HEAVY INDUSTRIES TAXILA
COMMERCIAL DIRECTORATE
TAXILA CANTT

TENDER DOCUMENT

Tender No:2613-1/IDEX-27/Freight Svcs/ COM/HIT dated ___ Nov 2026

Standard Bidding Document (SBD)

for

Freight Services for Transportation of Exhibition Store of HIT

(Single Stage Two Envelope)

FOR TAXILA BASIS

Bid Submission Date: **27 Nov 26 at 1030 hours**

Bid Opening Date: **27 Nov 26 at 1100 hours**

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COMMERCIAL DIRECTORATE
HEAVY INDUSTRIES LIMITED

TENDER NOTICE

1. Sealed tenders are invited from reputed firms possessing NTN Certificates for supply of under mentioned services. Procurement will be carried out in the light of PPRA and DPP&I-35 rules:-

Tender No	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection of Tender Documents	Date and time of Tender	
						Submission	Opening
IT –01-2613	Freight Services for Transportation of Exhibition Store (Detail at Anx 'A')	As per Anx 'A'	As per Anx 'A'	As per Para 2, Part-I of Section 'B' (Page no 10)	Tender available on PPRA (EPMS) website	27 Nov 2026 at 1030 hours	27 Nov 2026 at 1100 hours

2. Bidder must submit the following document along with check list attached at Section – C at the 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).

3. **Bid Security**. As per bidding documents.

4. **Validity of Offer**. As per bidding documents.

5. **Performance Bank Guarantee**. As per bidding documents.

6. Detail terms and conditions are mentioned in the tender documents.

7. Tender will be opened in the tender room of Com Dte in the presence of firm representative.

For further Information
Tel: (051) 9315333 Ext **62933**
Deputy Assistant Director (Exhibitions) Waqas Rafique Malik
Mob# 0321-4976044 Tel: (051) 9315020

HEAVY INDUSTRIES TAXILA

TAXILA CANTT

Tender No: 2613-1/IDEX-27/Freight Svcs/ COM/HIT dated ___ Nov 2026

For

Freight Services for Transportation of Exhibition Store of HIT

(Single Stage Two Envelope)

INVITATION TO BIDS

Date: ___/Nov/2026

1. This Invitation to Tender (IT) follows the Procurement Notice (PN) or Procurement Advertisement(PA) for the subject procurement which will appear on PPRA Website and 2 x Newspaper.

2. The Commercial Directorate, Heavy Industries Taxila now invites sealed bids from eligible Suppliers for the provision of Freight Services for Transportation of Exhibition Store of HIT on “In Local Currency”. The complete original bid (technical & commercial) alongwith 1xcopy of technical bid, properly filled in, and enclosed in sealed envelope(s) must be delivered as under:-

Ser	Activity	Response	Remarks
a.	Bid submission	10:30 hours 27 Nov 26	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours 27 Nov 26	Venue Commercial Directorate HIT Taxila
c.	Pre-bid meeting	N/A	-
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), Pay Order (PO) in favour of Director Commercial Heavy Industries Taxila, Taxila Cantt 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 incase 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 **51 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,

Assistant Director (Revolving Cell)
Commercial 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-35will be followed strictly. Key points are as under:-

a. **Ineligible Countries**. India, Israel & Taiwan.

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 orders us pending 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 **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.

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 **01 x 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, 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 with in it:-

To: Lieutenant Colonel Atif Jamil
Assistant Director (Revolving Cell) –**Tender Document**
Gate No 05, Heavy Industries Taxila
Tel: (051) 9315333 Ext 62925
Fax: (051) 9315029
E-Mail: info@margallahil.com

d. ***Tender Fee. Tender fee amounting to Rs 2,000/- should be paid by participating firm***.

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 submit 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 alongwith 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 provided by the supplier in the form of a CDR/Bank Draft/Pay Order / Bank Guarantee in the favour of Director, Heavy Industries Taxila. 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) alongwith 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 theHIT'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 byanother 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.*

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 originazxl) 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. Multiple rates are quoted against one item.

p. If offer is found to be based on cartel action in connivance with other sources / participants of the tender.

q. In case breakup cost / conditions of offer are not as per IT conditions (refer to **Annexure C** to **Section – B**).

r. If OEM and Principal's names and complete addresses are not mentioned.

s. 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-65 of PPRA-2026.

b. **Procedure**

(1) Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

(2) Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

(3) In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

(4) In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:

a) Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

(5) The GRC shall investigate and decide upon the complaint within ten days of its receipt.

(6) Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

Miscellaneous

a. Address. Address for submission of Bids and lodging complaints to the GRC is as under:-

Submission of Bid:-
Lieutenant Colonel Atif Jamil
Assistant Director Commercial (Revolving Cell)
Gate No 5 (Tender Document)
Heavy Industries Limited Taxila Cantt
Tel: (051) 9315333 Ext 62925
Fax: (051) 9315029
E-Mail: info@margallahil.com

Section - B

PART– I

BID DATASHEET (BDS)

(FIRMS WILL SUBMIT BIDS DULY SIGNED AND STAMPED WITH TECHNICAL PROPOSAL)

IT No:	**01-2613/IDEX-27/Freight Svcs/COM/HIT dated ___ Nov 2026**
Procuring Agency:	**Heavy Industries Taxila , Taxila Cantt**
Description of Stores:	***Freight Services for Transportation of Exhibition Store***

General			**Firm's Response**
1.	Description and quantity of stores:	As per "**Schedule of Requirement**" at **Annexure A**.	
2.	Delivery Period:	**Transportation of store from HIT, Taxila Cantonment to IDEX-2027, Abu Dhabi, UAE scheduled to be held with effect from 25-29 Jan 2027 at Abu Dhabi, UAE and back to Taxila Cantonment, Pakistan after culmination of said exhibition.** **Note: Store must reach 3-4 days prior start of above mentioned exhibitions (By Air).**	
3.	Destination(consignee):	Director Commercial, HIT Taxila Cantonment	
4.	Ineligible countries	India, Israel & Taiwan	

5.	Eligibility of bidders	Bidders are required to meet the following criteria:- a. **Agency agreement with official freight forwarder of exhibition (Attested copy of the certificate to be provided before signing of contract).** b. **Local representative must be present during exhibition. Detail of same must be provided by firm by 24 Jan 2027 (certificate to this fact must be attached in technical quotation).** c. **Firm will also provide 2 x labours on one day before start of exhibition and last day of exhibition.** d. **PIFFA license is mandatory for all participating firms (attested copy of the certificate to be provided).** e. **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.** f. **Bidder will be responsible for insurance of store (Certificate to be provided)** g. **Supplier is responsible for pickup, handling, custom clearance any other formalities required for Transportation of store.**	**Section - B**
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.	

<table>
<tr><td colspan="3">Bidding Documents</td><td>Section - B</td></tr>
<tr><td>9.</td><td>Bid validity period</td><td>60 days after opening of commercial bid.</td><td></td></tr>
<tr><td>10.</td><td>Copies of IT documents to be submitted</td><td>One original along with one copy of technical bid</td><td></td></tr>
<tr><td>11.</td><td>Submission of offer</td><td>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.</td><td></td></tr>
<tr><td>~~12.~~</td><td>~~Technical proposal~~</td><td>~~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.~~</td><td></td></tr>
<tr><td>13.</td><td>Bid Security / Earnest Money</td><td>Firm will provide Bid Security/Earnest Money as per clause 11 as per format at Annexure F respectively. After acceptance of the Technical Offer (where applicable), the Bid Security/Earnest Money envelop will be opened. Incase Bid Security/Earnest Money is found correct, only then the Financial Proposal will be opened. Incase Bid Security/Earnest Money is not found as per requirement, the Financial Proposal will be returned un-opened.</td><td></td></tr>
<tr><td>14.</td><td>Changes in bidding documents</td><td>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.</td><td></td></tr>
<tr><td>15.</td><td>Evaluation Criteria
(detail scoring mentioned at Annexure B”)</td><td>
<table>
<tr><th>Ser</th><th>Description</th><th>Maximum Points</th><th>Passing Marks</th></tr>
<tr><td colspan="2">b. Performance Evaluation</td><td></td><td></td></tr>
<tr><td>(1)</td><td>Financial Soundness</td><td>50</td><td>35</td></tr>
<tr><td>(2)</td><td>Past Experience / Record</td><td>50</td><td>35</td></tr>
<tr><td colspan="2">Sub Total</td><td>100</td><td>70</td></tr>
</table>
</td><td></td></tr>
<tr><td colspan="3">Contractual Aspects and Life Cycle Support</td><td></td></tr>
<tr><td>16.</td><td>Terms and Conditions of the contract</td><td>See Part II to Section – B.</td><td></td></tr>
</table>

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 withbids, if required	-
19.	Spare parts required	-
20.	Spare parts and after sales service facilities in Pakistan	-
21.	Purchaser's Right **(MANDATORYCONDITION)**	Government of Pakistan (represented) by 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 theindent, 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.

Section - B

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.	**Delivery Schedule**. **Transportation of store from HIT, Taxila Cantonment to IDEX-2027 scheduled to be held with effect from 25-29 Jan 2027 at Abu Dhabi, UAE and back to Taxila Cantt, Pakistan after culmination of said exhibition.** **Note: Store must reach 3-4 days prior start of above mentioned exhibitions (By Air).**		
2.	**Terms of Payment** 2.1 100% Payment will be made by HIT, Taxila Cantt on return of store at Taxila out of Revolving Fund 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. c. Professional Tax Payment and Active Tax Payer certificate of current fiscal year. 2.2. Partial payment is not allowed.		
~~3.~~	~~**Payment to the Principal and Agent**. Cost of 100% stores will be paid to the Principal through LC in accordance with the milestones mentioned above; however, maximum upto 4% Agent Commission will be paid in Pakistan Currency out of HIT Fund to the agent as per the Agent Commission Clause.~~	~~Not Applicable~~	
4.	**Security Deposit/Bank Guarantee (BG)**.Bank Guarantee in shape of bank guarantee (on judicial paper valued rupees Rs.100.00) 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. a. **Performance Bank Guarantee (PBG)**. PBG equivalent to 5% 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 30 x days beyond the return of store at Taxila, Pakistan. Format of PBG is at Annexure 'I'.		

5.	**Insurance**. The insurance premium in case of FOB / FCA contract only involving insurance cover shall be on the Purchaser's account paid in actual Pakistan currency out of HIT Account Rawalpindi to the National Insurance Company Limited, Islamabad, Pakistan.	Not Applicable	**Section - B**
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.	Not Applicable	
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 bythe 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.	Not Applicable	
8.	**Agent Commission**. Firm will declare, in its offer, the Agent commission maximum upto 4% (in line with the policies of the MoDP) in case of contracts involving a local agent and render a certificate. The payment to the Principal and the Agent shall be made on following: - a. LC in favour of foreign principals / OEM will be opened for the contract value less the amount of agreed Agent Commission, which will be paid in local currency by HIT Account /. On successful completion of contract i.e. issue of No Demand Certificate (NDC) by the firm and No Objection Certificate (NOC) by the user, agent will raise his agent commission bill. b. In case agent the Agent and the Agent Commission is not involved in the contract, the foreign principal / OEM will render „No Agent Commission" certificate. Accordingly, the LC in favour of the foreign principal / OEM will be opened for the full value of contract.	Not Applicable	
9.	**Taxes / Duties Charges**. 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).		
10.	**Warranty/ Guarantee** 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. b. All goods/stores supplied under the contract shall have no defect, arising from design, materials, or workmanship.		

Section - B

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.

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.

(2) 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.

(3) 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.

(4) 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.

(5) The Supplier shall provide guarantee for through life supportability of the equipment for at least 12x months after acceptance of the entire system.

(6) 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.

11.	**Failure / Termination (MANDATORY CONDITION)** 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. b. In the case of remaining undelivered stores/ goods/ materials, the Purchaser may elect either: - (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.		**Section - B**
12.	**Force Majeure** 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. 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. 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.		

13.	**Liquidated Damages / Late Delivery (LD).** 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:- 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 the period exceeding the original delivery/completion period, subject to the provision that the total LDs thus imposed will not exceed 10% of the total value of the late delivered stores and services etc. d. The purchaser's decision under this clause shall NOT be subjected to arbitration. ***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).*	**Section - B**	
14.	~~**Export License / Permit / End User Certificate (MANDATORY CONDITION).** Supplier shall be responsible to obtain from the Government(s) concerned all the permits and the export licenses etc, required to enable each consignment to be shipped immediately as per the delivery schedule. In case the Supplier fails to arrange export license(s) within **45 days** of the issuance of **End User Certificate** (**EUC**), the purchaser reserves the right to cancel the contract with imposition of suitable penalty on the Supplier as per "Penalty Clause", without prior notice. The purchaser shall provide **EUC** (**if asked for in the tender)** to the Supplier within **30 days** of receipt of written request from the Supplier, for the purposes of getting the export license/permit. Supplier will initiate such request within 15 days of the signing of the contract. However, Purchaser will not be responsible to arrange export license(s)/permit(s) on behalf of the Supplier for the export of the contracted goods/stores. The format of the EUC (if any) should be provided by the Supplier (as Annex/Appendix) with the bid for incorporating in the contract. Else, the EUC will be issued on standard format(s) held with HIT, unless a tailor made EUC is provided by the Supplier's Government.~~	~~Not Applicable~~	

15.	**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: - a. Supplier fails to obtain export licenses from its own government or any third party or the contract has become idle. 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. c. The penalty shall not absolve the Supplier to undertake the repairs in Pakistanor 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.		**Section - B**
~~16.~~	~~**Offset / Transfer of Technology (ToT)**. The Supplier will offer offset / ToT, as per the policy of the Government of Pakistan, equivalent to 20-40% of the contract value and submit with the Technical Proposal for prior approval by the technical authority. The same will be made part of the contract or a sub-contract covering the offset / ToT will be signed subsequently with this Directorate. The ToT/Offset offered by the OEM in its Technical or Commercial Offer should not be subjected to the approval ofits Govt.~~	~~Not Applicable~~	
17.	**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.		
18.	**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.		
19.	**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.		
20.	**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.		
21.	**Arbitration**. Disputes (if any) shall be ultimately settled in compliance with the laws of Pakistan.		
22.	**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 complaints or disputes post-contract award, arbitration proceedings will be conducted under the Arbitration Act of 1940. 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. c. The arbitration award shall be final. d. In the course of arbitration, the contract shall be continuously executed except that part which is under arbitration. e. All proceedings under this clause shall be conducted in English language and in writing.		**Section - B**
23.	**Purchaser's Right (MANDATORY CONDITION)**. 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.		
24.	**Secrecy**. 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.		
~~25.~~	~~**Provision of Rate Running Contract (MANDATORY CONDITION)**. The Seller shall provide surety for continued provisioning of spares for minimum 15 x years through formal conclusion of Rate Running Contract (RRC)/Service Level Agreement (SLA) for continued provisioning of spares/ technical support from OEM.~~	~~Not Applicable~~	
26.	**Amendment in Contract (MANDATORY CONDITION).** Amendment in contract, if required, shall be processed in writing and made with mutual agreement / consent ofboth the parties.		
~~27.~~	~~**Project Management Review (PMR) Meetings**. The firm must offer the _____ PMR(s) along with venue(s) to ensure smooth execution of the contract. All expenditures regarding boarding/lodging, transportation including international tickets, visa charges and health care etc for PMR meetings team will be borne by the firm.~~		

28.	**Disclosure Clause (MANDATORY CONDITION)**. 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.		**Section - B**
29.	~~**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.~~		
~~30.~~	~~**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 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.~~ ~~b. **Hardware/ Software Vulnerability**. The contractor will ensure that supplied hardware/software does not contain back door advance persistent threat/logic bomb or any cyber security vulnerability causing this equipment to be compromised / used for data threat. In case of failure, the Purchaser will havethe right to cancel the contract agreement at any stage, blacklist the firm/contractor, impose financial penalty amounting to **not less than 5%** of the total cost of contract in addition to non-payment for inappropriate equipment.~~ ~~c. **Country of Origin**. The contractor will ensure that any equipment/ component of Indian, Israeli & Taiwan origin is not delivered, failing which the Purchaser will have the right to cancel the contract agreement at any stage, blacklist the firm/contractor, impose financial penalty amounting to **not less than 5%** of total cost of contract in addition to non-payment for inappropriate equipment.~~		

~~31.~~	**~~Workmanship and Materials~~** ~~a. 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.~~ ~~b. 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.~~	**Section - B**	

PART– III **Section - B**

TERMS AND CONDITIONS GOVERNING THE CONTRACT (TECHNICAL CONDITIONS/SPECIFICATIONS)

Ser	Clause	Firm's Reply (Complied/ Not-Complied/ Partially Complied)	Firm's Reply /Remarks
~~1.~~	~~**Technical Specifications**~~ ~~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.~~ ~~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.~~		
~~2.~~	~~**Inspection/Testing of Store**~~ ~~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**.~~ ~~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.~~ ~~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.~~ ~~d. The Procuring Agency's right to inspect, test and, where necessary, reject goods after the 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.~~	~~**Change in Specification/Manufacturer/Model**. No alteration in make/brandand 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.~~	~~**Pre-Shipment Inspection (PSI)**. PSI will be carriedout as per **Annexure G** by technical team ex HIT (___ members) at the firm's premises against ATPs, GSR and Special Instructions of the contract. Duration of PSI will be ____ working days. All expenses for international ticketing, visa charges, boarding / lodging, messing, transportation and health care will be borne by the firm.~~		
~~5.~~	~~**Post Shipment Inspection**. PoSI of equipment will be carried out by____ ex HIT in the presence of firm's representative for correctness / completeness, performance parameters any damages in the light of pre-shipment inspection report, term and conditions of the contract. Firm will provide Pre-Delivery Inspection (PDI) report with preservation done for safe transportation through ship and its de-processing to inspection team. On the basis of Post-Shipment Inspection relevant consignee will clear the CRV accordingly.~~		
6.	**Checking of Store at Consignee End**. All stores will be checked at Consignee's end in the presence of Freight Forwarder representatives. If for the reasons for economy, or any other reason, the Freight Forwarder decides not to nominate his representative for such checking, an advance written notice to this effect will be given by the Freight Forwarder to the consignee prior to receipt of stores. In such an event, the Freight Forwarder 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 Freight Forwarder. If no response from the Freight Forwarder is received within **02 days** from initiation of letter, the consignee will have the right to proceed with the checking without Freight Forwarder representative. Consignee's report on checking of stores will be binding on the supplier in such cases.		
~~7.~~	~~**Advance Sample (Mandatory Condition)**. The bidders must confirm in the respective technical offers that the advance samples of the items mentioned in the tender (as per sample) are readily available and will be provided (if req) on "NO COST NO OBLIGATION BASIS" within 15 x days of intimation. The advance sample may require destructive testing at firm's expenses. The samples will be required to be deposited with APCF, HIT. If the bidders fail to provide the advance samples within 15 days of intimation despite the confirmation in the technical offer, the firm will be disqualified alongwith confiscation of the bid security money. The next 'Most Advantageous Bidder" will be given the chance to provide the sample.~~	~~Not Applicable~~	

Annexure A to Section – B

PACKING LIST
DEFENCE STORE TO BE EXPORT TO IDEX-2027, ABU DHABI, UAE AND BACK TO TAXILA CANTONMENT (PAKISTAN)

Ser	Nomenclature	Size of Box in CMS L,W,H	Total Weight of Box (Approx)
1.	Box (Plastic)	120 x 80 x 56	200 Kg
2.	Box (Plastic)	120 x 80 x 56	200 Kg
3.	Box (Plastic)	108 x 64 x 69	50 Kg
4.	Box (Plastic)	108 x 64 x 69	50 Kg

Note:

- The price quoted must be firm and final and inclusive of all taxes, duties, packing, handling charges.
- The approx box quantity will be 10 to 12 and same will be confirmed before signing of the contract.
- **Overall estimated weight of the consignment is Approx 800~900 Kgs.**

Annexure B to Section – B

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	50
(b)	Past Experience / Previous Record	50
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 3 x Financial Years	20	Marks will be calculated as per the formula:- **Formula** Score = $\frac{(Y1+Y2+Y3)}{3X}$ x20 *(Y1,Y2,Y3 respective annual turnovers of last three years) X= Last purchased rate / estimated value of the quoted items available with HIT.	**Third Party generated verifiable audit reports for last three financial years to be provided.** Note: All calculation will be done in Rs.
ii.	Working Capital of last three years (Third party generated verifiable audit report to be provided)	20	Marks will be calculated as per the formula Score= $\frac{(Y1+Y2+Y3)}{3X/2}$ x20 *(Y1,Y2 and Y3 being respective working capitals of last three years. X= Last purchased rate / estimated value of the quoted items available with HIT. Note: All calculation will be done in US$.	
iii.	Litigation History where decision went against the firm	10	Full marks for firms with no litigation history. Two 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		**50**		

(b) **Past Experience / Performance**. 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. Transportation of defence store in International exhibitions completed in last ten years	15	Marks will be calculated as per the formula Score= C x15 2 X C= Total amount of contract in last three years. X= Last purchased rate estimated with HIT.	**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 7.5 gratis Marks	**Attested copies of Registration certificates to be enclosed.**
III.	Fleet capabilities (if any), tracking and technical expertise, customs expertise, licensing etc.	5	Full marks will be given on provision of documented proof.	
IV.	Contracted store supplied beyond DP in last 3 years (**data will be attached duly verified from the concerned procurement agency**).	5	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 = X2 x 5 X1	
V.	Quantum of rejections of items in the last 3 years contracts (**data will be attached duly verified from the concerned procurement agency**).	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 = X2 x 5 X1	

VI.	Timely provision of docus/ bank guaranties / bid security money	2.5	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**).
VII.	No. of contracts / items still pending beyond DP (**data will be attached duly verified from the concerned procurement agency**).	2.5	0.5 x marks would be deducted for each contract in hand, which is pending beyond DP over 2 months	
VIII.	Risk and Expense action.	2.5	0.5 x mark will be deducted per "Risk and Expense" action.	
IX.	Response to procurement queries /problems of the procuring	2.5	0.5 x mark will be deducted for each advice /warning letter issued to the firm by any procurement agency.	
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	Price Per 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 Informationas 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:_____	Signature:_____
Rank: _____	Name:_____
Designation:_____	Appointment:_____
Name: _____	Organization/Firm:_____
For and on behalf of	Name:_____
Islamic Republic of Pakistan	Date: ____/ /2026
Date: ____/ /2026	

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 _____

Annexure F to Section - B

IT No._____dated _____

BID SECURITY / EARNEST MONEY FORM

To:_____[*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

ITNo._____dated_____

DETAIL TECHNICAL SPECIFICATIONS / GSR/SPECIAL INSTRUCTIONS / PSI DETAILS / ILS / PWLS PACKAGE/ORANYOTHER TECHNICAL DOCUMENT

Ser	Parameters	Firm's Response

Annexure H to Section – B

AA RATED INSURANCE ADVANCE BANK GUARANTEE FOR CONTRACT (ON JUDICIAL STAMP PAPER OF Rs. 100/- OR AS SUITABLE TO THE AMOUNT OF BG)

1. Contract no. _____ dated _____ 2026
2. Name of Supplier/Agent _____
3. Address of Supplier/Agent _____
4. Name of Guarantor _____
5. Address of Guarantor _____
6. Amount of Guarantee Rs (or relevant currency) (_____) _____ (in words)
7. Date of Expiry of Guarantee _____

To: The President of Islamic Republic of Pakistan through the Director Commercial Heavy Industries Limited.

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 shell 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 my 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 amen/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 _____

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

1. Contract no. _____ dated_____2026
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 Director Commercial 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 shell 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 my 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 amen/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 J to Section - B

IT No._____dated_____

Form DPL-15

SUPPLIER'S WARRANTY / GUARANTEE

Firm's Name: _____

Contract No.: _____

1. We hereby guarantee that the articles transported under the terms of this contract in all respect in accordance with the terms of contract. In case, transported store found damage, Freight Forwarder will be responsible and all expense incurred on repair and maintenance of store will be charged from Freight Forwarder.

2. The warranty will remain valid for a period of 02 months after the issuance of last CRC/CRV. The warranty period of replaced stores declared defective will commence afresh from date of new receipt, whereas the warranty period of the contracted system will extend by the time taken to replace the defective stores.

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.*

Section-C

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: Commercial Directorate
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]*;

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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 **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 atany 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. 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).

b. 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).

c. 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.

d. Checklist as per Section – B is enclosed.

e. Quality Assurance Certificate.

f. Non-Disclosure Agreement.

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g. Agent Commission Certificate / No Agent Commission Certificate.

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.

Section-C

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:

Commercial Directorate
Heavy Industries Limited
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)

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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.

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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

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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 ITconditions 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

Section-C

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.

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ACKNOWLEDGEMENT SLIP

Bid No: _____

Date of Receipt: _____

Name of Firm: _____

Signature ___ (Authorized Person)