

NO. SEDF/OFFICE/Testing /2021-22/

Copy No: _____

**SINDH ENTERPRISES DEVELOPMENT FUND
INVESTMENT DEPARTMENT
GOVERNMENT OF SINDH**

**Tender Document
for
Procurement of Service from an
Independence Testing and Screening Agency for
Hiring/Procurement of Staff at SEDF**

Table of Contents

	DEFINITIONS	04
	NOTICE INVITING TENDERS (NIT)	07
1	INVITATION FOR BIDS (ITB)	08
2	INSTRUCTIONS FOR BIDS (ITB)	09
2.1	Correspondence Address	09
2.2	Eligible Bidders	09
2.3	Corrupt Practice	09
2.4	Preparation of Bids	09
2.4.1	Bidding Process	09
2.4.2	Cost of Bidding	10
2.4.3	Language of Bid	10
2.4.4	Company Profile	10
2.4.5	Financial Proposal	10
2.4.6	Bid Currencies	10
2.4.7	Bid Security	10
2.4.8	Bid Validity	11
2.5	Submission of Bids	11
2.5.1	Sealing and Marking of Bids	11
2.5.2	Response Time	11
2.5.3	Extension of Time Period for Submission of Bids	11
2.5.4	Clarification of Bidding Documents	11
2.5.5	Late Bids	11
2.5.6	Withdrawal of Bids	12
2.5.7	Cancellation of Bidding Process	12
2.5.8	Mechanism for Redressal of Grievances	12
2.5.9	Review Panel	13
2.5.10	Matters not subject to Appeal or Review	13
2.6	Opening and Evaluation of Bids	14
2.6.1	Opening of Bids by SEDF	14
2.6.2	Clarification of Bids	14
2.6.3	Preliminary Examination	14
2.6.4	Supplier Evaluation Criteria	14
2.6.5	Technical Evaluation Criteria	14
2.6.6	Discussions Prior to Evaluation	15
2.7	Award of Contract	16
2.7.1	Award Criteria	16
2.7.2	SEDFs Right to Accept Any Bid and to reject any or all Bids	16
2.7.3	Notification of Award	16
2.7.4	Signing of Contract	16
2.7.5	Performance Security	16
2.7.6	General Conditions of Contract	17
2.7.7	Special Conditions of Contract	17
2.7.8	Integrity Pact	17
2.7.9	Non-Disclosure Agreement	17
2.7.10	Mode of Payment	17
3	SCOPE OF WORK	18

4	FINANCIAL PROPOSAL	19
5	CONTRACT	22
5.1	Conditions Of Contract	20
5.1.1	Definitions	20
5.1.2	Law Governing Contract	20
5.1.3	Notice	21
5.1.4	Authorized Representative	21
5.1.5	Taxes and Duties	21
5.1.6	Effectiveness of Contract	21
5.1.7	Expiration of Contract	21
5.1.8	Modifications or Variations	21
5.1.9	Force Majeure	21
5.1.9.1	No Breach of Contract	21
5.1.9.1	Extension of Time	21
5.1.10	Termination	21
5.1.10.1	Termination by SEDF	22
5.1.10.2	Termination by the Supplier	22
5.1.10.3	Payment upon Termination	22
5.1.11	Good Faith	22
5.1.12	Settlement of Disputes	22
5.1.12.1	Amicable Settlement	23
5.1.12.2	Arbitration	23
5.1.13	Data Ownership	23
5.1.14	Obligations of the Supplier	23
5.1.14.1	Conflict of Interest	23
5.1.14.2	Confidentiality	23
5.2	Special Conditions of Contract	23
5.2.1	Performance Security	23
5.2.2	Payment	23
5.2.3	Price	23
Annexure “A” – Bid Form		24
Annexure “B” – Bid Security Form		26
Annexure “C” – Performance Security Form		27
Annexure “D” – Integrity Pact		28
Annexure "E" – Non-disclosure Agreement		29
Annexure “F” – Schedule of Opening & Submission of Bid		32
Annexure “G” – Contract Agreement		33
Annexure “I” – Schedule of Payments		38

DEFINITIONS

“**Bid**” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SEDF.

“**Bid with Lowest Evaluated Cost**” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“**Bidder**” means a person or entity submitting a bid;

“**Bidding Documents**” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“**Bidding Process**” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“**Blacklisting**” means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

“**Calendar Days**” means days including all holidays;

“**Conflict of Interest**” means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to SEDF to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SEDF under the contract;
- (iv) where an official of the SEDF engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“**Consultant**” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

“**Consulting Services**” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and program implementation;

“**Contract**” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“**Contractor**” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“**Corrupt and Fraudulent Practices**” means either one or any combination of the practices given below;

“**Coercive Practice**” 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;

“**Collusive Practice**” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SEDF to establish prices at artificial, non-competitive levels for any wrongful gain;

“**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“**Fraudulent Practice**” 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;

“**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“**Emergency**” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“**Goods**” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, Transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“**Government**” means the Government of Sindh;

“**Head of the Department**” means the administrative head of the department or the organization;

“**Lowest Evaluated Bid**” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“**Lowest Submitted Price**” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“**Mis-procurement**” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made there under or any other law in respect thereof, or relating to, public procurement;

“**Notice Inviting Tender**” means the notice issued by a SEDF through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

“**Open Competitive Bidding**” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“**SEDF**” means the **Sindh Enterprise Development Fund**;

“**Services**” means any object of procurement other than goods or works, and includes consultancy services;

“**Substantially Responsive Bid**” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“**Supplier**” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“**Value for Money**” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SEDF’s requirements.

NOTICE FOR INVITING TENDER

NOTICE INVITING TENDER Procurement of Services from an Independent Testing Services Agency

SEDF intends to procure services from an independent testing services agency for recruitment of staffs over the period of three years. Sealed bids are invited under single stage - two envelope bidding procedure as per SPPRA Rules from interested bidders. Complete details of eligibility & other requirements are given in the bidding documents.

Complete set of bidding documents will be available from 4th November , 2021 and can be downloaded from SPPRA's official website: <https://ppms.pprasindh.gov.pk/PPMS/>

Tender submission fee of PKR 1,000/- payable through pay order/demand draft in favor of Sindh Enterprise Development Fund should be submitted at the below mentioned address.

Bidders having active filer status at Federal Board of Revenue (FBR) verification portal registered with Sindh Revenue Board (SRB) are eligible to submit their bids.

All bids along with requisite documents as mentioned in bidding document shall reach in sealed envelopes marked as "SEDF/TSA/2021-22" to Sindh Enterprise Development Fund 1st Floor, Block-B, Finance Trade Center (FTC) Building, Shahrah-e-Faisal Karachi, not later than 11.00 am on 24th November, 2021. Sealed envelope(s) will be opened in the same date at 11:30 am in the presence of SEDF's procurement committee as per SPPRA Rules, 2010 (amended up to date).

All bids must be accompanied by a bid security separately attached in the sealed financial bid envelope which must be 1% of the quoted bid amount. Bid security of required amount (as mentioned above) shall be required to be furnished in PKR in the form of pay order/demand draft issued by any scheduled bank of Pakistan in favor of Sindh Enterprise Development Fund and must be delivered to below mentioned address which should be valid till 28 days beyond the bid validity period.

The technical bids will be opened at 11: 30 am on 24th November, 2021 on the same day of deadline for receipt of bids, in the presence of bidders' representatives who choose to attend the bid opening meeting at the procuring agency's address below. Financial bids shall be opened only of the bidders who qualify in technical bids, while financial bids of bidders unsuccessful in technical bids shall be returned unopened.

The bid validity period will be 90 days from the date of opening of technical bids.

**Sd/
Admin Officer
Sindh Enterprise Development Fund
Address: 1st floor, Block-B, FTC Building, Shahrah-e-Faisal, Karachi
TEL: 021-99225184-86
FAX: 021-99225340**

Email: info@sedf.gos.pk

Bidding Procedure	Tender							
	Number	Description	Collection		Submission		Opening of Technical & Financial Bids	
			Start Date	End Date	Date	Time	Date	Time
Single Stage (Two envelop)	01365-21-0005	Procurement Service form Testing Agency	4 th November , 2021	24 th November , 2021	24 th November 2021	11:00 am	24 th November , 2021	11:30 am

*In case the bids are not opened on the scheduled date due to unscheduled holiday or any other reason, the same shall be opened on the next working day.

1. INVITATION FOR BIDS (ITB)

SEDF invites proposal from candidates for procurement of Independent Testing and Screening Services agency to hire staff for its Karachi office at 1st floor, Block-B, FTC Building, Shahrah e Faisal, Karachi. Details of the specifications for procurement of Furniture & Fixtures are provided are given under the heading 'Scope' in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 (amended) issued there under ("SPPRA") which can be found at <https://ppms.pprasindh.gov.pk/PPMS/> For the purposes of this document, any reference to the term "Act" shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 (amended) (SPPRA) which can be found at www.pprasindh.gov.pk

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Scope of Work
- Eligibility Criteria
- Financial Proposal
- Conditions of Contract

Proposals must be submitted in drop box at the below mentioned address;

2. INSTRUCTIONS TO BIDDERS (ITB)

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website www.sppra.org will be taken as part and parcel of this tender document and the agreement thereof. Accordingly, the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

Sindh Enterprise Development Fund
Investment Department
Government of Sindh
1st Floor, Block B, FTC Building
Shahra-e-Faisal, Karachi
Contact # +92 21 9925184-88

2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29].

Valid registration with relevant tax authorities like FBR and/or SRB.
(Documentary Proof shall be required)

2.3 Corrupt Practice

1. SEDF requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q-iii, iv)]
2. SEDF will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage-Two Envelope Procedure; the bid shall comprise two packages containing **ELIGIBILITY CRITERIA** and **FINANCIAL PROPOSAL**. [SPPRA Rule 46 (1-a & b)].

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SEDF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SEDF must be written in English. [SPPRA Rule 6 (1)]

2.4.4 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the PA will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SEDF. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the technical proposal priced separately.

2.4.6 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

2.4.7 Bid Security

The SEDF shall require the bidders to furnish the Earnest Money of 1% of the total bidding cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty-eight (28) days beyond the validity period for bids, in order to provide the SEDF reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with Financial Proposal in accordance to the Bid Security Form (Annexure-B). Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security, shall be rejected by the SEDF as non-responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)].

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form (Annexure-A); or
- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [2.7.4]; or
 - Furnish performance security in accordance with ITB Section [2.7.5].

2.4.8 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SEDF; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38(6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the Single Stage-One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA & FINANCIAL PROPOSAL** [SPPRA Rule-46(1-a & b)]

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by SEDF at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

SEDF may (if deem necessary) extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than two bids have been submitted and SEDF is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the SEDF is convinced that such extraordinary circumstances have arisen owing to law-and-order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SEDF shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by SEDF after the deadline for submission of bids prescribed by SEDF pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)]. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

2.5.6 Withdrawal of Bids

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SEDF prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. SEDF may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SEDF shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SEDF shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

SEDF has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SEDF during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. Reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

SEDF shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SEDF. [SPPRA Rule 31(5)]

SEDF shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule-31 (6)]

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

2.5.9 Review Committee/Panal

A bidder not satisfied with decision of the procuring agency's complaints redressal committee may lodge an appeal to the Review Committee; provided that he has not withdrawn the bid security, if any, deposited by him. [SPPRA Rule 32 (1)].

The bidder shall submit the following documents to the Review Committee: [SPPRA Rule 32 (5)].

(a) A letter stating his wish to appeal to the Review Committee and nature of complaint; [SPPRA Rule 32 (5-a)].

(b) A copy of the complaint earlier submitted to the complaint redressal committee of the department; [SPPRA Rule 32 (5-b)].

(c) Copy of the decision of Procuring Agency / Complaint Redressal Committee. [SPPRA Rule 32 (5-c)].

On receipt of appeal, the Chairperson shall convene a meeting of the Review Committee within seven working days; [SPPRA Rule 32 (6)].

It shall be mandatory for the appellant and the Head of procuring agency or his nominee not below the rank of BS-19 to appear before the Review Committee as and when called and produce documents, if required; [SPPRA Rule 32 (8)].

In case the appellant fails to appear twice despite the service of notice of appearance, the appeal may be decided ex-parte; [SPPRA Rule 32 (9)].

The Review Committee shall hear the parties and announce its decision within ten working days of submission of appeal; [SPPRA Rule 32 (10)].

The decision of Review Committee shall be final and binding upon the procuring agency. After the decision has been announced, the appeal and decision thereof shall be hoisted by the Authority on its website; [SPPRA Rule 32 (11)].

2.5.10 Matters not subject to Appeal or Review

The following actions of the SEDF shall not be subject to the appeal or review: [SPPRA Rule 33]

Selection method adopted by the SEDF; [SPPRA Rule 33 (1)]

Decision by the SEDF under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SEDF

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SEDF may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.6.3 Preliminary Examination

SEDF will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SEDF may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SEDF.

If a bid is not substantially responsive, it will be rejected by SEDF and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Supplier Evaluation Criteria (Not applicable, as contractors already being qualified)

All bids shall be evaluated in accordance with the evaluation criteria. [SPPRA Rule 42 (1)] SEDF will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

2.6.5 Eligibility Criteria

Bidder's Qualification Criteria:

S. No.	Mandatory Eligibility Criteria (Attach Supporting Documents)	Documentary Evidence	Remarks	
			Yes	No
1	Bidders having active filer status at Federal Board of Revenue (FBR) verification portal and registered with Sindh Revenue Board (SRB) are eligible to submit their bids	Please attach Tax Registration Certificate/s		
2	Has your firm ever been in blacklisted by SEDF or any other firm?	Please provide an undertaking on Rs.100/-Stamp paper that your firm is not blacklisted by SEDF or any other firm		
3	Average annual business turnover (in testing activities) of bidder for the last three consecutive years (FY19 – FY21) must be Rs. 30 million	Attach extracts from audited statements of the last three (03) years		

4	Financial Soundness Certificate	Please provide Certificate from the Main bank duly signed and stamped by the bank		
5	Availability of Infrastructure to conduct test of at least 3,000 candidates	Please attach details of infrastructure and test centers		

Note: Bidders who do not qualifying in all the above prequalification criteria will not be considered in the further technical evaluation.

Sr. No.	Technical Evaluation Criteria	MARKS DESTRIUTION	TOTAL MARKS (MAX 100)	OBTAINED
I.	Experience: Number of years, since inception of regular business operations as testing agency.		30	
	i. < 10 years	00		
	ii. 10 - 15 years	10		
	iii. More than 15 years - 20 years	20		
	iv. More than 20 years and above	30		
II.	Large scale projects handled/ tests conducted during last five years having more than 500/- applicants including Government/Private/Institutional /Any		20	
	i. ≤ 10 tests	00		
	ii. > 10 and ≤ 20 tests	10		
	iii. >20	20		
III.	Projects handled / tests conducted domestic / international (within last 3 years)		20	
	i. Within one province	00		
	ii. Domestic but nationwide	10		
	iii. International & Domestic both	20		
IV.	Number of full-time employees nationwide:		30	
	i. ≤ 100	00		
	ii. >100 ≤ 200	10		
	iii. >200 ≤ 300	20		
	iv. > 300	30		
Total Marks			100	
Qualifying Marks (60%)			60	

Note:

- Any bidder obtaining less than an 60% score in the evaluation of the technical criteria will be rejected and not assessed further.
- The bidder securing more than 60% marks in the technical bid will be qualified to participate in the financial bid.
- SEDF has the legal right to reject any or all tenders as per SPPRA rules

2.6.6 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, SEDF may, within 6 -7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bid submitted by that Bidder.

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], SEDF will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.7.2 SEDF's Right to Accept Any Bid and to reject any or all Bids

Procuring agency may annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, SEDF will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], procuring agency will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within **10 Days** from the date of Letter of Acceptance, the successful bidder shall furnish to SEDF particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favour of such person.

The Contract shall be signed by the parties at SEDF Office, 1st Floor, Block-B, FTC Building, Karachi, within 10 Days of letter of acceptance date and furnishing the requisite performance security.

2.7.5 Performance Security

Within **7 days** of receipt of the Letter of Acceptance from SEDF, the successful Bidder shall furnish to SEDF the Performance Security equals to five (05%) of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period.

The Performance Security shall be in form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SEDF, located in Pakistan-SPPRA Rule 39 (1)

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.5] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SEDF may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure “C” shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security. The Performance Security will be discharged by SEDF and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier’s performance obligation under the Contract.

2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [6.1] of this TD.

2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [6.2] of this TD.

2.7.8 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with SEDF. [Specimen is attached in Annexure “D”][SPPRA Rule 89]

2.7.9 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with SEDF. [Specimen is attached in Annexure “E”]

2.7.10 Mode of Payment

The payment will be given as per following schedule:

S. No.	DESCRIPTION	Payment
01	i) Designing of comprehensive job description and key performance indicators and ii) Advertisement through job portal	25%
02	i) Preparation of test papers and ii) Conducting and checking of test papers	25%
03	ii) Conducting group discussions iii) Provision of shortlisted/successful candidates with respective score sheets	25%
04	After 15 days of task/job completion	25%
	Total	100%

3. SCOPE OF WORK

SEDF intends to hire services of independent testing and screening agency to hire/recruit staff for its Karachi office:

S. No.	DESCRIPTION
01	<p>Designing of comprehensive job description and key performance indicators: Comprehensive job description will be designed for all positions. Key performance indicators will be designed for all positions in accordance with JD for performance evaluation.</p>
02	<p>Advertisement through job portal: Job advertisements of all positions should be placed on the online job portal. Application forms will be designed for all positions. Candidates may apply through the job portal by filling an application form.</p>
03	<p>Preparation of test papers MCQs based test papers will be prepared for all positions. Test papers should be prepared by PHD scholars on the basis of relevant syllabus.m</p>
04	<p>Conducting and checking of test papers Tests will be conducted in Karachi for all positions in a well-equipped test center Proper invigilation will be provided during the test session Test papers will be checked and the results will be communicated to the candidates and SEDF</p>
05	<p>Conducting group discussions Candidates shortlisted after test will be invited for a group discussion Candidates will be evaluated in the group discussion according to a set criteria Findings of group discussion will be shared with SEDF for further process.</p>

4. FINANCIAL PROPOSAL

BOQ for hiring the Testing Agency			
Description	Qty.	Unit	Rate
• Papers Setting Charges (if any)	1	Per Post	
• Invigilation Charges (If any)	1	Per Post	
• Test Center Charges (if any)	1	Per Post	
• Group Discussion Charges (if any)	1	Per Post	

Note: Testing Charges will be borne by Candidates

PRICE SCHEDULE

(Applicable for the year 2021-22)

Name of Bidder _____

**This amount will be considered as only the “Bid Offered”. Whereas be apprised that the successful bidder will be the one whose “Evaluated Bid” is the lowest. (For further clarification refer Note 10. below)*

Note

1. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, labor and any other charges.
2. Payment will be made as per the terms of the agreement/contract; bills will only be processed for necessary payment on receipt of certificate of satisfaction from the assigned authority/officer.
3. **Calculation of bid security** 1% of the *total Amount will be submitted with the tender document as bid security.
4. In case it is reviled at any stage after the completion of work that they asked specification of the tender have not been met, the amount of that specific item will be fined to the contractor with appropriate action as deemed necessary by the procurement committee.
5. In case of any observation arising in respect of quality testing service, the company/vendor will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company/vendor for non-commitment or cancellation of tender as will be decided by the Procurement Committee.
6. All terms and condition of Contract/Agreement (**Annexure “G”**) are part of Tender Document.
7. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
8. Lowest evaluated bid is going to be the criteria for award of contract rather than considering the lowest offered bid, encompassing the lowest whole sum cost which the procuring agency has to pay for the services/items duration the contract period. SPPRA Rule 49 may please be referred.
9. Payment will be made as per the scheduled attached as **Annexure “I”**.

Signature & Stamp of Bidder _____ .

5. CONTRACT

5.1 Conditions of Contract

5.1.1 Definitions

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010 (Amended 2017).

“Procuring Agency” or “PA” means Sindh Enterprise Development Fund (SEDF).

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause-1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services.

“Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SEDF or the Supplier may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Supplier, Sub-Suppliers, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.1.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.9.1 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 under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order 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.

5.1.9.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.1.10 Termination

5.1.10.1 Termination by SEDF

The SEDF may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 5.1.10.1. In such an occurrence the SEDF shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (45) days after being notified or within any further period as the SEDF may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SEDF has engaged incorrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the SEDF, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.1.10.2 Termination by the Supplier

The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the SEDF, such notice to be given after the occurrence of any of the events specified in paragraphs (a) of this Clause GC 5.1.10.2

- a. If the SEDF fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the SEDF shall make the following payments to the Supplier:

- a. Payment for goods provided/services performed satisfactorily, prior to the effective date of termination; except in the case of termination pursuant to paragraphs (a) through (c), of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.11 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.1.12.2 Arbitration

If the SEDF and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

5.1.13 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of SEDF. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SEDF upon successful commissioning of the Computer System and should not be available to any other party including the employees of the supplier.

5.1.14 Obligations of the Supplier

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SEDF, and shall at all times support and safeguard the SEDF legitimate interests in any dealings with Sub-Suppliers or third Parties.

5.1.14.1 Conflict of Interest

The Supplier shall hold the SEDF's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.1.14.2 Confidentiality

Except with the prior written consent of the SEDF, the Supplier and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2 Special Conditions of Contract

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

5.2.1 Performance Security

The amount of performance security shall be five (5%) percent of the Contract Price.

5.2.2 Payment

The payment to be made to the Supplier under this Contract shall be made in accordance with the payment schedule as shall be agreed between SEDF and the Supplier.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

BID FORM

Dated: _____, 2021

To
The Chief Executive Officer
Sindh Enterprise Development Fund (SEDF)
Investment Department
Government of Sindh
1st Floor, Block B, FTC Building, Shahrah-e-Faisal
Karachi

Gentleman,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency _____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide goods/work/related service], that will be in accordance with the terms defined in the proposal and /or contract.

Our firm/organization, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____.

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to one percent (1%) of the Contract Price for the due performance of the Contract, in the form prescribed by SEDF.

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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.

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

Name & Address of Agent

Amount and Currency

(If none, State none)



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

Dated this _____ day of _____ 2021

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for

_____.

KNOW ALL PEOPLE by these presents that WE [name of office] of [name of country], having our registered office at [address of office] (hereinafter called "the office"), are bound unto SEDF (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the office binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 2021.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SEDF during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including twenty-eight (28) days after the period of bid validity and any demand in respect thereof shall reach the SEDF not later than the above date.

[Signature and Seal of the Office]

Annexure “C”

PERFORMANCE SECURITY FORM

To
The Chief Executive Officer
Sindh Enterprise Development Fund
Investment Department
Government of Sindh
1st Floor, Block B, FTC Building, Shahrah-e-Faisal
Karachi

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____ 2021 to _____

[details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the budding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier

/ Contractor, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier / Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2021.

Signature and Seal of the Guarantors

Name of Office

Address

Date

INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage etc. Payable by the Suppliers of Services Pursuant to Rule 89 Sindh Public Procurement Rules Act, 2010

_____ [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 Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the 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.

[The 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. [The 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify 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 [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

Non Disclosures Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between SEDF and [Supplier Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfill each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2021.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or

- Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third-party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.
5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
- Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand
- ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL

CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".

8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Enterprise Development Fund

Registered Address:

Company Name:

Registered Address:

Name:

Signature:

Title:

Date:

Name: _____

Signature: _____

Title: _____

Date: _____

Annexure “F”

SCHEDULE OF OPENING & SUBMISSION OF BID

Bidding Procedure	Tender							
	Number	Description	Collection		Submission		Opening of Technical & Financial Bids	
			Start Date	End Date	Date	Time	Date	Time
Single Stage (Two envelop)	01365- 21-0005	Procurement Service form Testing Agency	4 th November , 2021	24 th November , 2021	24 th November 2021	11:00 am	24 th November , 2021	11:30 am

ANNEXURE “G”

CONTRACT WITH THE VENDOR

THIS AGREEMENT is entered into at Karachi

on this the ____ day of _____, 2021

BETWEEN

M/S. _____, a sole proprietorship, having its principal place of business at _____

(hereinafter referred to as “Contractor”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

Sindh Enterprise Development Fund, a project housed in Investment Department, Government of Sindh under the laws of Pakistan and having its Head office at 1st Floor Block B FTC Building (Hereinafter referred to as “ THE PROCURING AGENCY (PA)”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

“THE PA” intends to acquire the services of “Contractor” for procurement of services of independent testing and screening agency for over the period of three years to hire staff for its Karachi office and Contractor agrees to provide the following services to the SEDF, as per the tender opened on _____.

- i. Provide testing service for recruitment of various staffs over the period of three years

Submitted by M/s. _____:Rs. /-

The terms and conditions are as follows:

All terms and conditions of the tender document will remain part of this agreement.

Payment Schedule:

S. No.	DESCRIPTION	Payment
01	i) Designing of comprehensive job description and key performance indicators and ii) Advertisement through job portal	25%
02	i) Preparation of test papers and ii) Conducting and checking of test papers	25%
03	ii) Conducting group discussions iii) Provision of shortlisted/successful candidates with respective score sheets	25%
04	After 15 days of task/job completion	25%
	Total	100%

a. Period of Contract:

- Date of Delivery _____
- Completion date: _____

Commencement of Work:

- The job will be commenced from the date of acceptance of Award/Letter by the Contractor.

Notice:

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
- A party may change its address for notice by giving a notice to the other Party in writing of such change.

Authorized Representative:

- Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the SEDF or the Contractor may be taken or executed by the officials.

Taxes and Duties:

-

-
- The Contractor and its Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

Termination of Agreement by the SEDF:

- If the performance of the Contractor is not satisfactory this agreement can be terminated by the SEDF upon giving a 30 days' advance notice in writing to the Contractor. In such event the Contractor shall refund all advance money to the SEDF after adjusting the cost of work done by that date.
- If the Contractor becomes insolvent or bankrupt.
- If the Contractor, in the judgment of the SEDF has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- If the SEDF, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If issued with two warning letter/email by the SEDF for unsatisfactory performance to the bidder.

- Termination of Agreement by the Contractor:
- The Contractor may terminate this Agreement, by not less than (30) days' written notice to the SEDF, if the SEDF fails to pay any money due to the Contractor pursuant to this Agreement without Contractors fault.
- If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Force Majeure:

- The failure on the part of the parties to perform their obligation under the agreement will not be considered as default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

Extension of Time:

- Any period within which Party shall, pursuant to this agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Good Faith:

- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Settlement of Disputes:

-
-
-
-
-

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

Obligation of the Contractor:

- The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the SEDF, and shall at all times support and safeguard the SEDF legitimate interests in any dealing with Sub-Suppliers or third Parties.
- If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the SEDF & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier

Conflict of Interest:

- The Contractor shall hold the SEDF's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Confidentiality:

- Except with the prior written consent of the SEDF, the Contractor and the Personnel shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

Contractor Signature _____

Name _____

Designation _____

Company Name _____

Witness:

Signature_____

Name_____

Designation _____



Address _____

Address _____

Stamp

Signature _____

Customer Signature _____

Name
Designation
Company Name

Name _____
Designation _____
Company Name

Address

Address

Stamp

Witness:

Signature _____

Name _____

Designation _____

Address _____

Annexure "I"

PAYMENT SCHEDULE

S. No.	DESCRIPTION	Payment
01	i) Designing of comprehensive job description and key performance indicators and ii) Advertisement through job portal	25%
02	i) Preparation of test papers and ii) Conducting and checking of test papers	25%
03	ii) Conducting group discussions iii) Provision of shortlisted/successful candidates with respective scoresheets	25%
04	After 15 days of task/job completion	25%
	Total	100%