

MARGALLA HEAVY INDUSTRIES LIMITED (MARGALLA HIL)

c/o

COMMERCIAL DIRECTORATE HEAVY INDUSTRIES TAXILA
TAXILA CANTT

TENDER DOCUMENT



Tender No: 1528-52/CEO Ofc/Ind-292/IT-120/Store/M-HIL dated 05 Dec 2024

Standard Bidding Document (SBD)

for

***Procurement of Store i.e. Limit Switch, Shock Absorber for Door Glass and Actuator for
Bullet Proofing (B-6 lvl Protection) of Single & Double Cabin Vehs***

(Single Stage Two Envelope)

FOR TAXILA BASIS

Bid Submission Date: 20 Dec 24 at 1030 hours

Bid Opening Date: 20 Dec 24 at 1100 hours

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MARGALLA HEAVY INDUSTRIES LIMITED (MARGALLA HIL)**TENDER NOTICE**

a. 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
IT-120	Procurement of Store i.e. Limit Switch, Shock Absorber for Door Glass and Actuator for Bullet Proofing (B-6 lvl Protection) of Single & Double Cabin Vehs	As per Anx'A'	As per Anx'A'	02 weeks after signing of contract	Tender available on PPRA website	20 Dec 2024 at 1030 hours	20 Dec 2024 at 1100 hours

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

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

1. Photocopy of Registration / Pre-qualification / Indexation letter issued by the HIT.
2. Attested copy of Registration certificate issued by Sales Tax Department, copy of NTN certificate.
3. Audit report of last 1 x FY.
4. Attested Bank Statement for last one year.
5. Attested copy of CNIC of MD.
6. Trade link between firm and OEM (in case of distributor / agent).
7. 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.
8. Detail of list of contracts last 3 x FYs / works experience with Govt / Semi Govt Org.
9. Copy of registration letter with Govt / Semi Govt organization (if any).
10. Postal order of Rs 3,000/- should be enclosed with Technical Bid in favour of CEO Margalla HIL.

For further Information

Tel: (051) 9315333 Ext 62925

Fax: (051) 9315029

E-Mail: dircommnte@hit.gov.pk
margallahil@hit.gov.pk

MARGALA HEAVY INDUSTRIES LIMITED TAXILA CANTT



Tender No: 1528-52/CEO Ofc/Ind-292/IT-120/Store/M-HIL dated 05 Dec 2024

For

Procurement of Store i.e. Limit Switch, Shock Absorber for Door Glass and Actuator for Bullet Proofing (B-6 Ivl Protection) of Single & Double Cabin Vehs

(Single Stage Two Envelope)

INVITATION TO BIDS

Date: 05/Dec/2024

- a. This Invitation to Tender (IT) follows the Procurement Notice (PN) or Procurement Advertisement (PA) for the subject procurement which will appear on PPRA Website.
- b. The Margalla Heavy Industries Limited now invites sealed bids from eligible Suppliers for **Procurement of Store i.e. Limit Switch, Shock Absorber for Door Glass and Actuator for Bullet Proofing (B-6 Ivl Protection) of Single & Double Cabin Vehs “FOR Basis”**. 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 20/Dec/24	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours 20/Dec /24	Venue Commercial Directorate HIT Taxila
c.	Pre-bid meeting	N/A	Venue Commercial Directorate
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.

- b. All bids must be accompanied by a Bid Security / Earnest Money in the form of Call Deposit Receipt (CDR), Bank Draft (BD), Pay Order (PO) in favour of CEO Margalla HIL, Heavy Industries Limited, Taxila Cantt as per the instructions provided in this IT.
- c. 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.

d. 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.

e. This IT consists of **47 x pages** and comprises following forms: -

- **Section – A**. Invitation letter and general instructions to the firms.
- **Section – B**
 - **Part – I**. Bid Data Sheet
 - **Part – II**. General terms / conditions governing the contract
 - **Part –III**. Standard Terms and condition / technical specifications.
- **Section - C**. Firms' response as well as essential forms to be submitted.

f. 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 (Margalla HIL)
Margalla Heavy Industries Limited,
Heavy Industries Taxila, Taxila Cantt**

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GENERAL INSTRUCTIONS

Mandatory Conditions for the IT

a. 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.

- 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.
- 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

b. 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: -

- **Ineligible Countries.** India, Israel & Taiwan.
- **Ineligible Firms.** A firm will be ineligible if: -
 - Declared bankrupt / insolvent;
 - Payments in favour of the firm is suspended in accordance with the judgment of a court of law;
 - 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;
 - The firm or its management / administration is convicted, by a final judgment, of any offence involving professional conduct;
 - Firm is blacklisted and debarred due to corrupt and fraudulent practices, or performance failure or breach of bid securing declaration.
 - 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

c. **Validity of Bid (MANDATORY Condition).** Bids shall be valid for **60 days** extendable to **90 days** from the date of opening of the Financial Proposal. This must be indicated in the Technical as well as the Financial Proposals.

d. **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. M-HIL will not accept any excuse of delay occurring in the post.

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

- **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.
- **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**”.
- 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 Margalla Heavy Industries Limited, IT number and date, and IT 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: Assistant Works Manager
Deputy Assistant Director Procurement (Margalla HIL)
Gate No 05, (Tender Document)
Heavy Industries Taxila
Tel: (051) 9315333 Ext 62925
Fax: (051) 9315029
E-Mail: dircomdte@hit.gov.pk
margallahil@hit.gov.pk
- **Postal Order. Postal order of Rs 1,000/- should be enclosed with Technical Bid in favour of CEO Margalla HIL**

Participation and the Opening of IT

f. **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.

- 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.
- 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.
- 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.

g. **Opening of Tender.** Tender will be opened as per the procedures laid down in DPP&I-35 / M-HIL 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.

- Technical Proposal i.e. without prices will be opened on the day of tender opening and will be sent for the Technical Scrutiny.
- 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.
- 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.

h. **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.

i. **Rights Reserved.** M-HIL reserves the full rights to accept, reject or cancel all the offers including the lowest without assigning any reason.

Acceptance of Bids

j. 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)

k. The Bid Security / EM amounting to **Rs 22,000.00** will be in the form of a CDR / Bank Draft / Pay Order in the favour of CEO, Margalla Heavy Industries Limited. Bid Security in the form of crossed cheque / cheques shall be liable for rejection. Rates are as under: -

l. 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.

m. **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.

n. **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

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

- **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.

- **Unregistered Firms.** A copy of the Bank Statement of the last one year.
- **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.
- **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.

p. 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: -

<u>Ser</u>	<u>Foreign Supplier</u>
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/ stockiestetc.

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.*

q. 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.

r. **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.

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

- Offer is made through Fax / Email / Cable / Telex.
- Received later than appointed / fixed date and time or contradicting to binding terms; or
- Not agreeing to the **MANDATORY CONDITIONS** of this ITB.
- Offers are found conditional or incomplete in any respect.

- Postal order as per para - 5d above is NOT attached with the offer.
- **Section - B** and **Section - C** duly signed and stamped by authorized signatory are NOT received with the offers.
- Manufacturer's relevant brochures and technical details on major equipment assemblies are NOT attached in support of specifications; or
- 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.
- Bid Security NOT mentioned in the Technical Proposal.
- If validity of offer is NOT quoted as specified in para-3 above or made subject to confirmation later.
- Tender specifications / requirement not conforming in general (except **MANDATORY CONDITION**) which have to be agreed.
- Multiple offers.
- There is any deviation from General /Special / Technical Instructions provided.
- Offers (Financial / Technical) containing non-initialed / unauthenticated amendments / corrections / overwriting.
- Multiple rates are quoted against one item.
- If offer is found to be based on cartel action in connivance with other sources / participants of the tender.
- In case breakup cost / conditions of offer are not as per IT conditions (refer to **Annexure C** to **Section - B**).
- If OEM and Principal's names and complete addresses are not mentioned.
- Authorization from the OEM to the agent to sign the contract on his behalf (for agent firms only).

Official Secret Act / Non-Disclosure Agreement

t. 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

u. 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:-

- **Composition**
 - **President**. Chief Executive Officer Margalla HIL
 - **Members**

- (a) Director Margalla HIL
- (b) Director Margalla HIL
- (c) MD ex concerned user factory / Directorate

a. Procedure

- (1) Bidder may lodge a written complaint addressed to (Chief Executive Officer Margalla HIL) 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 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

- (2) **Address**. Address for submission of Bids and lodging complaints to the GRC is as under:-

Submission of Bid:-

AWM Sajid Ullah Khan

Deputy Assistant Director Procurement (Margalla HIL)

Gate No 5 (Tender Document)

Margalla Heavy Industries Limited Taxila Cantt

Tel: (051) 9315333 Ext 62925

Fax: (051) 9315029

E-Mail: margallahil@hit.gov.pk

PART – I**BID DATA SHEET (BDS)****(FIRMS WILL SUBMIT BDS DULY SIGNED AND STAMPED WITH TECHNICAL PROPOSAL)**

IT No:	Tender No. 1528-52/CEO Ofc/Ind-292/IT-120/Store/M-HIL dated 05 Dec 2024
Procuring Agency:	Margalla Heavy Industries Limited , Taxila Cantt
Description of Stores:	<u>Procurement of Store i.e. Limit Switch, Shock Absorber for Door Glass and Actuator for Bullet Proofing (B-6 lvl Protection) of Single & Double Cabin Vehs</u>

General		<u>Firm's Response</u>
1.	Description and quantity of stores:	As per " Schedule of Requirement " at Annexure A .
2.	Delivery Period:	02 x weeks after signing of contract. [In case it is not possible to deliver goods by given date, the Supplier shall indicate DP by which store can be delivered].
3.	Destination (consignee):	Managing Director APCF HIT Taxila
4.	Ineligible countries	India Israel & Taiwan
5.	Eligibility of bidders	Bidder will render a certificate as per format at Annexure E that the firm is neither defaulter / blacklisted by any Government Organization directly or indirectly nor any investigation / interrogation was ever carried out against the firm by any Pakistani or overseas intelligence /investigation agency; and the firm is fully eligible as per the DPP&I-35 (Revised 2019) to offer bid.
6.	Criteria for price quotation	See Price Schedule (Financial Proposal) at Annexure C .
Status of Registrations		
7.	Registered Firms	Bidders will attach attested a copy of " Registration Letter " and the 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	60 days after opening of commercial bid.

10.	Copies of IT documents to be submitted	One original along with one copy of technical bid			
11.	Submission of offer	Firms shall submit offers in 2 x separate envelopes i.e. Technical Proposal envelope containing muted bid security / Earnest money and Commercial Proposal envelope , both duly sealed in one large size envelope.			
12.	Technical proposal	The " Technical Proposal " shall include muted bank draft of bid security / Earnest Money; complete documents as per Section - B and Section - C duly completed, signed and stamped on each page; original Agency Agreement or Manufacturing Certificate, complete technical data, literature, ATP, sketches, brochure, proposal including specification as per IT.			
13.	Bid Security / Earnest Money	Firm will provide Bid Security / Earnest Money amounting to Rs 22,000.00 as per format at Annexure F respectively. After acceptance of the Technical Offer (where applicable), the Bid Security / Earnest Money envelop will be opened. In case Bid Security / Earnest Money is found correct, only then the Financial Proposal will be opened. In case Bid Security / Earnest Money is not found as per requirement, the Financial Proposal will be returned un-opened.			
14.	Changes in bidding documents	After opening of technical offer, no request for change of OEM, principal, address, model, conditions, specifications, deletion of items, part no, nomenclature, quantity, A/U, banking details for LC opening will be accepted else legal action will be initiated against the firm including blacklisting of firm along-with its management.			
15.	Evaluation Criteria (detail scoring mentioned at Annexure B)	Ser	Description	Maximum Points	Passing Marks
		a. Performance Evaluation			
		(1)	Financial Soundness	35	24.5
		(2)	Past Experience / Record	25	17.5
		(3)	Past Performance	40	28
Sub Total			100	70	
(70 % aggregate score of all categories)					
Contractual Aspects and Life Cycle Support					
16.	Terms and Conditions of the contract	See Part II to Section – B.			
17.	Technical specifications	See Part III to Section - B. Firm is to clearly endorse on the Technical Proposal that all IT specifications as per Annexure G are confirmed.			

18.	Details of samples to be submitted with bids, if required	-	
19.	Spare parts required	-	
20.	Spare parts and after sales service facilities in Pakistan	One Year Warrantee	
21.	Purchaser's Right (MANDATORY CONDITION)	Government of Pakistan (represented) by Margalla Heavy Industries Limited C/o Commercial Directorate Heavy Industries Taxila does not pledge himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the quantity offered. Please be notified that the tender does not constitute any obligation or commitments what-so-ever on the part of the Government of Pakistan to negotiate or conclude any or part thereof of the contract under any terms or conditions irrespective of the cost, lowest cost or any gradation of the cost. Government of Pakistan reserves the right to cancel the indent, tender or inquiry or to reject any offer or quotation Without assigning grounds for its rejection.	
Award of Contract			
22.	Percentage of increase and decrease at the time of the award of contract	15% increase / decrease in quantities of stores at the time of signing of contract.	

PART-II**TERMS AND CONDITIONS GOVERNING THE CONTRACT**
(LEGAL AND ADMINISTRATIVE)

Caution. You may say “**Complied / Not Complied**” to conditions / clauses mentioned in the succeeding **Part-II & III** of this Section - B and tick the relevant check box given after each condition, except for the **MANDATORY CONDITIONS**. In case of disagreement, suggest option / alternative course for consideration by this office but it will not be binding on this office to accept the same.

Ser	Clause	Firm's Reply (Complied / Not-Complied / Partially Complied)	Firm's Reply / Remarks
1.	<u>Delivery Schedule</u> . Delivery Period will be 02 x weeks after signing of contract.		
2.	<u>Terms of Payment</u> 2.1 100% payment on will be made to firm out of Margalla HIL Account on provision of following documents:- a. Firm's pre-receipted bill alongwith Sales Tax invoice, Last Sale Tax Return. b. Consignment receipt certificate and acceptance inspection note from Managing Director APCF. c. Professional Tax Payment and Active Tax Payer certificate of current fiscal year. 2.2. Partial payment against partial deliveries will be not allowed.		
3.	<u>Security Deposit / Bank Guarantee (BG)</u> . Bank Guarantee in shape of bank guarantee (on judicial paper valued rupees Rs.100.00 / CDR) within one month from the date of signing of the contract from any scheduled bank in Pakistan against the total value of contract excluding taxes/duties. This bank guarantee will remain valid as per warranty clause. BG will be released after completion of warranty period of store. a. <u>Performance Bank Guarantee (PBG)</u> . PBG equivalent to 05% of the contract value will be provided by the supplier along with the signed copy of the contract. The PBG will remain valid for upto 60 x days beyond the delivery period of last CRV / CRC. Format of PBG is at Annexure 'I'.		
4.	<u>Taxes / Duties Charges</u> . All taxes / duties including stamp duty / import / export license fee charges as applicable under the Government laws in Pakistan as well as country of Supplier shall be on Buyer / Supplier's account in accordance with the nature of contract (FOB, CIF, C&F, CFR etc).		

5.	<p><u>Warranty/ Guarantee</u></p> <p>a. All goods / stores offered will be brand new, from the production year onwards in accordance with the approved drawing and specifications; and all the latest modifications/up-gradation will be incorporated in the equipment. The materials used, whether or not of his manufacture, should also be in accordance with the latest design and specifications.</p> <p>b. All goods/stores supplied under the contract shall have no defect, arising from design, materials, or workmanship.</p> <p>c. The warranty/guarantee will be provided on Warranty/Guarantee Form DPL- 15 / Letter of Guarantee (Annexure J) and will be applicable for 12 x months.</p> <p>d. This warranty period shall be covered by a Warranty Bank Guarantee as stipulated in para-4c above.</p> <p>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.</p> <p>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: -</p> <ul style="list-style-type: none"> • Warranty will freeze for the entire equipment/system in case any faulty component/sub-system etc renders the entire equipment/system non- operational. • If a defective component/sub-assembly, sub-system or assembly does not affect the operational capability of the entire equipment/system, warranty period of that specific component/ sub-assembly or assembly will be frozen till rectification of fault. • The Supplier shall, within the period specified in the contract and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Procuring Agency. • If the Supplier fails to remedy the defect(s) within the period specified, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract. • The supplier shall provide guarantee for through life supportability of the equipment 		
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	<p>for at least 12 months after acceptance of the entire system.</p> <ul style="list-style-type: none"> • Any additional feature, modification for improvement of the equipment introduced by the Supplier at any stage during the currency of the contract period shall be provided to the Purchaser. 		
6.	<p><u>Failure / Termination (MANDATORY CONDITION)</u></p> <p>a. If at any time during the currency of the contract, the Purchaser decides to terminate the contract for any reason whatsoever, he shall have the right to do so by giving the Supplier a written notice to that effect. In that event, the Purchaser will accept delivery at the contract price and terms, of such stores/goods which are in actual process of manufacture that is completed and ready for delivery within thirty days after receipt by Supplier of such notice.</p> <p>b. In the case of remaining undelivered stores/ goods/ materials, the Purchaser may elect either: -</p> <ul style="list-style-type: none"> • To have any part thereof completed and take the delivery thereof at the contract price, or • To cancel the remaining quantity. <p>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.</p>		

7.	<p><u>Force Majeure</u></p> <p>a. The Parties (purchaser and supplier) will not be held responsible for any delay (e.g. delay in delivery of stores, delay in due payments etc) occurring in execution of the contract due to event of force majeure such as acts of God, War, Riots, Civil Commotion, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the parties and events or circumstances on which the parties has no control. In such an event occurring at the supplier's end, the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores or of export permit for the export of the contracted stores from the country of its origin or any third party license and exchange rate fluctuations after signing of the contract shall not constitute force majeure.</p> <p>b. Where the case of force majeure causes delay in the delivery of respective stores, and/or services or any other delivery and should such delay exceed a period of 6 (six) months, only purchaser shall have the right to terminate the contract. In case of termination by the buyer, the supplier shall deliver the items which, as of the effective date of termination, have been finished or items which are on the production line and are due to be completed within a specific timelineto be rendered by Supplier in writing.</p> <p>c. Any of the above-mentioned event or pandemic etc already occurring before the signing of the contract will not be considered as force majeure.</p>		
8.	<p><u>Liquidated Damages / Late Delivery (LD).</u> In the event of delay for more than 21 days in delivery of any task as per contract at Supplier's fault, the Supplier shall inform the purchaser before expiry of such delivery/completion period giving reasons/justification for it. The purchaser shall have the right to take following actions:-</p> <p>c. 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.</p> <p>d. 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.</p> <p>e. 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 the period exceeding the original delivery/completion period, subject to the provision that the</p>		

	<p>total LDs thus imposed will not exceed 10% of the total value of the late delivered stores and services etc.</p> <p>f. The purchaser's decision under this clause shall NOT be subjected to arbitration.</p> <p>Note: SOP on imposition of LD charges is available at HIT website (https://hit.gov.pk/tender/upload/tenders/Final_SOP_of_LD_charges_v1.10_by_Dir_Proc_final_approved.pdf).</p>		
9.	<p>Penalty. The Purchaser will have the right to impose penalty of 10-15% of the contract value in addition to the LD charges (in case of late delivery as per LD clause) in case the Supplier fails to complete the contract clauses in time as under: -</p> <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>		
10.	<p>Effective Date of Contract (EDC) (MANDATORY CONDITION). EDC will preferably be established as date of signing of the contract. However, can be altered through mutual understanding between supplier and purchaser.</p>		
11.	<p>Surviving Obligations. All terms which, either by implication or expressly, survive the expiry of this contract, shall survive and in particular termination, intellectual property rights, secrecy, export control (if any); notices; applicable law and arbitration.</p>		
12.	<p>Risk and Expense. In the event of failure on the part of the Supplier to comply with the contractual obligation, the contract shall be cancelled at the risk and expenses of Supplier.</p>		
13.	<p>Transfer of Title and Risk. Risk of the loss and damage to the equipment shall be transferred to the Purchaser in accordance with the "INCOTERM 2020" used in the contract. Title to the equipment shall be transferred to the Purchaser when the Supplier has received full payment of the contract price.</p>		
14.	<p>Arbitration. Disputes (if any) shall be ultimately settled in compliance with the laws of Pakistan.</p>		
15.	<p>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</p>		

	<p>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:</p> <p>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 complaints or disputes post-contract award, arbitration proceedings will be conducted under the Arbitration Act of 1940.</p> <p>The venue of arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.</p> <p>a. The arbitration award shall be final.</p> <p>b. In the course of arbitration, the contract shall be continuously executed except that part which is under arbitration.</p> <p>c. All proceedings under this clause shall be conducted in English language and in writing.</p>		
16.	<p><u>Purchaser's Right (MANDATORY CONDITION)</u>. The purchaser reserves the right of deletion, addition, and cancellation of the contract in part or full without assigning any reason whatsoever and without financial repercussion on either side within 21 days after signing of the contract. Such information will be passed to the supplier on his legal address by the Purchaser through the fastest possible means i.e. Telephone, Fax, Telex, Cable and Telegram etc.</p>		
17.	<p><u>Secrecy</u>. The Supplier(s) shall undertake that any information about the sale/purchase of stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by H I T , to receive it. Any breach on this account will be punishable under the Administrative Actions (Official Secret Act 1923) as per the Government of Pakistan in addition to termination of the contract with imposition of penalty upto 100% of the contract value on the supplier. A Non-Disclosure Agreement (attached at Annexure D) will be incorporated in the contract in this regard. This clause will not be subjected to arbitration.</p>		
18.	<p><u>Amendment in Contract (MANDATORY CONDITION)</u>. Amendment in contract, if required, shall be processed in writing and made with mutual agreement / consent of both the parties.</p>		
19.	<p><u>Disclosure Clause (MANDATORY CONDITION)</u>. The Seller has to provide a disclosure certificate, duly signed, along with technical and commercial proposals as per prescribed format at Annex-D, which shall consequently form part of the contract.</p>		
20.	<p><u>Defence against Supply Chain Attacks on Army Cyber System</u>. In order to safeguard against Supply Chain Attacks on the Pakistan Army Cyber System, the Supplier(s) shall undertake following: -</p> <p>a. <u>EMC Compliance</u>. The contractor will render a certificate for EMC compliances, as per the GSR military/ international commercial standards included in the GSR from accredited EMC</p>		

	testing national/ international lab, failing which the Purchaser will have the right to impose penalties as per the policies and rules of the GoP. This may also lead towards cancellation of the contract agreement and blacklisting of the firm.		
21.	<p><u>Workmanship and Materials</u></p> <ol style="list-style-type: none"> 1. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with the recognized good practice. The Supplier shall submit for the approval of the purchaser, his detailed method statement(s) for the execution of such items of work as may be desired by the Purchaser. Approval of such method statement(s) shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional costs. 2. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work onboard/ Site which is about to be covered up or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonable delay carry out the examination, measurement, or testing. 		

PART – III**TERMS AND CONDITIONS GOVERNING THE CONTRACT**
(TECHNICAL CONDITIONS / SPECIFICATIONS)

Ser	Clause	Firm's Reply (Complied/ Not- Complied/ Partially Complied)	Firm's Reply /Remarks
1.	<p><u>Technical Specifications</u></p> <p>a. The store / equipment should conform to the specification/service requirements and technical data/drawing (if applicable) as per Annexure G. Offer not conforming to the required services/specification or multi-offers will be rejected. Supplier shall further undertake to provide all the contracted services/stores/ goods as per the requirements/specification.</p> <p>b. All stores/items/goods delivered should be brand new, from the current production year, conforming to the Purchaser specifications/ satisfaction. The supplier will provide all the OEM certificates, quality certification/inspection documents to the Purchaser confirming the quality of the products being supplied under this contract. Stores must bear the manufacturer's identification marking/monogram.</p>		
2.	<p><u>Inspection/Testing of Store</u></p> <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/Test standards and specifications.</p> <p>b. The Procuring Agency or its representative shall have the right to inspect and/or to test the defence equipment/stores to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. The Technical Specifications shall specify the inspections and tests.</p> <p>c. Should any inspected or tested goods fail to conform to the specifications, the Procuring Agency may reject the goods, and the Supplier shall replace the rejected goods to meet the specification requirements free of cost to the Procuring Agency.</p> <p>d. The Procuring Agency's right to inspect, test and, where necessary, reject goods after the</p>		

	goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the goods" shipment from the country of origin.		
3.	<u>Change in Specification/Manufacturer/Model.</u> No alteration in make/brand and quality of stores will be entertained after opening of Bids. To the contrary, any change/improvement will require approval of the technical authority/ user.		
4.	<u>Checking of Store at Consignee End.</u> All stores will be checked at Consignee's end in the presence of Supplier's representatives. If for the reasons for economy, or any other reason, the Supplier decides not to nominate his representative for such checking, an advance written notice to this effect will be given by the Supplier to the consignee prior to or immediately on shipment of the stores. In such an event, the Supplier will clearly undertake that the decision of consignee with regard to quantities and description of a consignment will be taken as final and discrepancy found will be accordingly made up by the Supplier. In all other cases, the consignee will inform the Supplier about arrival of consignment immediately on receipt of stores through registered mail or fax. If no response from the Supplier is received within 15 days from initiation of letter, the consignee will have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores will be binding on the supplier in such cases.		
5.	<u>Advance Sample (Mandatory Condition).</u> The bidder are required to provide adv sample (if required) on " Free of Cost" at APC Factory HIT Taxila Cantt within 10 x days from the issuance of letter. The said samples will evaluated / tested as per required quality standard and conformance of desired specification. In case of failure to provide advance sample, technical offer will stand rejected.	Applicable	

SCHEDULE OF REQUIREMENT AND DELIVERY

a. The store will be delivered within 02 x weeks from the date of signing of contract. The store will be properly packed and package will be marked with contract no date and address of the consignee i.e. APCF, Margalla Heavy Industries Limited.

S No	Items	A/u	Qty Req
(1)	Limit Switch	Set	09
(2)	Shock Absorber for Door Glass	Set	09
(3)	Actuator	Nos	09

EVALUATION CRITERIA**Evaluation Criteria**

a. **Qualification Criteria.** Participating firms should meet the following criteria with:-

(1) 70% aggregate score of all categories.

(2) The scoring would be done as under:-

Ser	Description	Maximum Points
(a)	Financial Soundness	35
(b)	Past Experience / Previous Record	25
(c)	Past Performance	40
Total		100

(3) Further details of criteria for each of the above categories are as follows:-

(a) **Financial soundness.** Credit marks for financial soundness of the firm shall be on the basis of following qualifications:-

Ser	Description	Max Points	Explanation for Marks Obtained	Remarks
i.	Annual turnover of last Financial Year	15	15 marks for Rs 1 Million & above. Others will be graded relatively	Else Income Tax return for last financial year.
ii.	Working Capital of last year	15	15 Marks for working capital of 0.5 Million or above. Others will be graded relatively	
iii.	Litigation History where decision went against the firm	5	Full marks for firms with no litigation history. One mark will be deducted for each litigation where decision went against the firm.	(Affidavit on judicial stamp paper as per Annexure 'E' to be provided).
Total		35		

(b) **Past Experience.** Credit marks for experience shall be awarded on the basis of following qualifications:-

Ser	Description	Max Point	Explanation for Marks Obtained	Remarks
i.	Projects of similar nature and complexity i.e. Procurement of Store for Bullet Proofing (B-6 Iv Protection)	15	Formula: Score = $\frac{C}{2X} \times 15$ C=Total Amount of contract in last three years X= Last Purchase Rate	Attested and verifiable copies of related contracts / Purchase orders be attached.

ii.	Status of enlistment with Government Organizations	10	Full marks will be given on provision of at least 1x Registration certificate. Non registered firms be awarded 2.5	Attested copies of Registration certificates to be enclosed.
Total		25		

- (c) **Past Performance.** Credit Marks for past performance shall be awarded on the basis of following criteria.

Ser	Description	Max Points	Maximum Points	Remarks
i.	Contracted store supplied beyond DP in last 3 years (data will be attached duly verified from the concerned procurement agency).	10	Marks of bidders will be calculated as per given formula:- X1 = Total value of last 3 years' contracts. X2 = Total value of last 3 years' contracts completed within DP first go. Formula: Score = $\frac{X2}{X1} \times 10$	
ii.	Quantum of rejections of items in the last 3 years contracts (data will be attached duly verified from the concerned procurement agency).	10	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 = $\frac{X2}{X1} \times 10$	
iii.	Timely provision of docus/ bank guaranties / bid security money	5	0.5 x marks would be deducted for not provision of docus/ bank guaranties / bid security money	(data will be attached duly verified from the concerned procurement agency).

iv.	No of contracts / items still pending beyond DP (data will be attached duly verified from the concerned procurement agency).	5	0.5 x marks would be deducted for each contract in hand, which is pending beyond DP over 2 months	
v.	Risk and Expense action.	5	0.5 x mark will be deducted per "Risk and Expense" action.	
vi	Response to procurement queries /problems of the procuring agencies	5	0.5 x mark will be deducted for each advice / warning letter issued to the firm by any procurement agency.	
Total		40		

FINANCIAL PROPOSALSCHEDULE OF PRICE - SUMMARYDescription 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

(4) The Recipient _____ (Name of CEO/Director) _____ of _____ (Name of firm) _____ hereto desires to have business interactions with _____ (Department/Sponsor) _____ for _____ (Purpose).

(5) 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.

(6) **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.

(7) **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.

(8) **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: -
 - i. The completion or termination of the dealings between the parties contemplated hereunder the termination of this Agreement; or,
 - ii. 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).

(9) **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.

(10) **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: -
 - i. In the case of personal delivery or electronic-mail, on the date of such delivery.
 - ii. In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.
 - iii. 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: _____

Signature: _____

Rank: _____

Name: _____

Designation: _____

Appointment: _____

Name: _____

Organization/Firm: _____

For and on behalf of

Name: _____

Islamic Republic of Pakistan

Date: ____/ ____/2024

Date: ____/ ____/2024

Annexure E to Section - B**CERTIFICATE OF ELIGIBILITY / LITIGATION / 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 _____

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 PERFORMANCE ON JUDICIAL STAMP PAPER OF Rs. 100/- OR AS SUITABLE TO THE AMOUNT OF BANK GUARANTEE)

1. Contract no. _____ dated _____ 2024
2. Name of Firm _____
3. Address of Firm/Contractor _____
4. Name of Guarantor _____
5. Address of Guarantor _____
6. Amount of Guarantee Rs. _____
(in words)
7. Date of Expiry of Guarantee _____

To: The Chief Executive Officer Margalla Heavy Industries Limited Taxila Cantt
Sir,

8. Whereas your good self have entered into Contract No. _____ dated _____ with Messers _____
(Full Name and Address)

hereinafter referred to as our customer and that one of the conditions of the contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs/or relevant currency _____ Rupees (_____).

9. In compliance with this stipulation of the contract, we hereby agree and undertake as under:-
 - a. To pay to you unconditionally on demand and/or without any reference to our customer an amount not exceeding the sum of Rs/or relevant currency _____ Rupees (_____) as would be mentioned in your written Demand Notice.
 - b. To keep this Guarantee in force till _____
 - c. That the validity of this Bank Guarantee shall be kept on clear year ahead of the original/extended delivery period or the warranty 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, discharge 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 amend/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/or relevant currency _____ Rupees (_____)
 - f. That the Bank Guarantee herein before given shall not be effected 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.

Guarantor

Dated: _____

(Bank Seal and Signatures)

Annexure I to Section - B

IT No. _____ dated _____

Form DPL-15**MINISTRY OF DEFENCE PRODUCTION****HEAVY INDUSTRIES LIMITED****SUPPLIER'S WARRANTY/GUARANTEE**

Firm's Name: _____

Contract No.: _____

a. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with the approved drawing and specifications in all respect in accordance with the terms of contract and that the materials used whether or not of our manufacture, are in accordance with the latest accepted standard specifications, and of good workmanship throughout, and that we will replace free of cost with in three months every article or part which before use or in use shall be found defective, or is found out of the limits and tolerance of specification requirement of the contract.

2. In case of failure to replace the defective stores as stipulated in the contract the Supplier hereby undertakes to refund the relevant cost FOR Taxila as the case May be in the currency/currencies in which paid plus freight charges, upto consignee's end and the purchaser shall have the right to purchase the stores declared/rejected defective at our risk and cost.

3. The warranty will remain valid for a period of 12 x months after the after issuance of last CRV / CRC.

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.*

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: Margalla Heavy Industries C/O
Heavy Industries Limited
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;

Section-C

- 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 **60 days** extendable to 90 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 1,000./- in favour of CEO Margalla HIL 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.

Section-C

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:

Margalla Heavy Industries Limited
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 120 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.	Black listing certificate. 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.

Signature of Firm Auth Signatory

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 tender opening proceedings.
- c. Validity of offer will be 60 days extendable to 90 days.
- d. Firm must ensure that No COLUMN is left blank while filling technical and commercial 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 breakdown of 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)