

Request for Proposal (RFP)

for

**SELECTION OF THIRD-PARTY AUDITOR FOR
IMPACT ASSESSMENT OF PSEB'S INDUSTRY HR
DEVELOPMENT PROGRAMS**

July 2024

Tender No. A (01)/PSEB/2024-33

Pre-bid meeting: July 18th, 2024 at 3:00 pm

Last submission date: July 29th, 2024 at 03:00 pm

PAKISTAN SOFTWARE EXPORT BOARD
MINISTRY OF INFORMATION TECHNOLOGY &
TELECOMMUNICATION
GOVERNMENT OF PAKISTAN



Selection of 3rd Party Auditors for Impact Assessment of PSEB Industry HR Development Programs

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1. INTRODUCTION TO PSEB

Pakistan Software Export Board (Guarantee) Limited (PSEB) is a Public Sector Company under the Administrative control of Ministry of Information Technology & Telecommunication, Government of Pakistan. The main functions of the company are to act as a one stop on behalf of Government of Pakistan in matters relating to the development and export of IT/ITeS exports from Pakistan and to take all actions as may be required for the promotion and growth of IT development and increase in exports.

2. INTRODUCTION TO THE WORK

PSEB plans and execute various programs and initiatives for the development and promotion of IT industry program in order to increase capacity of IT industry. These programs are funded through PSDP, grants or self-generation. To assess the performance of these projects/initiatives/programs, PSEB desired to carry out an impact assessment of Industry HR readiness programs/projects run and executed by it during the last three years by a third party. This impact assessment is to determine whether the defined objectives, outcomes, and KPIs of each Industry Development HR program have been achieved in line with anticipated objectives and KPIs of the program/project. The assessment will track the impact created by the programs in terms of employment, increase in the salary of trainees, and contribution towards the development of the IT industry of Pakistan.

The well renowned and established 3rd Party Audit Firms are encouraged to participate in the bidding process. The selected Audit Firm will perform audit activities of the selected projects executed during the last 03 years, specifically executed during FY 2021-24. The primary objective of this assignment is as follows:

- To carry out an impact assessment of Industry HR readiness programs/projects run and executed by PSEB during the last three years.
- This impact assessment is to determine whether the defined objectives, outcomes, and KPIs of each Industry HR Development program have been achieved in line with the anticipated objectives and KPIs of the program/project.
- The assessment will track the impact created by the programs in terms of employment, increase in the salary of trainees, and contribution towards the development of the IT industry of Pakistan.

3. PROJECTS/PROGRAMS/INITIATIVES TO BE AUDITED UNDER THIS ASSIGNMENT

Following is the list of projects to be audited under this scope of work:

3.1 ICT INTERNSHIP PROGRAM PHASE 1

The Project “ICT Internship Program – Phase I was started on 26th May 2021 and ended on June 30, 2024. Total cost of the project was Rs. 488,882,010/-.

Project Scope:

Deployment of 3,500 young graduates as interns in the IT & ITeS Industry for a period of 06 months with monthly stipend of Rs 20,000/-.

Project Objectives:

- Providing of practical training experience and grooming young IT graduates to meet the growing demand for IT resources in the country.

- Providing an opportunity to fresh IT graduates to become part of the IT Industry and equip themselves with required technologies and skill sets.
- Bridging the gap between the supply and demand for skilled graduates in the ICT industry
- Develop a human capital talent pool for the ICT Industry
- Capacity building of ICT industry and availability of skilled resources to fulfill shortage of the skilled resources.
- Enhance IT exports and domestic revenue of the IT Companies.
- Generation of employment and development of the IT Industry.

3.2 CERTIFICATION OF IT PROFESSIONALS

To develop a human capital talent pool for the ICT industry and increase the labor pool available for IT/ ITeS companies, PSEB initiated the "Certification of IT Professionals" project on December 18, 2019.

Scope:

- Training and certification will be provided to 10,000 IT graduates, IT professionals, and public sector employees under the project titled "Certification of IT Professionals."
- Out of the 10,000 individuals, 4,000 are IT graduates, 4,500 are IT professionals, and 500 are public sector employees to be trained and certified.

Objective:

- To create a highly skilled resource pool within the Pakistani IT industry through trainings and certifications,.
- Training and developing of IT talent to meet the growing demand for IT resources.
- Addressing the gap between skilled graduates in the ICT industry.

3.3 IT INDUSTRY READINESS BOOT CAMP

Considering there is a common complaint among the ICT graduates that, it is very difficult and challenging for them to get a proper job after graduation in the absence of the required skillset and technologies. Hence to focus on skill development of the ICT graduates to meet the shortage of good and skilled resources/graduates PSEB launched Project titled "IT Industry Readiness Boot Camp".

Scope

Train approximately 4,000 IT professionals and ICT & Non-ICT graduates from all over Pakistan on latest IT Industry –demanding technologies in Karachi, Lahore and Islamabad on following industry preferred technologies.

- MERN Stack Development
- Web Engineering
- Cloud Solution Architecture
- Software Quality Assurance
- Mobile App Development

Objective:

- Equip IT professionals and ICT & Non-ICT graduates in Karachi, Lahore, and Islamabad/Rawalpindi with the latest IT industry skills to address the shortage of skilled resources
- Focus on key technologies: MERN Stack Development, Web Engineering, Cloud Solution Architecture, Software Quality Assurance, and Mobile App Development.
- Enhance participants' skills to meet the growing demand for IT resources in the industry.

3.4 IT INDUSTRY ACADEMIA BRIDGE PROGRAM:

To bridge the gap between the IT industry and academia, PSEB designed a 1st of its kind program to bring IT industry on board and deliver industry demanded high end technology courses to the university students studying IT disciplines in their 6th, 7th, and 8th semesters

Scope:

- Train 1,600 IT professionals, ICT, and non-ICT graduates.
- Focus on technologies: MERN Stack Development, Web Engineering, Cloud Solution Architecture, Software Quality Assurance, and Mobile App Development.
- Equip university students in their 6th, 7th, and 8th semesters in IT, Computer Science, Software Engineering, Software Development, Web Development, or related bachelor's degree programs with the latest IT industry skills.
- Train teachers, teaching assistants, and computer lab assistants of these selective universities in the same technologies and skill sets.

Objective:

Courses covered under the Program were as follows.

- MERN Stack Development
- Web Engineering
- Cloud Solution Architecture
- Software Quality Assurance
- Mobile App Development
- Train teachers, teaching assistants, and computer lab assistants of these selective universities in the same technologies and skill sets.

3.5 IT INDUSTRY SOFT SKILLS TRAINING PROGRAM:

IT professionals are good in delivering technical assignments but mostly they are not good at dealing with customers, business development, negotiations, and conflict resolutions. This is due to a lack of soft skills. To provide soft skills and leadership training to the IT professionals, PSEB launched IT Industry Soft Skills Training Program to provide soft skills and leadership training to the IT professionals.

Project Objective:

Mainly soft skills and leadership skills training modules were as follows:

- Self-Grooming, Etiquette, Maintaining Executive Presence
- Ethics, Communication, Writing
- Leadership, Team-Building, Empathy
- Conflict Resolution
- Negotiation Skills

Scope:

- Train 500 IT professionals on Leadership and Soft Skills.
- Focus on IT professionals working in cities like Karachi, Lahore, Islamabad & Rawalpindi



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4. DELIVERABLES OF THE ASSIGNMENT

Upon completion of the audit, the auditor shall provide the following deliverables:

- **Impact Assessment Report:** Detailed report presenting findings, conclusions, and recommendations on each program/project based on audit objectives.
- **Recommendations:** Actionable suggestions to improve the efficiency and effectiveness of future Industry HR Development Programs.
- **Presentation:** Presentation of findings to PSEB management and stakeholders for discussion and feedback.

5. DURATION OF ASSIGNMENT

The audit firm shall provide the shortest possible timeline to complete the assignment, but not exceeding 45-60 days from issuance of the work order.

6. CORRUPT OR FRAUDULENT PRACTICES BY BIDDER.

The Government of Pakistan requires that Procuring Agency as well as Firms//Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy and Rules made thereunder, PPRA and PSEB:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Firms (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Firm recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

7. EVALUATION CRITERIA

The evaluation shall be carried out keeping in view the following criteria:

- a. The weightage of Technical Proposal = 70%.
- b. The weightage of Financial Proposal = 30%

7.1 Technical Evaluation Criteria

PSEB will evaluate and compare the proposals that have been determined to be substantially responsive and have scored minimum 70% of the score against the Technical Evaluation Criteria given below. Proposals will be evaluated for the complete scope of work. The proposals securing 70% or more scores will be considered as technically responsive and subsequently selected for financial bid opening.



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Sr No.	REQUIREMENT	STATUS/MARKS	DOCUMENTS/ EVIDENCE REQUIRED												
I. Mandatory Criteria:															
1	The firm must be "A" ranked as per latest ranking of the State Bank of Pakistan.	Mandatory	The firm must attach proof of "A" ranking with its proposal												
2	The firm must have satisfactory QCR rating from ICAP	Mandatory	The firm must attach proof of latest satisfactory QCR rating with its proposal.												
3	The firm must be registered with ICAP with valid license of practice.	Mandatory	The firm must attach proof of valid license of practice with its proposal.												
4	The firm must be registered with income and sales tax department and shall be on Active taxpayer list (ATL) of FBR	Mandatory	The firm must attach proof of ATL with its proposal.												
5	The firm must have office in Islamabad/Rawalpindi, Lahore & Karachi	Mandatory	The firm shall provide address of Islamabad/Rawalpindi, Lahore & Karachi .												
6	The firm must have affiliation with International Network of Accountancy.	Mandatory	The firm shall attach proof of International Affiliation with its proposal.												
7	Declaration in the shape of an affidavit on attested stamp paper that the firm has never been blacklisted/de-listed as per laws of Pakistan.	Mandatory	Format given as Annex-B												
II. Evaluation Criteria:															
1	<table border="1" style="width: 100%;"> <tr> <th colspan="2">Years of Existence</th> </tr> <tr> <th style="width: 50%;">Years</th> <th style="width: 50%;">Marks</th> </tr> <tr> <td>Less than 10</td> <td style="text-align: center;">0</td> </tr> <tr> <td>10-20</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Above 20</td> <td style="text-align: center;">20</td> </tr> </table>	Years of Existence		Years	Marks	Less than 10	0	10-20	10	Above 20	20	20	Attach ICAP certificate		
Years of Existence															
Years	Marks														
Less than 10	0														
10-20	10														
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2	<table border="1" style="width: 100%;"> <tr> <th colspan="2">Number of Partners</th> </tr> <tr> <th style="width: 50%;">Number</th> <th style="width: 50%;">Marks</th> </tr> <tr> <td>Less than 6</td> <td style="text-align: center;">0</td> </tr> <tr> <td>6-10</td> <td style="text-align: center;">10</td> </tr> <tr> <td>11-20</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Above 20</td> <td style="text-align: center;">20</td> </tr> </table>	Number of Partners		Number	Marks	Less than 6	0	6-10	10	11-20	15	Above 20	20	20	CVs of All Partners must be attached
Number of Partners															
Number	Marks														
Less than 6	0														
6-10	10														
11-20	15														
Above 20	20														



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3	Number of Audit Staff)		20	Complete list of staff showing qualification and experience must be attached
	Numbers	Marks		
	a) Pakistan			
	200 & Above	5		
	b) Islamabad			
	Up to 30	5		
	50 & above	15		
4	Number of similar assignments conducted in last 5 years		20	List of clients along with nature of assignments conducted and in hand must be mentioned
	Number	Marks		
	3-5	10		
	above 5	20		
5	Active Audit Clients from IT Sector		20	List of clients must be provided
	Number	Marks		
	3-5	5		
	6-10	10		
	Above 10	20		
Total			100	
Profile of the firm and any other document which the applicant deems appropriate to support its proposal for qualification.				

7.2 Financial Bid Evaluation Criteria

The financial bids of only technically qualified firm companies will be opened. The pricing shall include all applicable taxes, rates, duties, tolls, fees etc.

The evaluation of financial bids will be calculated as follows:

- The weightage of financial proposal is 30% in the total score.
- The financial weightage will be calculated by the formula given below:
= (lowest bid/bid offered) *30

The score achieved by the firm will be aggregated as follows:

Total score obtained by the firm = Technical weightage + Financial weightage

The contract shall be awarded to the firm who achieved the maximum points from Total Score and shall be considered a Most Advantageous Firm

8. COVER LETTER:

The firm shall address the cover letter to the Director Projects, PSEB, PSEB Head Office, 6th Floor, State Life Tower Blue area, Islamabad. The format of the cover letter given in **Annexure - A**.

9. BID VALIDITY PERIOD

Bid validity period will be 90 days from the due date for submission of Technical and Financial Bids.

10. PAYMENT TERMS

The selected party shall invoice the PSEB after successful completion and acceptance of all deliverables outlined under serial number 4 under heading deliverables.



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11. GENERAL TERMS AND CONDITIONS

- a. The selected firm shall within seven (07) days of appointment will compose a team headed by a Chartered Accountant and will depute to carry out the work as per scope of work. Number of team members and their qualification and experience must be agreed by PSEB.
- b. The engagement partner and the team leader shall always be available on via telephone or email and for meetings, as and when required.
- c. The firm shall not take/accept any assignment which may be in conflict with the interest of the PSEB.
- d. The firm shall keep all provided information, documents and data confidential and shall not disclose any information contained in the applications and supporting documents to anyone except PSEB's authorized officers.
- e. The firm shall not, without seeking prior approval of the PSEB, make a statement that may materially affect the PSEB in anyway.
- f. The firm shall take instructions from the competent authority of the PSEB regarding all matters.
- g. All applicable taxes will be deducted at the time of the payment as per government rules and regulations.
- h. The selected party if decline to accept the Purchase Order/Contract, their bid security will be confiscated, and a poor performance certificate will be issued to vendor.
- i. Participating vendors are requested to abstain from all overt & covert activities that may arise any doubt or ambiguity in the tendering process and tender opening session.

12. CHANGE OF SCOPE

At any time prior to the deadline for submission of bids, PSEB may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Tender. Amendments will be provided in the form of Addenda to the Tender and will be sent in writing by courier, cable, facsimile, or electronic mail or by E-Pad to all prospective Bidders that have received the Tender Document and will be binding on them. Bidders are required to immediately acknowledge receipt of any such addenda, and it will be assumed that the amendments contained in such addenda will have been taken into account by the Bidder in its bid. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, PSEB may, at its discretion, extend the deadline for submission of bids, in which case PSEB will notify all the bidders.

13. FORCE MAJEURE

If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.

The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics (including operational disruptions due to government imposed COVID-19 restrictions), landslides, earthquakes, fires, storms, lightning, flood, washouts, government imposed restrictions due to environmental hazards, civil disturbances, explosion, Governmental Export/Import Restrictions, Government actions/restrictions due to economic and financial hardships, change of priorities and any other causes similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

The terms of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. Suppose either party is permanently prevented wholly or in part by Force Majeure for period exceeding 4 (four) months from



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performing or accepting performance. In that case, the party concerned shall have the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

If a Force Majeure situation arises, the Bidder shall promptly notify PSEB in writing of such conditions and the cause thereof. Unless otherwise directed by PSEB in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. SUBMISSION OF BIDS:

a. Single Stage Two Envelope Bidding Process

A single stage two envelope bidding process will be followed and bids have to be submitted online through E-Pad as laid down by PPRA Guidelines.

The earnest money in the shape of Demand Draft and Pay Order in the favor of Pakistan Software Export Board with an amounting to Rs. 125,000/-.

b. Bid Submission and Opening

Bids should be submitted electronically ONLY through EPADS. For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.

The bids, prepared in accordance with the instructions in the bidding documents along with bid security instrument (Copy) & Proof of Eligibility documents as specified in bid documents in favor of the undersigned must be submitted through EPADS by **July 29th, 2024 at 03:00 pm** Technical bids only will be opened on the same day **at 03:30 pm** at below mentioned address in the presence of vendors/bidders or their authorized representatives who desires to attend the bid opening session. The financial bids will be opened only of those bidders who qualifies in technical proposals evaluation. The opening of financial bids will be notified separately once technical evaluation has been completed. Please note that submission date and time shall be strictly adhered, and it will be bidders' responsibility to ensure the submission of bid at given date and time.

Note: Original Bid Security instrument MUST BE submitted to the undersigned before closing hours of the bids submission time.

Only those bids will be entertained who applied through EPADS <https://eprocure.gov.pk>

c. Prices

Prices quoted must remain valid for acceptance up to 90 days from the date of its opening. Quoted price should be in Pak Rupees and inclusive of all applicable taxes. Prices quoted without any tax remarks will be treated as inclusive of all applicable taxes. Any changes in Government duties or taxes shall be borne by the successful bidder.

d. Performance Bond

The bidder selected to award the contract shall have to submit 10% of total amount of contract as Performance Bond. The performance bond shall be in the shape of Bank Guarantee/Bank Draft / Pay Order in the favor of "Pakistan Software Export Board"

e. Representation Requirements

The representative of the bidder shall bring an authority/nomination letter on company's letterhead for attending the financial bid opening. The representative of the bidder shall bring an authority/nomination letter on company's letterhead for attending the financial bid opening.

15. WITHDRAWAL OF BID.

- a. A bidder may withdraw the bid prior to the deadline for submission of bid as prescribed in these tender documents.
- b. The bid security will be forfeited if a bidder withdraws the bid after the deadline of bid submission or during the period of bid validity or in the case of a successful bidder fails to sign/accept the Purchase Order/Contract.



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16. REJECTION OF BID.

- a. Bid security has not been submitted as per the relevant clause.
- b. Incomplete, conditional, or optional bids will be rejected forthwith.
- c. Bids received after due date & time will not be accepted.
- d. Bids failing to meet the eligibility / evaluation criteria.
- e. Any noncompliance to the terms and conditions of bidding documents.
- f. Firm/Company shall be disqualified if financial figures are mentioned in the technical proposal.
- g. PSEB reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.

17. LATE DELIVERY & PENALTY: -.

In case of delay in delivery of deliverables beyond the stated time frame except for Force Majeure, the selected vendor shall pay to PSEB for every 2 weeks of default 1% of the total value of the contract. The total amount of penalty shall not however exceed 10% of the total value of the contract. If delay is more than 4 months PSEB is entitled to terminate the contract and to initiate risk purchase action against the selected vendor.

18. COMPLIANCE TO THE INSTRUCTIONS.

- a. Quoted rates shall include all applicable GoP taxes otherwise all the prices quoted will be considered all taxes included.
- b. No cutting / overwriting of the offered prices will be accepted.
- c. Strict Compliance of bidding documents, given Specifications and eligibility / qualification criteria.

19. PERFORMANCE OF BIDDER.

In case of any poor performance by the selected bidder, PSEB reserves the right to issue Poor Performance Certificate to bidder. PSEB reserves the right to confiscate the bid security/performance bond of the bidder in case of three poor performance certificate, and bar the bidder from participation in future procurements of PSEB.

20. BIDDER'S QUERIES.

Any queries by the Bidders must be addressed at least three (3) working days before the bid submission deadline, otherwise PSEB will not be liable to respond.

21. PRE-BID MEETING.

Pre bid meeting on PSEB Web Portal Hosting. A pre-bid meeting will be held on July 18th, 2024 at 03:00 pm address the queries, if any, of the prospective bidders. Please use following link to join meeting:

<https://us06web.zoom.us/j/82768051140?pwd=6czzB7BOuh93arFIpVOLnTkqv4yDEN.1>

Meeting ID: 827 6805 1140

Passcode: 159344

22. POINT OF CONTACT. (e-mails)

For Admin query To: rarif@pseb.org.pk

For Technical query To: agilani@pseb.org.pk



Ministry of Information Technology
& Telecommunication

DIGITAL PAKISTAN

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23. BID SUBMISSION AND OPENING ADDRESS.

Manager Administration

Pakistan Software Export Board
6th Floor, State life Building, Blue Area,
Islamabad

Annexure-A

Cover Letter for the Submission of Proposal (On Letter Head)

Location:
Date:
To:

Dear Sir,

We, the undersigned, offer to provide the services for Hiring of 3rd Party Auditors for Impact Assessment of PSEB Industry Development HR Programs for providing of services in accordance with your Request for Proposal dated [date here]. We hereby submit our technical and financial proposals in separate sealed envelopes including the required documents contained in a sealed envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per PSEB's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

We understand that the selection process for **Hiring of Firm** will be in accordance with prevailing Procurement Rules and you are not bound to accept any Request for Proposal.

Yours sincerely,

Authorized Signature [In full and initials]:

Name of Engagement Partner: _____

Address: _____

Undertaking for Bidders

(To be Provided on Judicial Stamp Paper)

It is hereby solemnly confirmed that the undertaking is submitted in respect of PSEB's tender titled "Selection of 3rd Party Auditors for Impact Assessment of PSEB Industry Development HR Programs".

a. Declaration

It is to certify that I have read, clearly understood, and agreed upon to all the terms and conditions mentioned in the tender documents. Further, I certify that all of the information provided e.g. (certificates, etc.) in our bid is true and accurate and genuine. If at any stage the information provided is found to be false than I/We and my firm shall be held accountable, and our bid shall be rejected.

b. Statement for Non-Blacklisting

I, _____ s/o Mr. _____, Designation of M/s _____ holding CNIC # _____ hereby confirms that our firm/company is not blacklisted by any Ministry / Division / Department of the Government / Semi government / Autonomous body of Federal or Provincial Government in Pakistan.

Annexure- D

BID SECURITY (BANK GUARANTEE)

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

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

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

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

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

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee, and that the bid guarantee automatically covers any alternative bids included in the Bid, if the Bidder is permitted to offer alternatives and does so.

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

has withdrawn the Bid (or any parts of it) during the period of bid validity specified by the Bidder in the Bid Submission Form or any extension of the period of bid validity which the Bidder subsequently agreed to; or

having been notified of the acceptance of the Bid by you during the period of bid validity, (i) failed or refused to execute the Contract Agreement, or (ii) failed or refused to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bid's validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s)]

[Note to Bidders: Instructions on amount and currency can be found in the Section 15.4. Joint Ventures need to also ensure that their Bank Guarantee meets the requirements for Joint Ventures as provided in the same section.]

Performance SECURITY (Performance BOND)

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

**Selection of 3rd Party Auditors for
Impact Assessment of PSEB Industry HR Development Programs**

WHEREAS [Name and Address of the Bidder] (hereinafter called "the Bidder") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Bidder shall furnish Performance Security, within ten (10) working days of the receipt of the Acceptance Letter from the Client, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document to the Client, for a sum equivalent to Rs. _____ (to 10% of the one (01) year contract value, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year, one month before the expiry period of the submitted bank guarantee) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract; AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Bidder a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Client, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Client having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Bidder commits a default under the Contract;
2. If the Bidder fails to fulfill any of the obligations under the Contract;
3. If the Bidder violates any of the provisions of the Contract.

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the Client shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or all obligations have been fulfilled in accordance with the Contract, whichever is earlier. Date this _____ day of 20__.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

[Note to Bidders: Instructions on amount and currency can be found in the Section 15.5. Joint Ventures need to also ensure that their Bid Bond meets the requirements for Joint Ventures as provided in the same section.]