

SAINDAK METALS LIMITED



ELEMENTAL ANALYSIS OF BLISTER COPPER

SAINDAK METALS LIMITED

**MINISTRY OF ENERGY (PETROLEUM DIVISION), GOVERNMENT
OF PAKISTANGUL BAGH STREET MAIN SMUNGLY ROAD,
QUETTA**

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SAINDAK METALS LIMITED

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1. Introduction:

The Company was incorporated as a private limited company in April 15, 1974 under the Companies Act 1913 (now Companies Act 2017) with the name of Resource Development Corporation. The name of the Company was changed as Saindak Metals (Private) Limited on October 3, 1993 and it was converted into a public limited company on January 16, 1996 with equity owned by the Government of Pakistan (GOP). The Company has been formed for the exploration, mining and metallurgical processing of copper, gold and other minerals at Saindak in District Chagai, Balochistan. The registered office of the Company is situated at Gul Bagh, Samunqli Road, Quetta. The Company leased out its main plant to MCC Resources Development (Pvt.) Limited (MRDL) of China for a period of ten years (through 4th addendum, the lease term with MRDL has been further extended by 15 years till October 31, 2037) under the terms of lease contract dated November 30, 2001. The plant was handed over to MRDL along with all property, plant and equipments.

2. Invitation to Bids:

2.1 Saindak Metals Limited (SML) invites bids from qualified and experienced international geochemical laboratories for the elemental analysis of various Blister Copper samples from the Saindak project. The contract may be extended based on future requirements, allowing continued collaboration if similar services are needed.

2.2 PPRA Rules to be followed

Public Procurement Regulatory Authority (PPRA) Rules (Public Procurement Rules, 2004) will be strictly followed. These may be obtained from PPRA's website.

In this document, unless otherwise mentioned to the contrary, "Rule" / "Rules" means a Rule / Rules under the Public Procurement Regulatory Authority Rules, 2004.

2.3 Mode of Advertisement(s)

As per Rule 12, this RFP is being placed online at PPRA's and SML's websites, as well as being advertised in print media. The bidding document contains detailed instructions, terms, and conditions and this advertisement can be downloaded from the SML and PPRA websites.

2.4 Type of Open Competitive Bidding

- As per PPRA rule 36 (b), 'Single Stage - Two Envelope Procedure' shall be followed.
- The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
- Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.
- The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
- Technical Proposal shall contain separate envelopes of tender fee of PKR 2000/- which will be opened along with Technical Proposal.

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- The Bidders will be first checked for eligibility, as per the requirements in eligibility criteria. Thereafter, all eligible bidders shall be shortlisted against the technical requirements.
- The shortlisted Bidders will be technically evaluated and those securing a minimum of 70 marks in the technical evaluation will be qualified for Financial Evaluation.
- In case of only one bidder securing equal to or greater than 70 marks in technical evaluation, SML may decide to lower the cut-off score for technical qualification but not less than 60 marks.
- After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period.
- The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.
- The contract may be awarded to the bidder(s) securing the highest combined score of Technical plus Financials Bids. The overall bid score has been divided as follows:
 - Technical Proposal Evaluation carries 70% weightage.
 - Financials Proposal Evaluation carries 30% weightage.
- The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
- The Procuring Agency shall incur no liability, solely by virtue of its invoking Rule 33 (1) towards Bidder who have submitted bids or proposals.
- Notice of the rejection of all bids or proposals shall be given promptly to all Bidders that submitted the proposals.

3. Instructions to Bidders:

3.1 Language

The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring Agency, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation, which shall govern for purposes of interpretation of the Bid. The bid document can be downloaded from the SML and/or PPRA websites.

3.2 RFP Clarifications and Questions

To ensure fair consideration for all Bidders, SML prohibits communication to or with any department, officer, or employee during the evaluation process.

No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the Procuring Agency may seek and accept clarifications to the bid resulting in modification of the bid that does not change the substance of the bid.

Any request for clarification in the bid, made by the Procuring Agency shall invariably be in writing. The response to such request shall also be in writing.

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3.3 RFP / Bid Price

- In Pak Rupees'
- Inclusive of all taxes, duties, levies, insurance, freight, etc.
- Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation.
- Including all charges up to the delivery point / closeout.
- If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements given in this document, where no prices are entered against any item, the price of that item shall be deemed to be free of charge, and no separate payment shall be made for such item(s).
- Withholding Tax, Sales Tax, and Other Taxes: The Bidder is hereby informed that the SML will deduct tax at the rate prescribed under the Tax Laws of the Federal Government of Pakistan and Balochistan revenue authority (BRA) from all payments for products and services rendered by any Bidder who signs a contract with SML.

3.4 RFP Schedule

Critical dates and milestones in connection with this RFP are mentioned as Annexure-A

3.4.1 Timeline of the Delivery:

Delivery Time will be 30 to 45 Days after the issuance of the PO.

4. Confidentiality:

No information pertaining to this RFP or the examination, clarification, evaluation, comparison and award of this RFP shall be disclosed to other Bidders or any other persons not officially connected with the RFP process, including, but not limited to, the Bidder's own affiliate companies and subsidiaries. The Bidder is not permitted to make any public announcement or release any information regarding this RFP without SML's prior written approval.

SML reserves the right to share the Bidder's response to this RFP with its personnel, advisors and affiliates.

In the event the Bidder commits a breach of confidentiality, SML reserves the right to disqualify the Bidder from this RFP process and also take action under the Rules.

The Bidder shall state clearly those elements of its response that it considers confidential and/or proprietary. Failure to properly identify and mark confidential or proprietary information may result in all information received being deemed non-confidential, non-proprietary, and in the public domain.

4.1 Notices

In this document, unless otherwise specified, wherever provision is made for sending / exchanging notice, certificate, order, consent, approval or instructions amongst the Parties, the same shall be:

- In writing;

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- Served by sending the same by courier or registered post to their principal office as they shall notify for the purpose.

4.2 Joint Venture

Joint Venture is allowed for and under this RFP.

4.3 Corrupt Practices and Conflict of Interest

SML requires that bidders / contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices.

SML will reject a proposal for award or revoke the award of contract, if it determines that the bidder recommended for award was engaged in any corrupt or fraudulent practices or has already been blacklisted.

Any false information or misstatement on the part of the bidder will lead to disqualification/ blacklisting/ initiation of legal proceedings regardless of the price or quality of the product.

The bidders are required to mention clearly and in detail if there exists any conflict of interest. The existence of a conflict of interest or non-disclosure of a conflict of interest will lead to, at any stage, disqualification of the bidders and may also lead to blacklisting of the bidders for future procurement processes. A conflict of interest in the bidding process occurs when an individual or entity involved in the evaluation or selection of bids has a personal or financial interest that could compromise impartiality or fairness. This conflict may lead to biased decision-making that favors a specific bidder, distorting fair competition. Proper disclosure and mitigation strategies, such as recusal from decision-making, are vital to maintain transparency and ensure a level playing field for all bidders.

5. Preparation of Bid:

5.1 Cost of Bidding

The issuance of this RFP and the receipt of information in response to this RFP shall not in any way cause SML to incur any liability or obligation, financial or otherwise, to the bidder (and /or any proposed Subcontractor(s), if any). SML assumes no obligation to reimburse or in any way compensate the bidder for costs and/or expenses incurred in connection with the bidder's Proposal in response to this RFP. All costs and expenses incurred by the bidder (and/or any proposed subcontractor(s), if any) pertaining to all activities in the preparation, submission, review, selection and negotiation of the bidder's proposal in response to this RFP shall be solely borne by the bidder (and/or any proposed subcontractor(s), if any) ("costs and expenses").

5.2 Bid Security

In accordance with Rule 25 of Public Procurement Rules, the Bidder will submit a bid security of PKR 2% for each bidder is participating, in shape of Bank Draft/Bank Guarantee in favor of 'Saindak Metals Limited'.

- The Bid Security issued only by any scheduled bank of Pakistan will be acceptable. Cheques will not be acceptable in any case. Bid security of the successful bidder will be returned once the Performance Guarantee is submitted to SML.

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- The bid security shall be part of technical bid envelope, failing to do so will cause rejection of the bid.
- Bid security envelope will be opened at the time of opening of technical proposal.
- The Bid Security shall be forfeited by the Procuring Agency on the occurrence of any/all of the following conditions:
 - If the Bidder withdraws the Bid during the validity period of the Bid specified by the Procuring Agency; and
 - If the Bidder, having been notified of the acceptance of the Bid by the Procuring Agency during the period of the Bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bid Document.
- The Bid security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid within one-month period.
- Validity of the Bid Security should be sixty (60) days as a minimum.

5.3 Technical Proposal

Bidders are required to submit the technical proposal stating a brief description of the bidder's organization outlining their recent experience along with Data Sheet(s) of the product(s) bidder has offered.

Names of professional staff, their details, and the profiles have to be submitted.

Refer to Annexure B – Submittal Requirements for Technical Proposal.

5.4 Financial Proposal

The Financial proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the bidder. In case the bidder is bidding for more than one Lot, than each lot must have a separate financial proposal also marked with the Lot number.

The bidder shall provide its list of costs with all items described in the technical proposal priced separately.

Refer to Annexure C – Submittal Requirements for Financial Proposal.

5.5 Payment Terms / Schedule

Payments will be made by SML against the invoice/s raised by the bidder by following the procedure in vogue against each milestone on the production of the following documents:

- Sales tax invoice duly signed and stamped by the bidder organization.
- There will be no Advance payment or mobilization fee.

5.6 Extension of Time Period for Submission of Bids

SML may extend the deadline for submission of bids if any of the following conditions exist:

- If the Procurement Committee is convinced that such extraordinary circumstances have arisen owing to the law-and-order situation or a natural calamity the deadline should be extended; and
- If the Purchase Committee decides to extend the deadline due to any administrative reason.

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5.7 Late Bids

Late bids shall not be considered. Therefore, it is suggested that the response be sent in a manner that ensures it arrives on time, for example: through verifiable courier, Registered Mail or in person. Responses through Fax, email, and non-registered delivery through Pakistan.

5.8 Presentation by Bidders

Bidders may be asked to present their proposal as per the terms and conditions listed along with the announcement of this RFP. The Bidder will be required to provide and present a detailed and comprehensive project management plan that will become the sole source for determining implementation tasks and completion time of each task. The bidders are expected to present the technical proposal and the various components within the overall proposal. The bidder must be able to answer all queries and question of the evaluation/procurement committee during the presentation.

5.9 Modification or Withdrawal of Proposals

Proposal modification and withdrawal terms and conditions are governed by PPRA Rules & Regulations. Such laws, Rules & Regulations shall always prevail at all times. Under no circumstances shall a bidder be allowed to modify or withdraw his proposal if such actions are prohibited by the relevant Rules & Regulations.

5.10 Submittal Requirements

- For the Technical Proposal, please ensure that the listed requirements are provided in [Annexure B](#).
- For the Financial Proposal, please ensure that the listed requirements are provided in [Annexure C](#).

6. Opening and Evaluation of Bids:

6.1 Opening of Bids by SML

Initially, the envelopes marked “TECHNICAL PROPOSAL” and “BID Security” shall be opened and the envelope marked “FINANCIAL PROPOSAL” shall be retained in the custody of the SML without being opened. SML shall evaluate the technical proposal without reference to the price and may reject any proposal that does not comply with the specified requirements.

6.2 Modification of Bids

No bidder shall be allowed to alter or modify its bids after submitting the bids unless, SML may, at its discretion, ask a bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered, or permitted.

6.3 Missing Information

Information requested in this document is aimed to evaluate the bidder and their system in the best possible way, therefore SML encourages the bidder to furnish the information as requested in this document. Any missing information shall be considered as not available.

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6.4 Addendum or Supplement to Request for Proposal

At any time prior to the deadline for submission of the Bid, SML may, for any reason, whether on its own initiative or in response to a clarification request by prospective bidder, modify the RFP by issuing addenda.

A summary of all questions and responses as well as any adjustments regarding the scope of this Bid - if any, will be prepared and distributed to all potential bidders that submitted their intent to bid afresh (if any, changes will be reflected in the revised proposal published at SML and PPRA Websites).

6.5 Shortlisting of the Bidders

Shortlisting will purely be based on the information provided in the submitted proposal and related documents, where the eligible bidder would acquire at least 70 score in the given technical evaluation criteria to qualify for financial evaluation. In case of only one bidder securing equal to or greater than 70 marks in technical evaluation, SML may decide to lower the cut-off score for technical qualification but not less than 60 marks.

6.6 Current References

The Bidder must provide in the proposal the names and complete contact information of at least three (3) client references in prescribed format under Annexure D who:

- are able to discuss Bidder's performance in providing solutions similar to those contemplated in this RFP; and
- have agreed to be contacted by SML representatives. SML expects the bidder to contact their client references to confirm their availability to speak with SML during this time.

6.7 Bidder Evaluation

The contract shall be awarded at the sole discretion of SML after evaluation of the bidder's proposal, reference discussions, negotiations, determination of competitive advantage and cost. Bidder must have a satisfactory record of contract performance, integrity, business ethics, adequate financial resources (in the opinion of SML) and vision to meet the contractual requirements contemplated in this RFP. By submitting a proposal, the Bidder warrants that:

- a) It is legally authorized to provide the subject solution(s) globally or locally;
- b) It is in compliance with all applicable laws and regulations;
- c) It is not prohibited from doing business with SML/GoP by law, order, regulation or otherwise; and
- d) The person submitting the proposal on behalf of the Bidder is authorized to bind it to the terms of the proposal.

An evaluation committee ("Technical Evaluation Committee") specifically formed for this RFP process will evaluate all submitted proposals. Proposals may be evaluated and eliminated without further discussions and at the sole discretion of SML. SML will be the sole initiator of discussions to clarify or negotiate the proposal offerings. The SML evaluation committee will evaluate each proposal

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based upon their understanding of the proposals. The SML evaluation committee will conduct a fair, impartial and comprehensive evaluation of all proposals. If applicable, a contract shall be awarded, taking into consideration the best interests of SML. The selection criteria is defined in subsequent section and may include:

- a) Experience of the bidder with similar projects, size and scope;
- b) Management and staff profiles;
- c) Solution differentiation and implementation approach;
- d) Details of Scalability, Performance, Integration, Configurability, Parameterization;
- e) Cost/Value/Favorable contract terms & conditions.

SML reserves the right to award a contract without any further discussion with the bidder(s) who have submitted proposals in response to this RFP. Therefore, proposals should be submitted initially on the most favorable terms available to SML from a price, contractual terms and conditions, and technical standpoint. However, SML reserves the right to conduct discussions with Bidders who submit proposals that pass the initial screening process for the feasibility of the solution(s).

SML is not under any obligation to provide information relating to the decision-making process.

SML shall evaluate a bidder's "confidence in its own ability to perform" based on a bidder's willingness to provide SML with meaningful contractual assurances and remedies SML may exercise in the event of that Bidder's non-performance.

6.8 Proposal Acceptance

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the participant bidder or an officer of the participant bidder duly authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the participant of all terms and conditions including compensation, as set forth herein. A participant shall identify clearly and thoroughly any variations between its proposal and the SML's RFP. Bidder shall ensure that every page of their proposal is signed and stamped.

6.9 Availability of Professional Staff / Experts

Having selected the bidder on the basis of, among other things, an evaluation of proposed professional staff, the SML expects to get the project executed by the professional staff named in the proposal. Before contract negotiations (which may require and absorb certain mutually agreed upon changes), the SML shall require assurances that the professional staff shall be actually available. SML shall 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 Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and his name be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

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6.10 Alternative Proposals

Only one proposal, carefully prepared, for each lot by each vendor is allowed and no alternative proposals are allowed.

7. Issuance of Purchase Order:

7.1 Award Criteria

SML shall award the Purchase Order (PO) to the successful bidder, whose bid has been determined to be substantially responsive in the view of our requirements & expectations and has provided the most competitive bid.

7.2 SML's Right to Accept Any Bid and to reject any or All Bids

SML reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

7.3 Notification of Award

Prior to the expiration of the period of bid validity, SML will notify the successful bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted. The notification of award will constitute the formation of the contract.

7.4 Issuance of PO

PO will be issued within Seven (07) days after the publishing of final evaluation report on SML website.

7.5 Performance Security

Within Seven (07) days after the PO is issued from the Procuring Agency, the successful Bidder will furnish the Performance guarantee. The value of Performance Security shall be 10% of the bid value to be issued by any Scheduled Bank/Insurance Company of Pakistan having "A" rating. The Performance guarantee will remain valid till complete duration of the warranty / support period (mentioned in clause 3.6 Warranty /Support & Maintenance Services).

7.6 RFP Response Ownership

All information, materials and ideas submitted become the property of SML upon submission. SML reserves the right to modify, reject or use without limitation any or all of the ideas from submitted information. All information, materials and ideas contained in the Bidder's proposal can be used by SML without any restriction, provided that SML will not disclose any financial and pricing information the Bidder designates as confidential with any other potential Bidder. SML reserves the right to share, disclose or discuss to any of its consultants any proposal in response to this RFP in order to secure expert opinion.

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7.7 Integrity Pact

The successful bidder(s) shall upon the award of the Purchase Order (PO) execute an Integrity Pact with SML [Specimen is attached in Annexure G].

7.8 Non-Disclosure Agreement

The successful bidder(s) shall upon the issuance of the PO, execute a Non-Disclosure Agreement with SML [Specimen is attached in Annexure H].

8. Scope of Work:

Saindak Metals Limited (SML), a subsidiary of the Ministry of Energy, Petroleum Division, Government of Pakistan, intends to conduct elemental analysis of blister copper for a specific set of elements. SML is seeking proposals from qualified international firms /laboratories for this analytical service.

The primary objective of this project is to accurately determine the elemental composition of blister copper samples according to both ASTM and Chinese standards.

The selected firm /Laboratories shall provide the following services:

Elemental Analysis:

Objective:

Perform comprehensive elemental analysis for the following elements: Copper (Cu), Gold (Au), Silver (Ag), Selenium (Se), Tellurium (Te), Platinum (Pt), Tin (Sn), Rhenium (Re), Cobalt (Co), Nickel (Ni), Palladium (Pd), Lithium (Li), and Tungsten (W) in blister copper samples.

Procedures:

Sample Analysis:

- Conduct analysis based on both ASTM and Chinese standards, ensuring that all testing meets the specific requirements provided for each standard.

Sample Collection:

Collect samples in strict accordance with the specified standards to ensure the integrity and accuracy of the results.

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Sample-01:

Standard: ASTM

Number of Samples: 04

Sample-02:

Standard: Chinese

Number of Samples: 04

Labeling and Documentation:

- Ensure that each sample is properly labeled and documented.
- Maintain thorough documentation to ensure full traceability of each sample throughout the analysis process.

Documentation Forms:

Sample Collection Form:

- Record the collection details, including the standard followed, sample number, date, and collector's name.

Sample Labeling Form:

- Detail the sample identification, corresponding standard, and relevant traceability information.

Analysis Record Form:

- Document the elemental analysis results, cross-referencing with the collected samples and standards used.

9. Evaluation Process:

9.1 Eligibility

Below is the criterion for the eligibility of the interested Bidders. These are all mandatory requirements and failing to comply with any of them will result in ineligibility for further (technical) evaluation. Please ensure complete and valid documentary evidences are provided, SML reserves the right to check the authenticity of any submitted document.

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Sr. No.	Criteria	Compliance (Yes/No)
1.	Bidder is a registered/incorporated company	
2.	Bidder has a valid Registration Certificate for Income Tax, Sales Tax and/or other allied agencies / organizations / regulatory authorities.	
3.	Bidder is an Active Taxpayers	
4.	Bidder Affidavit on Judicial Stamp Paper attested by Notary Public which certifies to provide three-years warranty/guarantee after installation.	
5.	Affidavit on Judicial Stamp Paper duly attested by Notary Public that the bidder is not blacklisted by any government / semi government Department.	

Note: Verifiable documentary proof is required for all above mandatory requirements.

9.2 Technical Evaluation Criteria and Bidder's Response

Bidder(s) are required to provide their responses on the following sheet:

SR. NO.	EVALUATION CRITERIA	MAX MARKS
	<p><u>SECP Registered Companies</u> 2 Year Registration – 05 marks 3-4 Years Registration – 07 marks Above 4 Years registration – 10 marks</p>	10
1.	<p><u>Financial Capability</u> The bidder has a minimum average annual turnover of PKR 5 million of past (02) financial years between 1st July, 2021 and 30th June, 2023.</p>	15
2.	<p><u>General Work Experience</u> Bidder MUST provide evidence in the form of completion certificate or purchase order of projects within last two (02) years. Calculation Criteria: One (01) Project – 10 marks Two (02) Projects – 15 marks Three (03) Projects – 25 marks</p>	25

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3.	Team Capacity	<p>For resources with minimum of two (02) years relevant experience to work on the tasks. Bidders to provide resource profiles/CVs (Annexure F) along with proof of their employment with the bidder company.</p> <p><i>Calculation Categories:</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 30%;">Resource Type</th> <th style="width: 5%;">No.</th> <th style="width: 10%;">Marks</th> <th style="width: 5%;">No.</th> <th style="width: 10%;">Marks</th> <th style="width: 5%;">No.</th> <th style="width: 10%;">Marks</th> </tr> </thead> <tbody> <tr> <td>Inorganic/Analytic Chemist</td> <td style="text-align: center;">1</td> <td style="text-align: center;">3</td> <td style="text-align: center;">2</td> <td style="text-align: center;">6</td> <td style="text-align: center;">3+</td> <td style="text-align: center;">10</td> </tr> </tbody> </table> <p>Recourse type must be mentioned in Annexure F (field Category)</p>	Resource Type	No.	Marks	No.	Marks	No.	Marks	Inorganic/Analytic Chemist	1	3	2	6	3+	10	10
Resource Type	No.	Marks	No.	Marks	No.	Marks											
Inorganic/Analytic Chemist	1	3	2	6	3+	10											
4	Lab Equipment	<table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 60%;">Equipment</th> <th style="width: 20%;">No.</th> <th style="width: 20%;">Marks</th> </tr> </thead> <tbody> <tr> <td>AAS</td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> </tr> <tr> <td>ICP-OES/MS</td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> </tr> <tr> <td>XRF / 4 ACIDS Digestion Techniques</td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>	Equipment	No.	Marks	AAS	1	5	ICP-OES/MS	1	5	XRF / 4 ACIDS Digestion Techniques	1	5	15		
Equipment	No.	Marks															
AAS	1	5															
ICP-OES/MS	1	5															
XRF / 4 ACIDS Digestion Techniques	1	5															
TOTAL MARKS			100														
NOTE:																	
<ul style="list-style-type: none"> i. Total Technical Marks = 100 Marks ii. Minimum Technical Qualifying Marks = 60 Marks iii. Financial Marks 100 Marks iv. Weightage of Technical Marks is 70% v. Weightage of Financial Marks is 30% 																	

9.3 Technical Proposals Evaluation Summary

- The Bidders shall be first checked for eligibility, as per the requirements in eligibility criteria vide clause 11.1. Thereafter, all eligible bidders shall be shortlisted against the technical requirements.
- The shortlisted Bidders shall be technically evaluated and those securing a minimum of 60 marks in the technical evaluation will be qualified for Financial Evaluation.
- In case, only one bidder secures equal to or greater than 60 score in technical evaluation, SML may decide to lower the cut-off score for healthy competition but not less than 60 marks for technical qualification.
- After the evaluation and approval of the technical proposals, the Procuring Agency shall open the financial proposals of the technically accepted bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period.
- The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.

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- The contract may be awarded to bidder(s) securing highest combined score of technical plus financial bids. The overall bid score has been divided as follows:
 - Technical Proposal Evaluation carries 70% weightage whereas
 - Financials Proposal Evaluation carries 30% weightage.

Please see below the formula for calculating the weightage:

- a) Technical score calculation: Bidder's Score= (Points Obtained in Technical Domain/Total points of Technical Domain) x 100
- b) Financial score calculation: Bidder's Score= (Min Bid Value / Bid in Consideration) x 100
- c) Total score = (Technical Score x 70%) + (Financial Score x 30%)

Annexure A – RFP Schedule

Event No.	Event Description	Timelines
1	Circulation / Advertisement of RFP	3 rd May 2024
2	Pre-Bid Meeting	3 rd May 2024
3	RFP Submission Date and Opening of Technical Proposal	14 th May 2024
6	Technical Evaluation Result and Opening of Financial Proposal	Shall be intimated in due course of time
7	Announcement for issuance of Purchase Order	Shall be intimated in due course of time

Annexure B – Submittal Requirements for Technical Proposal

Sr. No.	Description
1.	Cover Letter (on Bidder's Letter Head)
2.	Eligibility Requirements (Mandatory Requirements as mentioned in eligibility criteria vide clause 11.1)
3.	Responses to clause 11.2 (Technical Evaluation Criteria & Bidder's Response) of this document.
4.	Executive Summary

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5.	Company Profile (Profile, History, Addresses, Product / Solution Offerings, Contact Information, number of full-time employees, Customer in Pakistan etc.)
6.	Detailed Project Execution Plan / Work Breakdown Structure
7.	Training Methodology including Schedule & Plan
8.	Project Organization and Team Profiling (Annexure E)
9.	Customer References and Relevancy
10.	Contact Details

Annexure C – Submittal Requirements for Financial Proposal

Bidders shall submit financial cost as per table below. The cost of each Item/Equipment should cover all the allied costing and no other cost shall be entertained. All the cost should be one time and no recurring cost shall be allowed/accepted.

Item/Equipment	QTY	Unit Price (PKR)	GST/Local Taxes (%)	TOTAL GST/Local Taxes Amount (PKR)	TOTAL PRICE (PKR)

Annexure D – Client References:

<u>Reference One (1)</u>	Response
Company name	
Contact name and title	
Company address/phone	

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Industry	
Installed Solutions	
Comments	
<u>Reference Two (2)</u>	Response
Company name	
Contact name and title	
Company address/phone	
Industry	
Installed Solutions	
Comments	
<u>Reference Three (3)</u>	Response
Company name	
Contact name and title	
Company address/phone	
Industry	
Installed Solutions	
Comments	

Annexure E – Management Group and Staff Profiling

Management Group				
Name of Staff	Areas of Expertise	of Position Assigned	Full Time / Project based	Level of Involvement (%)

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Proposed Staff				
Sr. #	Name of Staff	Areas of Expertise	Position Assigned	Level of Involvement (%)

Annexure F– Staff Resume

Name of Staff:	CNIC #:
Date of Birth:	Age:
Nationality/Origin:	Number of Years with Bidder Company:
Educational Qualification:	
Relevant Work Experiences:	
Certifications:	
<p>I am willing to work on the project as indicated in the deployment schedule and as required during the assignment period.</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me my qualification and my experience.</p>	
Signature of Candidate	Signature of the Authorized Representative of the Company
Date:	
Email and Contact Number:	

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Annexure G – Integrity Pact

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

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

[The Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP/SML and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP/SML.

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

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

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Annexure H – Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Saindak Metals Limited(SML), and [Bidder Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s):

- a) to evaluate whether to enter into a contemplated business transaction; and
- b) if the Parties enter into an agreement related to such business transaction, to fulfil each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

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

1. The Effective Date of this Agreement is _____ 2024.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Business secrets.
 - Financial information, including pricing.
 - Technical information, including Installation, Commissioning, Configuration, Integration & Testing of Network Infrastructure.
 - Business information, including operations, planning, marketing interests, and products.
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation.
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

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4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:

- Any use of Confidential Information in violation of this agreement; and/or

- Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third-party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:

- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or

- Make copies of documents containing Confidential Information.

6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:

- Was known to the Recipient before receipt from the Discloser.

- Is or becomes publicly available through no fault of the Recipient.

- Is independently developed by the Recipient without a breach of this Agreement.

- Is disclosed by the Recipient with the Discloser's prior written approval or

- Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".

8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires after three (03) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless

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of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.

10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.

11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by the Parties without the prior written consent of the other party.

12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each Party has signed the counterpart.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

SML	Company Name:
Address	Address:
Name:	Name:
Signature:	Signature:
Title: Director General (SP&CS)	Title:
Date:	Date:

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Annexure I – Technical Evaluation of Products / Services Strength

Bids evaluation shall be subject to 100% compliance to the following criteria for Bidder's qualification:
Following table should be used.

Item Sr. No.	Item Specification	Compliant	Non-Compliant

Annexure J – Letter of Purchase Order Acceptance

Senior Manager Admin

Date:

Saindak Metals Limited(SML)

Quetta

Subject: Acceptance of Purchase Order No. < PO Number>

Dear Admin,

I am writing on behalf of < Company/Organization Name> to formally acknowledge receipt of Purchase Order No. <PO Number> dated < PO Date> issued by the Saindak Metals Limited(SML). We are pleased to accept the terms and conditions outlined in the Purchase Order.

We have thoroughly reviewed the terms and conditions stipulated in the Purchase Order, and we confirm our commitment to fulfill the requirements specified therein. We assure you that we will adhere to the agreed-upon delivery schedules, quality standards, and any other relevant terms as outlined in the Purchase Order.

In accordance with the terms specified, we understand that the payment terms, delivery schedules, and other relevant details are binding upon both parties and will be strictly followed. We are confident in our ability to meet the expectations set forth in the Purchase Order and look forward to a successful business relationship with SML.

Please consider this letter as formal confirmation of our acceptance of Purchase Order No. <PO Number> issued by SML.

Thank you for your trust and confidence in our company. We are eager to commence work on the project and deliver exceptional results.

Yours sincerely,

<Name>

<Position/Title>

<Company/Organization Name>