

HEAVY INDUSTRIES TAXILA



Bid No. 5126/RT-3020/2023-24/FOB/GF/Proc dated 8 January 2024

Standard Bidding Document (SBD)

for

Refurbishment of Straightening Press
(Single Stage Two Envelope)

FOB

PROCUREMENT DIRECTORATE HIT TAXILA
TAXILA CANTT

Bid Submission Date 9 July 2024 at 1030 hours

Bid Opening Date: 9 July 2024 at 1100 hours

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HEAVY INDUSTRIES TAXILA
TENDER NOTICE

1. Sealed tenders are invited from reputed firms possessing NTN Certificates for supply of under mentioned items. Procurement will be carried out in the light of PPRA and MoDP rules: -

Tender No	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection of Tender Documents	Date and time of Tender	
						Submission	Opening
5126/RT-30 20/2023-24/ FOB/GF/Proc c dated 8 January 2024	Refurbishment of Straightening Press Detail as per Appendix I to Annexure A	Nos	01	8 months after signing of contract	Tender available on PPRA website	9 July 24 at 1030 hours	9 July 24 at 1100 hours

Note: Annexure if not found can be obtained from Procurement Directorate at on working day.

2. Bidder must submit the following document along with check list attached at Section - C at time of submission of tender: -

- a. Photocopy of Registration / Pre-qualification / Indexation letter issued by the HIT.
- b. Attested copy of Registration certificate issued by Sales Tax Department, copy of NTN certificate.
- c. Audit report of last 3 x FYs.
- d. Attested Bank Statement for last one year.
- e. Attested copy of CNIC of MD.
- f. Trade link between firm and OEM (in case of distributor / agent).
- g. Certificate on a judicial paper worth Rs 100 duly attested by Oath Commissioner that firm is neither defaulter nor blacklisted by any Govt Org directly or indirectly.
- h. Detail of list of contracts last 3 x FYs / works experience with Govt / Semi Govt Org.
- i. Copy of registration letter with Govt / Semi Govt organization (if any).
- j. Postal order of Rs 2,000/- should be enclosed with Technical Bid in favour of Managing Director Gun Factory.

For further Information

Tel: (051) 9315333 Ext 63215

Fax: (051) 9315029

E-Mail: dirprocde@hit.gov.pk

HEAVY INDUSTRIES TAXILA



Bid No. 5126/RT-3020/2023-24/FOB/GF/Proc dated 8 January 2024

For
Refurbishment of Straightening Press
INVITATION TO BIDS

Date: ____ May 2024

1. This Invitation to Tender (IT) follows the Procurement Notice (PN) or Procurement Advertisement (PA) for the subject procurement which will appeared in 2 x newspaper (1 x English and 1 x URDU) on ____ May 2024.
2. The Heavy Industries Taxila now invites sealed bids from eligible Suppliers for **Refurbishment of Straightening Press**. The complete original bid (technical & commercial) along with 1 x copy of technical bid, properly filled in, and enclosed in sealed envelope(s) must be delivered as under: -

<u>Ser</u>	<u>Activity</u>	<u>Response</u>	<u>Remarks</u>
a.	Bid submission	10:30 hours 9 July 2024	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours 9 July 2024	Venue Procurement Directorate HIT Taxila
c.	Pre-bid meeting	N/A	Venue Procurement Directorate HIT Taxila
d.	Bid submission address	Gate - 5, Heavy Industries Taxila, Taxila Cantt	Tender Box Available at Gate No 5, Drop Tender document in Tender Box before deadline.

3. All bids must be accompanied by a Bid Security / Earnest Money in the form of Call Deposit Receipt (CDR), Bank Draft (BD) or Pay Order (PO) in favour of Director Procurement, Heavy Industries Taxila as per the instructions provided in this IT.
4. Firms shall nominate a Lead Member / authorized representative, on the firm's letterhead, with authority to conduct all business for and on behalf of the firms during the bidding process, and in case of award of contract, during the execution of contract.
5. Appointment of the Lead Member shall be subsequently confirmed by submission of a

valid Power of Attorney before signing of the contract by the firm winning the contract.

6. This IT consists of **55 x pages** and comprises following forms: -
 - a. **Section - A**. Invitation letter and general instructions to the firms.
 - b. **Section - B**
 - (1) **Part - I**. Bid Data Sheet
 - (2) **Part - II**. General terms / conditions governing the contract
 - (3) **Part - III**. Standard Terms and condition / technical specifications.
 - c. **Section - C**. Firms' response as well as essential forms to be submitted.
7. Firms will fill and return, with their offers, the forms Section - B, Section - C and the questionnaires duly stamped / signed by the authorized person / signatory.

Yours faithfully,

Deputy Assistant Director (Procurement)
Procurement Directorate
Heavy Industries Taxila, Taxila Cantt

GENERAL INSTRUCTIONS

Mandatory Conditions for the IT

1. This IT contains some **MANDATORY CONDITIONS** (marked in bold capitals), which if not agreed in essence shall render the offer Null-and-Void without any legal ramification to the offered. No counter-offer of any **MANDATORY CONDITION** shall be accepted.

- a. No reference, written / oral will be made in the Bidding Documents or during the bidding process, of any previous contract concluded between the firm and the Procuring Agency or the firm with any other Procuring Agency inside or outside the territory of Pakistan.
- b. Any deviation (except for the **MANDATORY CONDITIONS**) due to non- acceptance of IT conditions should be highlighted along-with the firm's changed offer / conditions. Bid may, however, be liable to rejection due to non-acceptance of any one or more conditions outlined by the Purchaser in this IT.

Eligibility of Firms

2. The bidding shall be conducted in line with the procedure as elaborated in the DPP&I-35 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the MoDP (from time to time) and is open to all the potential bidders. Eligibility criteria laid down in the DPP&I-35 will be followed strictly. Key points are as under: -

- a. **Ineligible Countries**. India and Israel.
- b. **Ineligible Firms**. A firm will be ineligible if: -
 - (1) Declared bankrupt / insolvent;
 - (2) Payments in favour of the firm is suspended in accordance with the judgment of a court of law;
 - (3) Legal proceedings are instituted against a firm involving an order suspending payments and which may result in declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - (4) The firm or its management / administration is convicted, by a final judgment, of any offence involving professional conduct;
 - (5) Firm is blacklisted and debarred due to corrupt and fraudulent practices, or performance failure or breach of bid securing declaration.
 - (6) A firm which has defaulted on two or more contracts with any of the Services HQ and DPEs until the satisfactory conclusions of the contract.

Note: Administrative / legal action will be taken against an ineligible firm, if it participates in the tender.

Preparation and Delivery of Bid

3. **Validity of Bid (MANDATORY Condition)**. Bids shall be valid for **180 days** extendable to **60 days** from the date of opening of the Financial Proposal. This must be indicated in the Technical as well as the Financial Proposals.

4. **Late Submission**. Bids received after the appointed time will **NOT** be entertained and regarded as "POST BID OFFER". The appointed time will, however, fall on the next working day in case of closed / forced holiday. HIT will not accept any excuse of delay occurring in the post.

5. **Delivery of Bids**. The firms shall submit offer in two separate envelopes i.e. Technical Proposal envelope, Financial Proposal envelope.

- a. **Technical Proposal**. The offer should contain all the relevant specifications along with **01x copy** without prices. "Technical Proposal", "Tender Number" and "date of

opening” should be clearly marked on the face of the envelope. **Soft copy** of the Technical Proposal will be provided inside the Technical Proposal envelope. Copy of the muted bid security / Earnest Money envelope (**hiding the actual amount**) will be placed inside the “Technical Proposal” envelope.

- b. **Financial Proposal.** Only one copy of the offer (in original) indicating prices quoted in figures as well as in words along-with essential literature / brochure as per itemized cost for format at “Schedule to Price Section - B” be provided. “Financial Proposal”, “Tender Number” and “date of opening” should be clearly marked on the face of the envelope. The **actual bid security / Earnest Money** showing the amount will be placed inside the envelope of the “Financial Proposal”.
- c. Both these offers will be sealed in separate envelopes, each bearing the stamp / signature of the bidder. Thereafter both the envelopes (**Technical Proposal and Financial Proposal**) along with the Bid Security envelope will be placed in one envelope (**second cover**) duly sealed, stamped, and signed. This cover should bear the address of Heavy Industries Taxila, RT number and date, and RT opening date. This envelope will be further placed in another cover (third cover), addressed as following address without any indication that there is a bid within it: -
- To: Lieutenant Colonel
Assistant Director (Procurement) - **Tender Document**
Gate No 05, Heavy Industries Taxila
Tel: (051) 9315333 Ext 63215
Fax: (051) 9315029
E-Mail: dirprocde@hit.gov.pk
- d. **Postal Order.** Postal order of Rs 2,000/- should be enclosed with Technical Bid in favour of Managing Director GF.

Participation and the Opening of IT

6. **Participation in Bid Opening.** IT will be opened in the presence of the firms, who choose to attend on the assigned time, date and place.
- a. Firms should send a representative with the knowledge of the content of the Bid who shall verify the information read out from submitted documents. Failure to send a representative or to point out any un-read Information by the firm's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bid.
 - b. Representative should be a responsible authority and permitted signatory, competent to negotiate and sign the contract on the behalf of the supplier / firm, if required.
 - c. The firms' representatives shall sign attendance sheet as proof of their attendance. Omission of firm's signature on the record shall not invalidate the contents and affect the record.
7. **Opening of Tender.** Tender will be opened as per the procedures laid down in DPP&I-35 / HIT and at least thirty (30) minutes after the time specified for the submission of tender. In case of closed / forced holidays, tender opening time will be considered the same on the next working day.
- a. Technical Proposal i.e. without prices will be opened on the day of tender opening and will be sent for the Technical Scrutiny.
 - b. The “Financial Proposal” will be opened, when the Technical Proposal is accepted by the technical authorities. The date of opening for “Financial Proposal” will be intimated to the firm in advance.
 - c. The Financial Proposal will be returned to the firm un-opened along with the Bid Security / EM if the Technical Proposal is not technically accepted.
8. **Withdrawal of Offer.** Bidder cannot withdraw the offer before signing of the contract and

within the validity period of offers. Any firm withdrawing its offer within the validity period can be placed under embargo for upto three year and the Bid Security / EM will be forfeited. Any change in the original IT condition will also be construed as withdrawal of offer.

9. **Rights Reserved.** HIT reserves the full rights to accept, reject or cancel all the offers including the lowest without assigning any reason.

Acceptance of Bids

10. Bids technically approved by the Technical Scrutiny Committee will be accepted. In addition, Bids not opened and not read out at the tender opening shall not be considered further for evaluation.

Bid Security / Earnest Money (EM)

11. The Bid Security / EM will be in the form of a CDR / Bank Draft / Pay Order in the favour of Director Procurement, Heavy Industries Taxila, for the amount in Pakistan Rupees for FOR cases or equivalent US\$ for FOB cases. Bid Security in the form of crossed cheque / cheques shall be liable for rejection. Rates are as under: -

- a. **Prequalified/Registered/ Indexed Firms/ Pre-qualified Firms.** 2% of the quoted value subject to the maximum ceiling of Rs. 0.500 million.
- b. **Pre-qualified/Registered/ Pre-qualified but Un-indexed Firms.** 3% of the quoted value subject to the maximum ceiling of Rs. 0.750 million.
- c. **Unregistered/Un-indexed Firms.** 5% of the quoted value subject to the maximum ceiling of Rs. 1.000 million.

12. The muted Bid Security / Earnest Money envelope will be opened with the Technical Proposal. Technical Proposals received without Bid Security/Earnest Money or not as per the stipulated amount shall be liable to rejection.

13. **Return of Bid Security / Earnest Money.** In case a firm not qualifying during the technical scrutiny, its Financial Proposal (unopened) along with the Bid Security/ Earnest Money will be returned within 60 working days on receipt of the Technical Scrutiny Report. In case a firm qualifies during the technical scrutiny, the Bid Security/ Earnest Money will be returned after signing of the contract and on submission as well as confirmation of the Performance Bank Guarantee and Advance Bank Guarantee.

14. **Evaluation of Firm / Qualification Criteria.** Qualified Bidder, with Least Cost will be awarded the Contract Participating firms should meet the scoring criteria described at para 15 of Section - B (Part -I) and detail scoring mentioned at Annexure B.

Pre-qualification/Registration of Firm

15. **Documents.** Details of information to be furnished / attested copies of the documents to be attached with the bids are as under: -

- a. **Firms Registered with the HIT.** A copy of the HIT's registration / renewal letter / indexation/ additional indexation letter as applicable; and the HIT's letter showing their financial capability. Valid Principal / Agency Agreement in case of agent firm.
- b. **Unregistered Firms.** A copy of the Bank Statement of the last one year.
- c. **Local Firms.** A copy of the Registration Certificate issued by the Sales Tax Department, and a copy of the CNIC of MD of the firm. Local firms will mention "Income Tax Number" on the offer.
- d. **Foreign Firms.** Passport copy of the MD of the firm and a copy of the Registration Certificate issued by the respective Department of Commerce authorizing export of offered stores. The foreign firms will mention their Registration Number on the offer.

16. In case a non-prequalified / unregistered / un-indexed firm wins a contract, the firm will

deposit following documents for provisional pre-qualification before the award of the contract: -

Ser	Foreign Supplier
a.	Three filled copies of SVA-8124 particular of firm.
b.	Three filled copies of SVA-8124-A of each member of management.
c.	Three photocopies of resident card or equivalent identification card for each member of management.
d.	Three PP size photographs for each member of management.
e.	Challan Form (*).
f.	Financial Standing / Audit Balance Sheet.
g.	Photocopy of Passport.
h.	Authorization letter from the MD/ CE in case contract is being signed by another person on his behalf.
i.	Agency Agreement in case of trading house/ company/ exporter/ stockiest etc.

Note:

(*) Original copy of challan form for local suppliers / firms for Rs 7500/- is to be deposited in the Govt treasury against account no. Main Head-21, Sub Head-"A", Miscellaneous Code Head (0189407) in any of the branches of National Bank of Pakistan or the State Bank of Pakistan.

17. Provisionally pre-qualified firm will apply to the Registration Section (Procurement Directorate, HIT) for formal registration / indexation within one month after signing of the contract along with receipt copy of **challan form for Rs.7500/-** (in original) deposited into the Govt treasury for local firm and US\$ 100/- for foreign firms. In addition, all other documents required as per the initial registration will be submitted by the Suppliers. In case of failure on the part of provisionally registered suppliers / firms not to submit the required documents or complete other required formalities for its formal registration, then suppliers / firms will not be allowed to participate in future tenders.

18. **Liaison Office (in Pakistan).** All the foreign firms, which are neither registered with HIT nor represented by a local agent, may establish a liaison office in Pakistan and get it registered with the HIT. Liaison office will only be registered for a valid and ongoing contract for the ease of correspondence, better interaction, coordination and for smooth execution of already awarded contract.

19. **Disqualification.** Offers are liable to rejection, if: -

- a. Offer is made through Fax / Email / Cable / Telex.
- b. Received later than appointed / fixed date and time or contradicting to binding terms; or
- c. Not agreeing to the **MANDATORY CONDITIONS** of this ITB.
- d. Offers are found conditional or incomplete in any respect.
- e. Postal order as per para - 5d above is NOT attached with the offer.
- f. **Section - B** and **Section - C** duly signed and stamped by authorized signatory are NOT received with the offers.
- g. Manufacturer's relevant brochures and technical details on major equipment assemblies are NOT attached in support of specifications; or
- h. If the Agency Agreement is expired (for agent firms only) provided that OEM confirms on its letter head that it is under process and being issued to the same agent firm within a specified timeframe before signing of the contract. Also see relevant clauses of the DPP&I-35 dealing with the registration of an agent firm and the Agency Agreement.
- i. Bid Security NOT mentioned in the Technical Proposal.

- j. If validity of offer is NOT quoted as specified in para-3 above or made subject to confirmation later.
- k. Tender specifications / requirement not conforming in general (except **MANDATORY CONDITION**) which have to be agreed.
- l. Multiple offers.
- m. There is any deviation from General /Special / Technical Instructions provided.
- n. Offers (Financial / Technical) containing non-initialed / unauthenticated amendments / corrections / overwriting.
- o. All applicable taxes and duties, freight / transportation and insurance charges (in case of C&F / CIF / CIP etc) are NOT indicated separately as per required price breakdown mentioned at **Annexure C to Section - B**.
- p. Multiple rates are quoted against one item.
- q. The Financial Proposal against FOB / CIF tender quoted in local currency.
- r. If offer is found to be based on cartel action in connivance with other sources / participants of the tender.
- s. In case breakup cost / conditions of offer are not as per IT conditions (refer to **Annexure C to Section - B**).
- t. If OEM and Principal's names and complete addresses are not mentioned.
- u. Authorization from the OEM to the agent to sign the contract on his behalf (for agent firms only).

Official Secret Act / Non-Disclosure Agreement

20. All matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secret Act, 1923. The firms are requested to ensure complete secrecy regarding the documents and the stores concerned with the enquiry and to limit the number of employees having access to this information. The bidder / supplier will sign Non-Disclosure Agreement as per format at **Annexure D** to this ITB.

Redressal of Grievances

21. Any bidder feeling aggrieved by any act of this Procuring Agency after submission of bid and prior to the award of contract may lodge a written complaint to the Grievances Redressal Committee (GRC) constituted by the Procuring Agency under Rule-48 of PPRA -2004. Composition and procedure of the GRC is as under:-

- a. **Composition**
 - (1) **President**. Director Technical (Dir Tech)
 - (2) **Members**
 - (a) Member Finance (MF)
 - (b) Director Procurement (Dir Proc)
 - (c) MD Gun factory
- b. **Procedure**
 - (1) Bidder may lodge a written complaint addressed to (Director Procurement) not later than fifteen days after the announcement of bid evaluation report under **Rule - 35 of PPRA - 2021**. Complaint received 15 days after the announcement of Bid Evaluation Report will not be entertained.
 - (2) Decision of GRC shall be intimated to the complainant within 15 days of filing the written complaint.

- (3) Decisions of the GRC shall be binding on all the parties.
- (4) Bidders lodging an appeal must be clear that act of lodging a complaint shall not warrant suspension of procurement process.
- (5) Firm having mala fide intentions of undermining the procurement process by lodging a complaint shall be liable to disciplinary action.
- (6) Firms will highlight specific grievance in the complaint to be addressed and will avoid unnecessary blame game.
- (7) Complaint must be personally signed by the authorized signatory and must be delivered through registered mail on the address mentioned in this document.

Miscellaneous

22. **Visit of Firm's Representative to Factory for Checking/ Analyzing Machine.** Firm's representative may visit factory premises for physical inspection & understanding of machine after prior intimation to focal person (WM Nauman Ahmad, contact no. 051-9315827)
23. **Address.** Address for submission of Bids and lodging complaints to the GRC is as under:-
 - a. **Submission of Bid:-**
 Lieutenant Colonel Rizwan Haider
 Assistant Director (Procurement)
 Gate No 5 (Tender Document)
 Heavy Industries Taxila, Taxila Cantt
 Tel: (051) 9315333 Ext 63215
 Fax: (051) 9315029
 E-Mail: dirproccte@hit.gov.pk
 - b. **Lodging complaints:-**
 Brigadier Muhammad Khalid Hayat
 Director (Procurement)
 Heavy Industries Taxila, Taxila Cantt
 Tel: (051) 9315333 Ext 63211
 Fax: (051) 9315029
 E-Mail: dirproccte@hit.gov.pk

		valid Agency / Dealership / Distributor Agreement of the OEM, where applicable.	
8.	Unregistered Firms	Unregistered bidders will attach attested a copy of valid Agency / Dealership / Distributor Agreement of the OEM, where applicable, as well as the latest edition of forms SVA-8121 as well as SVA-8121A in case of local firms and forms SVA-8124 as well as SVA-8124A in case of foreign firms.	
Bidding Documents			
9.	Bid validity period	180 days after opening of Financial proposal.	
10.	Copies of RT documents to be submitted	One original along with one copy of technical bid	

(detail scoring mentioned at Annexure B')

		Points	Marks
a. Performance Evaluation			
(1)	Financial Soundness	15	7.5
(2)	Past Experience / Record	15	7.5
(3)	Past Performance	20	10
Sub Total		50	25
b. Technical Evaluation			
(1)	Technical Evaluation Parameters	50	35
Total		100	60

Contractual Aspects and Life Cycle Support

16.	Terms and Conditions of the contract	See Part II to Section - B.
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		these will be completely supplied on discounted rates but not exceeding the ongoing contract rates. The rates offered, however, shall not be increased for at least 24 x months from the effective date of contract.	
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- | | | | |
|-----|---|---|------------|
| (1) | Original Bill of Lading / Original Bill of Lading (signed copy) | - | 3 x copies |
| (2) | Non-negotiable Bill of Lading | - | 3 x copies |
| (3) | Commercial Invoice | - | 3 x copies |
| (4) | Packing List | - | 3 x copies |
| (5) | Inspection Note by PSI team | - | 3 x copies |

6.	Exchange Rate. For all payments in currencies other than US dollars, the rate of exchange shall be the selling rate, prevailing on the date of the release of the payment, as notified by the State of Pakistan on that day.		
7.	Letter of Credit (LC) Charges. LC opening, advising, conformation/ amendment and additional charges in Pakistan and the Supplier's country are to be borne by the Supplier. Bank charges for any subsequent amendment of the LC shall be borne by the party held responsible for it. LC shall be valid until six months after the delivery of the last equipment or completion of the last service whichever is later.		

Guarantee (**Annexure L**) and will be applicable for 12 months.

- d. This warranty period shall be covered by a **Warranty Bank Guarantee** as stipulated in para-4c above.
- e. Warranty period of all items except defective/non-operational shall commence after the issuance of CRV, whereas warranty of defective/non-operational equipment (at the time of commissioning/acceptance) shall commence after rectification of the defect.
- f. Warranty for the faulty equipment/system will be extended for the period from the occurrence of fault till its rectification to the satisfaction of the Purchaser as under: -
 - (1) Warranty will freeze for the entire equipment/system in case any faulty component/sub-system etc renders the entire equipment/system non- operational.

(1) To have any part thereof completed and take the delivery thereof at the contract price,
or

(2) To cancel the remaining quantity.

c. Should the Supplier default i.e. fail to deliver goods in time or as per quality, the terms of the contract or fail to render Bank Guarantee within the stipulated time period or commit any breach of the contract, the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof and the Supplier will be liable to return all the payments of undelivered stores at the rate of 1% above the LIBOR.

- | | | |
|--|---|--|
| | <ul style="list-style-type: none">a. Cancel or terminate the contract as per the termination clause of this IT and purchase undelivered stores from elsewhere at the risk and expense of the Supplier, and/or.b. If the Purchaser agrees with the justification of delay provided by the Supplier, the Purchaser may extend the delivery period without imposing the LD charges. Such extensions will only be limited to two times. Third extension will be with LD.c. LD will be imposed when the Competent Purchase Officer is satisfied that the failure to supply the stores or complete the task within the scheduled delivery/ completion period has been for reasons within the control of the Supplier, and/or if the government has suffered loss for reasons of belated delivery. These LDs, if imposed, will be recovered upto maximum of 2% but not less than 1% (depending on the merit of the case as decided by Procuring agency) of the value of stores/supplied/ completed late per month or a part of a month for | |
|--|---|--|

- | | | |
|---|--|--|
| <p>a. Supplier fails to obtain export licenses from its own government or any third party or the contract has become idle.</p> <p>b. In case the equipment does not meet the design parameters as defined in the contract or not pass the test/trials (FAT/PSI, PoSI/SAT etc) conducted by the Purchaser for consecutive two times, to ensure that the same has been manufactured as per specifications. In such case, the penalty will be 10-15% of the value of the relevant equipment/ items; and the Purchaser will also have the right to out rightly reject the equipment.</p> <p>c. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/ guarantee obligations on Form DPL-15.</p> | | |
|---|--|--|

the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both the parties. Such discussions shall, as far as possible, ensure the defence needs/concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability term and condition substantially alter the underlying intent of the contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the contract, then the parties shall without further delay, meet to consult each other and reach agreement thereon.

- b. Failure by either party at any time to enforce any of the provisions of the contract shall not be considered as a waiver by the party concerned of any such provision or in any way affect

	per Purchaser's right and discretion.		
27.	Arbitration. Disputes (if any) shall be ultimately settled in compliance with the laws of Pakistan.		
28.	Applicable Law, Disputes and Arbitration. Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below: a. The dispute shall be referred for adjudication to two arbitrators one be nominated by each party who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior Court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law. For		

32. **Spare Supportability and Transfer of Technology.** The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: -
- a. Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - b. In the event of termination of production of the spare parts: advance notification to the Procuring Agency of pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
 - c. Following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

	which shall consequently form part of the contract.		
37.	Compensation. If the activities which are on Supplier's account i.e. conduct of PMR, PSIs etc, are not conducted due to any reason, the Supplier shall be liable to compensate the Purchaser in terms of reimbursement of the cost into government treasury or offer additional spares / support or such alternative as proposed by the Purchaser.		
38.	Defence against Supply Chain Attacks on Army Cyber System. In order to safeguard against Supply Chain Attacks on the Pakistan Army Cyber System, the Supplier(s) shall undertake following: - a. EMC Compliance. The contractor will render a certificate for EMC compliances, as per the GSR military/ international commercial standards included in the GSR from accredited EMC testing national/ international lab, failing which the Purchaser will have the right to impose		

	unnecessary, without unreasonable delay carry out the examination, measurement, or testing.		
--	---	--	--

- | | | |
|--|--|--|
| | <p>a. Inspection/testing will be carried out as per terms and conditions of the contract by an inspecting team/inspector as detailed by the inspecting authority on behalf of the Purchaser in accordance with the laid down Acceptance Criteria/Acceptance Test Procedure (ATPs)/ drawings/test standards and specifications. The Supplier will provide on his expenses to the inspection team/inspector, the required testing equipment/facilities.</p> <p>b. The Supplier will provide ATPs at the time of contract negotiations. Buyer will forward observations (if any) on the ATPs within one week to the Supplier. The ATPs will be mutually discussed between both the parties at the Purchaser's country and will be finalized before signing of the contract. Mutually agreed/approved ATPs will form part of the contract to govern the inspection of stores subsequently. Supplier while submitting offer is responsible to satisfy itself on this account.</p> | |
|--|--|--|

	<ul style="list-style-type: none"> b. Manufacturer's specifications / technical data / drawings and packing details etc of each item. c. Acceptance Test Procedure / Acceptance criteria of each item. d. Country of Origin of each item and port of shipment. 		
5.	<p><u>Interchangeability.</u> A certificate of complete interchangeability must be endorsed on the quotation for all substitutes / in lieu and superseded items. A copy of relevant page of publication must be attached to prove correctness of offered items.</p>		
6.	<p><u>Pre-Shipment Inspection (PSI).</u> PSI will be carried out as per Annexure G by technical team ex HIT (3 x members) at the firm's premises against ATPs, GSR and Special Instructions of the contract. Duration of PSI will be 7 x working days. All expenses for international ticketing, visa charges, boarding/lodging, messing, transportation and health care will be borne by the firm.</p>		

	Failure to mark consignment in accordance with these instructions will render the store liable to rejection. Any loss occurred/ demurrage paid due to wrong marking will be made good by the Supplier. Further details of Packing/ Marking will be covered in the contract.		
10.	<u>ILS / PWLS Package (MANDATORY CONDITION)</u> . ILS / PWLS package is mandatory and constitute 7% of the contracted value of system/ equipment being procured. The Seller must clearly understand the requirement of HIT (Technical Department / Projects) and offer complete ILS / PWLS package down to the depot-level repair and maintenance facility. ILS / PWLS offer provided by the Seller if accepted will form part of the main contract as one of the clauses. ILS Package is attached at per Annexure G		

Annexure A to Section - BSCHEDULE OF REQUIREMENT AND DELIVERY

1. The delivery schedule expressed as weeks / months stipulates hereafter a delivery date which is the date of delivery at the consignees' end [*or insert project site or another common place*].

Ser	Nomenclature	Specifications	A/U	Qty	DP (months)
1.	Refurbishment of Straightening Press	As per Appendix I to Annexure A	Nos	01	

Name of the Bidder:

**[complete name of the Bidder]*

Name and signatures

***[complete name of the person authorized to sign the Bid on behalf of the Bidder]*

Date:

EVALUATION CRITERIA

1. Details of criteria for each of the above categories are as under: -

a. **Financial Soundness.** Following parameters will be used in qualification criteria: -

Ser	Description	Max Points	Explanation for Marks Obtained	Remarks
(1)	Annual turnover of last 3 x Financial Years	5	Marks will be calculated as per the formula: - $\text{Score} = \frac{(Y1+Y2+Y3)}{(3 * X)} * 5$ <ul style="list-style-type: none"> Y1, Y2, Y3 respective annual turnovers of last three years X= Last purchased rate / estimated value of the quoted items available with HIT. 	<ul style="list-style-type: none"> Third Party generated verifiable audit reports for last three financial years to be provided for minimum of upto Rs 5 Mn (in FOR Case) and US\$ (0.05) Mn in FOB case Else Income Tax returns for last 3 x financial years, fully verified by ITO of the circle.
(2)	Working Capital of last three years	10	Marks will be calculated as per the formula: - $\text{Score} = \frac{(Y1+Y2+Y3)}{(3 * X)} * 10$ <ul style="list-style-type: none"> Y1, Y2 and Y3 being respective working capitals of last three years. X= Last Purchase Rate / Estimated value of the quoted items Available with HIT. 	
(3)	Litigation history where decision went against the firm	-	One mark will be deducted for each litigation history, if any, where decision went against the firm	Affidavit on judicial stamp paper
Total		15		

b. **Past Experience / Past Record**

Ser	Description	Max Points	Explanation for Marks Obtained
(1)	Projects of similar nature and complexity of last Three / five years. FOB - 5 year FOR - 3 year	10	FOR:- 3 years (1.3 mark per contract Max 3.3 marks per year) FOB : - 5 years (1 mark per contract Max 2 marks per year)
(2)	Status of enlistment with Govt Org (Attested copies of Registration certificate to be enclosed)	5	Full marks will be given on provision of at least 1 x Registration certificate Non Registered firms will be awarded 2.5 gratis Marks
Total		15	

c. **Past Performance.** Credit marks for past performance shall be awarded on the basis of following criteria

Ser	Description	Max Points	Maximum Points
(1)	Contracted store supplied beyond DP in last 3 years	2.5	X1 = Total value of last 3 years' contracts. X2 = Total value of last 3 years' contracts completed within DP first go. Formula: Score= $\frac{X2}{X1} * 2.5$
(2)	Quantum of rejections of items in the last 3 years contracts	2.5	X1 = Total value of last 3 years contracts. X2 = Total value of the passed items in first go in the last 3 years' contracts. Formula: Score= $\frac{X2}{X1} * 2.5$
(3)	Timely provision of documents/ bank guarantees / bid security money	2.5	X1 = Total no of contracts concluded in last 3 years. X2 = Total number of timely provided bank guarantees/ bid securities against the total no of contracts in last 3 years. Formula: Score= $\frac{X2}{X1} * 2.5$
(4)	No of contracts / items still pending beyond DP	5	1 x mark would be deducted for each contract in hand, which is pending beyond DP over 2 months
(5)	Risk and Expense action against firm approved	2.5	0.5 x marks will be deducted against each Risk and Expense action approved
(6)	Response to HIT Procurement queries /problems	5	½ x mark will be deducted for each advice letter issued to the firm 1 x mark will be deducted for each warning letter issued to the firm
Total		20	

d. **Project Technical Evaluation Parameters**

(1) For FOR Manufacturing Contracts

Ser	Description	Max Points	Remarks
(1)	Availability of in house manufacturing facilities / Quality Assurance facilities	15	Copy of document which shows that facilities of manufacturing / Quality assurance facilities availability be provided
(2)	Availability / Quality of Engineer / Technician with the vendor be listed	10	Engineers / Technicians > 10 full marks Engineers / Technicians < 10 marks will be subsequently reduced
(3)	Availability of manufacturing ASTM standards with vendor	5	
(4)	Experience of development of similar nature of items	5	Firm developing the similar items before; copy of contract / supply order be provided
(5)	Reliability of manufacturing similar items	5	Reliability certificate be provided
(6)	Commitment to provide TDP / Manufacturing processes to HIT	5	
(7)	OEM / ISO/ other certificates with vendor	5	
Total		50	

(2) For FOR Supplier

Ser	Description	Max Points	Remarks
(1)	Availability of ware houses with the firms	10	List of ware houses to be provided
(2)	Source of local or imported items	10	Source of manufacturer / OEM be provided
(3)	Experience in supply of military parts.	10	Copy of contracts / supply order against military parts supplied by the firm.
(4)	Reliability of manufacturing similar items.	5	Reliability certificate be provided.
(5)	Commitment to bring test report from reputed lab, if required.	5	
(6)	Commitment to provide timely advance sample, if required by HIT.	5	
(7)	Commitment to honour timely warrantee replacement.	5	
Total		50	

(3) For FOB Supplier

Ser	Description	Max Points	Remarks
(a)	Country of origin of equipment <ul style="list-style-type: none"> • Western European / US origin or equivalent - 5 • East European / Chinese origin / local made or equivalent - 3 	5	
(b)	Compliance to manufacture standard ANSI / ASTM / OSHA / EU std -10 GB / Equivalent - 5	10	
(c)	Conformance to specifications with details 100% - 80%	10	
(d)	Ease of operations /Reliability /Robustness of equipment	5	
(e)	Provision of IBS spares - Reserve spares	5	
(f)	Provision of necessary literature - installation / operation / maintenance manual	5	
(g)	Provision of additional features / OEM inspection criteria	5	
(h)	Provision of safety features	5	
Total		50	

Annexure C to Section - B

FINANCIAL PROPOSAL
SCHEDULE OF PRICE - SUMMARY

Description of Stores

Ser	Description of Stores and Specification Services/ Documents	A/U	Qty	PricePer Unit (Rs)	Total Price (Rs)
a.					

Inclusive/Exclusive:

Sales Tax @ _____ %

Surcharge @ _____ %

Any Other Tax: _____

Total Price _____

Annexure D to Section - B

IT No. _____ dated _____

NON DISCLOSURE AGREEMENT

1. The Recipient _____ (Name of CEO/Director) of _____ (Name of firm) _____ hereto desires to have business interactions with _____ (Department/Sponsor) _____ for _____ (Purpose).
2. During these interactions, the interacting department/sponsor (termed as **disclosing party**) may share certain proprietary information with the firm or its representative (termed as **Recipient** for the purpose of this agreement); therefore, in consideration of mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, We the recipient hereto agree as follows: -
 - a. Definition of Confidential Information
 - (1) For the purposes of this Agreement, the "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: -
 - (a) Any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies.
 - (b) Plans for products or services, and customer or supplier lists.
 - (c) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method.
 - (d) Any concepts, reports, data know-how, work-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets.
 - (e) Any other information that should reasonably be recognized as confidential information of the Disclosing Party.
 - (f) Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.
 - (2) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party.

- b. **Disclosure of Confidential Information.** From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: -
- (1) Limit disclosure of any confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose, but not without the prior approval of the competent authority of disclosing party.
 - (2) Advise its representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information as confidential and shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information.
 - (3) Not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein/ authorized).
 - (4) Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.
- c. **Use of Confidential Information**
- (1) The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.
 - (2) No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party.
 - (3) All use of Confidential Information by Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.
 - (4) Nothing contained herein is intended to modify the parties existing agreement that their discussions in furtherance of a potential business relationship are governed under the rule.
- d. **Compelled Disclosure of Confidential Information**
- (1) Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information

provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party).

- (2) The Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure.
- (3) The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief.
- (4) Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

3. **Term.** This Agreement, notwithstanding the foregoing, the parties duty to hold in confidence Confidential Information that was disclosed during interaction shall remain in effect indefinitely.

4. **Remedies**

- a. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate.
- b. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.
- c. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

5. **Return of Confidential Information**

- a. The Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: -
 - (1) The completion or termination of the dealings between the parties contemplated hereunder the termination of this Agreement; or,
 - (2) At such time, as the Disclosing Party may so request, provided, however, that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing

such destruction by an authorized officer of the receiving Party supervising the destruction).

6. **Notice of Breach.** The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

7. **Final Binding to the Agreement**

- a. Neither Party hereto shall have any liability to the other party or to the other party's representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement. In such case the party violating this agreement is liable under **Official Secret Act - 1923**.
- b. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- c. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the state applicable such acts under **official Secret Act-1923** made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof.
- d. The State courts shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- e. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- f. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph).
- g. All such notices or communications shall be deemed to have been given and received: -
 - (1) In the case of personal delivery or electronic-mail, on the date of such delivery.
 - (2) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.
 - (3) In the case of mailing, on the seventh business day following such mailing.

- h. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- i. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: -
 - (1) Developing, making or marketing products or services that are or may be competitive with the products or services of the other or
 - (2) Providing products or services to others who compete with the other.
- j. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

PARTIES

Signature: _____

Rank: _____

Designation: _____

Name: _____

For and on behalf of
Islamic Republic of Pakistan

Date: ____/Jan/2024

Signature: _____

Name: _____

Appointment: _____

Organization/Firm: _____

Name: _____

Date: ____/Jan/2024

Annexure E to Section - BCERTIFICATE OF ELIGIBILITY / NON BLACKLISTING CERTIFICATE

“It is certified that our firm is neither defaulter / blacklisted by any Government Organization directly or indirectly nor any investigation / interrogation was ever carried out against us by any Pakistani or overseas intelligence/investigation agency. It is further certified that our firm is fully eligible as per the DPP&I-35 / HIT to offer bid in this IT.”

Name of MD _____

CNIC or Passport No. _____

Signature _____

Date _____

Annexure F to Section - B

IT No. _____ dated _____

BID SECURITY / EARNEST MONEY FORMTo: _____ [*name of the Procuring Agency*]

Whereas [*name of the Bidder*] (hereinafter called "the Bidder") has submitted its Bid dated [*date of submission*] for the delivery of [*name and/or description of the goods*] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [*name of Financial Institution*] of [*country*], having our registered office at [*address of Financial Institution*] (hereinafter called "the Bank"), are bound unto [*name of PA*] (hereinafter called "the Procuring Agency") in the sum of [*amount*] for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ___ day of ___ 20 ____.

The conditions of this obligation are:

1. If the Bid
 - a. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
 - b. Disagreement to arithmetical correction made to the Bid price; or
 - c. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity,
 - (1) failure to sign the contract if required by Procuring Agency to do so or
 - (2) Fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.
3. This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: _____ in the capacity of _____

Signed: _____ [*Signature of the Bank*]

Dated on _____ day of _____ 20 _____

Annexure G to Section - B

IT No. _____ dated _____

**DETAIL TECHNICAL SPECIFICATIONS/ GSR / SPECIAL INSTRUCTIONS / PSI
DETAILS / ILS / PWLS PACKAGE / OR ANY OTHER TECHNICAL DOCUMENT**

Ser	Parameters	Firm's Response
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Annexure H to Section - B

IT No. _____ dated _____

BANK GUARANTEE FOR ADVANCE PAYMENT ON JUDICIAL STAMP PAPER / E-STAMP PAPER OF RS 100/- OR AS SUITABLE TO THE AMOUNT OF BG

Contract No. _____ Date. _____

Name of Firm/Contractor _____

Address of Firm/Contractor _____

Name of Guarantor _____

Address of Guarantor _____

Amount of Guarantee Rs. _____ (in words)

Date of Expiry of Guarantee _____

To: The President of the Islamic Republic of Pakistan

Through : The Controller of Military Accounts (Defence Purchase), Rawalpindi / CMA (HIT) Taxila.

Sir,

We understand that you have entered into Contract with Messrs _____ (*insert full name and address*) (hereinafter referred to as our customer) and that one of the conditions of the Contract is submission of a Bank Guarantee for a sum of _____ (*amount be inserted both in words and figures*) against the advance payment and at the request of the customer and in consideration therefore, we hereby agree and undertake as under: -

- a. To pay to you on demand and without any question and/or without any reference to our customer an amount not exceeding the sum of _____ (*amount be inserted both in words and figures*) as mentioned in your written demand notice.
- b. The validity period of this guarantee upto _____ (*date*)
- c. Claim, if any, must be duly received by us on or before this day. Our liability under this guarantee will cease upon the close of banking business hours on this date. Claims received thereafter will not be entertained by us whether or not you have suffered any loss. On receipt of payment under this guarantee, this guarantee must be duly cancelled, discharged and returned to us.
- d. Subject to, and within the validity period mentioned in clause „b“ above, you may without reference to us, vary or amend any terms of the contract, and we waive our right to receive any notice of such amendment, or to the granting of time, or indulgence, as may be mutually agreed between you and our customer.
- e. Our liability hereunder shall not be discharged on account of your forbearing to the contractor nor shall we claim any rights of surety-ship in respect of any security which you might be having in respect of the contract.

- f. If delivery as per schedule of installment supply is not adhered to by the contractor, the buyer's paying authority shall have the right of demanding encashment of the guarantee proportionate to the value of such installment supply having not been made, with interest thereon at the bank rate for the period the supply of any installment is delayed.
- g. The maximum liability under this guarantee shall be reduced proportionately by the sum/sums deducted by you from the invoices raised by our customer of the liquidation of the said advance.
- h. This guarantee, within the validity period shall not be affected by any change in the constitution of the bank, or of the contractor and on the successors and assignees of the bank.
- i. That this is an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/Seller or Vendor.

Guarantor

Dated: _____

(Bank Seal and Signatures)

Annexure I to Section - B

IT No. _____ dated _____

BANK GUARANTEE FOR PERFORMANCE/WARRANTY ON JUDICIAL STAMP PAPER / E-STAMP PAPER OF Rs. 100/- OR AS SUITABLE TO THE AMOUNT OF BG

Contract No. _____ Date. _____

Name of Firm/Contractor _____

Address of Firm/Contractor _____

Name of Guarantor _____

Address of Guarantor _____

Amount of Guarantee Rs. _____ (in words)

Date of Expiry of Guarantee _____

To : The President of the Islamic Republic of Pakistan

Through : The Controller of Military Accounts (Defence Purchase), Rawalpindi / CMA (HIT), Taxila

Sir,

Whereas your good-self have entered into a Contract with Messrs _____ [name of Supplier] (hereinafter referred to as our "Customer") pursuant to the Contract No. _____ dated _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you good-self in the said Contract as one of the conditions that our customer shall furnish your good-self with an unconditional Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with our customer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give our customer a guarantee:

THEREFORE, WE hereby affirm that we are the Guarantors and responsible to your good-self, on behalf of our customer, for a sum of Rs [amount of the guarantee in words and figures]. In compliance with this stipulation of the Contract, we hereby agree and undertake as under: -

- a. To pay you unconditionally upon your first demand and/or without any reference to our customer, declaring our customer to be in default under the Contract and without cavil or argument, any sum not exceeding Rs _____ [amount of the guarantee in words and figures] as would be mentioned in your written Demand Notice, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
- b. To keep this Guarantee in force till _____ [date]
- c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our customer i.e. M/S _____ or from your office. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by us whether you suffer a loss or not. On receipt of payment

under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.

- d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.
- e. That with the consent of our customer, you may amend/alter any term/clause of the Contract or add/delete any term/clause to/from this Contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. _____ (*amount of the guarantee in words and figures*).
- f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or customer/seller or vendor.
- g. That this is an unconditional Bank Guarantee, which shall be en-cashed on sight on presentation without any reference to our customer/seller or vendor.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Annexure J to Section - B

IT No. _____ dated _____

Form DPL-15MINISTRY OF DEFENCE PRODUCTIONHEAVY INDUSTRIES TAXILASUPPLIER'S WARRANTY/GUARANTEE

Firm's Name: _____

Contract No.: _____

We hereby guarantee that the articles supplied under the terms of this contract are new production in conformance with approved drawings in all respect in accordance with the terms of the contract, and that the material used, whether or not of our manufacture, are in accordance with the latest appropriate standard specification, and also in accordance with the terms of the contract complete of good workmanship throughout.

We also guarantee and that we will replace free of cost (FOB/CIF/C&F/FOR/DDP) as the case may be every article or part hereof which before use or in use shall be found defective or is found not within the limits and tolerance of specification requirement or if any way are not in accordance with the requirements of the contract.

In case of our failure to replace the defective stores free of cost within three months of reporting by the consignee, we will refund the relevant cost (FOB/CIF/C&F/FOR) as the case may be in the currency/currencies in which received plus freight charges, upto consignees end and the purchaser shall have the right to purchase the stores declared defective at our risk and expense from elsewhere.

The supplier also undertakes to make good the deficiency in supply if any.

The warranty will remain valid for _____ months/years on receipt of stores by the consignee.

Signature: _____

Dated: _____

Note: *The signature must be the same as the one on the Tender / Contract, if otherwise must be shown to be the signature a person capable of giving guarantee on behalf of the Supplier/ Principal.*

Annexure K to Section - B

IT No. _____ dated _____

INTEGRITY PACTDECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS AND SERVICES AND WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number _____ dated _____

Contract value _____

Contract title _____

1. [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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
2. Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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.
3. [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, representative or warranty.
4. [Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.
5. Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of 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 [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.

*[Buyer]*_____
[Seller/Supplier]

LETTER OF BID - TECHNICAL PROPOSAL**DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and business address.

Note: *All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

Tender No _____

Name of the Firm _____

Contractor's Telegraphic Address

Code Used _____

Date _____

Telephone No _____

To:

Procurement Directorate
Heavy Industries Taxila
Taxila Cantt

Dear Sir,

1. We have understood the Instructions to Bids (Section - A) and the Terms and Conditions of the Contract (Section - B) and have thoroughly examined the specifications/drawings and/or patterns quoted in the schedule hereto and are fully aware of the nature of the stores required and our offer is to supply stores strictly in accordance with the requirements. We hereby submit our Bid, in two parts, namely:
 - a. The Technical Proposal, and
 - b. The Financial Proposal.
2. In submitting our Bid we make following declarations: -
 - a. **No Reservations.** We have examined and have no reservations to the bidding documents (Section - A, Section - B, and Section - C), including addenda's, if issued;
 - b. **Conditions Governing Contracts.** The „Contract“ made as a result of this ITB shall mean the Agreement entered into between the Parties i.e. the „Purchaser“ and the „Seller“ in accordance with the law of the Contract Act, 1872 (adopted through Central Laws (Status Reform) Ordinance 1960, for all provinces and the Capital of the Federation of Pakistan and those contained in the DPP&I-35 and other special conditions that may be added to given contract for the supply of Defence Stores specified herein and guidance provided by Public Procurement Regulation Authority (PPRA);
 - c. **State-Owned Enterprise or Institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] or [We are a state-owned enterprise or institution but meet the requirements of];*

- d. **Eligibility.** We meet the eligibility criteria / requirements as per DPP&I- 35 (latest edition) as well as the “Instructions to Bidders” (Section - A) and have no conflict of interest;
 - e. **Conformity.** I/We hereby offer to supply in conformity with the “Schedule of Requirement” (Section - B) inquiry or such portion thereof as you may specify in the acceptance of bid at the prices offered against the said schedule;
 - f. **Bid Validity Period.** Our Bid shall be valid upto 180 days after opening of the Financial Proposal and will not be withdrawn or altered in terms of the rates quoted and the conditions already stated therein or on before this date; and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
 - g. **Performance Bank Guarantee.** If our Bid is accepted, we commit to obtain a PBG in accordance with the bidding document;
 - h. **Binding Contract:** We understand that this Bid, together with your acceptance thereof, shall constitute a binding contract between us, until a formal contract is prepared and executed;
 - i. **Not Bound to Accept:** We understand that you are not bound to accept any of the Bids that you may receive; and
 - j. **One Bid per Bidder.** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member, or in any other form etc;
 - k. **Suspension and Debarment.** We, along with any of our suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency / the GoP. Further, we are not ineligible under Pakistan laws;
 - l. **Fraud/Corruption and Offering Gifts/Favours.** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud, Corruption or offering gifts and favours, if found so, the firm will be liable to ineligibility / blacklisting.
3. The following documents are attached with our Technical Proposal: -
- a. Postal order of Rs 2000./- in favour of MD Gun Factory is attached with Technical Bid.
 - b. The OEM part number and its interchangeability with demanded part number have been indicated and relevant catalogue/ extract have been attached. (In case the OEM products are offered).
 - c. Bank draft No _____ as Bid Security. We understand the conditions governing the return and forfeiture/encashment of the Bid by the procuring agency as per the DPP&I-35 and the Instructions to the Bidder” (Section-A).
 - d. Complete Section -B attached with ITB documents having duly filled the required documents especially the Terms and Conditions of the Contract, and the Schedule of Requirement.
 - e. Checklist as per Section - B is enclosed.
 - f. Quality Assurance Certificate.
 - g. Non-Disclosure Agreement.

- h. Agent Commission Certificate / No Agent Commission Certificate.
- i. Integrity Pact (at **Annexure M**).

Yours faithfully,

(Signature of Tenderer)

(Capacity in which signing)

Address: _____

Date: _

Signature of Witness: _____

Address: _____

Note: *Individual signing tender and / or other documents connected with a contract must specify: -*

- a. *Whether signing as "Sole Proprietor" of the firm or his attorney.*
- b. *Whether signing as a "Registered Active Partner" of the firm or his attorney.*
- c. *Whether signing for the firm "Per Procreation".*
- d. *In the case of companies and firms registered under the Act, 2017 as amended up-to-date and under the partnership Act 1932, the capacity in which signing e.g, the Director, Secretary, Manager, Partner etc or their attorney and produce copy of document empowering him so to sign, if called upon to do so.*

LETTER OF BID - FINANCIAL PROPOSAL**DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

Place this Letter of Bid (Financial Proposal) in the second envelope marked "FINANCIAL PROPOSAL"

Bidder must prepare the Letter of Bid (Financial Proposal) on its letterhead clearly showing the Bidder's complete name and business address.

Tender No ___

Name of the Firm _____

Contractor's Telegraphic Address _____

Code Used _____

Date _____

Telephone No _____

To:

Procurement Directorate
Heavy Industries Taxila
Taxila Cantt

Dear Sir,

I / We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal. In submitting our Financial Proposal, we make the following declarations: -

- a. Consignee's port/airport/named destination is _____.
- b. Price has been mentioned for each item separately both in figures and words. Only one rate has been quoted for the entire quantity. We understand that multi-rates will lead to rejection of our offer.

Yours faithfully,

(Signature of Tenderer)

(Capacity in which signing)

Address: _____

Date: _____

Signature of Witness: _____

Address: _____

Note: *Individual signing tender and/or other documents connected with a contract must specify: -*

- a. *Whether signing as "Sole Proprietor" of the firm or his attorney.*
- b. *Whether signing as a "Registered Active Partner" of the firm or his attorney.*
- c. *Whether signing for the firm "Per Procreation".*
- d. *In the case of companies and firms registered under the Act, 2017 as amended up-to-date and under the partnership Act 1932, the capacity in which signing e.g, the Director, Secretary, Manager, Partner etc or their attorney and produce copy of document empowering him so to sign, if called upon to do so.*

CHECK LIST

(This proforma must be attached with your firm's offers duly filled and signed by authorized signatory)

Tender No. _____ Date _____

1.	a. Postal Order b. Bank c. Amount	_____ _____ _____
2.	a. EM Draft No b. Bank	_____ _____ Yes/No_____
3.	Section - B duly signed by Authorized Signatory attached with offer.	Yes/ No
4.	Section - C duly signed by Authorized Signatory attached with offer.	Yes/ No
5.	Specification of offered items	Our firm is offering stores as per IT Specifications Yes/No
6.	Accounting unit as per IT	Yes/ No
7.	Quantity offered (As per IT)	Yes/ No
8.	Delivery Schedule as per IT	Yes/ No
9.	Dispatch Instructions as per IT	Yes/ No
10.	Packing details as per IT	Yes/ No
11.	Defence Marking details as per IT	Yes/ No
12.	Origin of Stores	_____
13.	Name and Address of Principal/Manufacturer	_____
14.	Original Proforma Invoice (Mandatory) In Case of FOB/FOR(Imported) Attached with offer	Yes/No Not Applicable Anx_____
15.	Currency of offer	_____
16.	Place for Inspection of Offered Stores	_____
17.	a. We confirm that prices are firm and final b. Validity of our offer is 180 days after opening of commercial offer	Yes/No Yes/No
18.	We confirm Warranty/Guarantee of Stores For	_____ Years
19.	Terms of Payment as per IT	Yes/No

Tender No. _____

Date _____

20.	Sales Tax	Exempted/Applicable @ _____ if applicable, than included/Extra of quoted price
21.	a. Agent Commission b. We agree for percentage of agent commission as per DGDP policy	Nil / Included /Excluded/ NA Yes/ No/ Not Applicable
22.	We confirm that following documents are attached with offer:- a. MoDP / HIT letter indicating Registration / Indexation Status (Registered firms only)	Yes/ No NA Anx _____
	b. Valid Manufacturer License by Ministry of Health	NA
	c. Production Registration Letter of Ministry of Health indicating Registration No of Store	NA
	d. Valid agency Agreement	Yes/ No NA Anx _____
	e. DGDP Letter indicating Financial Capability (Registered firms only)	Yes/ No NA Anx _____
	f. Bank Statement of Last One Year (Unregistered firms only)	Yes/ No NA Anx _____
	g. Income Tax Registration Certificate by CBR NTN	Yes/ No NA Anx _____
	h. Sale Tax Registration Letter/No	Yes/ No NA Anx _____
	i. Trade/Retail Price List	Yes/ No NA Anx _____
	j. Interchangeability certificate attached.	Yes / No NA Anx _____
	k. Certificate "in case of an additional requirement of the contracted items(s) in any quantity(s) within a period of 24 months from the date of signing the contract, these will also be completed supplied (at the ongoing contract rates) with discount.	Yes / No NA Anx _____
	l. Undertaking to provide all the contracted stores/goods/ as per the specification.	Yes/No NA Anx _____
23.	Certificate that there is not Deviation from IT conditions/three is deviation from IT conditions as per following details:- (Please delete the not applicable statement) a. _____ b. _____	
24.	<u>Black listing certificate.</u> It is certified that our firm is neither defaulter nor blacklisted by any government organization directly or indirectly	

Note: Please strike out whichever is not applicable to your offer.

INSTRUCTIONS FOR FILLING OF INVITATION TO TENDER (IT) FORM

1. General Instructions

- a. Ensure that check list attached with IT form is complete in all respects.
- b. Only authorized representative of the firm will be allowed to attend tenderopening proceedings.
- c. Validity of offer will be 180 days after opening of financial proposal.
- d. Firm must ensure that No COLUMN is left blank while filling technical andcommercial offer.
- e. Attach Section - C duly signed by the authorized signatory with your tender.
- f. Do not quote/write rates in technical offer.
- g. Do not attach any condition with offer/bid, only original IT documents without conditions will be accepted.
- h. Do not send offer through Fax/E-mail/Cable/Telex.
- i. Do not represent any firm other than your own.

2. Submission of Technical, Commercial Offer and Earnest Money Bank Draft/Pay Order

a. General

- (1) Submit **Commercial, Technical Offers and Earnest Money Bank Draft** in separate envelopes.
- (2) Write **“TECHNICAL OFFER”, “COMMERCIAL OFFER” and EARNEST MONEY BANK DRAFT** on respective envelopes in capital letters.
- (3) Put all envelopes in a single envelope and seal it.
- (4) Write **Tender Inquiry Number and name of the firm** at the top.
- (5) Put envelopes containing all offers in another envelop and address as indicated in para 5 of Section - A, without any indication that there is a tender within it.

b. Technical Offer

- (1) Technical offer must confirm to the **General Staff Requirement/Technical Requirement or Technical Specifications** of indented stores.
- (2) In **FOB/FOR (Import)** cases, attach **OEM certificate/agency agreement** (for local/foreign agent firms only).
- (3) Firm will endorse certificate/confirmation with **Technical Offer** regarding attachment of **Bank Draft of Bid Security** but will not disclose the **AMOUNT of Bid Security/Earnest Money**.

c. Commercial Offer

- (1) For all taxable goods, do mention **General Sales Tax/Excise Duty/Federal Excise Duty** or any other taxes/duties in the breakdownof quotation.
- (2) Attach principal's **Commercial Invoice Performa** (in duplicate) clearly indicating whether prices quoted are inclusive or exclusive of agent

commission in case of FOB or FOR (import) (for local/foreign agent firms only).

- (3) **Commercial Offer** must be signed by MD or authorized signatory
- (4) Do not give multiple offers (such cases will be rejected).
- (5) Do not give **Post Tender Offers**. Such offers warrant disciplinary action as per Rules.

ACKNOWLEDGEMENT SLIP

Bid No: _____

Date of Receipt: _____

Name of Firm: _____

Signature _____ (Authorized Person)

Appendix - I to Anx**"A"****Details of Model Update / Up gradation of Existing Equipment**

1. General update to latest model with digital measuring technology and higher measuring speed including fully automatic barrel measurement for quality report.
2. **Detail of equipment for Up date / Up gradation:**
 - a. PLC Siemens Simatic S7
 - b. Down holder arm with measuring wheel for measuring of turning angle connected to stationary hydraulic system
 - c. Operation buttons for operating down holder arm
 - d. New display including protocol printer
 - e. New measuring system for barrel measuring
 - f. Exchange of a.m equipment at site
 - g. Basic adjustments
 - h. Test machine functions
 - j. Other required hardware
 - K. **Parameters for Model Update Equipment** All components, subassemblies, assemblies, refurbishment and model update work to be executed by the suppliers experts will be compatible with the existing system/equipment in HIT and ensured performance at least as per the original equipment.