

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA – I

- NAME OF THE ORGANIZATION/DEPTT. **Securities and Exchange Commission of Pakistan**
- FEDERAL / PROVINCIAL GOVT. **Federal**
- TITLE OF CONTRACT **Medical Lab Tests for SECP Employees**
- TENDER NUMBER **T#15 /22-23**
- BRIEF DESCRIPTION OF CONTRACT **Medical lab test services for SECP employees**
- TENDER VALUE **Rs.8 M**

- ENGINEER'S ESTIMATE **NA**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD **12 weeks**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **YES**

- ADVERTISEMENT :
 - (i) PPRA Website **3-Feb-2023, TS502314E**
 - (ii) News Papers **Business Recorder and Dunya News**
- TENDER OPENED ON (DATE & TIME) **11:30 AM on 21-Feb-2023**

- NATURE OF PURCHASE **Local**

- EXTENSION IN DUE DATE (If any) **No**

- NUMBER OF TENDER DOCUMENTS SOLD **N/A (provided free of cost)**
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOCUMENTS **YES (enclosed)**
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS **YES (Enclosed)**
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
 - b) **SINGLE STAGE - TWO ENVELOPE PROCEDURE.** _____
 - c) TWO STAGE BIDDING PROCEDURE. _____
 - d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) **NA**
- WHO IS THE APPROVING AUTHORITY **Commission of the SECP**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING **NA**
- NUMBER OF BIDS RECEIVED **04**
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER **YES**
- WHETHER INTEGRITY PACT WAS SIGNED **(NA)**

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA – II

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS **04**
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **Excel Labs Private Limited; Address: 110 Fazal ul Haq Road, Blue Area, Islamabad.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).
 - 1. Excel Labs Private Limited**
 - 2. Islamabad Diagnostic Centre Private Limited**
 - 3. Citi Labs**
 - 4. Dr. Essa Laboratory and Diagnostic Centre**
- NEED ANALYSIS (Why the procurement was necessary?) **Medical Lab testing assistance for SECP Employees as per Policy.**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) **NA**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS **Yes**
- DATE OF CONTRACT SIGNING **26 April, 2023.**
- CONTRACT AWARD PRICE **Test Fee/Charges as defined in the Contract**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS **Yes, report has been shared with bidders through an email (report enclosed)**
- ANY COMPLAINTS RECEIVED **No**
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS **No**
- DEVIATION FROM QUALIFICATION CRITERIA **No**
- SPECIAL CONDITIONS, IF Any **NA**
(Give Brief Description)



**SECURITIES AND EXCHANGE COMMISSION
OF PAKISTAN**

T# 15/22-23

Re-Invitation to Bid

The Securities and Exchange Commission of Pakistan invites sealed bids from registered Service Providers/Hospitals/Laboratories with Government of Pakistan, having NTN and Sales Tax No. and who are on Active Taxpayers List (income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for:

Medical Lab Tests for SECP Employees

Bidding document for above mentioned requirement and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned and can also be downloaded from <https://www.secp.gov.pk/procurement/>

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before February 21, 2023 at 1100Hrs and will be opened on the same day at 1130Hrs.

In case of any query, Admin Department may be contacted on Telephone No. 051-9195477 / 051-9195437 during office hours (Monday to Friday excluding Public Holidays)

Ayesha Saddiqua, Assistant Director (Admin)
4th Floor NICL Building, Jinnah Avenue, Blue Area Islamabad.

S. No.	Evaluation Grounds	Marks	<p>MUST BE PROVIDED. Please give the details separately by using the separator while also providing the documentary evidence)</p> <p>Please mention your experience in the field (Please tick <input checked="" type="checkbox"/> the relevant column). Provide the incorporation certificate/ experience letter as ANNEX B-1 of business operations, in case of no certificate ZERO marks shall be assigned.</p> <table border="1" data-bbox="351 498 638 907"> <thead> <tr> <th>Year (s)</th> <th>Please tick the relevant Column</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr><td>5.</td><td></td></tr> <tr><td>6.</td><td></td></tr> <tr><td>7.</td><td></td></tr> <tr><td>8.</td><td></td></tr> <tr><td>9.</td><td></td></tr> <tr><td>10.</td><td></td></tr> </tbody> </table>	Year (s)	Please tick the relevant Column	1.		2.		3.		4.		5.		6.		7.		8.		9.		10.	
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A	Experience in the field, in number of year, since inception of business operations. (Attach Proof) (1 Mark per Year, Max marks for 10 years plus experience)	10																							
B	Relevant experience in conducting medical tests for organizations/firms (i) Number of organization to whom services were/are being provided (Attach Proof i.e. PO/work orders/experience letters of relevant organization) e.t.c (2 mark for each of the National, Multi-National Companies, UN agencies, Embassies, International NGOs, Government Autonomous Bodies, Financial Institutions/ banks)	20	<p>(i) Please mention your experience in conducting medical tests for organization/ firms. Provide copies of ANNEX B-2 of organization to whom services were/are being provided, in case of no evidence ZERO marks shall be assigned.</p> <table border="1" data-bbox="989 1406 1372 1950"> <thead> <tr> <th>Organization/ firms</th> <th>Number of organization to whom services were/ are being provided</th> </tr> </thead> <tbody> <tr><td>National</td><td></td></tr> <tr><td>Multi-National Companies</td><td></td></tr> <tr><td>UN agencies</td><td></td></tr> <tr><td>Embassies</td><td></td></tr> <tr><td>International NGOs</td><td></td></tr> <tr><td>Government Autonomous Bodies</td><td></td></tr> <tr><td>Financial Institutions/ banks)</td><td></td></tr> </tbody> </table>	Organization/ firms	Number of organization to whom services were/ are being provided	National		Multi-National Companies		UN agencies		Embassies		International NGOs		Government Autonomous Bodies		Financial Institutions/ banks)							
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	<p>(ii) Strength of employees in the organizations where Medical Services are being provided: (Attach Proof reflecting the strength of employees) (Max 15 Marks)</p> <p>a. Less than 100 (0 Marks) b. Above 100 and Less than 200 (1 Marks per org.) c. Above 200 and Less than 300 (3 Marks per org.) d. Above 300 and Less than 400 (5 Marks per org.) e. Above 400 (7.5 Marks per org.)</p>	15	<p>(ii) <i>Please mention the strength of employee in number. Provide the copy of payroll/letter as ANNEX B-3 showing the strength of employees. In case of no documentary evidence ZERO marks shall be assigned.</i></p> <table border="1" data-bbox="1369 277 2118 539"> <thead> <tr> <th>Strength of employees</th> <th>Number of employees in organization where Medical Services are being provided.</th> </tr> </thead> <tbody> <tr> <td>Less than 100</td> <td></td> </tr> <tr> <td>Above 100 and Less than 200</td> <td></td> </tr> <tr> <td>Above 200 and Less than 300</td> <td></td> </tr> <tr> <td>Above 300 and Less than 400</td> <td></td> </tr> <tr> <td>Above 400</td> <td></td> </tr> </tbody> </table>	Strength of employees	Number of employees in organization where Medical Services are being provided.	Less than 100		Above 100 and Less than 200		Above 200 and Less than 300		Above 300 and Less than 400		Above 400	
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C	<p>Relevant Valid ISO15189, (6 Marks) CAP (05 Marks) , PNAC Certifications (05 Marks) Relevant Valid Other certification (2 marks per certification, Max. marks 4)</p>	20	<p><i>Please tick the relevant column. Provide the copy of valid and update certificates as ANNEX B-4, in case of no valid and updated certificate ZERO marks shall be assigned.</i></p> <table border="1" data-bbox="1369 746 2118 911"> <thead> <tr> <th>Organization/ firms</th> <th>Number of Certificate.</th> </tr> </thead> <tbody> <tr> <td>ISO15189</td> <td></td> </tr> <tr> <td>CAP</td> <td></td> </tr> <tr> <td>PNAC Certifications</td> <td></td> </tr> <tr> <td>Relevant Valid Other certification</td> <td></td> </tr> </tbody> </table>	Organization/ firms	Number of Certificate.	ISO15189		CAP		PNAC Certifications		Relevant Valid Other certification			
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D	<p>Financial Strength Max marks for max sales rest on pro rata basis for FY 2021-22 (Provide financial statement)</p>	05	<p><i>Please mention the financial strength. Provide the copy of audited financial statement for the financial year 2021-22 as ANNEX B-5, in case of no statement ZERO marks shall be assigned.</i></p> <table border="1" data-bbox="1369 1137 2072 1267"> <thead> <tr> <th>Year</th> <th>Total Sales volume for the year 2021-22 (Rs)</th> </tr> </thead> <tbody> <tr> <td>Financial year 2021-22</td> <td></td> </tr> </tbody> </table>	Year	Total Sales volume for the year 2021-22 (Rs)	Financial year 2021-22									
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2
13

E	Geographical Coverage (Or Services provided in required city) (Marks for Offices/Services at Islamabad (7 Marks) Karachi (5 Marks), Lahore (4 Marks), 02 Marks each for Faisalabad, Multan, Peshawar, Quetta, Gilgit and Sukkur)	28	<p>Please mention Geographical Coverage, attached documentary evidence as ANNEX B-6 in case of no evidence ZERO marks shall be assigned.</p> <table border="1" data-bbox="1360 151 2041 510"> <thead> <tr> <th>Location (s)</th> <th>Please tick the relevant column</th> </tr> </thead> <tbody> <tr><td>Islamabad</td><td></td></tr> <tr><td>Karachi</td><td></td></tr> <tr><td>Lahore</td><td></td></tr> <tr><td>Faisalabad</td><td></td></tr> <tr><td>Multan</td><td></td></tr> <tr><td>Peshawar</td><td></td></tr> <tr><td>Quetta</td><td></td></tr> <tr><td>Gilgit</td><td></td></tr> <tr><td>Sukkur</td><td></td></tr> </tbody> </table>	Location (s)	Please tick the relevant column	Islamabad		Karachi		Lahore		Faisalabad		Multan		Peshawar		Quetta		Gilgit		Sukkur	
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F	Credit period provided (Credit period - Max marks 6 for 1-month credit period and rest pro-rata, Minimum credit period shall not be less than 15 days.	6	<p>Please mention credit period, provide declaration on letter head as ANNEX B-7 in case of no declaration ZERO marks shall be assigned.</p> <table border="1" data-bbox="1360 678 2075 782"> <thead> <tr> <th>Credit Period</th> <th>Please mention (Yes/No)</th> </tr> </thead> <tbody> <tr> <td>01 – Month (credit period)</td> <td></td> </tr> </tbody> </table>	Credit Period	Please mention (Yes/No)	01 – Month (credit period)																	
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G	Provision of 24/7/365 days services (Declaration on letter head, if provided) 10 Marks – Sampling 24 Hrs. 10 Marks – 12 Hrs. availability of services relevant to (Radiology, Cardiology, Pathology, Sinology)	20	<p>Please mention provision 24/7/365 days services, attached declaration/ proof on letter head, ANNEX B-8 in case of no evidence ZERO marks shall be assigned.</p> <table border="1" data-bbox="1360 949 2075 1141"> <thead> <tr> <th>Provision of 24/7/365 days services</th> <th>Please tick the relevant column</th> </tr> </thead> <tbody> <tr> <td>Sampling 12 hours</td> <td></td> </tr> <tr> <td>12 Hrs. availability of services relevant to (Radiology, Cardiology, Pathology, Sinology)</td> <td></td> </tr> </tbody> </table>	Provision of 24/7/365 days services	Please tick the relevant column	Sampling 12 hours		12 Hrs. availability of services relevant to (Radiology, Cardiology, Pathology, Sinology)															
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H	Other related services (16 Marks – for Specialized test facility e.g. Hormones, PCR, CT Scan, MRI, Echo, ETT, Tumor marker, Histopath) (2 marks each test facility)	<p>16</p> <p>Please mention provision of specialized test facility, attached declaration on letter head, ANNEX B-9 in case of no evidence ZERO marks shall be assigned.</p> <table border="1" data-bbox="199 170 526 907"> <thead> <tr> <th>Special Test Facility</th> <th>Please tick the relevant column</th> </tr> </thead> <tbody> <tr><td>Hormones</td><td></td></tr> <tr><td>PCR</td><td></td></tr> <tr><td>CT Scan</td><td></td></tr> <tr><td>MRI</td><td></td></tr> <tr><td>Echo</td><td></td></tr> <tr><td>ETT</td><td></td></tr> <tr><td>Tumor marker</td><td></td></tr> <tr><td>Histopath</td><td></td></tr> </tbody> </table>	Special Test Facility	Please tick the relevant column	Hormones		PCR		CT Scan		MRI		Echo		ETT		Tumor marker		Histopath	
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I	Lab Staff Strength (Declaration on letter head) (Max. marks for max. strength/ rest on pro-rata basis)	<p>10</p> <p>Please mention lab staff strength in number attached declaration/ proof on letter head, ANNEX B-10 in case of no evidence ZERO marks shall be assigned.</p> <table border="1" data-bbox="678 170 750 907"> <thead> <tr> <th>Lab Staff Strength</th> <th>Number of Staff</th> </tr> </thead> <tbody> <tr> <td>Lab Staff Strength</td> <td></td> </tr> </tbody> </table>	Lab Staff Strength	Number of Staff	Lab Staff Strength															
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J	Quality of Lab Equipment (Provide model/brand of available machines as Marks shall be allocated depending on reliable test result w.r.t model/brand of machines available with hospitals/laboratories. Radiology X-Ray, CT, MRI, USG (Max. marks 10) Routine Chemistry (Max. marks 08) Special chemistry immunology (Max. marks 07) Hematology (Max. marks 05)	<p>30</p> <p>Please mention quality of lab equipment attached declaration/ proof on letter head, ANNEX B-11 in case of no evidence ZERO marks shall be assigned.</p> <table border="1" data-bbox="933 170 1220 907"> <thead> <tr> <th>Quality of Lab Equipment</th> <th>model/brand of available machines</th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> • Radiology X-Ray, • CT, • MRI, • USG </td> <td></td> </tr> <tr> <td>Routine Chemistry</td> <td></td> </tr> <tr> <td>Special chemistry immunology</td> <td></td> </tr> <tr> <td>Hematology</td> <td></td> </tr> </tbody> </table>	Quality of Lab Equipment	model/brand of available machines	<ul style="list-style-type: none"> • Radiology X-Ray, • CT, • MRI, • USG 		Routine Chemistry		Special chemistry immunology		Hematology									
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K	Surprise Visit at Lab (Hygiene, Environment, Customer Dealing/Customer Management, Lab Equipment/facilities under one roof etc.) (5 marks each aspect)	20	Marks shall be assigned on the basis of surprise visit only in Islamabad/ Rawalpindi
Total		200	

Supervise Visit at Lab	Marks
Hygiene	
Environment	
Customer Dealing/Customer Management	
Lab Equipment/facilities under one roof etc.	

Financial Evaluation Criteria

- Bid(s) found in compliance with the terms and conditions mentioned above and securing minimum 80% marks i.e. 160 Marks or more, out of 200 Marks shall be considered at par/equivalent.
- Bid(s) found in compliance with the terms and conditions mentioned above and securing minimum 80% marks i.e. 160 Marks or more, out of 200 Marks shall ONLY be considered for financial evaluation.
- Bid(s) found in compliance with the terms and conditions mentioned above and securing minimum 80% marks i.e. 160 Marks or more, out of 200 Marks and **quoting lowest rates for the offered location (s) as per Annex "C"** shall be selected.

C625706



This agreement ("Agreement") is made on this 26th day of April, 2023

By and between

Securities & Exchange Commission of Pakistan, a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 with its head office located at NIC Building, 63 Jinnah Avenue, Islamabad (the "Commission", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part)

And

Excel Labs (Private) Limited, having its office i.e. 110 Fazal-ul-Haq Road, Reshi Building, Blue Area, Islamabad (the "Consultant", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the Other Part)

Commission and the Consultant shall hereinafter be referred to as the "Parties" collectively and the "Part," individually and interchangeably

Whereas;

The Commission as a matter of policy requires the annual medical checkup of its employees and pre employment medical checkup. The Commission for the purpose is desirous of acquiring professional medical testing services ("Services") for its employees located at its Islamabad, Lahore, Peshawar, Multan, Faisalabad Sukkur, Karachi, Gilgit and Quetta offices.

- a) The Consultant is a well-reputed and experienced candidate in similar industry.
- b) The Consultant represents and warrants that it has the requisite expertise, equipment and adequate skills to provide the Services as required by the Commission.
- c) The Commission has agreed to engage the Services of the Consultant and the Consultant has agreed to provide the same.

Now, therefore, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

1. Duration

This Agreement will become effective on May 03, 2023 and will remain in effect for a period of three years (the "Term") or until terminated in accordance with Clause 7 or 8. The termination of this Agreement will not:

- (a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor
- (b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

Serial No. 1155

Stamp Paper 100/-

Dated 26-04-2023

AGREEMENT

Securities & Exchange Commission of Pakistan, a statutory body established in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 with its head office located at NIC Building, 63 Jinnah Avenue, Islamabad And Excel Labs (Private) Limited, having its office i.e. 110 Fazal-ul-Haq Road, Reshi Building, Blue Area, Islamabad



Accountant in Charge



[Signature]

6. Proprietary Information/Confidentiality

- a) During the course of the Agreement, both Parties will share information of confidential and / or proprietary nature. Recipient agrees not to disclose any information to any third parties or to any of its employees except those employees who have a need to know the information to accomplish a stated task in accordance with the terms and conditions of this Agreement and such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement.
- b) Notwithstanding the foregoing, recipient may disclose the disclosing Party's information if in the opinion of its counsel, disclosure is required by law, provided, however, that recipient will use all reasonable efforts to notify disclosing Party of the obligation to make such disclosure in advance of the disclosure so that disclosing Party will have a reasonable opportunity to object to the disclosure and that recipient requests confidential treatment of the disclosed information. Recipient agrees that it shall treat the confidential information with the same degree of care it accords to its own confidential information of a similar nature, provided that in no event shall recipient exercise less than reasonable care to provide the confidential information.
- c) The treatment accorded by the foregoing clause shall be binding on both the Parties and shall remain in force for a period of five (5) years from the date of execution or completion/ termination of this Agreement.

7. Termination

- a) Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms of this Agreement within fifteen (15) days of a written notice to do so. Breach of the Agreement means the failure to perform the responsibilities of the parties as envisaged in the agreement.
- b) The Commission may terminate this Agreement if the Consultant fails to provide the Services in accordance with this Agreement.
- c) The Consultant may terminate this Agreement if the Commission fails to make payments in accordance with this Agreement.
- d) The Agreement shall stand terminated upon the completion of the Services or as agreed between the Parties otherwise.

e) The termination of this Agreement will not:

- (a) relieve either party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor.
- (b) cause either party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

8. Force Majeure

a) The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.

b) "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, natural catastrophe and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or commission or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".

2. Definition

In this Agreement, the following terms shall have the meanings assigned as under:

- a) "Commission" means Securities and Exchange Commission of Pakistan.
- b) "Consultant" means Excel Labs (Private) Limited
- c) "Services" means the medical testing services to be provided by the Consultant under this Agreement.
- d) "Department" means the Medical Department of the Commission.

3. Services

- a) The Consultant shall perform the Services under this Agreement as detailed in Annexure-A.
- b) The Consultant shall perform and execute the Services at the times and in the manner as specified in Annexure-A to this Agreement with due care and skill in accordance with the best professional standards prevailing in similar industry to the satisfaction of the Commission.
- c) The Consultant recognizes and assures that any Services performed under this Agreement and work done shall be the exclusive property of the Commission and the Consultant shall have no right or claim to it.
- d) The Parties hereby agree that this Agreement does not in any manner restrict the Commission from the appointment of any other Consultant for similar purposes. The Commission reserves the right of appointment concerning the subject matter of this Agreement and may appoint several consultants for the purpose of the Services stated herein.

4. Responsibilities

- a) Consultant
The Consultant shall:-
- (i) ensure the effective performance and execution of Services detailed in Annexure-A.
- (ii) endeavor to effectively perform its obligations and ensure to satisfy the objective of the Commission regarding the Services.
- (iii) make appropriate documentation and reports available to the Department.

b) Commission

The Commission shall:-

- (i) arrange for adequate and concise documentation in order to facilitate the Consultant for the execution of Services to be rendered under this Agreement.
- (ii) facilitate the Consultant regarding execution of the Services.
- (iii) provide adequate information necessary for the execution of the Services to be performed by the Consultant.
- (iv) ensure that the terms of this Agreement are implemented as mutually agreed between the Parties.
- (v) Ensure timely payments in accordance with the Agreement.

5. Payments

- a) The Consultant shall be paid in accordance with Annexure-B.
- b) The amount provided in Annexure-B is the fee/charges which shall be paid to the Consultant subject to the satisfactory performance of Services.
- c) All payments as agreed shall be less any Government taxes which the Commission is required by law to deduct.
- d) The payments shall be made in Pak rupees through a mode as mutually agreed between the Parties.
- e) All the payments shall be paid within 60 days after the invoice subject to verification by Medical Wing of SECP.

Securities & Exchange Commission of Pakistan
NIC Building, 63-Jinnah Avenue Islamabad
Tel: +92-51-9195160
if to Consultant:

Attn: Kamal Khan Afridi

Business Development Manager

Tel: 0309-2222434 Email: kamal@trading-exchange.com

11. Relationship

The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.

12. Amendment

- a) No term and condition of this Agreement may be amended without the prior consultation and understanding between the Parties.
- b) This Agreement shall supersede any existing arrangements and or understandings between the Parties in relation to the terms agreed upon under this Agreement.

13. Applicable Law and Jurisdiction

- a) This Agreement is governed by the laws of the Islamic Republic of Pakistan.
- b) Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.

14. Stamp Duty

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Consultant.

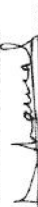
15. Annexure

The Annexure to this Agreement shall form an integral part of this Agreement and shall be interpreted accordingly.

In witness hereof the Parties have executed this Agreement on the day and year written above.
AGREED AND ACCEPTED

Securities and Exchange

Commission of Pakistan

Signature: 

Date: 26 April 2023

Name: Asghar Khalid

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

Blue Area, Islamabad

NIC Building, 63 Jinnah Avenue, Islamabad

Title: HOD - Admin

Signature: 

Name: Asghar Khalid

Title: HOD - Admin

WITNESS

Signature: 

Name: Asghar Khalid

Title: HOD - Admin

WITNESS

Signature: 

Name: Asghar Khalid

Title: HOD - Admin

- c) Nothing herein shall require the Parties concerned to settle strikes or labour disputes by acceding to demands deemed to be unreasonable by objectively evaluating the situation but subject to this, the Party concerned shall use its reasonable endeavors to remove, avoid and / or mitigate the effects of such circumstances.
- d) If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either Party may terminate this Agreement by notice to the other Party.
- e) For the purpose of this clause, a prolonged period is one exceeding (30) days.


9. Dispute Resolution/Arbitration

- a) The Parties shall attempt to amicably resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- b) If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled by arbitration by a sole arbitrator unless otherwise disposed of by understanding between the Parties. The award of the arbitrator shall be final and binding. Either Party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interest pending completion of the arbitration proceedings. Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- c) The arbitrator shall be appointed by mutual consent of both Parties or by the court having jurisdiction in case the Parties do not agree to the appointment of arbitrator. The arbitrator shall be a retired judge of a High Court of Pakistan. The arbitrator will have no authority to award or make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.
- d) The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

10. Notices

- a) Any notice required to be provided pursuant to this Agreement shall be in writing and may be given by delivering the same by hand at, or by sending the same by prepaid first class post, telex or facsimile to, the registered addresses of the Parties or such other address as the Parties may notify to each other. Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery (if delivered by hand), the first Working Day next following the day of sending (if sent by telex or facsimile) and the second Working Day next following the day it is sent (if sent by post). Without prejudice to the foregoing provisions of this Clause, if the Party to which a notice is given does not acknowledge the same by the end of the third Working Day next following the day of delivery by sending, the Party giving the notice shall communicate with the Party which has not so acknowledged and, if necessary, re-deliver or re-send the notice.
- b) **Address for notices**
For the purposes of this Clause, a Party may take the address and facsimile number of the other Party to be:
 - (i) the address and number set out below; or
 - (ii) where another address or number is notified by either of the Party to other Party, the last address of number so notified to it.

If to Commission:
Attn: Mr. Arshad Kamal
Head of Department (Administration)

Signature: 

Name: Mr. Arshad Kamal

Title: Head of Department (Administration)



a. For Male and Female employees above 40

S#	Particulars	Male (ABOVE-40)	Female (ABOVE-40)
1	Blood CP	398	398
2	ESR	259	259
3	Urine R/E	269	269
4	RFTs (Uric Acid, Urea, Nitrogen, Creatinine, eGFR)	824	824
5	LFTs	790	790
6	Lipid Profile	990	990
7	PSA (For Male)	1,344	0
8	Ultrasound Abd & Pelvis (For Female)	0	1,290
9	Blood Glucose	204	204
10	Vitamin D-3	1,495	1,495
10	ETT/Echo	2,110	2,110
	Total Per Head Charges with all applicable taxes.	8,683	8,629

b. For Male and Female employees below 40

S#	Particulars	Male & Female (BELOW-40)	
		Male (ABOVE-40)	Female (BELOW-40)
1	Blood CP	398	398
2	ESR	259	259
3	Urine R/E	269	269
4	Serum Creatinine	360	360
5	Uric Acid	360	360
6	Vitamin D-3	1,495	1,495
7	Blood Glucose	204	204
8	Cholesterol	340	340
9	Triglycerides	380	380
10	S. ALT	280	280
	Total Per Head Charges with all applicable taxes.	4,345	4,345

c. For Expected new Hiring's (Rate per test)

S#	Particulars	Male (ABOVE-40)	Female (ABOVE-40)	Male and Female (Below - 40)
1	Blood CP	398	398	398
2	ESR	259	259	259
3	Urine R/E	269	269	269
4	Blood Glucose (Fasting)	204	204	204
5	RFTs (Uric Acid, Urea, Nitrogen, Creatinine, eGFR)	824	824	824
6	Lipid Profile	990	990	990
7	ECG	340	340	340
8	PSA (for Males)	1,344	0	0
9	Ultrasound Abdomen & pelvis	1,290	1,290	1,290
10	Chest X-Ray P/A View	580	580	580
11	HCV Ab	1,080	1,080	1,080
12	Hep B Ag	800	800	800
13	LFTs	790	790	790
14	Mantoux	400	400	400
15	Urine For TLC	1,560	1,560	1,560
16	Psychological Assessment	600	600	600
	Total Per Head Charges with all applicable taxes.	11,728	10,384	10,414

Terms of Reference - Medical Checkup of SECP Employees

Excel Labs (Private) Limited shall assist the Commission in conducting Medical Checkup of its employees. The Commission Head Office is at Islamabad, whereas, the registration offices are at Islamabad, Lahore, Peshawar, Multan, Faisalabad, Sukkur, Karachi and Quetta

Detail of Medical Test: Medical Check-up (annually/alternate years/as deemed appropriate by the Commission) shall include but not limited to following tests given in table below:

MEDICAL TESTS (ABOVE-40) Particulars	MEDICAL TESTS (BELOW-40) Particulars
Blood CP	Blood CP
ESR	ESR
Urine R/E	Urine R/E
RFTs (Uric Acid, Urea, Nitrogen, Creatinine, eGFR)	Serum Creatinine
LFTs	Uric Acid
Lipid Profile	Vitamin D-3
PSA (For Male)	Blood Glucose
Ultrasound Abd & Pelvis (For Female)	Cholesterol
Blood Glucose	Triglycerides
Vitamin D-3	S. ALT
ETT/Echo	

For new potential employees, following lab tests and physical examination (as and when required basis) shall be required:

Tests (Above-40)	Tests (Below-40)
Tests	Tests
Blood CP	Blood CP
ESR	ESR
Urine R/E	Urine R/E
Blood Glucose (Fasting)	Blood Glucose (Fasting)
RFTs (Uric Acid, Urea, Nitrogen, Creatinine, eGFR)	RFTs (Uric Acid, Urea, Nitrogen, Creatinine, eGFR)
Lipid Profile	Lipid Profile
ECG	Ultrasound Abdomen & Pelvis
F5A (for Males)	Chest X-Ray P/A View
Ultrasound Abdomen & Pelvis	HCV ab
Chest X-Ray P/A View	Hep B Ag
HCV Ab	ECG
Hep B Ag	LFTs
LFTs	Mantoux
Mantoux	Urine For TLC
Urine For TLC	Psychological Assessment
Psychological Assessment	

EVALUATION REPORT - FINAL
(As Per Rule 35 of PP Rules, 2004)

- 1. Name of Procuring Agency Securities and Exchange Commission of Pakistan
- 2. Method of Procurement Single Stage Two Envelope Method
- 3. Title of Procurement Re-Invitation to Bid - Medical Lab Tests of SECP Employees
- 4. Tender Inquiry No. T# 15/22-23
- 5. PPRA Ref. No. (TSE) TS502314E
- 6. Date & Time of Bid Closing February 21, 2023, 1100Hrs
- 7. Date & Time of Bid Opening February 21, 2023, 1130Hrs
- 8. No. of Bids Received 04
- 9. Criteria for Bid Evaluation As per Bidding Documents.
- 10. Details of Bid Evaluation Bid(s) found in compliance with the terms and conditions mentioned above and securing minimum 80% marks i.e. 160 Marks or more, out of 200 Marks shall be considered at par/equivalent.
Bid(s) found in compliance with the terms and conditions mentioned above and securing minimum 80% marks i.e. 160 Marks or more, out of 200 Marks shall ONLY be considered for financial evaluation.
Bid(s) found in compliance with the terms and conditions mentioned above and securing minimum 80% marks i.e. 160 Marks or more, out of 200 Marks and quoting lowest rates for the offered location (s) as per Annex "C" shall be selected.

Name of Bidder	Quoted Total Price Incl taxes (Rs.)	Rule/Regulation/SBD*/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
Excel Labs (Private) Limited	4,704,570	Compliant to technical evaluation criteria.
Islamabad Diagnostic Centre (Pvt.) Limited	6,655,200	
Citi Labs with ECHO	6,390,386	
Citi Labs with ETT	6,721,886	
Dr Essa Laboratory and Diagnostic Centre	6,890,910	

Most Advantageous Bid: Excel Labs (Private) Limited

Any other additional / supporting information, the procuring agency may like to share. Nil



Signature

In case of any query, please send email at: ubaidullah.khalid@secp.gov.pk

Note: Redressal of grievances and settlement of disputes shall be dealt under PPRA Rules. Any bidder feeling aggrieved by any act of the Commission/agency after the submission of his bid may lodge a written complaint concerning his grievances not later than five days after the announcement of this evaluation report.