

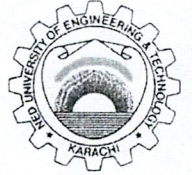


NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

PROCUREMENT CELL

Phone # 99261261- 68, (Ext. 2471 & 2501) Fax # 99261255, e-mail: dp@neduet.edu.pk

"Say No to Corruption"



Director Procurement

Date: 23.01.2024

Request for Proposal (RFP)

NED University of Engineering and Technology Karachi, intends to appoint reputable Consultant / Consulting Firm registered with Income Tax Department and Sindh Revenue Board (SRB) as procedures defined in SPPRA Rules 2010 (amended upto date) for assignment "Development of Funding Structure & Raising of Funds for the Science, Technology and Engineering (STE) Projects" with schedule as follows:

Tender Schedule – Date and Time:					
Tender No. PC/NED/RFP-72460/8356/2023 / 922					
Start Date Of Sale	Last date of Sale	Submission Date/Time	Opening Date/Time	Venue of Bid Opening	Tender Fee
31.01.2024	22.02.2024	23.02.2024 11:00 A.M.	23.02.2024 11:30 A.M.	New Administration Building, 2 nd Floor, CCEE (NED Academy) Main Campus.	5,000/-

The bids shall comprise a single package containing "Financial Proposal" and the "Technical Proposal" in separate sealed envelopes.

Method of selection:

The method is "Least Cost Selection (LCS)"

Pre-Bid Meeting:

On 13.02.2024 at 12:00 hrs in New Administration Building, 2nd Floor, CCEE (NED Academy) Main Campus. University Road, Karachi.

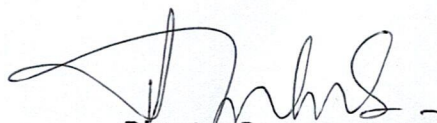
Collection of RFP documents:

The RFP Document can be obtained from the office of the ADP – II, against the written request duly forwarded to ADP – II on submission of tender fee in shape of pay order in favor of Director Finance, NEDUET, on all working days during office hours. RFP Document can also be obtained by post against pay order of Rs 800/- as courier charges in addition to tender fee.

Bid Security: The Bid Security @ 1% of the quoted amount should be submitted in the form of PayOrder / Demand Draft /Bank Guarantee issued by any scheduled Bank in favor of Director Finance, NEDUET.

Submission of Bid: The sealed Bids duly completed and addressed to ADP – II must reach or be dropped in the Tender Box placed in the Office of ADP-II in Procurement Cell at NED Main Campus, which shall be opened on the same day according as per above schedule in presence of bidders or their representatives who may wish to be present. In case of any disturbance / Holiday, the bids will be received and opened on next working day as per schedule. Bidders are requested to give their best and final prices as no negotiations is permitted. RFP containing detailed terms and conditions are available at Websites <https://www.neduet.edu.pk> and <http://www.ppms.pprasinhd.gov.pk>.

The Procuring Agency may reject any or all bids subject to the relevant provisions of SPPRA rules (Amended upto date).


Director Procurement
23-07-2024

Issued On _____

Issued To: _____



PROCUREMENT CELL

Request for Proposal for Hiring Services of Consulting Firm for Development of Funding Structure & Raising of Funds for the Science & Technology Engineering (STE) Projects.”

Tender No. PC/NED/RFP/8356/2023

LIST OF CONTENTS

Serial #	Description	Page #
1	Instructions to Consultants	1
	introduction	2
	Conflict of interest	3
	Fraud and corruption	4
	Integrity Pact	4
	Preparation of proposal	6
	Award of Contract	11
2.	Bid Data Sheet	12
	Eligibility Criteria	13
	Point system for Technical and Financial	14
	Technical and Financial Evaluation Criteria	15
3.	General Conditions of Contract	16
	Law Governing Contract	17
	Commencement, Completion, Modification and Termination of Contract	19
	Termination	20
	Obligations of the Consultant	22
	Obligations of the PA	24
	Amendments of, and Supplements to, Clauses	26
4.	Terms of Reference	28
	Project Outcomes	28
	Establishment of Venture Capital Firms	29
5.	Financial Proposal Form	30
6.	Contract Form	31
7.	Affidavit	33
8.	Integrity Pact	34

Instructions to Consultants

1. Definitions

- (a) “Procuring Agency (PA)” means the NED University of Engineering & Technology, Karachi with which the selected Consultant signs the Contract for the Services.
- (b) “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
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the procuring Agency for the selection of consultants.
- (k) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 NED University of Engineering and Technology is one of the oldest institutions in Pakistan for teaching and producing Engineering graduates. The University was established in March 1977 under the Act passed by the Provincial Assembly of Sindh after upgrading of the NED Government Engineering College which was set up in 1921. Presently, University is offering 35 Bachelor's degree programmes in engineering, architecture, science and other disciplines with 55 Master's and 24 PhD degree programmes. NED has 6 faculties and 30 teaching departments with two Campuses (i) City Campus and (ii) LEJ Campus along-with one Constituent College "Thar Institute of Engineering, Sciences & Technology (TIEST)" at Mithi city of district Tharparkar, Sindh.

2.1.1 Research Portfolio

NED University's faculty members, play a vital role in driving academic and research excellence. NED has recently established four new research centres, the NED University Fire Lab, the Centre for Quantum Computing, the Centre for New Manufacturing and the Centre for Nano Technology bringing the total count to more than 26 Research Centres with 227 ongoing projects worth over Rs. 1.8 billion; together with 631 Research Publications along-with with 403 JCR Indexed Publications that remains at the forefront of research and development that making NED at the top in Research Excellence ranking of HEC - ORIC. Additionally, the university hosted many international conferences, providing a platform for knowledge and idea exchange

2.1.2 NED-EnerTech Science & Technology Park

A momentous chapter in the advancement of education, research, and economic prosperity has been marked with the inauguration of Karachi's pioneering technology park at the NED University. Kuwait Investment Authority ownership's substantial contribution – a funding of US\$ 2.4 billion for the technology park building – accentuating its significance in enabling superior research prospects and contributing to Pakistan's economic stride.

The establishment of this technology park stands as a testament to Pakistan's unwavering dedication to nurturing academic brilliance, innovation, and technological advancement. Serving as Karachi's premier technology hub, it holds the promise of illuminating pathways to groundbreaking research, revitalization endeavors, and job creation. This monumental project embodies a remarkable collaborative endeavor, reflecting the shared determination of Kuwaiti and Pakistani stakeholders to fuel education, research, and economic growth within the region.

2.2. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet.

The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

- 2.3** Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- 3.1.1** Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

- 3.1.2** Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than

Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- (ii). Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any assignment that, by

its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.

- (iii). A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) The selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved

Conflicting Relationship

Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without pay;
- (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

"Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR 2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such Barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

5. Integrity Pact

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)

6. 6.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms – in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
- 6.2 Short listed consultants emerging from request of expression of interest is eligible.

7. Eligibility of Sub- Consultants

A shortlisted Consultant would not be allowed to associate with consultants who have failed to qualify the short-listing process.

8. Only One Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. participation of the same Sub- Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be Less than one percent and shall not exceed five percent of bid amount)

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate

such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

- 10.2** At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposal

- 11.1** In preparing their Proposal, Consultants are expected to examine In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 11.2** The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

13. Technical Proposal Format and Content

- 13.1** While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i). If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
 - (ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.

- (iii). For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iv). It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (v) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (vi) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii). Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 03 (three) years.
- (v) Estimates of the total staff input (professional and support

14. Financial Proposals

- 14.1** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

- 15.1** The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and opening of Proposals

- 16.1** Proposal shall contain no interlineations or overwriting submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the Original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 16.2** All required copies of the Technical Proposal are to be made from original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 16.3** The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similar, the original Financial Proposal (if required under the selection method indicated in the DATA Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4** The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation

- 17.1** From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

18.1 The evaluation committee shall evaluate the Technical Proposals **Technical Proposals** on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum Qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.

20. Negotiations

- 20.1** Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

- 21.1** Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of the same.

22. Availability of Professional Staff/Experts

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

23. Award of Contract

- 23.1** After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 23.2** After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.
- 23.3** The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

24. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the Rejection of its Proposal.

BID DATA SHEET

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

1.1	Name of Procuring Agency	NED University of Engineering & Technology, Main University Road, Tel # 99261261-68, (Ext: 2471), Fax: 99261255
1.2	Name of the Assignment	Request for Proposal for Consulting Services for Development of Funding Structure & Raising of Funds for the Science & Technology Engineering (STE) Projects upto USD 50 Million” to the NED UNIVERSITY OF ENGINEERING & TECHNOLOGY (NEDUET), Karachi.
1.3	The Method of Selection:	Least cost selection shall be- adopted as per SPPRA Rules (amended upto date). Firms shall be evaluated technically on the basis of the responsiveness to the Terms of Reference.
	Procedures for Open Competitive Bidding	The procedure for opening of proposals will follow the principles of SPPRA’s Single Stage Two envelope bidding procedure for open competitive bidding.
1.4	Financial Proposal to be submitted together with Technical Proposal:	<p>The bid shall comprise a single package containing two separate envelopes.</p> <p>Each envelope shall contain separately the financial proposal and the technical proposal</p> <p>(ii) The envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.</p> <p>(iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.</p> <p>(iv) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance in the RFP, without reference to the price and reject any Technical Proposal which manifests material deviation from the specified requirements.</p> <p>(v) During the technical evaluation, no amendments in the technical proposal shall be permitted. After the evaluation and approval of the TECHNICAL PROPOSAL, the</p>

		<p>procuring agency, shall at a time within the bid validity period, publicly open the FINANCIAL PROPOSALS of the technically qualified firms at a time, date and venue announced and communicated to the Consultants in advance for the attendance of their authorized representative duly notified in advance.</p> <p>(vi) The financial proposals of bids found technically non-responsive shall be returned un-opened to the respective bidders; and</p> <p>(vii) Bid found as lowest responsive bid shall be accepted.</p>
1.5	Proposals Validity:	Bid Validity shall be 90 days from the date of opening of technical proposals.
1.6	Bid Security	Bidder is required to submit bid security @ 1% of total bid value in form of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee issued by a scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a schedule bank in Pakistan in favour of "Director Finance, NEDUET, Karachi" valid for a period of 28 days beyond the bid validity date.
1.6.1	<p>Clarification may be requested not later than [Five days] before the submission date: Address: Director Procurement, NED University, Main Campus, Karachi</p> <p>Phone: + 99261261(ext. 2471) Email: dp@neduet.edu.pk</p>	
1.7	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However, it is desirable that the firm's personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.	
1.7.1	<p>Pre-bid Meeting:</p> <p>Time 12:00 hrs Date: 13.02.2024</p> <p>Address: New Administration Building, 2nd Floor, CCEE (NED Academy) Main Campus. University Road, Karachi.</p>	
1.8	Eligibility Criteria	<p>Bidder should be registered with Security Exchange Commission of Pakistan (SECP) and Pakistan Stock Exchange (PSX).</p> <p>Bidder should have valid registration with SRB and FBR including Sales Tax Registration.</p> <p>Bidder must have valid Professional Tax Certificated issued from Government of Sindh.</p>

		<p>Bidder must have Entity Rating in Long Term) at least AA- and in Short Term at least A-1</p> <p>Bidder must have Broker Fiduciary Rating at least BFR2++ and Broker Management Rating at least BMR1</p> <p>Bidder must have average turnover of Rs 500 million in last three years.</p> <p>Bidder must have at least 5 years of experience in the relevant fields with documents evidence.</p> <p>Affidavit on (non-judicial stamp paper) of no litigation history, non-blacklisting, never indulge in any corrupt, fraudulent and collusive practices, also undertaking that the information and documents provided with are correct. The template is available at Page 34.</p>																		
1.9	Consultant must submit the original and two [02] copies of the Technical Proposal, and the original of the financial proposal.																			
1.10	<p>Criteria, sub-criteria, and points system for the evaluation of full Technical Proposals are:</p> <p>Maximum points for Technical Evaluation are 100. In the 1st stage, technical bids will be opened. Bidders who are eligible and score 70 or more in the technical evaluation will be technically successful. Bidders who fail to gain a score of 70 in technical evaluation will be disqualified.</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Expertise & Experience</td> <td> <ul style="list-style-type: none"> Evaluate the consultant's track record in working with similar assignments. Assess the depth of their expertise in both fundraising strategies and science/technology domains. </td> <td>10</td> </tr> <tr> <td>Understanding of Projects Objectives</td> <td> <ul style="list-style-type: none"> Analyze how well the consultant understands the specific goals and objectives of the STE Projects. Ensure they can tailor their approach to align with the STE Project's mission. </td> <td>25</td> </tr> <tr> <td>Customized Funding Strategies</td> <td> <ul style="list-style-type: none"> Look for a consultant that can develop tailored funding strategies that align with the unique aspects of the STE projects. Assess their ability to identify potential funding sources, both traditional and innovative. </td> <td>25</td> </tr> <tr> <td>Network & Connections</td> <td> <ul style="list-style-type: none"> Evaluate their existing network and connections for the purpose of the assignment. Consider whether they have relationships with potential fund providers and industry players. </td> <td>5</td> </tr> <tr> <td>Proposal writing</td> <td> <ul style="list-style-type: none"> Assess their proficiency in writing compelling proposals and pitches that effectively communicate the value of the STE Projects. Look for a consultant that can clearly articulate the technical aspects to non-technical stakeholders. </td> <td>5</td> </tr> </tbody> </table>		Criteria	Description	Points	Expertise & Experience	<ul style="list-style-type: none"> Evaluate the consultant's track record in working with similar assignments. Assess the depth of their expertise in both fundraising strategies and science/technology domains. 	10	Understanding of Projects Objectives	<ul style="list-style-type: none"> Analyze how well the consultant understands the specific goals and objectives of the STE Projects. Ensure they can tailor their approach to align with the STE Project's mission. 	25	Customized Funding Strategies	<ul style="list-style-type: none"> Look for a consultant that can develop tailored funding strategies that align with the unique aspects of the STE projects. Assess their ability to identify potential funding sources, both traditional and innovative. 	25	Network & Connections	<ul style="list-style-type: none"> Evaluate their existing network and connections for the purpose of the assignment. Consider whether they have relationships with potential fund providers and industry players. 	5	Proposal writing	<ul style="list-style-type: none"> Assess their proficiency in writing compelling proposals and pitches that effectively communicate the value of the STE Projects. Look for a consultant that can clearly articulate the technical aspects to non-technical stakeholders. 	5
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	Risk Assessment and Mitigation	<ul style="list-style-type: none"> Evaluate their approach to identifying potential risks in fundraising strategies and how they plan to mitigate them. Consider their experience in handling unexpected challenges that may arise during fundraising. 	15	The
	Data-Driven approach	<ul style="list-style-type: none"> Determine if the consultant uses data-driven insights to optimize fundraising strategies. Look for evidence of their ability to analyze trends and market dynamics. 	5	
	Budget and Financial planning	<ul style="list-style-type: none"> Assess their capability to develop detailed budgets, financial projections, and resource allocation plans for the STE Projects. Ensure they can align funding strategies with STE Projects' timelines. 	5	
	Networking Setup	Networking setup across Pakistan (1 mark for each setup upto maximum 5)	5	
		TOTAL	100	
	minimum technical score St required to pass is: 70 Points			
1.11	TECHNICAL AND FINANCIAL EVALUATION CRITERIA			
	<p>Technical and Financial proposals evaluation criteria is hereunder. The project award criteria will be highest total score based on the following weightage ratio.</p> <p>Technical Score: 70% Financial Score: 30%</p>			
1.12	Successful consultant is required to submit performance security @ 1% of total bid value in form of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee issued by a scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a schedule bank in Pakistan in favour of "Director Finance, NEDUET, Karachi".			
1.13	Consultant undertake to sign Integrity Pact.			

Consultant

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the Sindh Public Procurement Act, thereunder Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract
- (c) "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.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with relevant Clause;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" mean these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.
- 1.3 Language** This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1 Any notice, request or consent 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.
 - 1.4.2 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.
- 1.5 Location** The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.
- 1.7 Authorized Representation** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or

the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, 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.

1.9. Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with relevant

Integrity Pact

- B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant then the Client shall be entitled to:
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
 - (b) Terminate the contract; and
 - (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract, Payment upon such termination shall be made after having deducted the amounts due to the Client.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 **Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 **Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date to be specified by the Procuring Agency (NED UET).
- 2.3 **Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified by the Procuring Agency.
- 2.4 **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.
- 2.5 **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.
- 2.5.2 **No Breach of Contract** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar 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.

2.5.3 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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant become insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the

Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 **By the Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through
- (c) and (f) of Clause GC 2.6.1, 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.

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of Performance

The Consultant 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interest

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

3.2.1 Consultants not to benefit from Commissions, Discounts, etc.,

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be otherwise

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant

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 Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing Personnel
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents regarding the progress of works, as and when required by the PA.

3.7 Documents Prepared by the Consultant to be The Property of The PA.

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1

The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

- 4.1 **Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The Consultant is required to submit CV of the proposed staff. The Site staff shall be deputed after approval of PA
- 4.2 **Removal and/or Replacement of Personnel**
- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the PA

- 5.1 **Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 **Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 or (b), as the case may be.

5.3 **Services and Facilities** The PA shall make provide office space to the consultant.

6. Payments to the Consultant

6.1 **Security** The consultant has to submit bid security and the performance security at the rate mention in SC.

6.2 **Contract Price** The price payable in Pak Rupees Only.

6.3 **Terms and Conditions c Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC.

7. 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.

8. SETTLEMENT OF DISPUTES

8.1 **Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is Settlement 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.

8.2 **Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Number of GC Clause
Amendments of, and Supplements to, Clauses in the
General Conditions of Contract

- 1.1 Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
- 1.2 The language is English
- 1.3 The Address are:
 Procuring Agency: NED University of Engineering & Technology.,
 Attention: Director Procurement
 Facsimile: 021 99261 255 (2291)
 E-mail: dp@neduet.edu.pk
 Consultant: _____
 Attention: _____
 Facsimile: _____
- 1.7 The Authorized Representatives are:
 For the PA: _____
 For the Consultant _____
 (To be filled in by the consultant)
- 1.8 All relevant taxes including stamp duty and service charges are to be borne by the consultant.

The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and.
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or
(ii) shall reimburse them to the PA if they were paid by the PA at the time
- (3) the property in question was brought into the Government's country.

2.2 The commencement of Consultancy Services is after signing the contract agreement or as specified by PA.

2.3 (i) Time Period

Time Schedule The time period shall be : _____

Detailed Supervision _____

(ii) Delay Damages:

The Consultant shall be liable for delay in providing the Services within the time frame as per the Contract; Failure to comply with the schedule of delivery, due to fault of the Consultants, will attract delay damages which shall be levied @ one twentieth percent (0.05%) per day of the consultancy fee pertaining to the relevant component of the Services beyond the schedule: Provided that the total delay damages shall not exceed five percent (05%) of the total consultancy fee.

6.1 Security (i) Amount of bid security is 1% of the bid amount to be submitted in a separate sealed envelope placed with sealed envelope of Financial Proposal

(ii) Amount of Performance Security is 1% of contract Amount.

TERMS OF REFERENCE

Objectives:

Apart from its academic functions since its formation NED University, has been home to multiple research ventures including the execution of their pilot projects as a result of which a lot of innovative ideas have been created and been registered as Intellectual Property in the name of University. Besides, University has been providing material testing services to number of organizations including the honourable superior courts, local, provincial and federal government departments, commercial entities, contractors, consulting firms and educational institutions. All these activities have been carried-out with the help of its highly-qualified faculty members and state-of-arts laboratories and research centres. Nonetheless, there is dire need to integrate and centralize the use of potential and vast human, lab and other resources of the University.

Moreover, with modernization of global world, the universities are becoming hub of the engineering, science and technology ventures thereby witnessing a major shift from conventional methods of doing business toward digitalization of business functions and use of advanced engineering techniques to solve problems in different walks of life. Hence, NED University should also become part of these startups and digital revolution by implementing and commercialization of the intellectual property already held as well as which is in the process of creation. This particular adventure, requires a legal standing of markets and substantial amount of funding to execute the potential and commercially viable projects.

A. Project Outcomes

i. Incorporating of "TRUST"

NED University requires a platform which may be used as a bridge between the University and private sectors within the parameters of applicable legal and regulatory framework. It is therefore proposed to incorporate "TRUST" for seeking funding from private sector under a legal platform. However, the regulatory requirement of the trust would be decided by the governance board after receiving of proposal.

The Trust will be governed by a board of trustees that shall be nominated by NED University, including representatives from academia, industry, and the university administration. A robust governance framework will ensure transparency, accountability, and the protection of the university's intellectual property rights.

ii. Establishment of Venture Capital Firms

Once “TRUST” established and registered, Venture Capital Funds would be created under its umbrella. The Venture Capital Funds would be floated to raise the requisite funding from private sectors and such funds would be solely managed by respective Venture Capital Firms. The Private Sector Investors would become shareholders of such Venture Capital funds which will be investing in the startups created on intellectual property of university based on valuation determined through valuation techniques. The Venture Capital Firms will provide substantial help to collaborate with industry experts, technology transfer offices, venture capitalists, and corporate partners to facilitate the successful transition of research outcomes into market-ready products and services.

iii. Development of Funding Structure & Raising of Funds for the Science & Technology Engineering (STE) Projects upto USD 50 Million” to the NED University of Engineering & Technology, Karachi

A momentous chapter in the advancement of education, research, and economic prosperity has been marked with the inauguration of Karachi's pioneering technology park at the NED University. Kuwait Investment Authority ownership's substantial contribution – a funding of US\$ 2.4 billion for the technology park building – accentuating its significance in enabling superior research prospects and contributing to Pakistan's economic stride.

With the progressive development and construction stages of the NED-EnerTech Science & Technology Park in motion, the University is keenly aware of the paramount significance of placing the commercialization of STE Projects at the forefront. This mandates the formulation of an apt funding framework and mechanism, ensuring efficient capital procurement, all the while upholding the tenets delineated in the University's governing documentation.

Recognizing the diverse avenues through which funding can be sourced, the University is actively seeking to collaborate with a reputable consulting firm. The objective is to formulate a comprehensive framework that facilitates and bolsters our capital formation endeavors. The scope of required services encompasses a range of interrelated domains, including but not limited to:

- a.** Intellectual Property of the STPs currently owned by the University
- b.** Funding structure for commercialization of STPs
- c.** Implementation of Optimal Funding Structure
- d.** Arrangement of Funds for the STPs and other Projects which may subsequently come under the umbrella of NED-EnerTech Science & Technology Park.

FINANCIAL PROPOSAL FORM

SN#	Particulars	Description	Amount (Rupees)
i.	Fund Raising Structure in PKR		
ii.	Services for Development of Funding Structure & Raising of Funds for the Science & Technology Engineering (STE) Projects upto USD 50 Million	Percentage of funding raised (to be paid on receipt of said funds)	
TOTAL			

1. Bid should only be quoted in PKR
2. Bid should be inclusive of all application federal and provincial taxes and duties etc.

Contract Form

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[NED University]* (“the PA”) having its principal place of business at *[Main University Road Karachi]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the reports within the time period specified by PA.

2. **Term**

The Consultant shall perform the Services during the period and continuing till completion of Works or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**

Payment Conditions

Payment shall be made in Pak Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the coordinator designated.

4. **Project Administration**
 - A. Coordinator
 - B. Timesheets

During the course of their work under this Contract the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the coordinator.
 - C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any

extension, and for a period of three months thereafter.

5. **Performance**

The Consultant undertakes to perform the Services with the highest Standard standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
6. **Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary confidential information relating to the Services, this contract or the PA's business or operations without the prior written consent of the PA.
7. **Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, **Material** prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain as such documents and software.
8. **Consultant not be engaged in certain activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.
10. **Assignment**

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
11. **Law Governing Contract and Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
12. **Dispute Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

For the PA

For the Consultant

Signed by _____

Signed by _____

Title: _____

Title: _____

AFFIDAVIT

I. _____ S/O _____ Muslim, adult
Holding CNIC

No. _____ Resident of
_____.

_____, do hereby declare on oath and solemnly as under: -

1. That I am the deponent of this affidavit and fully conversant with the facts mentioned herein.
2. That I am the Owner/Partner/Director of _____ situated at _____, Karachi.
3. That I hereby further declare on oath that my firm never remains black listed with any government authorities/office or in private sector or with any entity.
4. That my firm is not involve in any dispute, litigation or Arbitration with any person, with any
department of Federal/ Provincial or City Government, Agencies, or Organization, in any court of Law. Further, I and my firm are never indulged in any corrupt, fraudulent and collusive practices
5. That our firm is Technically & Financially strong & capable to do the tendered work.

That whatever stated above is true and correct of the best of my knowledge and belief.

Karachi – Dated _____

DEPONENT

(INTEGRITY PACT)**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer _____

Name of Seller / Supplier: _____

Signature: _____
[seal]Signature _____
[Seal]

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

No. DR (Estab)/(1003)/10089

Dated: 22-12-2023

OFFICE ORDER

The University has constituted Consultant Selection Committee comprising of the following faculty members / officer for assignment of "Development of Funding Structure & Raising of Funds for the Science, Technology and Engineering (STE) project of NEDUET."

- | | | |
|----|---|-------------------------|
| 1. | Dr Riazuddin
Director, ORIC
NEDUET, Karachi | Head / Convener |
| 2. | Mr. Muhammad Sajeeruddin
Director Finance
NEDUET, Karachi | Technical Expert/Member |
| 3. | Syed Ghazanfar Hussain
Registrar
NEDUET, Karachi | Member |
| 4. | Representative / Nominee
Department of Planning & Development
Government of Sindh | Member |
| 5. | Representative / Nominee
Department of Finance
Government of Sindh | Member |
| 6. | Mr. Abdul Wahab
Director Procurement
NEDUET, Karachi | Member |
| 7. | Mr. Fawad ul Hasan
Assistant Director Procurement – II
NEDUET, Karachi | Member / Secretary |

ToRs of the above Committee will be as under

1. Approval of request for proposal before issuance;
2. Short listing of consultant, responding to the Request for Proposal where Applicable, in accordance with the criteria mentioned in Request for Proposal (RFP).
3. Evaluation of Technical and Financial Proposal, according to the selection method and evaluation criteria, mentioned in the Request for Proposal
4. Finalization of recommendation based on evaluation as mention at sub-rule (3) above.


REGISTRAR

To,

All above Concerned

Electronic copy for information to:

- | | | | |
|----|--|----|--|
| 1. | PS to Vice Chancellor | 2. | PA to Pro Vice Chancellor |
| 3. | Chairman,
Planning & Development Board
Government of Sindh | 4. | The Secretary,
Department of Planning & Development |
| 5. | The Secretary,
Department of Finance,
Government of Sindh | 6. | Director Finance |
| 7. | Ag. Resident Auditor | | |

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

No. DR (Estab)/(1003)/5730

Dated: 27/05/2016

OFFICE ORDER

In supersession of this office order No. DR (Estab)/(1003)/11418 dated 02-11-2015, the University Administration has constituted the Complaint Redressal Standing Committee comprising of the following officers to address complaints regarding all procurement issues in the University in pursuance of Clause 31(1) of the SPPRA rules:

- | | | |
|----|---|----------|
| 1. | Prof. Dr. Saad Ahmed Qazi
Dean (ECE) | Convener |
| 2. | Independent Professional from the relevant field | Member |
| 3. | Nominee of Accountant General Sindh | Member |


Ag-REGISTRAR 27/5/2016

To:

The Convener & all members

Copy for information to:

- 1 Dean (ECE)
- 2 Director Planning & Projects
- 3 Director Finance
- 4 Director, Procurement Cell
- 5 Ag. Resident Auditor




NED UNIVERSITY

OF ENGINEERING & TECHNOLOGY
PROCUREMENT CELL
 University Road, Karachi-75270

Tel: 9926 1261 - 68 (Ext: 2501 & 2471) Fax: 9926 1255
 Email: dp@neduet.edu.pk Website: <http://www.neduet.edu.pk>
 No. DP/72460/8356/922 Date: JANUARY 24, 2024

SAY NO TO CORRUPTION

REQUEST FOR PROPOSAL (RFP)

NED University of Engineering and Technology Karachi, intends to appoint reputable Consultant / Consulting Firm registered with Income Tax Department and Sindh Revenue Board (SRB) as procedures defined in SPPRA Rules 2010 (Amended Upto Date) for assignment "Development of FUNDING STRUCTURE & RAISING OF FUNDS for the Science, Technology and Engineering (STE) Projects" with schedule as under:

Tender Schedule : Date and Time			
Tender No. PC / NED / RFP-72460 / 8356 / 2023			
Start Date of Sale	Last Date of Sale	Submission Date/Time	Opening Date / Time
31.01.2024	22.02.2024	23.02.2024 11:00 am	23.02.2024 11:30 am
Venue of Bid Opening New Administration Building, 2nd Floor, CCEE (NED Academy), Main Campus			
Tender Fee : (Rs.) 5,000			

The Bids shall comprise of a Single Package containing "Financial Proposal" and the "Technical Proposal" in Separate Sealed Envelopes.

Method of Selection:
The Method is "Least Cost Selection (LCS)"

Pre-Bid Meeting:
On 13.02.2024 at 12:00 hrs in New Administration Building, 2nd Floor, CCEE (NED Academy) Main Campus, University Road, Karachi.

Collection of RFP Documents:
The RFP Document can be obtained from the Office of the ADP - II, against the written request duly forwarded to ADP - II on submission of Tender Fee in shape of Pay Order in favor of Director Finance, NEDUET, on all Working Days during Office Hours. RFP Document can also be obtained by Post against Pay Order of Rs 800/- as Courier Charges in addition to Tender Fee.

Bid Security: The Bid Security @ 1% of the Quoted Amount should be deposited in the form of Pay Order / Demand Draft issued by any scheduled Bank in favor of "Director Finance, NEDUET, Karachi".

Submission of Bid: The Sealed Bids duly completed and addressed to ADP - II must reach or be dropped in the Tender Box placed in the Office of ADP - II at NED Main Campus, which shall be opened on the Same Day according to above schedule in presence of Bidders or their Representatives who may wish to be present. In case of any Disturbance, the Bids will be received and opened on Next Working Day as per schedule. Bidders are requested to give their Best and Final Prices as No Negotiations are Permitted. RFP containing detailed Terms and Conditions are available at Websites <https://www.neduet.edu.pk> and <http://www.pms.pprasinhd.gov.pk>. The Procuring Agency may reject any or all bids subject to the relevant provisions of SPPRA rules (Amended upto date).

Director, Procurement

عوامي آواز

سال 35_ شمارو 25_ آخيس 25 جنوري 2024 ۽ 13 رجب المرجب 1445 هـ صفحا 08_ قيمت 40 روپيا

Director
ProcurementNED UNIVERSITY
OF ENGINEERING & TECHNOLOGY

PROCUREMENT CELL

University Road, Karachi-75270

Tel: 9926 1261 - 68 (Ext: 2501 & 2471) Fax: 9926 1255
Email: dp@neduet.edu.pk Website: http://www.neduet.edu.pk

No. No. DP/72460/8356/922 Date: JANUARY 24, 2024

SAY NO TO CORRUPTION

تجويزون گهربل آهن (RFP)

NED يونيورسٽي آف انجنيئرنگ اينڊ ٽيڪنالاجي پنهنجي منصوبي

"Development of FUNDING STRUCTURE
& RAISING OF FUNDS for the Science,
Technology and Engineering (STE) Projects"

جي لاءِ SPPRA جي قانون مجريه 2010 (ترميم ٿيل Upto Date) جي بنياد تي هيٺ ڏنل شينبول جي مطابق انڪر ٽيڪس، سنڌ روينيو بورڊ (SRB) وٽ رجسٽرڊ معروف ڪنسلٽنٽ / ڪنسلٽنگ فرم جي مقرري جو ارادو رکي ٿي.

Tender Schedule : Date and Time			
Tender No. PC / NED / RFP-72460 / 8356 / 2023			
Start Date of Sale	Last Date of Sale	Submission Date / Time	Opening Date / Time
31.01.2024	22.02.2024	23.02.2024 11:00 am	23.02.2024 11:30 am
Venue of Bid Opening			
New Administration Building, 2nd Floor, CCEE (NED Academy), Main Campus			
Tender Fee : (Rs.) 5,000			

آڇون سنگل بيڪيج جي صورت ۾ هجن، جنهن ۾ مالي "مالي تجويزون" ۽ "ٽيڪنيڪي تجويزون" الڳ الڳ مهيند لڌافن ۾ موجود هجن
چونڊ جو طريقو:

چونڊ جو طريقو "گهٽ ۾ گهٽ لاڳت (LCS)" آهي.
پري بڊ ميٽنگ:

13 فيبروري 2024 تي منجهند 12:00 وڳي هنڌ (NED) CCEE اڪيڊمي ٻي ماڙ، نيو ايڊمنسٽريشن بلڊنگ، مين ڪيمپس، يونيورسٽي روڊ، ڪراچي

RFP دستاويزن جو حصول:

RFP جا دستاويز لکت ۾ درخواست ۽ ٽينڊر فيس ٻي آرڊر جي صورت ۾ ڊائريڪٽر فنانس، NEDUET ڏيڻ تي اسسٽنٽ ڊائريڪٽر پروڪيورمينٽ II مين ڪيمپس مان حاصل ڪري سگهجن ٿا. ٽينڊر دستاويز مبلغ 800 روپين جي اضافي ٻي آرڊر بطور ڪورپٽر چارجز موڪلي پوسٽ ذريعي به حاصل ڪري سگهجن ٿا.
بڊ سيڪيورٽي:

تجويز ڪيل قيمت جي 1% جي مساوي بڊ سيڪيورٽي ٻي آرڊر جي صورت ۾ جيڪا ڪنهن به شيڊول بينڪ جو جاري ٿيل هجي نالي ڊائريڪٽر فنانس NEDUET ڪراچي، آڇن سان گڏ ڏنو وڃي.

آڇون ڏيڻ: مڪمل ٿيل مهيند آڇون نالي ADP-II لازمي طور تي آفيس ADP-II واقع NED مين ڪيمپس ۾ پهچي وڃڻ گهرجن يا آفيس ۾ موجود ٽينڊر باڪس ۾ وڌا وڃن، جيڪي ساڳي ڏينهن مٿي ڄاڻايل شيڊول جي مطابق، موقعي تي موجود رهن جي خواهش ڪندڙ واک ڏيندڙن يا انهن جي نمائندن جي موجودگيءَ ۾ کوليا ويندا. ساڳي ڏينهن ڪنهن به قسم جي رڪاوٽ جي صورت ۾ اهي آڇون ڪم ڪارجي پئي ڏينهن تي تجويز ڪيل شيڊول جي مطابق وصول ڪيون ۽ کوليون وينديون. واک ڏيندڙن کي درخواست آهي ته اهي پنهنجا بهترين ۽ حتمي اڳهه آڇ ڪن، ڇو ته انهيءَ سلسلي ۾ ڪنهن به قسم جي ڪابه ڳالهه بولڻ جي اجازت نه آهي.
RFP جا دستاويز سان گڏ تفصيلي قاندا ۽ ضابظا هيٺ ڏنل ويب سائيٽ ۾ به موجود آهن:

https://www.neduet.edu.pk

http://www.ppsms.pprasinidh.gov.pk

ڊائريڪٽر پروڪيورمينٽ