# Government of Pakistan PAKISTAN SCIENCE FOUNDATION

Ministry of Science & Technology

# \*\*e-Tender Notice (Re-Tender)\*\*

**1.**Pakistan Science Foundation (PSF), the executing agency for STEM project invites to submit proposals/bids documents on EPADS portal of PPRA from well reputed firms, suppliers, companies, and manufacturers registered with the Security Exchange Commission of Pakistan (SECP)/other registration authorities, having NTN, registration in General Sales Tax (GST) and having name in Active Taxpayers List (ATL) for "Fabrication of STEM activity Kits" of international standards for STEM based education of students for 50 Higher Secondary Schools/Cadet Colleges, 5 Universities across the country, Pakistan Museum of Natural History, PSF Science Center Faisalabad, STEM academy under PSF and other institutions making a minimum of 22,500 (increase or decrease in quantity with respect to cost element & experimental requirements) STEM activity Kits consist of 75 sets of each 300 modules/activities/experiments (list file available in the form of Annex-I on PSF website) being developed by PSF (In hard as well as soft forms with all rights reserved for procuring agency, i.e. PSF).

**2.** RFP documents carefully prepared shall only be applied/submitted on EPADS portal of PPRA as per provided instructions on or before the closing date (i.e. after 15 days of this advertisement/ publication) by 11:00 am. The proposals will be opened on the same day at 11:30 am in PSF Committee Room, in the presence (online or physical) of the applied bidders.

**3.** Only EPADS-registered bidders can apply for the tender. Applications other than EPADS will not be considered and entertained.

**4.** This tender notice may be downloaded from the PPRA website www.ppra.org.pk and PSF website www.psf.gov.pk and EPADS.

(Dr. Saima Huma Tanveer) Project Director (STEM) Tel No.: (051) 0912078 Public Sector Development Program (PSDP) "Launching of STEM in Pakistan, Phase-I (Revised)"

# REQUEST FOR PROPOSAL (RFP) FOR FABRICATION OF STEM ACTIVITY KITS

November, 2024

Pakistan Science Foundation (Ministry of Science & Technology) Islamabad

Note: This document contains 22 pages, it is the responsibility of the bidder to check and confirm the complete RFP document at the time of procurement.

#### Pakistan Science Foundation (Ministry of Science & Technology) Islamabad \*\*\*\*

# **REQUEST FOR PROPOSAL (RFP) FOR OF FIRMS FOR THE "FABRICATION OF STEM ACTIVITY KITS"**

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#### i. Tender Notice

## Pakistan Science Foundation (Ministry of Science & Technology) Islamabad

#### Request for Proposal (RFP) for of Firms for the "Fabrication of STEM Activity Kits"

Pakistan Science Foundation (PSF), the executing agency for STEM project invites to submit proposals/bids documents on EPADS portal of PPRA from well reputed firms, suppliers, companies, and manufacturers registered with the Security Exchange Commission of Pakistan (SECP)/other registration authorities, having NTN, registration in General Sales Tax (GST) and having name in Active Taxpayers List (ATL) for **"Fabrication of STEM activity Kits"** of international standards for STEM based education of students for 50 Higher Secondary Schools/Cadet Colleges, 5 Universities across the country, Pakistan Museum of Natural History, PSF Science Center Faisalabad, STEM academy under PSF and other institutions making a minimum of 22,500 (increase or decrease in quantity with respect to cost element & experimental requirements) STEM activity Kits consist of 75 sets of each 300 modules/activities/experiments (list file available in the form of Annex-I on PSF website) being developed by PSF (In hard as well as soft forms with all rights reserved for procuring agency, i.e. PSF).

2. RFP documents carefully prepared shall only be applied/submitted on EPADS as per provided instructions on or before the closing date (i.e. after 15 days of this advertisement/ publication) by 11:00 am. The proposals will be opened on the same day at 11:30 am in PSF Committee Room, in the presence (online or physical) of the applied bidders.

3. Only EPADS-registered bidders can apply for the tender. Applications other than EPADS will not be considered and entertained.

4. This tender notice may be downloaded from the PPRA website <u>www.ppra.org.pk</u> and PSF website <u>www.psf.gov.pk and EPADS</u>.

Project Director (STEM) Pakistan Science Foundation, 1-Constitution Avenue, G-5/2, Islamabad Phone: - (051) 0912078

#### Pakistan Science Foundation (Ministry of Science & Technology) Islamabad \*\*\*\*

## PSDP "Launching of STEM in Pakistan, Phase-I (Revised)

#### Request for Proposal (RFP) for of Firms for the "Fabrication of STEM Activity Kits"

**1. Pakistan Science Foundation (PSF),** is an autonomous body under the administrative control of federal Ministry of Science and Technology (MoST) and the executing agency for the Public Service Development Program "Launching of STEM in Pakistan, Phase-I, (Revised)", approved by the Departmental Working Party of MoST, Govt of Pakistan, Islamabad.

Main objective of the PSF are;

- Promotion and funding of scientific research and related activities having bearing on socio-economic needs of the country.
- Establishment of Science Centers, Museums, Herbaria & Planetaria.
- Promotion and Popularization of science through Mobile Science Exhibition, Science Fairs, Science Essay, Poster & Quiz competitions, Inquiry Based Science Education (IBSE), Popular Science Lectures and Establishment of Science Clubs in High Schools.

2. Launching of STEM in Pakistan, Phase-I (Revised): Primarily, the project is designed to

achieve knowledge based economy by enhancing capacity of Government sector schools across

the country. Major objectives of the STEM project are;

- To officially launch STEM, the modern tool for promotion of science and technology for Science, Technology, Engineering and Mathematics Education in Pakistan. In the 1<sup>st</sup> phase, the project shall be launched initially in 50 Higher Secondary Schools/Cadet Colleges, 5 Universities across the country, and 1 at Pakistan Museum of Natural History and PSF Science Center Faisalabad (each) making a total of 50 Mini STEM FABLABs and 7 Hi STEM FABLABs and 1 at PSF under STEM PSF Academy.
- To prepare a critical mass of science teachers as STEM-Mentors and Innovation Handlers, capable of harnessing the disruptive innovation coming out of FABLABS and transforming this phenomenon into socio-economic wellbeing.
- To introduce active learning methods that includes communication, collaboration, problem solving, leadership, creativity.
- To prepare the youth for meeting the incumbent technological needs and challenges facing the country by preparing 21<sup>st</sup> century workforce through STEM.

#### iii. Instructions

- 1. Procedure for Proposal: Interested and well reputed firms, suppliers, companies, and manufacturers, registered with Securities and Exchange Commission of Pakistan (SECP)/ other registration authorities, having NTN/IT, GST name in Active Taxpayers List (ATL) for "Fabrication of STEM Activity Kits" (In hard as well as soft forms with all copyrights reserved for procuring agency) of international standards for STEM based education of students for 50 Higher Secondary Schools/Cadet Colleges, 5 Universities across the country, Pakistan Museum of Natural History, PSF Science Center Faisalabad, and at STEM Academy under PSF making a minimum of 22,500 (increase or decrease in quantity with respect to cost element & experimental requirements). STEM activity Kits consist of 75 sets of each 300 modules/activities/experiments (list file available in the form of Annex-I on PSF website) being developed by PSF. The STEM activity kits include hands-on, sophisticated/one of its kind, software-based and collaborative STEM activity kits related to Biology, Physics, Chemistry, Computer Sciences, Mathematics, & other science subjects of 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> grades. PSF will hand over the modules/list to the bidder upon which STEM activity Kits will be developed. The Firm/bidder shall complete and carefully prepare the proposal documents and apply/submit online on the EPADS portal of PPRA in accordance with instructions in RFP documents in all respects along-with relevant documents as per PPRA rules.
- 2. Selection Process: Two Stage Two Envelope procedure will be adopted for selection of the firm/bidder for "Fabrication of STEM activity Kits" of international standards. Bidders shall submit the tender documents online on the EPADS portal of PPRA (hard copies are also requested along with an undertaking that the same copy has been uploaded to EPADS, as only the EPADS submission will be considered in the evaluation). The proposal will be opened at the date and time mentioned in the tender notice. All the received proposals will be evaluated and no amendments or changes will be allowed in the proposals after opening.
- **3.** Mode of submission of documents: The proposals should be submitted online on EPADS portal of PPRA within its stipulated closing date and time on or before the 15 days of the advertisement of this tender. It should be addressed to the "Project Director (STEM), Pakistan Science Foundation, 1-Constitution Avenue, G-5/2, Islamabad, Phone:- (051) 0912078".
- **4. Opening of online submitted proposals:** The received proposals through EPADS will be opened by the authorized committee on the same day in the PSF Committee Room, in the presence (online or physical) of the applied bidders. Representatives, present in the

proposal opening meeting shall mark online attendance sheet evidencing of their presence. If any holiday is announced by the Govt. of "Force Majure Situation", the proposals will be opened on the next working day or as intimated by the PSF.

- **5.** PSF may request to any one or all firms for clarification of the contents, prototype or sample of kits provided by the firms. Response of that clarification should be in writing and should be sent within 24 hours, any delay in providing clarification of such information will not be considered.
- 6. If a proposal is not substantially aligned to the terms & conditions/particulars of this document, it will be rejected by PSF and may not subsequently be made responsive by the firm by correction of the non-conformity. A proposal once opened in accordance with the prescribed procedure shall be subject to only those rules, regulation and polices that are in force at the time of issue of notice for invitation of proposals.
- 7. Applicants will be informed, in due course, of the evaluation result.

## iv. <u>COVERING LETTER FOR SUBMISSION OF PROPOSALS</u>

To: Project Director (STEM) Pakistan Science Foundation Islamabad.

Dear Sir,

We, the undersigned, offer to provide the services of our company/firm to Pakistan Science Foundation for **"Fabrication of STEM Activity Kits"** as per details in the attached in accordance with your RFP documents.

Yours sincerely,

Authorized Signature [*In full and initials*]: Name and Title of Signatory: Name of Firm: Address: Date:

## v. <u>Mandatory documents</u> (To be attached with the Proposal)

(Please attach and submit copy of this page with the Proposal after duly completing the "Response" Column along-with all the required documents)

| #   | Particulars   | Remarks   | Response<br>Yes/No |
|-----|---|-----------|--------------------|
| 1.  | Covering Letter   | Mandatory |                    |
| 2.  | Having nationwide presence/offices (with office in Islamabad/Rwp, mandatory) with complete address & active landline and fax numbers  | Mandatory |                    |
| 3.  | Complete Profile / Introduction of bidder's company/firm<br>(including name of Chief Executive, Partners, Director,<br>Professionals)   | Mandatory |                    |
| 4.  | Copy of CNIC of CEO/Authorized person   | Mandatory |                    |
| 5.  | Copy of Certificate of Incorporation from SECP, PEC or<br>Registration from Registrar of Firms or undertaking of<br>establishment in case of sole proprietor /partnership deed    | Mandatory |                    |
| 6.  | Proof of the Age of the Firm (minimum 3 years)  | Mandatory |                    |
| 7.  | Copy of valid NTN Certificate with proof of name in ATL   | Mandatory |                    |
| 8.  | Copy of valid STRN Certificate with proof of name in ATL  | Mandatory |                    |
| 9.  | Bank Account Statement (for last two years (i.e., 2021-23) with minimum annual transaction of PKR 10 million).  | Mandatory |                    |
| 10. | Affidavit declaring that the Bidder is not blacklisted by any<br>Government department/agency and no inquiry is ongoing<br>against the bidder in NAB (on Stamp paper worth Rs.50) | Mandatory |                    |
| 11. | List of similar completed and ongoing projects. Copies of<br>Work orders/Job Completion certificate.  | Mandatory |                    |
| 12. | Detail of all staff members   | Mandatory |                    |

I / we hereby confirm that required documents are provided with the Proposal and information contained in this proposal is correct and true.

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# **TECHNICAL EVALIATION CRITERIA:**

The firm should submit copy of this page of RFP duly signed and stamped along with the Proposal, otherwise the proposal is liable to be rejected

| #    | Particulars                      |                                     | Maximum<br>Marks | Marks<br>Obtained |
|------|----------------------------------|-------------------------------------|------------------|-------------------|
|      |                                  |                                     |                  | (for official     |
|      |                                  |                                     |                  | use only)         |
| 1.   | Location of Offices with         | Islamabad/Rwp H/O= 5 marks          | 10               |                   |
|      | complete address & active        | $1^{st}$ Sub-Office in ISB/RWP = 2  |                  |                   |
|      | landline and fax numbers         | $2^{nd}$ or other Sub-offices = 3   |                  |                   |
| 2.   | Age of the firm                  | Minimum three years of age          | 10               |                   |
|      | (not less than 03 years)         | 2 points for each year after        |                  |                   |
|      |                                  | minimum age of firm and maximum     |                  |                   |
|      |                                  | 10 points for 5 years or above      |                  |                   |
| 3.   | Bank Statement for last two      | Transaction during last one year is | 15               |                   |
|      | year (i.e. 2022-24)              | Minimum Rs.10 million = 5 marks     |                  |                   |
|      |                                  | Between 10-20 Million = 7 marks     |                  |                   |
|      |                                  | Above 20 Million = 15 Marks (Max)   |                  |                   |
| 4.   | Proof/Receipts of Income Tax     | One year = 5                        | 10               |                   |
|      | Returns for last two years (i.e. | Two years = 10 (Maximum)            |                  |                   |
|      | 2021-22, 2022-23)                | (5 marks for each year)             |                  |                   |
| 5.   | Audited Accounts Statement       | One year = 7                        | 15               |                   |
|      | for last 2 years (i.e. 2021-22,  | Two years $= 8$                     |                  |                   |
|      | 2022-23)                         | (15 marks Maximum)                  |                  |                   |
| 6.   | Detail of similar projects and   | Marks for each project;             | 40               |                   |
|      | services undertaken              | Up-to 2 million = 5                 |                  |                   |
|      | (Attach brief of the projects    | Up-to 4 million = 6                 |                  |                   |
|      | with proof of completion         | Up-to 6 million = 7                 |                  |                   |
|      | certificates)                    | Up-to 8 million = 10                |                  |                   |
|      |                                  | Above 10 million = 12               |                  |                   |
| Tota | al                               |                                     | 100              |                   |

Note: The firm fulfilling all mandatory requirements and obtaining minimum 65 marks in the above technical evaluation will be considered as qualified, provided that all other terms and conditions prescribed in this document are fulfilled. Only technically qualified firms would be asked to submit the Financial Proposal.

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# vi <u>Format for Brief Introduction of the Bidder</u>

| #        | Particulars                                   | Response  |
|----------|---|---|
| 1        | Name of the Bidder/Firm                       |   |
| 2        | Date of Establishment -                       |   |
| 4        | Owner / CEO /Director Name                    |   |
| 5        | NTN No.                                       |   |
| 6        | Mailing Address:                              |   |
| 7        | Contact (Landline & Cell NO.)                 |   |
| 8        | Fax No(s).                                    |   |
| 9        | Email Address                                 |   |
| 10       | GST No.                                       |   |
| 11       | Bank Name & Account No. along with            |   |
|          | title of Account.                             |   |
| 12       | Corporate Status                              |   |
| 13<br>14 | Attachments :<br>Any other relevant documents | List of all documents attached with the<br>proposals<br>Please attach |
| 14.      | Any other relevant documents                  |   |

Company's Stamp

# vii. <u>Scope of Work (Fabrication of STEM Activity Kits)</u>

The firm should prepare a work plan for the following assignment and submit with the proposal, otherwise the proposal is liable to be rejected. (Keeping in view that all STEM activity Kits will be delivered all over Pakistan)

| #   | Particulars                       | Qty/Remarks   |
|-----|-----------------------------------|---|
| 1.  | Standard of STEM Activity         | International   |
|     | Kits-                             |   |
| 2.  | Language (for Brochure Stickers)  | English and Urdu  |
| 3.  | Number of STEM activity Kits      | Minimum 22,500 (increase or decrease in quantity  |
|     |                                   | with respect to cost element & experimental   |
|     |                                   | requirements) STEM activity kits consist of 75 sets   |
|     |                                   | of each 300 modules / activities / experiments being  |
|     |                                   | developed by PSF (For 9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> , 12 <sup>th</sup> , grades). |
| 4.  | Areas/disciplines to be covered   | Physics, Chemistry, Biology, Computer Science,  |
|     | by STEM activity kits             | Mathematics and other science disciplines.  |
| 5.  | Brochure/sticker and              | Brochure/sticker MoST/PSF and STEM logos  |
|     | Instruction manual                | watermarks will be pasted/embossed/ engraved on   |
|     |                                   | STEM Kit Box and instruction manual will be placed  |
|     |                                   | inside the STEM kit box. (as per sample provided by   |
|     |                                   | PSF in Annex-I)),   |
| 6.  | Packaging of STEM activity        | Portable and durable packaging as per international   |
|     | kits                              | standards embossed/engraved with MoST/PSF and   |
|     |                                   | STEM logos.   |
| 7.  | Software based STEM activity      | Software based STEM kits (with Most/PSF and   |
|     | kits                              | STEM logos watermarks) will be provided in USB  |
|     |                                   | drive with brochure and instruction manual.   |
| 8.  | Provision of STEM activity        | In soft form, in hard form and in combined form   |
|     | kits to the hiring agency         | (where applicable).   |
|     |                                   | Copy rights will be reserved by the procuring agency  |
|     |                                   | i.e. PSF  |
| 9.  | STEM activity Kits durability     | Durable for long time, repeatable\multi-time  |
| 10  |                                   | useable.  |
| 10. | Approach for each kit             | Integrated approach as universally acclaimed STEM   |
| 11  | Learning Outcomes                 | activities/requirements   |
| 11. | Learning Outcomes                 | Specific Learning Outcomes  |
|     |                                   | General Learning Outcomes and<br>Additional Learning Outcomes   |
| 12. | Provision of trainings            | Provision of training at PSF, PMNH, provisional   |
| 12. | 1 TOVISION OF WAININgs            | Headquarters and any other venue decided by PSF   |
|     |                                   | on STEM activity kits to ensure the working and   |
|     |                                   | performance results of STEM kits after the delivery   |
|     |                                   | of STEM activity Kits.  |
| 13. | At least five (05) Sample kits (1 | hardware based) and five (05) Sample kits (software-  |
| 13. | -                                 | d be attached with the proposal bid.  |
| L   | , J                               | 1 1   |

# (Important Note:

**1.** Specifications/working of the STEM activity kits should be according to the modules developed by PSF and keeping in view the PC-I allocation.

**2.** The quoted rate lump-sum and cost including all direct or indirect cost, technical support of other resources must be included.

**3.** All the applicable govt. taxes would be deducted at the time of making payment.

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| # | Clients /<br>Organization | Description of Project | Place /<br>City | Overall<br>Approx.<br>Cost of<br>Project | Duration | Completion<br>Year or<br>Ongoing |
|---|---------------------------|------------------------|-----------------|--|----------|----------------------------------|
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Use extra sheet in the same format (if required).

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# ix. <u>List of Clients</u>

I / We have provided supplies / services to following **Clients** (along with their details):

| # | Category | Clients / Organization<br>Served | Concerned Officer of<br>Client / Organization<br>(if available) | Contact No. / Email<br>(if available) |
|---|----------|----------------------------------|---|---------------------------------------|
|   |          |                                  |   |                                       |
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# x. <u>Details of Staff</u>

| #        | Name | Designation | Qualification | Years of Experience |
|----------|------|-------------|---------------|---------------------|
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# xi. List of Offices with Contact Persons

| # |  | Contact<br>Address | Contact No. |
|---|--|--------------------|-------------|
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Use extra sheet in the same format (if required).

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#### xii. TERMS & CONDITIONS

## **Terms & Conditions for Bidders**

- 1. Only EPADS-registered bidders can apply for the tender. Applications other than EPADS will not be considered and entertained.
- 2. The firms, Suppliers, Contractors and Manufacturers with nationwide supplies and contracts with own fabrication facilities will be preferred (if applicable)
- 3. The bidders/firms shall be responsible for complete fabrication, provision of source code, circuit diagram, (where applicable), transportation and working demonstration of each STEM activity kit in Mini STEM FABLABs and Hi STEM FABLAB at designated locations across the country.
- 4. The bidder will design each prototype in accordance with the specified modules/activities being developed (an ongoing process) by PSF team, in consultation with PSF officials, and obtain approval for each prototype from PSF upon finalization.
- 5. Unit cost of the each fabricated STEM activity kit will be finalized based on the approved model of the each prototype before scaling up for mass production and future/extended orders will also be processed at the same cost initially finalized.
- 6. The tender will be awarded to bidder based on items/STEM activity kits offering the lowest unit price for each activity kit on aggregate basis.
- 7. The bidder must provide minimum one year performance warranty (where applicable) of the STEM activity kits in terms of replacement/repair of a part or whole kit and all other items and free replacement of the kit for one year from the supply date of the kit and one-time training on that STEM kit to PSF Officials/Master Trainers at PSF/PMNH/Provisional Headquarters.
- 8. The quantity of STEM activity kits, modules and number of sets can be adjusted by PSF as needed, either increased or decreased. The number of STEM Kits in each set may varies from one unit to multiple in numbers with respect to cost element & experimental repetition/requirement.
- 9. The bidder/firm will work to the satisfaction of PSF for designing, standardizing, optimizing the prototypes of STEM activity kits and bringing them to international standards.
- 10. The bidder/firm will work in assistance of the PSF STEM team and experts at PSF for finalizing the STEM activity kits.

- The bidder/firm shall help in training the STEM teachers and master trainers on these STEM activity kits.
- 12. Procuring agency i.e. PSF reserves all the copyrights of the fabricated STEM activity kits (from prototype to the commercial scale) and the STEM activity kits will be the intellectual property of the PSF.
- 13. The developed STEM activity kits cannot be developed for any other organization/School/Education system without the prior written permission of PSF.
- 14. The Firm/Bidder shall provide services to the STEM Team after the provision of STEM activity kits. The services include any changes in the developed STEM activity kits as per the advice/suggestions of the PSF STEM team.
- 15. Firm/Bidder will complete the order within stipulated time initially decided or agreed.
- 16. The supplies will only be deemed as "delivered" and qualify for invoice if it has been delivered to the specified address/destination without any damage/loss.
- 17. STEM activity kits must be fabricated from nontoxic, ecofriendly, and child/user friendly materials without compromising on quality and international standards.
- 18. Only those prototypes will be developed on mass/commercial scales that will be approved/finalized by PSF in writing.
- 19. The firm shall design and develop the stickers, brushers and manuals (with logos & watermark of MoST, PSF & STEM) for students in accordance with the STEM activity kit.
- 20. Detail of any arbitration / litigation (If any) of similar proceeding against Government / Autonomous / Private body showing extent and results may be enclosed.
- 21. The participants must submit valid NTN certificate, valid GST certificate (if applicable), and list of clients with contact person (regular and occasional) on PSF specified format.
- 22. Payment to supplier/s will be made in the form of cross Cheque after deduction of applicable Government Taxes.
- 23. The bid documents should be submitted online through EPADS portal of PPRA, within 15 days of publication of this advertisement. These bids will be opened on the same day at 11:30 am. In this Two Stage Two Envelop procedure, only the technically qualified will be requested later to provide Financial Proposal.
- 24. PSF will not consider any proposal from the bidder who is blacklisted or declared defaulted by any forum/organization. The Firm/Bidder should provide affidavit that it is not blacklisted nor it will resort to any litigation regarding the tendering/procurement procedure.

- 25. Partial Delivery/Partial Payment will be allowed subject to undertaking by the firm to complete the whole consignment/STEM activity Kits within a specified time.
- 26. The bidder will start the task, on receipt of written Purchase/Work Order from PSF in accordance with the given terms, conditions and specifications.
- 27. Incomplete proposals or those received after due date and time will not be entertained.
- 28. PSF reserves the right to cancel the process or reject one or all bids on the basis of technical reasons mentioned in the Tender Documents.
- 29. Performance Guarantee in shape of bank guarantee of 5% of contract value would be applicable for the successful bidder, where it is applicable.
- 30. The qualified bidders/firms would submit 2% of the bid amount as earnest money in shape of DD/PO in favor of PSF, STEM at the time of submission of Financial Proposal.
- 31. In case of any dispute, the case will be referred to the Chairman, PSF who will be sole arbitrator and his decision will be binding on both parties.

**Company's Stamp** 

Signature with date

# For further information and clarification, please contact:

To, Project Director (STEM) Pakistan Science Foundation 1-Constitution Avenue, G-5/2 <u>Islamabad</u>. 051-0912078 \*only for successful bidder. No need to submit this part.

#### xiii. (LEGAL PART) SCHEDULE - F TO BID

## 1. (INTEGRITY PACT) DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.

Payable by the suppliers of goods, services & works in contracts worth Rupees. 10.00 Million or more

| Contract No.:   |  |
|-----------------|--|
| Dated:          |  |
| Contract Value: |  |
| Contract Title: |  |

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

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

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

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

Not with standing any rights and remedies exercised by GOP in this regard, <u>[Name of Supplier]</u> 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 [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

| Name of Employer: | Name of Contractor/Supplier: |  |
|-------------------|------------------------------|--|
| Signature:        | Signature:                   |  |
| [Seal]            | [Seal]                       |  |

## xvi. PERFORMANCE SECURITY BOND (Bank Guarantee)

| Guarantee No.                                |  |
|--|--|
| Executed On                                  |  |
| Expiry Date                                  |  |
| (Letter by the Guarantor to Pakistan Science | e Foundation, PSF)                                 |
| Name of Guarantor (Scheduled Bank in Pak     | istan) with address:                               |
|  |  |
| Name of Principal (Contractor) with address  | s:   |
| Penal Sum of Security (express in words and  | d figures)   |
| <br>Letter of Accentance No                  | Dated  |
| Letter of Acceptance No                      | Dated  |
| KNOW ALL MEN BY THESE PRESENT                | ΓS, that in pursuance of the terms of the Bidding  |
|  | ance (hereinafter called the Documents) and at the |
| request of the said Principal we, the Guaran | ntor above named, are held and firmly bound unto   |
| the (hereinafter called PSF)                 | in the penal                                       |
| sum of the amount stated above, for the payr | ment of which sum well and truly to be made to the |

PSF, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted

the PSF's above said Letter of Acceptance for (Name of Contract)

\_\_\_\_\_for the

(Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the PSF, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We \_\_\_\_\_\_, (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the PSF without delay upon the PSF's first written demand without cavil or arguments and without requiring the PSF to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the PSF's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to PSF's designated Bank & Account Number.

PROVIDED ALSO THAT the PSF shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the PSF forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

| Guarantor (Bank)    |                            |
|---------------------|----------------------------|
| Witness:<br>1. Name | Signature                  |
| (Tittle & Address)  | Corporate Guarantor (Seal) |
| 2. Name             | Signature                  |
| (Tittle & Address)  | Corporate Guarantor (Seal) |