



Tender Serial #. \_\_\_\_\_

**UNIVERSITY OF ENGINEERING AND TECHNOLOGY, TAXILA**  
**(PROCUREMENT CELL)**

**SCHEDULE OF REQUIREMENTS FOR HIRING OF FIRMS PROVIDING DISPOSAL  
OF WASTE / GARBAGE FROM UNIVERSITY AREA**

Name of Bidder: \_\_\_\_\_

**TENDER NO: 105/2018**

Hiring of Firms Providing Disposal of Waste / Garbage from University Area to be completed is tabulated as under:

**OPTION-I**

Description	Days	Amount (Per day)	Amount (Per day) inclusive all taxes	Amount (Per Month) inclusive all taxes	Total Amount (Per Year) inclusive all taxes
Hiring of Firms Providing Disposal of Waste / Garbage from University Area	For daily basis				

**OPTION-II**

Description	Days	Amount Per Alternative days	Amount (Per Alternative days) inclusive of all taxes	Amount (Per Month Alternative days) inclusive of all taxes	Total Amount (Per Year (Per Alternative days) inclusive of all taxes
Hiring of Firms Providing Disposal of Waste / Garbage from University Area	Alternative days				

▶ Contract will be awarded an initial period of one year (which is extendable after the approval of competent authority)

Total estimated price Rs. 1,728,000/- per annum for said contract

Issued by: (Muhammad Gul Aziz Awan)  
Director Procurement

Signature of the Bidder: \_\_\_\_\_

Stamp of Bidder: \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

## **TENDER SUBMISSION & OPENING DATES**

### **TENDER NOTICE 105/2018**

<b>Tender No.</b>	<b>Department</b>	<b>Date of Submission of Tender Documents</b>	<b>Date Opening of Tender</b>
105/2018	Hiring of Firms Providing Disposal of Waste / Garbage from University Area.	24.09.2018 (Monday) at 10:00 am	24.09.2018 (Monday) at 10:30 am

(Muhammad Gul Aziz Awan)  
Director Procurement



## UNIVERSITY OF ENGINEERING AND TECHNOLOGY TAXILA

<b>TECHNICAL EVALUATION CRITERIA FOR TENDER NO. 105/2018 HIRING OF FIRMS PROVIDING DISPOSAL OF WASTE / GARBAGE FROM UNIVERSITY AREA</b>			
<b>Scope of work available at Annex-A</b>			
<b>S. No.</b>	<b>Item Name and Description</b>	<b>Marks</b>	<b>Maximum Marks</b>
<b>1</b>	<b>Past Performance/ Experience of the Bidder (Reg with GST/NTN)</b>	--	<b>10</b>
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	--
<b>2</b>	<b>Relevant Experience</b>	--	<b>10</b>
2.1	1 - 5 year experience	3	--
2.2	6 - 10 year experience	6	--
2.3	11 & above year experience	10	--
<b>3</b>	<b>Financial Position/ Status</b>	--	<b>10</b>
3.1	Last sales tax paid Form	4	--
3.2	Bank Certificate (satisfactory)	2	--
3.3	Statement Worth (Min 2 m)	4	--
<b>4</b>	<b>Technical Evaluation of quoted items</b>	--	<b>70</b>
4.1	Specification Matched mentioned in tender document	40	--
4.2	Reliability	10	--
4.3	List of clients / where such service	10	--
4.4	Satisfactory letter from clients in favor of such service	10	--
<b>TOTAL</b>		<b>--</b>	<b>100</b>

**Note: Please submit documents as per above mentioned criteria**

**(Muhammad Gul Aziz Awan)**  
Director Procurement

# UNIVERSITY OF ENGINEERING AND TECHNOLOGY, TAXILA



**TENDER NO. 105/2018**

**TENDER DOCUMENT**

**TENDER FEE NON-REFUNDABLE  
Rs. 1000/-**

**PROCUREMENT CELL**

Ph: 051-9047477, Fax: 051-9047478

Email: [director.procurement@uettaxila.edu.pk](mailto:director.procurement@uettaxila.edu.pk)

Web: [www.uettaxila.edu.pk](http://www.uettaxila.edu.pk)

# UET, TAXILA PROCUREMENT CELL

## **INTRODUCTION:**

UET, Taxila having its **FTN No. 9011022-6** (hereinafter referred to as the Purchaser) 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 UET, 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 UET 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 for **TENDER NO. 105/2018** 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 3<sup>rd</sup> 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, UET 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.
- 1.9. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any

stage of evaluation are strictly prohibited and shall lead to disqualification.

- 1.10. 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.
- 1.11. 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.
- 1.12. 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).
- 1.13. All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the Tender Documents prior to filling / submission of their quotation.
- 1.14. 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 "K" 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 for 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.

- 2.9. Tender submitted without Tender Fee Rs 1,000/- (in shape of challan form/ pay order/Demand Draft) & earnest money CDR should be rejected at the time of opening of Tender. Earnest money & challan form will be submitted against each Tender separately.

### **3. BID SECURITY MONEY:**

- 3.1. The sealed bids complete in all respect must reach in the office of the Director Procurement UET, Taxila alongwith **Bid Security Money 2% of the estimated cost in the name of Treasurer, UET, Taxila 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 committee and 10% of the total billed amount shall be retained by the University for a **Period Not less than six (6) months** (after supply).
- 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:
  - 3.6.1. 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 Press 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:

**(DIRECT OR PROCUREMENT)  
PROCUREMENT CELL  
UET, TAXILA**

4.7. The envelope shall also bear the word “CONFIDENTIAL” and following identifications:-

**TENDER NO. 105/2018**

**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 Reception of UET Taxila on or before as per schedule mentioned in Press 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 Press Tender Notice will not be accepted and returned unopened 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 inconsistent 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
  - 10.1.2 Payment Against Delivery
  - 10.1.3 Part Delivery Part Payment
  - 10.1.4 \_\_\_\_% advance payment against Bank Guarantee

## **11. QUALIFICATION OF SELECTED BIDDER(S):**

- 11.1 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.
- 11.2 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.
- 11.3 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.

- 11.4 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.
13. You are encouraged to inform Director Procurement (PC) on the following addresses/ contacts, in case where any UET employee ask for any type of favor whether monetary or in kind:-

<b>DESIGNATION</b>	<b>ADDRESS</b>	<b>TEL #</b>	<b>FAX #</b>	<b>E. MAIL</b>
<b>Director Procurement</b>	Procurement Cell UET, Taxila	051-9047478	051-9047478	director.procurement@uettaxila.edu.pk

## GENERAL CONDITIONS

Now therefore, for good and valuable consideration and the mutual benefits to be derived there from, the parties intending to be legally bound agree as follows:

1. **Agreement:** the Contractor has offered to provide its complete disposal of Waste / Garbage to the Employer for the agreed places of UET Taxila premises and the Employer has accepted the said offer subject to the terms and Conditions of this contract.
2. **Invoice and Payment:** Invoice for the services rendered in the preceding month shall be raised by the Contractor in an agreed manner before 2<sup>nd</sup> day of every month. Payment thereof shall be made the employer to the Contractor before every 5<sup>th</sup> day of the month upon receiving the said invoice.
3. **Term and Termination:** This contract is made for a period of one (01) year unless terminated earlier. It can be extended, subject to satisfactory performance of the Contractor and mutual consent of the Parties, for another year. Either party may terminate this Contact, during the term of the Contact, by giving a one month advance written notice to the other party.
4. **Services/ Scope of Work:** The disposal of Waste / Garbage services as agreed herein shall include the following:
  - i. Disposal / Lifting of wastage of following places of UET, Taxila.

Sr. No	Places	Qty
1.	Ayesha Hall	02
2.	Back side of Abubakar Hall	01
3.	Bilal Hall	03
4.	Iqbal Hall	03
5.	Abubakar Hall	03
6.	Ali Hall	02
7.	Paradise Cafe	02
8.	Market Area	02
9.	In front of B&W Section	01
10.	Colony Nursery Area	01
11.	School Area	01
12.	Bank Area	01
13.	Campus Area	02
14.	Colony Area	06
<b>Total</b>		<b>30</b>

- ii. Any other incidental or related services, if required by the Employer subject to mutual consent of the Parties.
5. **Supervision and Control:** It is agreed that the personnel and staff of the Contractor shall work under the directions and control of the Contractor but during the work all

the personnel shall also abide by the reasonable instructions and directions of the Employer's administration inside the UET blocks. The Contractor shall ensure that his said personnel will not object to the direct supervision of the UET administration.

6. **Refundable Security:** The Contractor will be liable to deposit 0.25% of the total amount of the contract as security which shall be refundable in full amount upon satisfactory completion of services under this Contract. The Employer Shall impose a penalty on the Contractor if the performance of the Contractor is substandard and shall be entitled to deduct the same from the said security at the time of refund if not paid by the Contractor earlier.
7. **Specific Obligations of the Contractor:** The Contractor undertakes to abide by the following specific obligations:
  - i. The Contractor will ensure provision of manpower duly cleared/verified by the Police and other security agencies as required by the Employer.
  - ii. All personnel/employees of the Contractor will be liable to body search, security checks and shall be subject to the rules, regulations and other instructions in force in UET.
  - iii. All personnel/employees of the Contractor shall wear a specified uniform.
  - iv. The Contractor will not engage any person for the purpose of this contract who is already an employee of UET.
  - v. The precise details pertaining to the manpower (personnel /employees /vehicle) will be provided by the Contractor to the concerned authorities of the Employer.
  - vi. Proper Security Cards after getting N.O.C from the administration of UET will be issued to the staff by the Contractor.
  - vii. The Contractor is bound to keep and maintain a strict discipline within its workforce deputed at the premises of UET.
  - viii. The Contractor shall ensure that its personnel/employees/vehicle shall not indulge themselves in any activity which is inconsistent with their scope of work under this Contract or is damaging for the repute/prestige of the Employer/UET in any manner whatsoever. In case any damage or loss is caused to the Employer/UET by the Contractor or its workforce, the Contractor shall be fully responsible to indemnify the Employer for its acts and the acts its personnel/employee and to deal with them.
  - ix. The contractor shall be responsible to pay employees old Age Benefits, Institutions and Liable Social Society Contributions on behalf of its employees and the evidence of such contributions shall be provided to UET, Taxila by the contractor.
8. **Amicable Settlement of Dispute:** if at any time during the currency of this Contract, any dispute arises between the Parties on any matter or in case of breach of the terms and conditions of this contract, the said dispute shall be referred to the Vice-Chancellor of UET and the Chief Executive of the Contractor and will be resolved

mutually at their level. However, any such dispute or difference of opinion shall not be disclosed by the Parties to any third party.

9. **Modification and variation:** Any modification or variation of the terms and conditions of this Contract may only be made by written agreement between the parties. However each Party shall give due consideration to any proposals for modification or variation made by the other Party.
10. **No Assignment:** The Contractor shall not assign any of its rights or obligations under this Contract without the prior written consent of the employer.
11. **Severability:** if any term, condition or provision of this Contract shall be held to be illegal or unenforceable, in whole or in part, such term or provision or part thereof shall to that extent be deemed not to form part of this contract but the validity and enforceability of the remainder provisions of this Contract shall not be affected.
12. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.
13. **Good Faith:** The Employer shall make the payments under this Contract to the Contractor timely while the Contractor undertakes to act in good faith and in the interest of UET to adopt all reasonable, Cautious, and diligent measures with employment of utmost professional skills to keep the premises and environment of UET livable and clean.
14. **Entire Agreement:** This Contract with any amendments thereto, represent the entire understanding and agreement between the Parties.

**BIDDING FORM (TECHNICAL BID)**

**Procurement Cell,**  
University of Engineering &  
Technology, Taxila

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)**

**Procurement Cell,**  
University of Engineering &  
Technology, Taxila

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. 105/2018**

**(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. 105/2018**

**(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 («DeliverTo») Price: \_\_\_\_\_ Rs  
(Inclusive of all taxes except GST/PST)
6. Total FOR («DeliverTo») Price (With  
GST): \_\_\_\_\_ Rs
7. Offered Delivery Period: \_\_\_\_\_
8. Payment Terms: \_\_\_\_\_
9. NTN Registration No. \_\_\_\_\_
10. GST Registration No. \_\_\_\_\_
11. Bidding Form (Annexure-C-1 attached with financial bid): Yes No
12. Any Deviation: \_\_\_\_\_

Signature

\_\_\_\_\_

Name &

Designation \_\_\_\_\_

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

Submitted to UET 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 UET, TAXILA)

**FAIR PRICE CERTIFICATE**

WE M/S \_\_\_\_\_ HEREBY CERTIFY THAT PRICES QUOTED BY US AGAINST UET, TAXILA 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 UET, TAXILA.

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 UET 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 UET.
- 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 UET and may also result in permanent exclusion from future contract award processes.

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

For and on behalf of \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Contract No \_\_\_\_\_

## **ANNEXURE - J**

*(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 UET 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 UET.
- 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 contract award processes.

We also accept and undertake to respect and uphold UET'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*

**AFFIDAVIT**

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 \_\_\_\_\_
1. That M/s \_\_\_\_\_ is a proprietorship/partnership firm/company is participating in tender process conducted by UET.
2. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
3. 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.
4. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
5. 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 UET.

(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 / 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 UET 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 UET tenders or contracts

4. Central Purchase Committee.

- a) The Central Purchase Committee on Procurement Rules Enforcement (Committee) .with five members. The Chairman of the Committee should be a permanent member of the committee. The Director Procurement Cell shall act as the Member/Secretary of the Committee.
- b) The Committee shall submit an annual report to the Vice Chancellor 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 Procurement (Procurement Cell) on his own accord or on receipt of information or a complaint shall refer the matter to the CPC.
- 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 Procurement Cell

7. Appeal

- a) The Respondent may appeal within three working days of intimation of decision of the Committee to the Vice Chancellor in writing of any irregularity in the decision of the Committee.
- b) If there exists any substance in the appeal the Vice Chancellor 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 Vice Chancellor 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 hoist on UET website.

**(Muhammad Gul Aziz Awan)**  
Director Procurement