3. While assessing the economic viability, if NIBAF found that cost/revenue quoted by the any technically qualified bidder is not workable to comply the provisions of contract, NIBAF reserves the right to reject such bid/s.
4. In case of an Exigency, the Service Provider shall have to arrange and provide the additional courses on written or verbal request of the NIBAF at any time. The NIBAF shall not bear an additional payment to the Service Provider for launching of additional courses. However, revenue share of NIBAF for these courses shall not be less than the one already agreed in this financial bid.
5. In case of interruption in services or late payment of revenue share, NIBAF will claim 1% additional revenue on account of late payment. However, if revenue payment to the NIBAF is not made within 02 months following the deadline, NIBAF reserves right to cancel the contract and/or charge hosting and licensing fee, as determined by the NIBAF, from the bidder.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form----- – Description of Services

Name of Bidder _____

Reference Number: NIBAF (Proc)/ 0293 / 2023

Bidder shall provide mechanism for providing following services:

#	Description of Services	Reference (page #) in the Bid
1.	Learning Need Analysis of Market	
2.	Course Design and Development <i>(Please also mention the features required to enhance the interactivity of courses)</i>	
3.	Launching/ Importing of Course on NIBAF's LMS <i>(Also mention if the courses are SCORM compliant or any other technology)</i>	
4.	Updating of the Courses	
5.	Marketing of the Courses	
6.	Revenue Collection	
7.	Others	