



Tender Serial # _____

**GOVERNMENT OF PAKISTAN
MINISTRY OF CLIMATE CHANGE
PAKISTAN ENVIRONMENTAL PROTECTION AGENCY
PLOT NO.42, STREET NO. 06, H-8/2, ISLAMABAD**

**SCHEDULE OF REQUIREMENTS FOR PURCHASE OF
SPECTROQUANT NOVA 60 A PORTABLE EQUIPMENT FOR PAK-EPA**

The delivery of services and supply will be made in 45 days after issuance of Purchase Order (without penalty) and with the prescribed penalty as per following schedule of requirement: -

MODE OF PENALTY	NO OF DAYS	TOTAL DELIVERY PERIOD
Supply Period	45	45
Without penalty (written request for extension upto maximum 15 days)	60 days (45 days after 15 days)	60 days (45+15)
After expiring of 60-days the LD charges will be imposed as per contract agreement.		

PRICE SCHEDULE FOR THE GOODS IN PAK RUPEES:

Name of Bidder: _____

Tender No: 01(1)/2017-DD (L/N)

Purchase of Spectroquant NOVA 60 A portable equipment for Pak-EPA to be completed is tabulated as under:-

S. No.	Name of Equipment	Specification	Unit	Qty	Unit Price (RS)	Unit Price with 17% GST (RS)	Total Cost including GST (RS)	Bid Security (2% of the Total Cost)
1.	<u>Spectroquant NOVA 60 A portable</u> For all types of water testing & heavy metals testing. All test kits are bar coded. Totally automatic cell identification.	Wavelength: Beam: 340 to 820 nm Types of determination: Absorbance, concentration, transmission. Measure, Range of absorbance: 0.300A to 3.200A Lamp: Tungsten halogen Cell compartment: 10,20,50 mm cuvettes cells Including Parameter: Sodium, Arsenic, Lead, Fluoride, Nitrate, Ammonia, Calcium and Magnesium, Sulphate, phosphate, Nitrite, Range a). Sodium 10 mg/L to 300mg/L b). Arsenic 0.00 mg/L to 0.5 mg/L c). Lead 001 mg/L to 1.0 mg/L d). Fluoride 0.00 mg/L to 5.0 mg/L e). Nitrate 2 mg/L to 50 mg/L f). Ammonia 0.5 mg/L to 5 mg/L g). Calcium 10 mg/L to 200 mg/L h). Magnesium 10 mg/L to 100 mg/L i). Sulphate 10 mg/L to 500 mg/L j). Phosphate 5 mg/L to 100 mg/L k). Nitrite 0.01 mg/L to 0.5 mg/L Mercury test Reagents: Cat. No. 106268 Sodium acetate for analysis Cat. No. 116754 Water for analysis Cat. No. 100063 Acetic acid 100% for analysis Cat. No. 820162 Michler's thioiketone (4,4'-Bis(dimethylamino)-thiobenzophenone) Cat. No. 101024 1-Propanol LiChrosolv		1				

Issued by:
Admn Section
Pak-EPA
Plot No. 42, Street No. 06, H-8/2,
Islamabad.

Signature of the Bidder: _____
Stamp of Bidder: _____

TENDER BIDS SUBMISSION & OPENING DATE AND TIME

Tender No: 1(1)/2017-DD (L/N)

Purchase of Spectroquant NOVA 60 A portable equipment for Pak-EPA.

Tender No	Items Name and Description	Date of Submission of Tender Documents	Date Opening of Tender
<u>1(1)/2017-DD(L/N)</u>	PURCHASE OF SPECTROQUANT NOVA 60 A PORTABLE EQUIPMENT.	Date: <u>15-01-2018</u> Time: 2:30 p.m (Monday)	Date: <u>15-01-2018</u> Time: 3:00 p.m (Monday)

(Muhammad Gul Aziz Awan)
Director (Admn, L/E)



PAKISTAN ENVIRONMENTAL PROTECTION AGENCY ISLAMABAD

TECHNICAL EVALUATION CRITERIA FOR TENDER NO. <u>1(1)/2017-DD(L/N)</u> PURCHASE OF SPECTROQUANT NOVA 60 A PORTABLE EQUIPMENT FOR PAK-EPA.			
Specification are available at Annex-A			
S. No.	Item Name and Description	Marks	Maximum Marks
1	Past Performance/ Experience of the Bidder (Reg with GST/NTN)	--	10
1.1	1 - 3 year experience	2	--
1.2	4 - 8 year experience	4	--
1.3	9 - 15 year experience	6	--
1.4	Above 15	10	--
2	Relevant Experience	--	10
2.1	1 - 5 year experience	3	--
2.2	6 - 10 year experience	6	--
2.3	11 & above year experience	10	--
3	Financial Position/ Status	--	10
3.1	Last sales tax paid Form	4	--
3.2	Bank Certificate (satisfactory)	2	--
3.3	Statement Worth (0.5 million)	4	--
4	Technical Evaluation of quoted items	--	70
4.1	Specification attached at Annex-A	40	
4.2	Reliability	5	
4.3	Delivery schedule as per need	7.5	
4.4	List of clients / where such items delivered	7.5	
4.5	Satisfactory letter from clients in favor of such items	5	
4.6	Guarantee / Warranty (as the case may be)	5	
TOTAL		--	100

Note: Please submit documents as per above mentioned criteria
Technical qualifying marks is /are required 60%

**PAKISTAN ENVIRONMENTAL PROTECTION AGENCY
ISLAMABAD**



TENDER NO: 1(1)/2017-DD (L/N)

**PURCHASE OF SPECTROQUANT NOVA 60 A PORTABLE
EQUIPMENT FOR PAK-EPA.**

**TENDER DOCUMENT
F.O.R. BASIS**



PAK-EPA, ISLAMABAD

INTRODUCTION:

PAK-EPA, Islamabad invites sealed bids from eligible bidder(s) under two envelop bidding system (i.e. Technical and Financial Bids in separate envelopes) for supply and delivery of goods, materials, equipment and/or services described in the Schedule of Requirement. All the Annexure from “C” to “L” are integral part of the Tender Document and its compliance is mandatory and must be signed and stamped by the vendor/supplier and attached with the relevant proposal, otherwise bids will be rejected.

The Technical Bids will be opened first on the date mentioned in Tender Notice. The financial bids of the only technically qualified bidder(s) will be opened publicly. The Technical Evaluation Report will be published on PAK-EPA, website before financial bid opening.

1. INSTRUCTIONS TO BIDDER(S):

- 1.1. The bidder(s) shall bear all cost associated with the preparation and delivery of their bids, and the Purchaser will in no case be responsible or liable for those costs.
- 1.2. In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, bidder(s) may seek clarification of the same in writing, but not later than two weeks prior to deadline for submission of bid(s) prescribed by the Purchaser.
- 1.3. At any time prior to the deadline for submission of bids, a modification in bidding document in the form of an addendum can be issued in response to a clarification requested by a respective bidder(s) or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all bidder(s). The clarification/amendment issued (in general) shall be placed on the PAK-EPA web site for the intimation to all the prospective bidder(s). Bidder(s) are required to submit their bid(s), which will bear words “CONFIDENTIAL” and Tender # **1(1)/2017-DD(L/N)** Purchase of Spectroquant NOVA 60 A portable equipment for Pak-EPA as per Tender Notice.
- 1.4. The Purchaser will not take any responsibility for collecting the bids from any Agency.
- 1.5. The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement without assigning any reason thereof.
- 1.6. The Purchaser reserves the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
- 1.7. It must be indicated in the offer that the quotation fully conforms to Technical Specifications and Terms and Conditions of the Tender.
- 1.8. The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder(s) or any obligation there under. However, PAK-EPA shall upon request communicate to any bidder(s) who submitted a bid, the grounds for its rejection, but it is not required to justify those grounds.
- 1.11. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall lead to disqualification.
- 1.12. In the event that the bidder(s) submits an alternative bid(s) whether in whole or against any of the items, a group or sub-group in addition to its Main Bid, the bids must be marked as “Main Bid” and “Alternative Bid”. Alternative bid(s) which do not conform to the specifications, but meet the

performance prescribed in, or the objectives of, the specifications may be submitted. However, only the Alternative Bid of the bidder(s) whose Main Bid is the lowest evaluated bid will be considered.

- 1.13. A bidder, who wishes to have its Alternative Bid(s) considered on an equal basis with all other (Main) Bids, must submit a Bid Bond for each Alternative Bids, an Alternative Bid must be submitted in a sealed envelope clearly marked "Alternative Bid", separate from the Main Bid.
- 1.14. The bidder(s) are expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to Bidding Documents in all respect will result in the rejection of the bid(s).
- 1.15. All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the Tender Documents prior to filling / submission of their quotation.
- 1.16. Black listing procedure of the Company is attached as Appendix-L. The bidders, contractors, suppliers, agents, consultants, partnership or firms shall be dealt accordingly.

2. BID PRICES:

- 2.1. Firm bid prices shall be quoted in Annexure-B duly filled-in, stamped and signed by authorized representative of Bidder(s). Prices must be quoted as per format of Schedule of Requirement (SOR).
- 2.2. Bidding Forms and Bid Summery Sheets from **Annexure – "C" to "F" and "H" to "L" must also be duly filled-in, stamped and signed by authorized representative of bidder(s).**
- 2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties, indicating unit price and total bid prices. GST must be quoted separately along with copy of GST Certificate. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any price adjustment formula will be rejected.
- 2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores located at required delivery location.
- 2.5. Quoted prices will be valid up to **120 days** from the opening date of the Financial Bid.
- 2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).
- 2.7. Any quotation not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.
- 2.8. Discount (if any) shall only be entertained on Schedule of Requirement of Bidding Document (Financial Proposal). If the discount is mentioned elsewhere in the bid, the same shall not be entertained.

3. BID SECURITY MONEY:

- 3.1. The sealed bids complete in all respect must reach in the office of the Director (Admn, L/E), PAK-EPA, Islamabad alongwith **Bid Security Money 2% in shape of CDR** to be attached with financial offer.
- 3.2. The payment shall be subject to satisfactory inspection report from the concerned evaluation technical committee.
- 3.3. **Short Bid Security Money or Crossed Cheque as Bid Security Money** is not acceptable.
- 3.4. The Bid Security Money of un-successful bidder(s) will be returned after award of Purchase Order to successful bidder(s). The Bid Security Money of successful bidder(s) will be discharged / returned upon bidder(s) furnishing the executing the order/contract (Subject to the satisfactory report without any objection from the end user).
- 3.5. The Bid Security Money of bidder(s) whose bid is rejected under Clause 2.7 will be returned forth-with.
- 3.6. The Bid Security Money shall be forfeited:
 - 3.5.1. If a bidder withdraws its bid during the period of bid validity.

4. SEALING AND MARKING OF BIDS:

- 4.1. The bidder(s) shall furnish Technical & Financial Bid(s) in two separate sealed envelopes.
- 4.2. Technical Bids will be opened first.
- 4.3. Earnest money as mentioned in Tender Notice must be enclosed with **Financial Bid**.
- 4.4. Only Financial Bid(s) of Technically responsive bidder(s) will be opened publicly.
- 4.5. Financial Bids of technically non responsive bidder(s) will be returned after award of Local Purchase Order to successful bidder(s).
- 4.6. The bid shall be submitted in a sealed envelope marked as under:
- 4.7. The envelope shall also bear the word "CONFIDENTIAL" and following identifications:-
TENDER NO. 1(1)/2017-DD(L/N) Purchase of Spectroquant NOVA 60 A portable equipment for Pak-EPA.
DON'T OPEN BEFORE (AS PER SCHEDULE MENTIONED IN THE TENDER NOTICE/SOR)
TECHNICAL/FINANCIAL BID(s) (INDICATE ONE ON EACH ENVELOPE)
- 4.8. If the envelope is not marked, as instructed above, the Purchaser will assume no responsibility for the misplacement or premature opening of bid(s).

5. DEADLINE FOR SUBMISSION OF BIDS:

- 5.1. The bids must be delivered at the committee room of PAK-EPA Islamabad on or before as per schedule mentioned in the Tender Notice and the same will be opened accordingly.

6. LATE BIDS:

- 6.1. Any bid received by the Purchaser after the prescribed deadline for submission of bids mentioned in the Tender Notice will not be accepted and returned un-opened to the bidder(s).

7. BID OPENING:

- 7.1. The purchaser will open the Technical Bid, in the presence of bidder's representative(s) who may chose to attend on date, time and location mentioned above.
- 7.2. The bidder(s) names, bid prices including bid price modification and bid withdrawals, if any, will be announced at the time of financial bid opening.
- 7.3. The Purchaser will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.
- 7.4. Arithmetical errors found will be corrected as follows:
 - 7.4.1. Where there is a discrepancy between amount in figures and word, the amount in word will prevail.
 - 7.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.
 - 7.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

8. DETERMINATION OF RESPONSIVENESS:

- 8.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.
- 8.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one

which means in-consistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the Purchaser's right or the bidder's obligation under the contract.

- 8.3. A bid determined to be a non-responsive will be rejected by the purchaser and shall not subsequently be made responsive by the bidder(s) by correction of the non-conformity.
- 8.4. The purchaser may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).
- 8.5. To assist in determining a bid's responsiveness the bidder(s) may be asked for a clarification of his bid. The bidder(s) is not permitted, however, to change bid price or substance of his bid.
- 8.6. The bidder(s) may lodge a written complaint for redressed of their grievances and disputes to Dispute Resolution Committee within fifteen days of the placement of the Technical Evaluation report on the web.

9. ISSUANCE OF PURCHASE ORDER (PO):

- 9.1. The Purchaser will issue Purchase Order to the successful bidder(s) whose bid is determined to be technically responsive and financially lowest evaluated.

10. PAYMENT:

- 10.1. Payment will be made as follows after inspection and acceptance of goods, materials and equipment etc:
 - 10.1.1 Payment after delivery

11. DELIVERY SCHEDULE:

- 11.1. Delivery of required material against this tender is to be completed as soon as possible from the date of receipt of firm Purchase Order, excluding a grace period of 07 days allowing for postal delivery of Purchase Order.

12. EXTENSION IN THE DELIVERY PERIOD:

- 12.1. Delivery of the goods shall be made by the supplier in accordance with the delivery schedule given in Purchase Order.
- 12.2. The supplier may claim extension of the time limits as set forth in the Purchase Order in case of:-
- 12.3. Changes in the specifications of goods, material & equipment by the Purchaser.
- 12.4. Delay in provision of clarifications regarding material, drawings and services by the Purchaser.
- 12.5. Force Majeure pursuant to Clause # 14.
- 12.6. Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of delivery period mentioned in Purchase Order.
- 12.7. It should be noted that a request for extension in delivery period shall be considered only if the supplier agrees in writing to pay any increase in taxes or any other charges levied by the Government during the extended delivery period. Purchaser shall not bear any additional price increase during the extended period.
- 12.8. In case of extension in delivery period, the supplier will extend validity of Performance Bond accordingly at his cost.
- 12.9. If the supplier fails to supply the ordered material for any reason, within stipulated time, the Performance Bond shall be forfeited and material shall be purchased from elsewhere at his risk and cost.

13. LIQUIDATED DAMAGES:

- 13.1. LD charges will be imposed as per Government Rules/mentioned in the contract agreement.

14. FORCE MAJEURE:

- 14.1 The supplier shall not be liable for penalty for delay in delivery of ordered goods, if, and to the extent delay in delivery or other failure to perform his obligation under the Purchase Order, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the Purchaser to be beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the Purchase Order.
- 14.2 The supplier shall notify the Purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.
- 14.3 If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the Commencement of the Force Majeure conditions, either party shall have the right to cancel the Purchase Order with immediate effect.

15. INSPECTION AND TEST:

- 15.1 The Purchaser's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Admn Department will witness the inspection (where so required).
- 15.2 Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.
- 15.3 Rejected material shall be moved/replaced by the supplier within 15 days from the receipt of letter/fax issued by the Admn Department. The supplier shall be liable for the storage charges @ ½% (half percent) of the cost of rejected material on every day basis, if the same is not removed within 15 days.
- 15.4 Acceptance/rejection of the material by 3rd party (where required) will be final and binding on both the parties.

16. WARRANTY:

- 16.1 The supplier shall warrant that all goods supplied under Purchase Order shall be according to specifications given in Purchase Order and approved drawings/design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the supplier at his cost.
- 16.2 The Purchaser shall promptly notify the supplier in writing, of any claims arising under this warranty.
- 16.3 The supplier will invariably provide warranty/guarantee of spare and consumables.

17. QUALIFICATION OF SELECTED BIDDER(S):

- 17.1 The Purchaser will determine to its satisfaction whether the bidder(s) selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.
- 17.2 The determination will take into account the bidder(s) financial, technical & production capabilities, availability of items ordered for. The bidder(s) shall provide necessary documents as proof along with the bid.
- 17.3 Any affirmative determination will be a pre-requisite for award of the Purchase Order to the bidder(s). A negative determination will result in rejection of the bid.
- 17.4 The Purchaser reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.

18. You are encouraged to inform Director (Admn, L/E) and Assistant Director (A/F) on the following addresses/ contacts, in case where any PAK-EPA employee ask for any type of favor whether monetary or in kind:-

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Director (Admn, L/E)	Pak-EPA, Plot No. 42, Street No 06, H-8/2, Islamabad.	051-9250714	051-9250715	mawan277@gmail.com
Assistant Director (A/F)	-do-	051-9250729	-do-	asifchannal@gmail.com

BIDDING FORM (TECHNICAL BID)

**Pakistan Environmental Protection Agency
Islamabad**

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender Document.

2. We undertake if our bid is accepted, to commence delivery within _____ days (Please specify days) from the date of receipt of your firm Purchase Order.

3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding GST, for due performance of the purchase order.

4. We agree to abide by all the terms & conditions of the tender for the period of 120 days from the opening of financial proposal & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.

5. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 20_____

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Name: - _____

Address: - _____

BIDDING FORM (FINANCIAL BID)

**Pakistan Environmental Protection Agency
Islamabad**

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender for the sum of Rs. _____ (Total bid amount in words) (inclusive of all taxes) or such other sum as may be ascertained in accordance with the said conditions.

2. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 20_____

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Name: - _____

Address: - _____

BID SUMMARY SHEET

TENDER NO. 1(1)/2017-DD(L/N) PURCHASE OF SPECTROQUANT NOVA 60 A PORTABLE EQUIPMENT FOR PAK-EPA.

(TO BE ATTACHED WITH TECHNICAL BID)

1. Bidder Name _____
Address, Phone & Fax No., E-mail address _____

2. Manufacturer Name & Country of Origin: _____

3. Items Quoted: (give serial no. only): _____

4. Price Validity: _____
5. Offered Delivery Period: _____
6. GST Registration No: _____
7. Bidding form (Annexure-C attached with Technical bid Yes () No () _____
8. Any Deviation: _____

Signature _____

Name & Designation _____

BID SUMMARY SHEET

TENDER NO. 1(1)/2017-DD(L/N) PURCHASE OF SPECTROQUANT NOVA 60 A PORTABLE EQUIPMENT FOR PAK-EPA.

(TO BE ATTACHED WITH FINANCIAL BID)

1. Bidder Name _____
Address, Phone & Fax NO. _____
E-mail address _____
2. Manufacturer Name & _____
Country of Origin: _____
3. Items Quoted:(give serial no. only): _____
4. Price Validity: _____
5. Total FOR («Deliver To») Price: Rs _____
(Inclusive of all taxes except GST)
6. Total FOR («Deliver To») Price (With GST): Rs _____
7. Offered Delivery Period: _____
8. Payment Terms: _____
9. GST Registration No. _____
10. Bidding Form (Annexure-C-1 attached with financial bid): Yes () No ()
11. Any Deviation: _____

Signature _____

Name & Designation _____

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
CERTIFICATE**

Submitted to PAK-EPA with the reference to Purchase Order No. _____ hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Seller/ 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 be given or agree to give to anyone within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Seller/ Supplier certifies that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Seller/ Supplier accepts full responsibility and strict liability for making any false declaration not making full disclosure, mis-representing 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 GOP under any law, contract or other instrument, be voidable at the option of GOP.

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

For & On Behalf of
Seller/ Supplier

(WHERE APPLICABLE, TO BE SUBMITTED ON DEMAND OF PAK-EPA, ISLAMABAD)

FAIR PRICE CERTIFICATE

WE M/S _____ HEREBY CERTIFY THAT PRICES QUOTED BY US AGAINST PAK-EPA, ISLAMABAD TENDER NO. _____ ARE THE LOWEST AND MOST COMPETITIVE AS GENERALLY APPLICABLE TO ALL OTHER BUYERS AND OR SOLD THROUGH OUR AGENTS AS PER PREVAILING INTERNATIONAL MARKET AS ON THE DATE OF QUOTE AND IF IT IS ESTABLISHED AT ANY STAGE THAT THESE WERE HIGHER WE SHALL BE HELD RESPONSIBLE AND AGREE TO PAY IMMEDIATELY THE DIFFERENTIAL TO PAK-EPA, ISLAMABAD.

**SIGNATURE AND SEAL OF THE
MANUFACTURER/SOLE AGENT/AUTHORIZED DEALER**

NOTE: FAIR PRICE CERTIFICATE WILL BE REQUIRED, IN CASE SINGLE BID IS FOUND TECHNICALLY RESPONSIVE IN THE RESPECTIVE TENDER.

(On official letter-head of the contractor)
To be signed by the Chief Executive of the bidding
company or a representative duly authorized by
board resolution.

Integrity and Ethics Undertaking

We hereby commit and undertake to observe the following principles during our participation in the contract execution:

- a) That we will not directly or through any other person or firm, offer, promise or give to any of the employees of PAK-EPA involved in or relevant to the execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the execution of contract or at any stage thereafter.
- b) That we did not enter with any bidder into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelise in the bidding process.
- c) That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of PAK-EPA.
- e) That we will not and have not committed any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from doing business with PAK-EPA and may also result in permanent exclusion from future contract award processes.

We also accept and undertake to respect and uphold PAK-EPA's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of _____
Tender No. _____
Contract No _____

(On official letter-head of the bidder)
To be signed by the Chief Executive of the
bidding company or a representative duly
authorized by board resolution.

Integrity and Ethics Undertaking

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

- a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of PAK-EPA involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelise in the bidding process.
- c) That we will ensure that the remuneration of agents (if engaged) is appropriate and for legitimate services only.
- d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of PAK-EPA.
- e) That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold PAK-EPA's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of _____
Tender No. _____

Form 4
Mandatory for participation in Bidding Process

A F F I D A V I T

I, _____ S/o _____ aged _____ years
_____ working as _____ Proprietor/Managing Partner/Director of M/s _____
_____ having its registered
office at _____ do hereby solemnly affirm
and declare on oath as under:

- 1. That I am competent to swear this affidavit being proprietor/one or the partners/ Director of M/s _____
- 2. That M/s _____ is a proprietorship/partnership firm/company is participating in tender process conducted by PAK-EPA.
- 3. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
- 4. That I hereby confirm and declare that my/our firm/company M/s _____ and my/our firm/group/company/ sister concern / associate company have not been black listed/de-listed any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
- 5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
- 6. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the PAK-EPA.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at _____ on _____ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

BLACK LISTING PROCEDURE

1. **Blacklisting**

Blacklisting means; temporarily or permanently, barring an entity or a person against whom proceedings have been initiated including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership or firm; hereinafter referred to as, Respondent from participating in any future procurement of goods and services. The Respondent(s) individually or collectively as a consortium may stand blacklisted if found to have been involved in any or all of the following acts:

- a) Undermines or adversely affects the operations of the company through any of the following:
 - Withdrawing a bid during the bid validity period;
 - Failure or refusal to:
 - i. sign the Contract;
 - ii. accept Purchase Order / Service Order Terms;
 - iii. execute work;
 - iv. submit 2% earnest money as per tender terms;
 - v. make supplies as per specification agreed;
 - vi. fulfill contractual obligations as per contract;
 - vii. meet purchase order / service order terms and conditions; and/or,
 - viii. to remedy underperformance as per contractual obligations.
 - ix. Or any other non-compliance of obligations vital for the execution / compliance of the contract.
- b) Repeated non-performance.
- c) Indulgences in corrupt or fraudulent practices while obtaining or attempting to obtain contracts in the company.
- d) Convicted of fraud, corruption. tax evasion or criminal misappropriation by a court of competent forum.
- e) Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. In this regards the contractor has to submit a certificate that he or his principal is not declared blacklisted / debarred I cross debarred by any public sector organization or international agency
- f) Furnished information that was false and materially inaccurate or submitted forged or fake documents.

2. **Debarment of Natural Terms.**

The following shall stand disqualified and debarred from participating in PAK-EPA tenders or contracts pursuant to black listing proceedings:

- i. In case of a company; all directors including its Chairman, Chief Executive and Chief Financial Officer.
- ii. In case of partnership; all partners

3. **Debarment of Associated Companies or Entities**

Where a company or an entity has been blacklisted, all its associated or subsidiary undertaking whether by way of common directorship, common management and control, shareholding or direct or indirect control through directors of blacklisted entity etc shall also stand disqualified from participating in PAK-EPA tenders or contracts

4. **Purchase Committee**

- a) The Purchase Committee on Procurement Rules Enforcement (Committee) with three members.
- b) The Committee shall submit a report to the Director General, Pak-EPA for consideration.
- c) The Committee deliberations as a guiding principle should be based upon adequate evidence. Consideration should be given as to how much credible information is available, and its reasonableness in view of surrounding circumstances, and inferences which may be drawn from the existence or absence of affirmed facts. The assessment should include all documents available and presented.

5. **Proceedings for blacklisting**

- a) Director (Admn, L/E) on his own accord or on receipt of information or a complaint shall refer the matter to the Procurement Committee.
- b) The Committee after examining the material placed before it shall determine whether it is necessary and appropriate to initiate formal black listing proceedings.
- c) In case the Committee decides to initiate blacklisting proceedings Respondent shall be formally intimated in writing about the nature of complain/matter and initiation of blacklisting proceedings.
- d) The Respondent shall be intimated by giving a seven days notice through courier services, registered post or fax or email and, shall be provided an opportunity of furnishing response either through written representation or personal hearing or both.
- e) In case the Respondent fails to furnish his defense or representation the committee may proceed exparte on the basis of information, record and material available before it provided that two subsequent notices at three working days intervals have been given.
- f) The Committee shall complete its proceedings within 30 days from the date of first notice given pursuant to paragraph (d) above.
- g) The Respondent against whom blacklisting proceedings have been initiated may be represented through:
 - i. In case of an individual or sole proprietorship; in person.
 - ii. In case of a firm or partnership; by the Chief executive or the Managing Partner, duly authorized.
 - iii. In case of a company; by the Chief Executive or a Director or any officer duly authorized by the Company

6. **Findings & Decisions:**

- a) The Committee after finalizing its proceedings shall record its findings in writing and decide one of the following measures for implementation:
 - i. Temporarily debarred, specifying the time period;
 - ii. Blacklisted if the Respondent fails to take remedial action within the specified time; or,
 - iii. Blacklisted.
- b) The order of the Committee shall be communicated in writing as per Form 3.
- c) The documents, deliberations reduced in writing and all records of proceedings are to be maintained for five years by the Admn Department.

7. **Appeal**

- a) The Respondent may appeal within seven working days of intimation of decision of the Committee to the Director General Pak-EPA in writing of any irregularity in the decision of the Committee.
- b) If there exists any substance in the appeal the Director General, Pak-EPA after recorded reasons may direct that Committee may review the case by providing opportunity of hearing to the Respondent provided that the review shall be completed within 15 days.
- c) The Committee shall record its findings in writing and refer the same to the Director General, Pak-EPA for appropriate orders.
- d) If the decision at 6 (ii) or (iii) materializes then the decision is fit to be publicized and communicated to PPRA, and any other department if deemed necessary, and also host on PAK-EPA website.