REGISTERED/IMMEDIATE
Heavy Industries Taxila
Supply Chain Management Dte
Taxila Cantonment
Tel:+9251-9315333 Ext. 63215
Fax# +92519315029
Email: dirprocdte@hit.gov.pk
IT-7160, IT-6108

Aug 2026

To: _____________
(All Concerned)

Subject: **Tender Inquiry (FOR)**

1. These documents consist of 2x Tenders, participating firms are requested to bid separately for each tender (technical and Commercial), details of each tenders is already mentioned as **Annexure A to B**.

Ser	Tender Inquiry No (IT)	Description	Remarks	Page No
a.	**IT-7160**	Procurement of Spares	**Annexure-A**	**1**
b.	**IT-6108**	Procurement of Spares for APC Rebuild Target	**Annexure-B**	**47**

2. **All IT attached as per Annexures to be quoted separately in single envelope having separate Technical and Commercial Offers**.

Annexure-A IT-7160

HEAVY INDUSTRIES TAXILA

INVITATION TO TENDER FORM 26/27

Bid No. 4756/IT-7160/2026-27/HRF(T)/FOR(B)/SCM dated 29 Jul 2026

Standard Bidding Document (SBD)

for

Procurement of Spares

(Single Stage Two Envelope)

ON

FOR Basis

SUPPLY CHAIN MANAGEMENT DIRECTORATE HIT TAXILA

TAXILA CANTT

Last Date / Time for Bid Submission: **01 Sep 2026 at 1030 hours**

Date / Time for Bid Opening: **01 Sep 2026 at 1100 hours**

Feel free to contact for any query regarding details of tendered items as well as Tender Clauses

LIST OF CONTENTS

HEAVY INDUSTRIES TAXILA
TENDER NOTICE

1. Sealed bids are invited from eligible manufacturers, authorized dealers, distributors, suppliers, or firms possessing valid National Tax Number (NTN), Sales Tax Registration (where applicable), and fulfilling the eligibility criteria prescribed in this Standard Bidding Document (SBD). Procurement will be carried out in the light of PPRA and MoDP rules:-

Tender No	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection of Tender Documents	Tender Submission Date/ Time	Tender Opening Date/ Time
IT-7160	Procurement of Rikshaw	**Attached at Annexure "A"**		03 x months after signing of contract	01 Sep 2026 at 1030 hours	01 Sep 2026 at 1100 hours	Tender available on PPRA website.

2. Bidder must submit the following documents 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 HIT/DGP/MoDP/ Govt / Semi Govt organization (if any).

b. Attested copy of Registration certificate issued by Sales Tax Department and copy of NTN certificate.

c. Audit report of last 3 x Financial Years.

d. Attested Bank Statement for last one year.

e. Attested copy of CNIC of CEO/ Dir.

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 blacklisted, suspended, nor debarred by any government organization directly or indirectly.

h. Documentary evidence of contracts executed in last 3 x financial years / works experience with Govt / Semi Govt organization.

i. Postal order of Rs 2000/- should be enclosed with Technical Bid in favour of Director Supply Chain Management Directorate (SCM), HIT Taxila.

NOTE:

In case of any query regarding Nomenclature/ Specifications, please contact following officials well before Bid Opening date:-

a. **Supply Chain Management Directorate**
Tel: (051) 9315333 Ext 63215/17
Tel : (051) 9315386
E-mail: scm.for_hit@margallahil.com

HEAVY INDUSTRIES TAXILA

Bid No. 4756/IT-7160/2026-27/HRF(T)/FOR(B)/SCM dated 29 Jul 2026

For

Procurement of Spares

INVITATION TO TENDER / INVITATION TO BID

Date: __ Jul 2026

1. This Invitation to Tender (IT) follows the Procurement Notice (PN) or Procurement Advertisement (PA) for the subject procurement which will appear in 2 x newspaper (1 x English and 1 x URDU). (if estimate value is high the Rs. 3 Mn)

2. Heavy Industries Taxila invites sealed bids from eligible Suppliers for the provision of **Procurement of Paint Items**. The complete original bid (technical & commercial) along with one additional photocopy 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 01 Sep 2026	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours 01 Sep 2026	Venue Supply Chain Management Directorate HIT Taxila
~~c.~~	~~Pre-bid meeting~~	~~11:00 hours________ 2026~~	~~Venue Supply Chain Management Directorate HIT Taxila~~
d.	Bid submission address	Gate – 5, Heavy Industries Taxila, Taxila Cantt	Complete Bid be dropped in Tender Box before 1000 hrs on Bid submission date

2. All bids must be accompanied by a **Bid Security / Earnest Money** in the form of Call Deposit Receipt (**CDR**), Bank Draft (**BD**) or Pay Order (**PO**) in favour of Director Supply Chain Management Directorate (SCM), Heavy Industries Taxila as per the instructions provided in this IT.

3. Firms shall nominate a Lead Member / authorized representative, on the firm's letterhead, with authority to conduct all business for and on behalf of the firms during the bidding process, and in case of award of contract, during the execution of contract.

4. This IT consists of ___ **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.

5. 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.

GENERAL INSTRUCTIONS

Mandatory Conditions for the IT

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

a. No reference, written / oral will be made in the Bidding Documents or during the bidding process, of any previous contract concluded between the firm and the Procuring Agency or the firm with any other Procuring Agency inside or outside the territory of Pakistan.

b. Any deviation (except for the **MANDATORY CONDITIONS**) due to non- acceptance of IT conditions should be highlighted along-with the firm's changed offer / conditions. Bid may, however, be liable to rejection due to non-acceptance of any one or more conditions outlined by the Purchaser in this IT.

Eligibility of Firms

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

a. **Ineligible Countries**. India and Israel.

b. **Ineligible Firms**. A firm will be ineligible if: -

(1) Declared bankrupt / insolvent;

(2) Payments in favour of the firm is suspended in accordance with the judgment of a court of law;

(3) Legal proceedings are instituted against a firm involving an order suspending payments and which may result in declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(4) The firm or its management / administration is convicted, by a final judgment, of any offence involving professional conduct;

(5) Firm is blacklisted and debarred due to corrupt and fraudulent practices, or performance failure or breach of bid securing declaration.

(6) A firm which has defaulted on two or more contracts with any of the Services HQ and DPEs until the satisfactory conclusions of the contract.

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

Preparation and Delivery of Bid

3. **Validity of Bid (MANDATORY Condition)**. Bids shall be valid for **120 x days** extendable to **180 x 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.

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

a. **Technical Proposal**. The offer should contain all the relevant specifications along with **01x copy** without prices. "**Technical Proposal**", "**Tender Number**" and "**date of opening**" should be clearly marked on the face of the envelope. Copy of the muted bid security / Earnest Money envelope (**hiding the actual amount**) will be placed inside the "**Technical Proposal**" envelope.

b. **<u>Financial Proposal</u>**. 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**) will be placed in one envelope (**second cover**) duly sealed, stamped, and signed. This cover should bear the ***address of Heavy Industries Taxila, Tender number / date and IT opening date*** *as under* ~~.~~

To: Lieutenant Colonel Muhammad Shuja Chaudhry
Assistant Director Procurement – Supply Chain Management Directorate
Gate No 05, Heavy Industries Taxila
IT Number:
Bid No.<u>4756/IT-7160/2026-27/HRF(T)/FOR(B)/SCM dated 29 Jul 2026</u>
Tender Bid Submission Date/Time: 10:30 hours 01 Sep 2026
Tender/Bid Opening Date/Time: 11:00 hours 01 Sep 2026

d. **<u>Postal Order</u>**. Postal order of **Rs 2,000/-** should be enclosed with Technical Bid in favour of Director SCM, HIT Taxila.

<u>Participation and Opening of IT</u>

1. **<u>Participation in Bid Opening</u>**. IT will be opened in the presence of firms authorized representatives, who choose to attend the activity of opening of tenders on the assigned date, time and place.

a. Firms should send a representative with the knowledge of the content of the Bid who shall verify the information read out from submitted documents. Failure to send a representative or to point out any un-read Information by the firm's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bid.

b. Representative should be a responsible authority and permitted signatory, competent to negotiate and sign the contract on the behalf of the supplier / firm, if required.

c. The firms' representatives shall sign attendance sheet as proof of their attendance. Omission of firm's signature on the record shall not invalidate the contents and affect the record.

2. **<u>Opening of Tender</u>**. Tender will be opened as per the procedures laid down in DPP&I-35 / HIT and at least thirty (30) minutes after the time specified for the submission of tender. In case of closed / forced holidays, tender opening time will be considered the same on the next working day.

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

b. The "**Financial Proposal**" will be opened, when the Technical Proposal is accepted by the technical authorities. The date of opening for "**Financial Proposal**" will be intimated to the firm in advance.

c. The Financial Proposal will be returned to the firm un-opened along with the Bid

Security / EM if the Technical Proposal of firm is not technically accepted.

3. **<u>Withdrawal of Offer</u>**. Bidder cannot withdraw the offer before signing of the contract and within the validity period of offer. 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.

4. **<u>Rights Reserved</u>**. HIT reserves the full rights to accept, reject or cancel all the offers including the lowest without assigning any reason.

<u>Acceptance of Bids</u>

5. 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.

<u>Bid Security / Earnest Money (EM)</u>

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

a. **<u>Prequalified/Registered/ Indexed Firms/ Pre-qualified Firms</u>**. 2% of the quoted value subject to the maximum ceiling of Rs. **0.5** million.

b. **<u>Unregistered/Un-indexed Firms</u>**. **5%** of the quoted value subject to the maximum ceiling of Rs. **1** million.

7. 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.

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

9. **<u>Evaluation of Firm / Qualification Criteria</u>**. **Qualified Bidder, with Least Cost / Quality Cum Cost (as applicable) 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**.

<u>Pre-qualification/Registration of Firm</u>

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

a. **<u>Firms Registered with the HIT</u>**. 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. **<u>Unregistered Firms</u>**. A copy of the Bank Statement of the last one year.

c. **<u>Local Firms</u>**. 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. **<u>Foreign Firms</u>**. 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.

11. 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	Required Documents
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 CEO / Partners of in firm.
d.	Three PP size photographs for each member of management.
e.	Challan Form (*).
f.	Financial Standing / Audit Balance Sheet.
g.	Authorization letter from the MD/ CEO in case contract is being signed byanother person on his behalf.
h.	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.*

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

13. **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.

14. **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.
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. Bid Security NOT mentioned in the Technical Proposal.
h. If validity of offer is NOT quoted as specified in para-3 above or made subject to confirmation later.
i. Tender specifications / requirement not conforming in general (except **MANDATORY CONDITION**) which have to be agreed.
j. Multiple offers / Multiple rates are quoted against one item.
k. There is any deviation from General /Special / Technical Instructions provided.
l. Offers (Financial / Technical) containing non-initialed / unauthenticatedamendments / corrections / overwriting.
m. If offer is found to be based on cartel action in connivance with other sources / participants of the tender.
n. In case breakup cost / conditions of offer are not as per IT conditions (refer to **Annexure C** to **Section – B**).
o. 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. Authorization from the OEM to the agent to sign the contract on his behalf (for agent firms only). Also see relevant clauses of the DPP&I-35 dealing with the registration of an agent firm and the Agency Agreement.

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

Official Secret Act / Non-Disclosure Agreement

15. 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

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

a. **Procedure**

(1) Bidder may lodge a written complaint addressed to (Director SCM) not later than fifteen days after the announcement of bid evaluation report under **Rule - 35 of PPRA - 2021**. Complaint received 15 days after the announcement of Bid Evaluation Report will not be entertained.

(2) Decision of GRC shall be intimated to the complainant within 15 days of filing the written complaint.

(3) Decisions of the GRC shall be binding on all the parties.

(4) Bidders lodging an appeal must be clear that act of lodging a complaint shall not warrant suspension of procurement process.

(5) Firm having mala fide intentions of undermining the procurement process by lodging a complaint shall be liable to disciplinary action.

(6) Firms will highlight specific grievance in the complaint to be addressed and will avoid unnecessary blame game.

(7) Complaint must be personally signed by the authorized signatoryand must be delivered through registered mail on the address mentioned in this document.

Miscellaneous

17. **Address**. Address for submission of Bids and lodging complaints to the GRC is asunder: -

a. **Submission of Bid**:-

Lieutenant Colonel Muhammad Shuja Chaudhry
Assistant Director Procurement, SCM Directorate
Gate No 05, Heavy Industries Taxila
Bid No. 4756/IT-7160/2026-27/HRF(T)/FOR(B)/SCM dated 29 Jul 2026
Tender / Bid Submission Date / Time: 10:30 hours 01 Sep 2026
Tender / Bid Opening Date / Time: 11:00 hours 01 Sep 2026

Section - B

PART – I

BID DATA SHEET (BDS)

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

IT No:	**Bid No. 4756/IT-7160/2026-27/HRF(T)/FOR(B)/SCM dated 29 Jul 2026**
Procuring Agency:	**Supply Chain Management Directorate, Heavy Industries Taxila, Taxila Cantt**
Description of Stores:	**Procurement of Spares_____________**

General			**Firm's Response**
1.	Description and quantity of stores:	As per "**Schedule of Requirement**" at **Annexure A**.	
2.	Delivery Period:	03x months after signing of contract [*In case it is not possible to deliver goods by given date, the Supplier shall indicate DP by which store can be delivered*].	
3.	Destination (consignee):	**HRF**, HIT Taxila	
4.	Criteria for price quotation	See **Price Schedule** (Financial Proposal) at **Annexure C**	
Status of Registrations			
5.	Registered Firms	Bidders will attach attested a copy of "**Registration Letter**" and the valid Agency / Dealership / Distributor Agreement of the OEM, where applicable.	
6.	Unregistered Firms	Unregistered bidders will attach attested a copy of valid Agency / Dealership / Distributor Agreement of the OEM, where applicable. Firm will submit following forms as SVA-8121 as well as SVA-8121A in case of local firmsand forms SVA-8124 for foreign firms after qualification of technical bid.	
Bidding Documents			
7.	Bid validity period	120 x days extendable upto 90 x days	
8.	Copies of IT documents to be submitted	One original along with one copy of technical bid	
9.	Submission of offer	Firms shall submit offers in 2 x separate envelopes i.e. **Technical Proposal envelope containing muted bid security / Earnest money and Commercial Proposalenvelope containing proper Bid Security / Earnest Money envelope,** both duly sealed in one large size envelope.	

10.	Technical proposal	The "**Technical Proposal**" shall include muted bank draft of bid security / Earnest Money; complete documents as per Section - B and Section - C duly completed, signed and stamped on each page; original Agency Agreement or Manufacturing Certificate, complete technical data, literature, ATP, sketches, brochure, proposal including specification as per IT.	
11.	Bid Security / Earnest Money	Firm will provide **Bid Security / Earnest Money** as per format at **Annexure F** respectively. After acceptance of the **Technical Offer** (where applicable), the **Bid Security / Earnest Money** envelop will be opened. In case **Bid Security / Earnest Money** is found correct, only then the **Financial Proposal** will be opened. In case **Bid Security / Earnest Money** is not found as per requirement, the **Financial Proposal** will be returned un-opened.	
12.	Changes in bidding documents	After opening of technical offer, no request for change of OEM, principal, address, model, conditions,specifications, deletion of items, part no, nomenclature, quantity, A/U, banking details for LC opening will be accepted else legal action will be initiated against the firm including blacklisting of firm along-with its management.	
13.	Evaluation Criteria (*detail scoring mentioned at **Annexure B***")	See table below	

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

Contractual Aspects and Life Cycle Support			
14.	Terms and Conditions of the contract	**See Part II** to **Section – B**.	
15.	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.	
16.	Details of samples to be submitted with bids, if required	Bidder to provide samples of indented items before TSR	
17.	Spare parts required	NIL	

18.	Purchaser's Right **(MANDATORY CONDITION)**	Government of Pakistan (represented) by Heavy Industries Taxila does not pledge himself to accept the lowest or any tender and reserves the right of accepting the wholeor any part of the quantity offered. Please be notified that the tender does not constitute any obligation or commitments what-so-ever on the part of the Government of Pakistan to negotiate or conclude any or part thereof of the contract under any terms or conditions irrespective of the cost, lowest cost or any gradation of the cost. Government of Pakistan reserves the right to cancel the indent, tender or inquiry or to reject any offer or quotation without assigning grounds for its rejection.	
Award of Contract			
19.	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.	
20.	Additional requirement of stores after signing of contract	In case of additional requirement upto 15% of the contracted item(s) in any quantity(s) within 12 **x months** from the date of signing the contract/ before delivery of complete store, these will be completely supplied on rates not exceeding the ongoing contract rates.	
21.	Stamp Duty	As per Stamp Duty Act 1899, Firm is liable to pay stamp duty taxes @ 0.25% (25 Paisa per Rs.100/-). Firm will deposit the amount (head 22-A(b)) on account of Stamp duty through TR / Challan form to Bank of Punjab / National Bank of Pakistan and submit the deposit copy to procurement agency.	

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**. Total duration of contract will be **03 x** months after signing of contract and percentage of payment will be linked with the value of deliverables against completion of respective milestones. Exact details of each milestone along with corresponding activities and delivery schedule are to be provided as per **Annexure A** (**Schedule of Requirement and Delivery**) and mutually finalized during contract negotiations.		
2.	**Terms of Payment** 2.1 **100% payment** on accepted goods within one month of delivery will be made by the / CMA (HIT) Taxila Cantt / CMA (DP) AFDP Sec Rawalpindi to firm on production of following documents:- a. Firm's pre-receipted bill duly affixed with revenue stamp. b. Consignment receipt certificate and acceptance inspection note from project. c. Professional Tax Payment and Active Tax Payer certificate of current fiscal year. 2.2. Partial payment against partial deliveries is ~~allowed~~/ Not allowed		
3.	**Security Deposit / Bank Guarantee (BG)**. BG will be provided from the any scheduled Bank of the State Bank of Pakistan on judicial stamped paper / e-stamp paper worth Rs 100.00 in favour of CMA (HIT) / CMA (DP). Provision of following unconditional and irrevocable BGs is a **MANDATORY CONDITION**: - **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 **2x days** beyond the delivery period of last CRC / CRV. Format of PBG is at **Annexure G.**		
4.	**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.		

5.	**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. c. The warranty/guarantee will be provided on Warranty/Guarantee Form DPL- 15 / Letter of Guarantee **(Annexure I) and** will be applicable for **12x months after last CRC/CRV**. 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 **12 x 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.		

6.	**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, thePurchaser 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, (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 KIBOR.		
7.	**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 itsagencies 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.		

8.	**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 withLD. 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).*		
9.	**Penalty**. The Purchaser will have the right to impose additional penalty of 10% 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% 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 Pakistan / 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.		
10.	**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	~~Not Applicable~~	

	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 (if applicable).		
11.	**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.		
12.	**Surviving Obligations.** All terms which, either by implication or expressly, survive the expiry of this contract, shall survive and in particular termination, intellectual propertyrights, secrecy, export control (if any); notices; applicable law and arbitration.		
13.	**Risk and Expense**. In the event of failure on the part of the Supplier to comply withthe contractual obligation, the contract shall be cancelled at the risk and expenses of Supplier.		
14.	**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.		
15.	**Technical Assistance**. The Supplier shall be responsible for successful Setting-to- Work, commissioning and tests/trials of the system on-site in Pakistan. The technical assistance by the Supplier during warranty period shall be free of cost and on request basis to the satisfaction of Purchaser (if applicable).		
16.	**Severability** a. The invalidity or unenforceability of any term or condition of the contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both the parties. Such discussions shall, as far as possible, ensure the defence needs/concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity orunenforceability term and condition substantially alter the underlying intent of the contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the contract, then the parties shall without further delay, meet to consult each other andreach agreement thereon. b. Failure by either party at any time to enforce any of the provisions of the contract shall not be considered as a waiver by the party concerned of any such provision or in any way affect the validity of the contract or any part thereof or any other rights of either party. Such failure shall only inhibit the rights of the party concerned to claim the costs/expenses incurred or to impose Liquidated Damages (financial or otherwise) for defaults, in respect only of the said non-enforced provisions.		

17.	**Indemnity**. In the framework of the implementation of this project, both the partiesshall waive-off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of agents and theirproperties. However, if these losses result from deliberate fault or unmistakable erroror gross negligence of the Supplier or his agents and/or the Purchaser, the party involved shall bear alone the burden of the damage repairs.		
18.	**Intellectual Property Rights**. Unless otherwise agreed in writing, all intellectual property rights arising out of this contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.		
19.	**Subletting**. Supplier is not allowed to sublet wholly or part of the contract to any other firm/company without prior permission of the Purchaser. Firm found in breach of this clause will be dealt with as per Purchaser's right and discretion.		
20.	**Arbitration**. Disputes (if any) shall be ultimately settled in compliance with the laws of Pakistan.		
21.	**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. Chairman HIT will be considered as sole arbitrator. The arbitration proceedings will be held in Pakistan and under Pakistan Law. b. 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 exceptthat part which is under arbitration. e. All proceedings under this clause shall be conducted in English language and in writing.		
22.	**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 **21x** 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.		
23.	**Secrecy**. The Supplier(s) shall undertake that any information about the sale/purchaseof 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.		
24.	**Spare Supportability and Transfer of Technology**. The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: - a. Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and b. In the event of termination of production of the spare parts: advance notification to the Procuring Agency of pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and c. Following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.		
25.	**Amendment in Contract (MANDATORY CONDITION)**. Amendment in contract, if required, shall be processed in writing and made with mutual agreement/consent of both the parties.		
26.	**Buy Back Clause**. Buy back clause for inactive spares will be included in the contract as under: - a. If the spares/GSE/special tools/tools remain unused/new after two years of arrival in Pakistan, the Supplier/Seller will buy back these items at the prevalent international price list of the Supplier/Seller. b. The cost of transportation/freight and other allied charges will be borne by the Supplier/Seller. c. A joint team of the Purchaser's and the Seller's representatives will determine the condition of the spares/tools /GSE for buy back. d. The lists of stores decided by both the parties for buy back by the firm will be prepared and signed by both the parties, and the firm will ensure payment of stores within 30 days from the day of signing the list of stores for buy back. The stores agreed by both parties for buy back, will be lifted by the firm within 60 days from the date of signatures of joint inspection. In case of failure of the Supplier/Seller to comply, storage charges at the rate of 1% of the value of stores will be paid by the firm. Total storage charges not to exceed 10% of the value of stores under buy back (if applicable as special condition).		
27.	**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 **Annexure-D**, which shall consequently form part of the contract.		

28.	**<u>Defence against Supply Chain Attacks on Army Cyber System</u>**. In order to safeguard against Supply Chain Attacks on the Pakistan Army Cyber System, the Supplier(s) shall undertake following: - a. **<u>EMC Compliance</u>**. The contractor will render a certificate for EMC compliances, as per the GSR military/ international commercial standards included in the GSR from accredited EMC 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. **<u>Hardware/ Software Vulnerability</u>**. 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 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 the total cost of contract in addition to non-payment for inappropriate equipment. c. **<u>Country of Origin</u>**. The contractor will ensure that any equipment/ component of Indian, Israeli 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.		
29.	**<u>Workmanship and Materials</u>** 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

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**/**Acceptance Test Procedure (ATPs)/ drawings/ test standards and specifications**. The Supplier will provide on his expenses to the inspection team/inspector, the required testing equipment/facilities. b. The Supplier will provide **ATPs** at the time of contract. Buyer will forward observations (if any) on the ATPs within one week to the Supplier. The ATPs will be mutually discussed between both the parties at the Purchaser's country and will be finalized before signing of the contract. Mutually agreed/approved ATPs will form part of the contract to govern the inspection of stores subsequently. Supplier while submitting offer is responsible to satisfy itself on this account. c. All expenditures on account of inspection/testing of stores shall be on the Supplier's account. d. 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.		

	e. The inspections and tests may be conducted on the premises of the Supplier, at the point of delivery, and/or at the goods' final destination. If conducted at the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency. f. 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. g. 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/brand and quality of stores will be entertained after opening of Bids. To the contrary, any change/improvement will require approval of the technical authority/ user.		
4.	**Technical Documentation/ Manuals**. Technical documents**/** publications and manuals will be supplied free of cost by the Supplier unless otherwise stated in the contract. Supplier will also provide two copies of the compact discs and handmade drawings/blueprints, wherever applicable. The Supplier will provide three sets of following documents free of cost for technical scrutiny of the officer (as applicable): - a. Technical literature of each item. b. Manufacturer's specifications / technical data / drawings and packing details etc of each item. c. Acceptance Test Procedure / Acceptance criteria of each item. d. Country of Origin of each item and port of shipment.		
5.	**Interchangeability**. A certificate of complete interchangeability must be endorsed on the quotation for all substitutes / in lieu and superseded items. A copy of relevant page of publication must be attached to prove correctness of offered items.		
6.	**Checking of Store at Consignee End**. All stores will be checked at Consignee's end in the presence of Supplier's representatives. If for any reason, the Supplier decides not to nominate his representative for such checking, an advance written notice to this effect will be given by the Supplier to the consignee prior to or immediately on shipment of the stores. In such an event, the Supplier will clearly undertake that the decision of consignee with regard to quantities and description of a consignment will be taken as final and discrepancy found will be accordingly made up by the Supplier. In all other cases, the consignee will inform the Supplier about arrival of consignment immediately on receipt of stores through registered mail or fax. If no response from the Supplier is received within **15 days** from initiation of letter, the consignee will have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores will be binding on the supplier in such cases.		

7.	**Packing/Marking**. The Supplier shall be responsible for proper packing of the stores in accordance with the relevant paper particulars under the conditions laid down in the contract or other relevant instructions on the subject in standard export packing worthy of transportation by sea/air/road/rail so as to ensure their contents being free from loss or damage due to faulty packing on arrival at the ultimate destination. Packing of stores will be done at the expense of the Supplier. All packing cases, containers and other packing material shall become the property of the State of Pakistan on receipt. Marking of packages/containers shall also be done by and at the expense of the Supplier in accordance with the instructions given by the Purchaser and as per **UN Codification System**. Failure to mark consignment in accordance with these instructions will render the store liable to rejection. Any loss occurred/ demurrage paid due to wrong marking will be made good by the Supplier. Further details of Packing/ Marking will be covered in the contract.		
8.	**Relationship declaration**. Participating bidder will provide certificate as per format attached at Page 56 for conflict of interest as per following:- Family members including an individual's spouse, siblings (whether of whole or half blood), children (natural or adopted), parents, grandparents, spouses of siblings (i.e brothers and sisters), children, grandchildren, great grandchildren and any member living in the same home as the individuals.		
9.	**Conflict of Interest**. Applicant shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the HIT for execution of subsequent contract or call off contract(s). Firm may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the HIT (or a recipient of a part of the funds) who: a. Are directly or indirectly involved in the preparation of the prequalification documents or bidding documents or specifications of the bidding document / contract and or the prequalification or bid evaluation process of such contract; or b. Would be involved in the implementation or supervision of such contract, unless the conflict stemming from such relationship has been resolved throughout the procurement process, bidding process during the execution of the contract. c. Have any blood relation, or family member serving in HIT permanent basis or on contract that can directly or indirectly be involved in preparation of bidding documents or can amidst in any part of the bidding process is termed to have conflict of interest. d. An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available PPRA's website. e. An Applicant shall provide such documentary evidence for determining the eligibility of the applicant to the reasonable satisfaction of the HIT. f. An Applicant may be ineligible if they are national of ineligible countries as indicated in section V.		

	g. Declaration certificate attached at **Annexure J to Section – B**		

Annexure A to Section – B

SCHEDULE OF REQUIREMENT AND DELIVERY

1. The delivery schedule expressed as under:-

Ser	Part No	Nomenclature	A/U	Qty	Remarks
1.	457-34-029-2	Ring	Nos	115	03x Months after signature of contract
2.	457-36-037	Gasket (Fuel Feed Pump Drive)	Nos	12	
3.	457-85-009	Gasket (Fuel Booster Pump)	Nos	12	
4.	457-30-006-1	Cotter Pin	Nos	288	
5.	457-13-007	Gasket (Stirrup)	Nos	48	
6.	457-43-014	Gasket(Oil Extraction Pump)	Nos	24	
7.	457-30-005	Gasket (Water Pump)	Nos	12	
8.	457-70-038	Gasket (Acc Rod)	Nos	12	
9.	459-11-163	Gasket For Upper Exh C/Case	Nos	12	
10.	459-11-164	Gasket For Lower Exh C/Case	Nos	12	
11.	457-13-012	Lock Washer(Stirrup)	Nos	192	
12.	459-40-088-2	Gasket(COF)	Nos	12	
13.	457-11-143	Gasket(Extraction Pump)	Nos	72	
14.	457-14-075-1	Gasket(Drive Cae)	Nos	12	
15.	457-70-043-1	Gasket (Governor)	Nos	12	
16.	459-11-161	Gasket For Upper Inlet C/Case	Nos	12	
17.	Sk052.84	Washer 10	Nos	250	
18.	457-50-096	Gasket S/Charger	Nos	12	
19.	459-11-162	Gasket For Lower Inlet C/Case	Nos	12	
20.	457-15-005-4	Packing Ring	Nos	72	
21.	457-15-008-4	Packing Ring	Nos	240	
22.	457-10-015-2	Packing Ring	Nos	240	
23.	457-60-525	Gasket	Nos	12	
24.	457-40-056	Gasket	Nos	12	
25.	459-81-050	Gasket	Nos	72	
26.	457-11-065-1	Pressure Nut / Steel Washer	Nos	36	
27.	457-80-137	Bush	Nos	72	
28.	457-07-261	Lock Washer	Nos	12	
29.	457-14-048	Lock Washer	Nos	396	
30.	459-14-055	Gasket	Nos	12	
31.	457-28-107	Rubber pipe	Nos	12	
32.	459-40-131-1	Gasket	Nos	48	
33.	457-65-042	Lock Washer	Nos	518	
34.	457-80-148	C Type Washer	Nos	72	
35.	459-85-054	Clamp	Nos	5	
36.	459-40-085-1	Clamp	Nos	5	

Ser	Part No	Nomenclature	A/U	Qty	Remarks
37.	459-64-027	Clamp	Nos	19	
38.	GOST 792-67	Wire KO1 (Meter)	Nos	84	
39.	GOST 792-67	Wire KO2 (Meter)	Nos	134	
40.	457-32-025-1	Packing Ring	Nos	34	
41.	RO 2879.95	Gasket 21x140	Nos	8	
42.	RO 2879.95	Gasket 17x38	Nos	25	
43.	459-87-051-1	Clamp	Nos	5	
44.	459-18-048Sb-1	Clamp	Nos	5	
45.	457-18-005sb	Clamp	Nos	10	
46.	OST 3-408-70	Clamp 21-25-1	Nos	24	
47.	OST V3-4051-78	Clamp KhO1 12x9	Nos	4	
48.	OST V3-4051-78	Clamp KhO1 14x9	Nos	22	
49.	459-40-108sb	Block	Nos	14	
50.	457-40-053-1	Clamp	Nos	5	
51.	432-31-247	Water Pump Gasket	Nos	12	
52.	478DU.34.008	Sleeve / Hose	Nos	6	
53.	478B-35-050 SB	Exhaust Turbine Gasket	Nos	5	
54.	432-35-122-2 / 476-35-006	Exhaust Turbine Ring/Packing Ring	Nos	10	
55.	RET-35-048	Third Mounting Bolt	Nos	6	
56.	447A-35-010	Flange + Nozzle	Nos	3	
57.	432-34-010Sb-4	Clamp	Nos	12	
58.	432-35-022Sb	Gasket	Nos	12	
59.	457-60-525	Gasket	Nos	6	
60.	457-65-021-1	Bolt	Nos	48	
61.	457-65-022	Nut	Nos	48	
62.	459-64-011Sb	Gasket	Nos	12	
63.	459-64-027	Clamp	Nos	12	
64.	M4×10	Screw	Nos	24	
65.	476-32-317	Gasket	Nos	12	
66.	SK-052.83	Lock Washer 6	Nos	202	
67.	457-07-036	Lock Washer	Nos	8	

SPECIAL CONDITIONS: -

1. Firms are required to provide Samples after opening of technical bid (if req by HIT).
2. Specification / drawings will be provided to firms (if req).
3. OEM trade link will be provided by firm with technical bid (if item is being imported)
4. Tender sample will be considered as reference for bulk supply and advance sample may also be required by HIT before bulk supply.
5. Store offered by the Firm will undergo visual / dimensional inspection, material testing, fitment testing, functional testing as per technical requirement of the user Factory. Store will only be accepted after qualifying the inspection / testing.
6. Firm will be responsible for replacement of any rejected, defective or faulty store free of cost. Replaced store will undergo visual / dimensional inspection, material

testing, fitment testing, functional testing (as applicable / required) by the user Factory.

Annexure B to Section – B

EVALUATION CRITERIA

1. Evaluation will be carried out on SCM Dte as under: -

Ser	Evaluation Criteria	Total Marks	Minimum Passing Marks
a.	Performance Evaluation (SCM Directorate)	50	25
b.	Technical Evaluation (User Factory)	50	40
c.	Price Evaluation	100	

2. **Performance Evaluation (SCM Directorate) – 50 Marks**

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

Ser	Description	Max Marks	Calculation Procedure	Remarks
(1)	Annual turnover of last 3 x Financial Years	5	Marks will be calculated as per the formula: - $$\text{Score} = \frac{(Y1+Y2+Y3)}{(3 * X)} * 5$$ • 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 for minimum of upto Rs 5 Mn (in FOR Case) and US$ (0.05) Mn in FOB case • Else Income Tax returns for last 3 x financial years, fully verified by ITO of the circle.
(2)	Working Capital of last three years	10	Marks will be calculated as per the formula: - $$\text{Score} = \frac{(Y1+Y2+Y3)}{(3 * X)} * 10$$ • Y1, Y2 and Y3 being respective working capitals of last three years. • X= Last Purchase Rate / Estimated value of the quoted items Available with HIT.	
(3)	Litigation history	-	One mark will be deducted for each litigation history (if any), where decision went against the firm	Affidavit on judicial stamp paper
	Total	**15**		

b. **Past Experience / Past Record**

Ser	Description	Max Marks	Calculation Procedure
(1)	Projects of similar nature and complexity	10	• 3 years (1.3 mark per contract Max 3.3 marks per year) • New Firms will be awarded 2.5 gratis marks

(2)	Status of enlistment with Govt Organization (*Attested copies of Registration certificate to be enclosed*)	5	• Full marks will be given on provision of at least 1 x Registration certificate • Non-registered firms will be awarded 2.5 gratis Marks
Total		**15**	

c. **Past Performance.** Marks for past performance shall be awarded on the basis of following criteria (New firms will be awarded passing marks):-

Ser	**Description**	**Max Marks**	**Calculation Procedure**
(1)	Contracted store supplied beyond DP in last 3 years	2.5	• X1 = Total value of last 3 years' contracts. • X2 = Total value of stores delivered within Delivery Period (last 3 years' contracts). **Formula:** Score= $\frac{X2}{X1} * 2.5$
(2)	Quantum of rejections of items in the last 3 years contracts	2.5	• X1 = Total value of last 3 years contracts. • X2 = Total value of items accepted in first go (last 3 years' contracts). **Formula:** Score= $\frac{X2}{X1} * 2.5$
(3)	Timely provision of documents/ bank guarantees / bid security money	2.5	• X1 = Total no of contracts concluded in last 3 years. • X2 = Total number of timely provided bank guarantees/ bid securities against the total no of contracts in last 3 years. **Formula:** Score= $\frac{X2}{X1} * 2.5$
(4)	No of contracts / items still pending beyond DP	5	One mark would be deducted for each contract in hand, whose deliveries are over due for more than 2 months
(5)	Risk and Expense action against firm approved	2.5	Half mark will be deducted against each Risk and Expense action approved / done within last 3 years
(6)	Response to HIT Procurement queries /problems (last 3 years)	5	• Half mark will be deducted for each advice letter issued to firm • One mark will be deducted for each warning letter issued to the firm
Total		**20**	

d. **Project Technical Evaluation Parameters (50 Marks)**

Ser	**Description**	**Max Points**	**Remarks**
1.	**Tech Specs / Parameters Compliance** (Meeting critical parameters in mandatory)	30	
2.	Tech data package (Tech / user/ maintenance manuals, drawings, reports)	10	
3.	Past Performance	10	
Total		**50**	

Annexure C to Section - B

FINANCIAL PROPOSAL

SCHEDULE OF PRICE - SUMMARY

Ser	Part Number	Nomenclature	Description / Specifications	A/U	Quantity	Price Per Unit (Rs)	Total Price (Rs)	Total Price in Words
1.								
2.								
3.								
Total Price without Taxes:							**Rs. ----------**	
Details of applicable Taxes:					GST PST	@ 18 % @ 16%	Rs. -------	
Total Price with Taxes (all applicable):							**Rs. ----------**	
Total Price in words								

Annexure D to Section – B

NON DISCLOSURE AGREEMENT

IT No. 4756/IT-7160/2026-26/HRF(T)/FOR(B)/SCM dated Jul 2026

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 inaccordance 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.

Signature:________________________
Name:___________________________
Appointment:______________________
Organization/Firm:_________________
Name:___________________________
Date: ________________2026

Annexure E to Section - B

CERTIFICATE OF ELIGIBILITY / NON BLACKLISTING CERTIFICATE

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

Name of MD________________________
CNIC or Passport No. _______________
Signature __________________________
Date ______________________________

Annexure F to Section - B

IT No. 4756/IT-7160/2026-26/HRF(T)/FOR(B)/SCM dated Jul 2026

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 ___202_____.

The conditions of this obligation are:

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

Name:______________________ in the capacity of ___________________

Signed:____*[Signature of the Bank]*

Dated on____________day of ___________20 ________

____

Annexure G to Section - B

IT No. 4756/IT-7160/2026-26/HRF(T)/FOR(B)/SCM dated Jul 2026

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

Contract No.______________________Date.____________________________

Name of Firm/Contractor ____

Address of Firm/Contractor ____

Name of Guarantor ____

Address of Guarantor ____

Amount of Guarantee Rs._________________________________(*in words*)

Date of Expiry of Guarantee _______________________________

To : The President of the Islamic Republic of Pakistan

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

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

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

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

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

a. To pay you unconditionally upon your first demand and/or without any reference to our customer, declaring our customer to be in default under the Contract and without cavil or argument, any sum not exceeding Rs __ *[amount of the guarantee in words and figures]* as would be mentioned in your written Demand Notice, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

b. To keep this Guarantee in force till___[*date*]

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our customer i.e. M/S___or from your office. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by us whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of thisGuarantee.

e. That with the consent of our customer, you may amend/alter any term/clause of the Contract or add/delete any term/clause to/from this Contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs.(*amount ofthe guarantee in words and figures*).

f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or customer/seller or vendor.

g. That this is an unconditional Bank Guarantee, which shall be en-cashed on sight on presentation without any reference to our customer/seller or vendor.

Signature and seal of the Guarantors *[name of bank or financial institution]*

*Date:*____________*Address:*______________*Name of Bank:* _____________

Annexure H to Section - B

IT No. 4756/IT-7160/2026-26/HRF(T)/FOR(B)/SCM dated Jul 2026

Form DPL-15

MINISTRY OF DEFENCE PRODUCTION

HEAVY INDUSTRIES TAXILA

SUPPLIER'S WARRANTY/GUARANTEE

Firm's Name: ____

Contract No.: ____

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

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

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

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

The warranty will remain valid for___________months/years on receipt of stores by the consignee.

Signature:___________________

Dated:______________________

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

Annexure I to Section - B

IT No. 4756/IT-7160/2026-26/HRF(T)/FOR(B)/SCM dated Jul 2026

INTEGRITY PACT

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

Contract Number____________dated__________

Contract value

Contract title __________

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

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

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

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

5. Notwithstanding any rights and remedies exercised by GoP in this regard, [*Name of Supplier*] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Name of Supplier*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

____________________	____________________
[Buyer]	*[Seller/Supplier]*

Annexure J to Section - B

DECLARATION CERTIFICATE
CONFLICT OF INTREST

1. It is certified that M/s ____ is participating for tender no ___________________________ FY _____________________. There is no Filial relationship of this company/ firm employed in Heavy Industries Taxila as per following details:-

"Family members including an individual's spouse, siblings (whether of whole or half blood), children (natural or adopted), parents, grandparents, spouses of siblings (i.e brothers and sisters) siblings, children, sibling's grandchildren, sibling's great grandchildren and any often relative not covered above living in accommodation of HIT".

2. I also certify that none of my near relatives (father, mother, brother, sister, uncle, son, daughter or any other near relative) or any other person who is participating in this tender in a manner that may amount to cartelization. In case any such person attempts to do so, I undertake to inform Heavy Industries Taxila, Ministry of Defence, Pakistan of this fact without any loss of time.

3. I therefore certify that the information given in this proforma is correct to the best of my knowledge, I understand that in case it is found at any stage that information is incorrect or contrary to the facts/ information given in the application form, the authorities concerned has the right to cancel the registration of the firm and alongwith blacklisting and cross debarring for upto ten years to do any business with the Defence Establishment and Government Agencies in Pakistan. I also undertake and accept that any disciplinary action taken against the firm or its management will not be challenged in any court of Law.

4. This Certificate is signed by CEO / MD of this Company.

____
Signature of the Applicant

Place: __________________________ Name: _______________________________
(In block letters)

Office Stamp: Designation: __________________________

Date: ________________________________

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: Supply Chain Management Directorate
Heavy Industries Taxila
Taxila Cantt

Dear Sir,

1. We have understood the Instructions to Bids (Section - A) and the Terms and Conditions of the Contract (Section - B) and have thoroughly examined the specifications/drawings and/or patterns quoted in the schedule hereto and are fully aware of the nature of the stores required and our offer is to supply stores strictly in accordance with the requirements. We hereby submit our Bid, in two parts, namely:
   a. The Technical Proposal, and
   b. The Financial Proposal.
2. In submitting our Bid we make following declarations: -
   a. **No Reservations**. We have examined and have no reservations to the bidding documents (Section - A, Section - B, and Section - C), including addenda's, if issued;
   b. **Conditions Governing Contracts**. The „Contract" made as a result of this ITB shall mean the Agreement entered into between the Parties i.e. the "Purchaser" and the „Seller" in accordance with the law of the Contract Act, 1872 (adopted through Central Laws (Status Reform) Ordinance 1960, for all provinces and the Capital of the Federation of Pakistan and those contained in the DPP&I-35 and other special conditions that may be added to given contract for the supply of Defence Stores specified herein and guidance provided by Public Procurement Regulation Authority (PPRA);
   c. **State-Owned Enterprise or Institution**: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]* or *[We are a state-owned enterprise or institution but meet the requirements of]*;
   d. **Eligibility**. We meet the eligibility criteria / requirements as per DPP&I- 35 (latest edition) as well as the "Instructions to Bidders" (Section - A) and have no conflict of interest;
   e. **Conformity**. I/We hereby offer to supply in conformity with the "Schedule of Requirement" (Section - B) inquiry or such portion thereof as you may specify in the acceptance of bid at the prices offered against the said schedule;
   f. **Bid Validity Period**. Our Bid shall be valid upto **120 x days** after opening of the Financial Proposal and will not be withdrawn or altered in terms of the rates

quoted and the conditions already stated therein or on before this date; and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

g. **Performance Bank Guarantee**. If our Bid is accepted, we commit to obtain a PBG in accordance with the bidding document;

h. **Binding Contract**: We understand that this Bid, together with your acceptance thereof, shall constitute a binding contract between us, until a formal contract is prepared and executed;

i. **Not Bound to Accept**: We understand that you are not bound to accept any of the Bids that you may receive; and

j. **One Bid per Bidder**. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member, or in any other form etc;

k. **Suspension and Debarment**. We, along with any of our suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency / the GoP. Further, we are not ineligible under Pakistan laws;

l. **Fraud/Corruption and Offering Gifts/Favours**. We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud, Corruption or offering gifts and favours, if found so, the firm will be liable to ineligibility / blacklisting.

3. The following documents are attached with our Technical Proposal: -

a. Postal order of Rs 2000/- in favour of Dir (SCM) is attached with Technical Bid.

b. The OEM part number and its interchangeability with demanded part number have been indicated and relevant catalogue/ extract have been attached. (In case the OEM products are offered).

c. Bank draft No ____________as Bid Security. We understand the conditions governing the return and forfeiture/encashment of the Bid by the procuring agency as per the DPP&I-35 and the Instructions to the Bidder‟ (Section-A).

d. Complete Section -B attached with ITB documents having duly filled the required documents especially the Terms and Conditions of the Contract, and the Schedule of Requirement.

e. Checklist as per Section – B is enclosed.

f. Quality Assurance Certificate.

g. Non-Disclosure Agreement.

h. Agent Commission Certificate / No Agent Commission Certificate.

i. Integrity Pact (at **Annexure K**).

Yours faithfully,____________________

(Signature of Tenderer)

Address:______________________

Date:________________________

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

a. Whether signing as “Sole Proprietor” of the firm or his attorney.

b. Whether signing as a “Registered Active Partner” of the firm or his attorney.

c. Whether signing for the firm “Per Procreation”.

d. In the case of companies and firms registered under the Act, 2017 as amended up-to-date and under the partnership Act 1932, the capacity in which signing e.g, the Director, Secretary, Manager, Partner etc or their attorney and produce copy of document empowering him so to sign, if called upon to do so.

LETTER OF BID - FINANCIAL PROPOSAL

DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

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

Bidder must prepare the Letter of Bid (Financial Proposal) on its letterhead

clearly showing the Bidder's complete name and business address.

Tender No______
Name of the Firm _______________
Contractor's Telegraphic Address ________
Code Used __________________________
Date_________________________________
Telephone No________________________

To:

Supply Chain Management Directorate
Heavy Industries Taxila
Taxila Cantt

Dear Sir,

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

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

Yours faithfully,____________
(Signature of Tenderer)
Address:_____________
Date: _______________

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

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

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

Tender No.**4756/IT-7160/2026-26/HRF(T)/FOR(B)/SCM dated Jul 2026**

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	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 withoffer	Yes/No Not Applicable Anx_
15.	Currency of offer	
16.	Place for Inspection of Offered Stores	
17.	a. We confirm that prices are firm and final b. Validity of our offer is 180 days afteropening 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
20.	Sales Tax	Yes/No
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 areattached with offer:- a. MoDP / HIT letter indicating Registration / Indexation Status (Registered firms only)	Yes/ No Anx NA
	b. Valid Manufacturer License by Ministryof Health	NA
	c. Production Registration Letter of Ministry of Health indicating Registration No ofStore	NA
	d. Valid agency Agreement	Yes/ No
	e. DGDP Letter indicating Financial Capability (Registered firms only)	Yes/ No
	f. Bank Statement of Last One Year (Unregistered firms only)	Yes/ No
	g. Income Tax Registration Certificate byCBR NTN	Yes/ No
	h. Sale Tax Registration Letter/No	Yes/ No
	i. Trade/Retail Price List	Yes/ No

	j. Interchangeability certificate attached.	Yes / No
	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
	l. Undertaking to provide all the contracted stores/goods/ as per the specification.	Yes/No
23.	Certificate that there is not Deviation from IT conditions/three is deviation from IT conditions as per following details:-(Please delete the not applicable statement) a. ____________________ b. ____________________	
24.	**Black listing certificate.** It is certified that our firm is neither defaulter nor black listed by any government organization directly or indirectly	

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

____
Signature of Firm Auth Signatory

ACKNOWLEDGEMENT SLIP

Bid No: ______________________________

Date of Receipt: ______________________________

Name of Firm: ______________________________

Signature ___ (Authorized Person)

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 120x days extendable to 90x 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 BankDraft/Pay Order**

   a. **General**
      (1) Submit **Commercial, Technical Offers** and **Earnest Money BankDraft** 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 agentfirms 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.

Annexure-B IT-6108

HEAVY INDUSTRIES TAXILA

<u>INVITATION TO TENDER FORM 26/27</u>

Bid No. 5081/26-27/IT-6108/HRF(T)/FOR(A)/SCM dated 31 Jul 2026

Standard Bidding Document (SBD)

For

Procurement of Spares for APC Rebuild Target

<u>(Single Stage Two Envelope)</u>

<u>ON</u>

<u>FOR Basis</u>

SUPPLY CHAIN MANAGEMENT DIRECTORATE HIT TAXILA

TAXILA CANTT

Bid Submission Date / Time: <u>01 Sep 2026 at 1030 hours</u>

Bid Opening Date / Time: <u>01 Sep 2026 at 1100 hours</u>

Feel free to contact for any query regarding details of tendered items as well as Tender Clauses

LIST OF CONTENTS

HEAVY INDUSTRIES TAXILA
TENDER NOTICE

2. Sealed bids are invited from eligible manufacturers, authorized dealers, distributors, suppliers, or firms possessing valid National Tax Number (NTN), Sales Tax Registration (where applicable), and fulfilling the eligibility criteria prescribed in this Standard Bidding Document (SBD). Procurement will be carried out in the light of PPRA and MoDP rules:-

Tender No	Nomenclature	A/U	Qty	Delivery Period	Last date of Collection ofTender Documents	Tender Submission Date/ Time	Tender Opening Date/ Time
5081/26-27/IT-6108/HRF(T)/ FOR(A)/SCM dated 31 Jul 2026	***Procurement of Spares for APC Rebuild Target***	As Per Annexure ‘A’		04x months after signing of contract	Tender available on PPRA website.	01 Sep 2026 at 1030 hours	01 Sep 2026 at 1100 hours

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

j. Photocopy of Registration / Pre-qualification / Indexation letter issued by HIT/DGP/MoDP/ Govt / Semi Govt organization (if any).

k. Attested copy of Registration certificate issued by Sales Tax Department and copy of NTN certificate.

l. Audit report of last 3 x Financial Years.

m. Attested Bank Statement for last one year.

n. Attested copy of CNIC of CEO/ Dir.

o. Trade link between firm and OEM (in case of distributor / agent).

p. Certificate on a judicial paper worth Rs 100 duly attested by Oath Commissioner that firm is neither blacklisted, suspended, nor debarred by any government organization directly or indirectly.

q. Documentary evidence of contracts executed in last 3 x financial years’ / works experience with Govt / Semi Govt organization.

r. Postal order of Rs 2000/- should be enclosed with Technical Bid in favour of Director Supply Chain Management Directorate (SCM), HIT Taxila.

NOTE:

In case of any query regarding Nomenclature/ Specifications, please contact following officials well before Bid Opening date:-

b. **Supply Chain Management Directorate**
Tel: (051) 9315333 Ext 63215/17
Tel : (051) 9315386
E-mail: scm.for_hit@margallahil.com

HEAVY INDUSTRIES TAXILA

Bid No. 5081/26-27/IT-6108/HRF(T)/FOR(A)/SCM dated 31 Jul 2026

For

Procurement of Spares for APC Rebuild Target

INVITATION TO TENDER / INVITATION TO BID

Date: _____Aug 2026

6. This Invitation to Tender (IT) follows the Procurement Notice (PN) or Procurement Advertisement (PA) for the subject procurement which will appear in 2 x newspaper (1 x English and 1 x URDU). (if estimate value is high the Rs. 3 Mn)

2. Heavy Industries Taxila invites sealed bids from eligible Suppliers for the provision of ***Procurement of Track Spares for APC Rebuild Target.*** The complete original bid (technical & commercial) along with one additional photocopy 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 01 Sep 2026	Tender Box available at Gate No 5
b.	Bid opening (Technical)	11:00 hours 01 Sep 2026	Venue Supply Chain Management Directorate HIT Taxila
~~c.~~	~~Pre-bid meeting~~	~~11:00 hours_______ 2026~~	~~Venue Supply Chain Management Directorate HIT Taxila~~
d.	Bid submission address	Gate – 5, Heavy Industries Taxila, Taxila Cantt	Complete Bid be dropped in Tender Box before 1000 hrs on Bid submission date

7. All bids must be accompanied by a **Bid Security / Earnest Money** in the form of Call Deposit Receipt (**CDR**), Bank Draft (**BD**) or Pay Order (**PO**) in favour of Director Supply Chain Management Directorate (SCM), Heavy Industries Taxila as per the instructions provided in this IT.

8. Firms shall nominate a Lead Member / authorized representative, on the firm's letterhead, with authority to conduct all business for and on behalf of the firms during the bidding process, and in case of award of contract, during the execution of contract.

9. This IT consists of **50 x pages** and comprises following forms: -

a. **<u>Section – A</u>**. Invitation letter and general instructions to the firms.

b. **<u>Section – B</u>**

(1) **<u>Part – I</u>**. Bid Data Sheet

(2) **<u>Part – II</u>**. General terms / conditions governing the contract

(3) **<u>Part –III</u>**. Standard Terms and condition / technical specifications.

c. **<u>Section - C</u>**. Firms' response as well as essential forms to be submitted.

10. 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.

GENERAL INSTRUCTIONS

Mandatory Conditions for the IT

6. 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

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

a. **Ineligible Countries**. India and Israel.

b. **Ineligible Firms**. A firm will be ineligible if: -

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

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

Preparation and Delivery of Bid

8. **Validity of Bid (MANDATORY Condition)**. Bids shall be valid for **120 x days** extendable to **180 x days** from the date of opening of the Financial Proposal. This must be indicated in the Technical as well as the Financial Proposals.

9. **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.

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

a. **Technical Proposal**. The offer should contain all the relevant specifications along with **01x copy** without prices. "**Technical Proposal**", "**Tender Number**" and "**date of opening**" should be clearly marked on the face of the envelope. 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**) will be placed in one envelope (**second cover**) duly sealed, stamped, and signed. This cover should bear the ***address of Heavy Industries Taxila, Tender number / date and IT opening date*** *as under* ~~.~~

To: Lieutenant Colonel Muhammad Shuja Chaudhry
Assistant Director Procurement – Supply Chain Management Directorate
Gate No 05, Heavy Industries Taxila
IT Number:
Bid No. 5081/26-27/IT-6108/HRF(T)/FOR(A)/SCM dated 31 Jul 2026
Tender Bid Submission Date/Time: 10:30 hours 01 Sep 2026
Tender/Bid Opening Date/Time: 11:00 hours 01 Sep 2026

d. **Postal Order**. Postal order of **Rs 2,000/-** should be enclosed with Technical Bid in favour of Director SCM, HIT Taxila.

Participation and Opening of IT

18. **Participation in Bid Opening**. IT will be opened in the presence of firms authorized representatives, who choose to attend the activity of opening of tenders on the assigned date, time and place.

a. Firms should send a representative with the knowledge of the content of the Bid who shall verify the information read out from submitted documents. Failure to send a representative or to point out any un-read Information by the firm's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bid.

b. Representative should be a responsible authority and permitted signatory, competent to negotiate and sign the contract on the behalf of the supplier / firm, if required.

c. The firms' representatives shall sign attendance sheet as proof of their attendance. Omission of firm's signature on the record shall not invalidate the contents and affect the record.

19. **Opening of Tender**. Tender will be opened as per the procedures laid down in DPP&I-35 / HIT and at least thirty (30) minutes after the time specified for the submission of tender. In case of closed / forced holidays, tender opening time will be considered the same on the next working day.

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

b. The "**Financial Proposal**" will be opened, when the Technical Proposal is accepted by the technical authorities. The date of opening for "**Financial Proposal**" will be intimated to the firm in advance.

c. The Financial Proposal will be returned to the firm un-opened along with the Bid Security / EM if the Technical Proposal of firm is not technically accepted.

20. **Withdrawal of Offer.** Bidder cannot withdraw the offer before signing of the contract and within the validity period of offer. 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.

21. **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

22. 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)

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

a. **Prequalified/Registered/ Indexed Firms/ Pre-qualified Firms**. 2% of the quoted value subject to the maximum ceiling of Rs. **0.5** million.

b. **Unregistered/Un-indexed Firms**. **5%** of the quoted value subject to the maximum ceiling of Rs. **1** million.

24. 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.

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

26. **Evaluation of Firm / Qualification Criteria**. **Qualified Bidder, with Least Cost / Quality Cum Cost (as applicable) 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

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

a. **Firms Registered with the HIT**. A copy of the HIT's registration / renewal letter / indexation/ additional indexation letter as applicable; and the HIT's letter showing their financial capability. Valid Principal / Agency Agreement in case of agent firm.

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

c. **Local Firms**. A copy of the Registration Certificate issued by the Sales Tax Department, and a copy of the CNIC of MD of the firm. Local firms will mention "Income Tax Number" on the offer.

d. **Foreign Firms**. Passport copy of the MD of the firm and a copy of the Registration Certificate issued by the respective Department of Commerce authorizing export of offered stores. The foreign firms will mention their Registration Number on the offer.

28. 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	Required Documents
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 CEO / Partners of in firm.
d.	Three PP size photographs for each member of management.

e.	Challan Form (*).
f.	Financial Standing / Audit Balance Sheet.
g.	Authorization letter from the MD/ CEO in case contract is being signed byanother person on his behalf.
h.	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.*

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

30. **<u>Liaison Office (in Pakistan)</u>**. 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.

31. **<u>Disqualification</u>**. 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.
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. Bid Security NOT mentioned in the Technical Proposal.
h. If validity of offer is NOT quoted as specified in para-3 above or made subject to confirmation later.
i. Tender specifications / requirement not conforming in general (except **MANDATORY CONDITION**) which have to be agreed.
j. Multiple offers / Multiple rates are quoted against one item.
k. There is any deviation from General /Special / Technical Instructions provided.
l. Offers (Financial / Technical) containing non-initialed / unauthenticatedamendments / corrections / overwriting.
m. If offer is found to be based on cartel action in connivance with other sources / participants of the tender.
n. In case breakup cost / conditions of offer are not as per IT conditions (refer to **Annexure C** to **Section – B**).
o. 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. Authorization from the OEM to the agent to sign the contract on his behalf (for agent firms only). Also see relevant clauses of the DPP&I-35 dealing with the registration of an agent firm and the Agency Agreement.
p. If OEM and Principal's names and complete addresses are not mentioned.

<u>Official Secret Act / Non-Disclosure Agreement</u>

32. 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

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

a. **Procedure**

(1) Bidder may lodge a written complaint addressed to (Director SCM) not later than fifteen days after the announcement of bid evaluation report under **Rule - 35 of PPRA - 2021**. Complaint received 15 days after the announcement of Bid Evaluation Report will not be entertained.

(2) Decision of GRC shall be intimated to the complainant within 15 days of filing the written complaint.

(3) Decisions of the GRC shall be binding on all the parties.

(4) Bidders lodging an appeal must be clear that act of lodging a complaint shall not warrant suspension of procurement process.

(5) Firm having mala fide intentions of undermining the procurement process by lodging a complaint shall be liable to disciplinary action.

(6) Firms will highlight specific grievance in the complaint to be addressed and will avoid unnecessary blame game.

(7) Complaint must be personally signed by the authorized signatoryand must be delivered through registered mail on the address mentioned in this document.

Miscellaneous

34. **Address**. Address for submission of Bids and lodging complaints to the GRC is asunder: -

a. **Submission of Bid**:-

Lieutenant Colonel Muhammad Shuja Chaudhry
Assistant Director Procurement, SCM Directorate
Gate No 05, Heavy Industries Taxila

Bid No. 5081/26-27/IT-6108/HRF(T)/FOR(A)/SCM dated 31 Jul 2026

Tender / Bid Submission Date / Time: 10:30 hours 01 Sep 2026

Tender / Bid Opening Date / Time: 11:00 hours 01 Sep 2026

Section - B

PART – I

BID DATA SHEET (BDS)

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

IT No:	**Bid No. 5081/26-27/IT-6108/HRF(T)/FOR(A)/SCM dated 31 Jul 2026**
Procuring Agency:	**Supply Chain Management Directorate, Heavy Industries Taxila, Taxila Cantt**
Description of Stores:	**Procurement of Spares for APC Rebuild Target**

General			**Firm's Response**
1.	Description and quantity of stores:	As per "**Schedule of Requirement**" at **Annexure A**.	
2.	Delivery Period:	**04 x months after signing of contract.** [*In case it is not possible to deliver goods by given date, the Supplier shall indicate DP by which store can be delivered*].	
3.	Destination (consignee):	**HRF, HIT Taxila**	
4.	Criteria for price quotation	See **Price Schedule** (Financial Proposal) at **Annexure C**	
Status of Registrations			
5.	Registered Firms	Bidders will attach attested a copy of "**Registration Letter**" and the valid Agency / Dealership / Distributor Agreement of the OEM, where applicable.	
6.	Unregistered Firms	Unregistered bidders will attach attested a copy of valid Agency / Dealership / Distributor Agreement of the OEM, where applicable. Firm will submit following forms as SVA-8121 as well as SVA-8121A in case of local firmsand forms SVA-8124 for foreign firms after qualification of technical bid.	
Bidding Documents			
7.	Bid validity period	120 x days extendable upto 90 x days	
8.	Copies of IT documents to be submitted	One original along with one copy of technical bid	
9.	Submission of offer	Firms shall submit offers in 2 x separate envelopes i.e. **Technical Proposal envelope containing muted bid security / Earnest money and Commercial Proposalenvelope containing proper Bid Security / Earnest Money envelope,** both duly sealed in one large size envelope.	

10.	Technical proposal	The "**Technical Proposal**" shall include muted bank draft of bid security / Earnest Money; complete documents as per Section - B and Section - C duly completed, signed and stamped on each page; original Agency Agreement or Manufacturing Certificate, complete technical data, literature, ATP, sketches, brochure, proposal including specification as per IT.	**Section - B**
11.	Bid Security / Earnest Money	Firm will provide **Bid Security / Earnest Money** as per format at **Annexure F** respectively. After acceptance of the **Technical Offer** (where applicable), the **Bid Security / Earnest Money** envelop will be opened. In case **Bid Security / Earnest Money** is found correct, only then the **Financial Proposal** will be opened. In case **Bid Security / Earnest Money** is not found as per requirement, the **Financial Proposal** will be returned un-opened.	
12.	Changes in bidding documents	After opening of technical offer, no request for change of OEM, principal, address, model, conditions,specifications, deletion of items, part no, nomenclature, quantity, A/U, banking details for LC opening will be accepted else legal action will be initiated against the firm including blacklisting of firm along-with its management.	
13.	Evaluation Criteria (*detail scoring mentioned at **Annexure B***")	See table below	
Contractual Aspects and Life Cycle Support			
14.	Terms and Conditions of the contract	**See Part II** to **Section – B**.	
15.	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.	
16.	Details of samples to be submitted with bids, if required	Bidder to provide samples of indented items before TSR	
17.	Spare parts required	NIL	

Evaluation Criteria (item 13):

Ser	Description	Maximum Points	Passing Marks
c.	**Performance Evaluation**		
(4)	Financial Soundness	15	7.5
(5)	Past Experience / Record	15	7.5
(6)	Past Performance	20	10
	Sub Total	**50**	**25**
d.	**Technical Evaluation**		
(2)	Technical Evaluation Parameters	50	35
	Total	**100**	**60**

18.	Purchaser's Right **(MANDATORY CONDITION)**	Government of Pakistan (represented) by Heavy Industries Taxila does not pledge himself to accept the lowest or any tender and reserves the right of accepting the wholeor any part of the quantity offered. Please be notified that the tender does not constitute any obligation or commitments what-so-ever on the part of the Government of Pakistan to negotiate or conclude any or part thereof of the contract under any terms or conditions irrespective of the cost, lowest cost or any gradation of the cost. Government of Pakistan reserves the right to cancel the indent, tender or inquiry or to reject any offer or quotation without assigning grounds for its rejection.	**Section - B**
Award of Contract			
19.	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.	
20.	Additional requirement of stores after signing of contract	In case of additional requirement upto 15% of the contracted item(s) in any quantity(s) within **12 x months** from the date of signing the contract/ before delivery of complete store, these will be completely supplied on rates not exceeding the ongoing contract rates.	
21.	Stamp Duty	As per Stamp Duty Act 1899, Firm is liable to pay stamp duty taxes @ 0.25% (25 Paisa per Rs.100/-). Firm will deposit the amount (head 22-A(b)) on account of Stamp duty through TR / Challan form to Bank of Punjab / National Bank of Pakistan and submit the deposit copy to procurement agency.	

PART-II **Section - B**

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**. Total duration of contract will be **04 x months after signing of contract** and percentage of payment will be linked with the value of deliverables against completion of respective milestones. Exact details of each milestone along with corresponding activities and delivery schedule are to be provided as per **Annexure A** (**Schedule of Requirement and Delivery**) and mutually finalized during contract negotiations.		
2.	**Terms of Payment** 2.1 **100% payment** on accepted goods within one month of delivery will be made by the / CMA (HIT) Taxila Cantt / CMA (DP) AFDP Sec Rawalpindi to firm on production of following documents:- d. Firm's pre-receipted bill duly affixed with revenue stamp. e. Consignment receipt certificate and acceptance inspection note from project. f. Professional Tax Payment and Active Tax Payer certificate of current fiscal year. 2.2. Partial payment against partial deliveries is **Not allowed.**		
3.	**Security Deposit / Bank Guarantee (BG).** BG will be provided from the any scheduled Bank of the State Bank of Pakistan on judicial stamped paper / e-stamp paper worth Rs 100.00 in favour of CMA (HIT) / CMA (DP). Provision of following unconditional and irrevocable BGs is a **MANDATORY CONDITION**: - **b.** **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 **2x days** beyond the delivery period of last CRC / CRV. Format of PBG is at **Annexure G.**		
4.	**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.		

Section - B

5. **Warranty/ Guarantee**

g. 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.

h. All goods/stores supplied under the contract shall have no defect, arising from design, materials, or workmanship.

i. The warranty/guarantee will be provided on Warranty/Guarantee Form DPL- 15 / Letter of Guarantee **(Annexure H) and** will be applicable for **12 x months after last CRC/CRV**.

j. This warranty period shall be covered by a **Warranty Bank Guarantee** as stipulated in para-4c above.

k. 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.

l. 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 **12 x 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.

6.	**Failure / Termination (MANDATORY CONDITION)** d. 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, thePurchaser 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. e. 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, (2) To cancel the remaining quantity. f. 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 KIBOR.		**Section - B**
7.	**Force Majeure** d. 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 itsagencies 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. e. 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. f. Any of the above-mentioned event or pandemic etc already occurring before the signing of the contract will not be considered as force majeure.		

8.	**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: - e. 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. f. 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 withLD. g. 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. h. 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**
9.	**Penalty**. The Purchaser will have the right to impose additional penalty of 10% 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: - d. Supplier fails to obtain export licenses from its own government or any third party or the contract has become idle. e. 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% of the value of the relevant equipment/ items; and the Purchaser will also have the right to out rightly reject the equipment. f. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan / 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.		
10.	**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.	~~Not Applicable~~	

	The ToT/Offset offered by the OEM in its Technical or Commercial Offer should not be subjected to the approval ofits Govt (if applicable).	**Section - B**	
11.	**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.		
12.	**Surviving Obligations**. All terms which, either by implication or expressly, survive the expiry of this contract, shall survive and in particular termination, intellectual propertyrights, secrecy, export control (if any); notices; applicable law and arbitration.		
13.	**Risk and Expense**. In the event of failure on the part of the Supplier to comply withthe contractual obligation, the contract shall be cancelled at the risk and expenses of Supplier.		
14.	**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.		
15.	**Technical Assistance**. The Supplier shall be responsible for successful Setting-to- Work, commissioning and tests/trials of the system on-site in Pakistan. The technical assistance by the Supplier during warranty period shall be free of cost and on request basis to the satisfaction of Purchaser (if applicable).		
16.	**Severability** c. The invalidity or unenforceability of any term or condition of the contract shallnot affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both the parties. Such discussions shall, as far as possible, ensure the defence needs/concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity orunenforceability term and condition substantially alter the underlying intent of the contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the contract, then the parties shall without further delay, meet to consult each other andreach agreement thereon. d. Failure by either party at any time to enforce any of the provisions of thecontract shall not be considered as a waiver by the party concerned of any suchprovision or in any way affect the validity of the contract or any part thereof or any other rights of either party. Such failure shall only inhibit the rights of the party concerned to claim the costs/expenses incurred or to impose Liquidated Damages (financial or otherwise) for defaults, in respect only of the said non-enforced provisions.		

17.	**Indemnity**. In the framework of the implementation of this project, both the partiesshall waive-off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of agents and theirproperties. However, if these losses result from deliberate fault or unmistakable erroror gross negligence of the Supplier or his agents and/or the Purchaser, the party involved shall bear alone the burden of the damage repairs.		
18.	**Intellectual Property Rights**. Unless otherwise agreed in writing, all intellectual property rights arising out of this contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.		
19.	**Subletting**. Supplier is not allowed to sublet wholly or part of the contract to any other firm/company without prior permission of the Purchaser. Firm found in breach of this clause will be dealt with as per Purchaser's right and discretion.		
20.	**Arbitration**. Disputes (if any) shall be ultimately settled in compliance with the laws of Pakistan.		
21.	**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: b. Chairman HIT will be considered as sole arbitrator. The arbitration proceedings will be held in Pakistan and under Pakistan Law. f. 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. g. The arbitration award shall be final. h. In the course of arbitration, the contract shall be continuously executed exceptthat part which is under arbitration. i. All proceedings under this clause shall be conducted in English language and in writing.		
22.	**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 **21x** 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.		
23.	**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.		

24.	**Spare Supportability and Transfer of Technology**. The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: - d. Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and e. In the event of termination of production of the spare parts: advance notification to the Procuring Agency of pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and f. Following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.		**Section - B**
25.	**Amendment in Contract (MANDATORY CONDITION)**. Amendment in contract, if required, shall be processed in writing and made with mutual agreement/consent of both the parties.		
26.	**Buy Back Clause**. Buy back clause for inactive spares will be included in the contract as under: - e. If the spares/GSE/special tools/tools remain unused/new after two years of arrival in Pakistan, the Supplier/Seller will buy back these items at the prevalent international price list of the Supplier/Seller. f. The cost of transportation/freight and other allied charges will be borne by the Supplier/Seller. g. A joint team of the Purchaser's and the Seller's representatives will determine the condition of the spares/tools /GSE for buy back. h. The lists of stores decided by both the parties for buy back by the firm will be prepared and signed by both the parties, and the firm will ensure payment of stores within 30 days from the day of signing the list of stores for buy back. The stores agreed by both parties for buy back, will be lifted by the firm within 60 days from the date of signatures of joint inspection. In case of failure of the Supplier/Seller to comply, storage charges at the rate of 1% of the value of stores will be paid by the firm. Total storage charges not to exceed 10% of the value of stores under buy back (if applicable as special condition).		
27.	**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 **Annexure-D**, which shall consequently form part of the contract.		
28.	**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: - d. **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. e. **<u>Hardware/ Software Vulnerability</u>**. 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 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 the total cost of contract in addition to non-payment for inappropriate equipment. f. **<u>Country of Origin</u>**. The contractor will ensure that any equipment/ component of Indian, Israeli 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.		
29.	**<u>Workmanship and Materials</u>** c. 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. d. 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

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

Ser	Clause	Firm's Reply (Complied/ Not-Complied/ PartiallyComplied)	Firm's Reply / Remarks
1.	**Technical Specifications** c. 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. d. 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** h. Inspection/testing will be carried out as per terms and conditions of the contract by an inspecting team/inspector as detailed by the inspecting authority on behalf of the Purchaser in accordance with the laid down **Acceptance Criteria**/**Acceptance Test Procedure (ATPs)/ drawings/ test standards and specifications**. The Supplier will provide on his expenses to the inspection team/inspector, the required testing equipment/facilities. i. The Supplier will provide **ATPs** at the time of contract. Buyer will forward observations (if any) on the ATPs within one week to the Supplier. The ATPs will be mutually discussed between both the parties at the Purchaser's country and will be finalized before signing of the contract. Mutually agreed/approved ATPs will form part of the contract to govern theinspection of stores subsequently. Supplier while submitting offer is responsible to satisfy itself on this account. j. All expenditures on account of inspection/testing of stores shall be on the Supplier's account. k. 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. l. The inspections and tests may be conducted on the premises of the Supplier, at the point of delivery, and/or at the goods' final destination. If conducted at the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency. m. Should any inspected or tested goods fail to conform to the specifications, the Procuring Agency		

			Section - B
	may reject the goods, and the Supplier shall replace the rejected goods to meet the specification requirements free of cost to the Procuring Agency. n. 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/brand and quality of stores will be entertained after opening of Bids. To the contrary, any change/improvement will require approval of the technical authority/ user.		
4.	**Technical Documentation/ Manuals**. Technical documents**/** publications and manuals will be supplied free of cost by the Supplier unless otherwise stated in the contract. Supplier will also provide two copies of the compact discs and handmade drawings/blueprints, wherever applicable. The Supplier will provide three sets of following documents free of cost for technical scrutiny of the officer (as applicable): - e. Technical literature of each item. f. Manufacturer's specifications / technical data / drawings and packing details etc of each item. g. Acceptance Test Procedure / Acceptance criteria of each item. h. Country of Origin of each item and port of shipment.		
5.	**Interchangeability**. A certificate of complete interchangeability must be endorsed on the quotation for all substitutes / in lieu and superseded items. A copy of relevant page of publication must be attached to prove correctness of offered items.		
6.	**Checking of Store at Consignee End**. All stores will be checked at Consignee's end in the presence of Supplier's representatives. If for any reason, the Supplier decides not to nominate his representative for such checking, an advance written notice to this effect will be given by the Supplier to the consignee prior to or immediately on shipment of the stores. In such an event, the Supplier will clearly undertake that the decision of consignee with regard to quantities and description of a consignment will be taken as final and discrepancy found will be accordingly made up by the Supplier. In all other cases, the consignee will inform the Supplier about arrival of consignment immediately on receipt of stores through registered mail or fax. If no response from the Supplier is received within **15 days** from initiation of letter, the consignee will have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores will be binding on the supplier in such cases.		
7.	**Packing/Marking**. The Supplier shall be responsible for proper packing of the stores in accordance with the relevant paper particulars under the conditions laid down in the contract or other relevant instructions on the subject in standard export packing worthy of transportation by sea/air/road/rail so as to ensure their contents being free from loss or damage due to faulty packing on arrival at the ultimate destination. Packing of stores will be done at the expense of the Supplier. All packing cases, containers and other packing material shall become the property of the State of Pakistan on receipt. Marking of packages/containers shall also be done by and at the expense of the Supplier in accordance with the instructions given by the Purchaser and as per **UN Codification System**. Failure to mark consignment in		

	accordance with these instructions will render the store liable to rejection. Any loss occurred/ demurrage paid due to wrong marking will be made good by the Supplier. Further details of Packing/ Marking will be covered in the contract.	**Section**	**- B**
8.	**Relationship declaration**. Participating bidder will provide certificate as per format attached at Page 56 for conflict of interest as per following:- Family members including an individual's spouse, siblings (whether of whole or half blood), children (natural or adopted), parents, grandparents, spouses of siblings (i.e brothers and sisters), children, grandchildren, great grandchildren and any member living in the same home as the individuals.		
9.	**Conflict of Interest**. Applicant shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the HIT for execution of subsequent contract or call off contract(s). Firm may be considered to have a conflict of interest if they have a close business or family relationship with such professional staff of the HIT (or a recipient of a part of the funds) who: h. Are directly or indirectly involved in the preparation of the prequalification documents or bidding documents or specifications of the bidding document / contract and or the prequalification or bid evaluation process of such contract; or i. Would be involved in the implementation or supervision of such contract, unless the conflict stemming from such relationship has been resolved throughout the procurement process, bidding process during the execution of the contract. j. Have any blood relation, or family member serving in HIT permanent basis or on contract that can directly or indirectly be involved in preparation of bidding documents or can amidst in any part of the bidding process is termed to have conflict of interest. k. An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available PPRA's website. l. An Applicant shall provide such documentary evidence for determining the eligibility of the applicant to the reasonable satisfaction of the HIT. m. An Applicant may be ineligible if they are national of ineligible countries as indicated in section V. n. Declaration certificate attached at **Annexure J to Section – B**		

Annexure A to Section – B

SCHEDULE OF REQUIREMENT AND DELIVERY

OF APC (M113 A1/A2/P)

1. The delivery schedule expressed as under:-

Ser	Part No.	NSN	Nomenclature	A/U	Require Quantity	Remarks
1.	274946	5305-00-455-7168	Srew Machine	Nos	9	
2.	594443	4730-00-231-3915	Elbow	Nos	9	
3.	4226037	4720-01-420-0948	Duct, Air Inlet	Nos	30	
4.	4226058	4710-01-370-8989	Tube, Bent Alum	Nos	16	
5.	5102254		Fork Feed Pump	Nos	41	
6.	5103474	5330-01-143-2300	Gasket	Nos	25	
7.	5109517	5331-00-403-0024	Packing Preformed	Nos	10	Advance Sample is required at the time of TSR.
8.	5133107	5330-00-235-4885	Gasket Water Pump	Nos	94	
9.	5134825	2990-00-890-0697	Receptical	Nos	27	
10.	5139228	3030-01-301-8013	Belt Set	Nos	94	
11.	5145666	4720-00-217-5463	Hose	Nos	39	
12.	5147883	4720-01-039-6516	Hose Assy	Nos	35	
13.	5151430	4730-01-319-3474	Guide Oil Level Gage	Nos	3	
14.	5166864	5330-00-599-6624	Packing Preformed Eng Front	Nos	100	Advance Sample is required at the time of TSR.
15.	5176557	5330-01-485-9331	Packing	Nos	8	
16.	5179938	5330-01-081-9814	Ring Seal Fuel Line	Nos	102	
17.	5179969	4730-00-203-9058	Elbow Pipe To Tube	Nos	66	
18.	5199575	4720-00-485-7167	Hose Non Metalic	Nos	8	

19.	5199811	2815-00-792-9839	Part Kit Cylinder Head	Nos	71	Advance Sample is required at the time of TSR.
20.	5573014	4330-01-180-9978	Element Oil Filter	Nos	78	Advance Sample is required at the time of TSR.
21.	5574508	2910-00-287-1912	Element Filter	Nos	100	Advance Sample is required at the time of TSR.
22.	5575032	2940-00-745-7730	Element Filter Primary	Nos	96	Advance Sample is required at the time of TSR.
23.	5703089	2940-00-678-0641	Part Kit Filter	Nos	91	Advance Sample is required at the time of TSR.
24.	5703405	3040-00-906-0147	Part Kit Ramp Cyl 04 Per Kit (Only 2 x items of said kit(i-e paking & leather piece) req)	Kit	70	
25.	6436253	2910-01-245-6921	Head Fluid Filter	Nos	27	Advance Sample is required at the time of TSR.
26.	7006236	5310-00-700-6236	Washer Flat	Nos	184	
27.	7353551	2540-00-735-3551	Back Rest	Nos	21	
28.	7356114	5330-00-735-6114	Felt Mechanical	Nos	102	
29.	7359524	2540-00-228-7795	Bracket Oil Can	Nos	10	
30.	7539688	5310-00-753-9688	Gasket	Nos	97	
31.	7539689	5330-00-753-9689	Gasket	Nos	100	
32.	8176393	5305-00-342-4647	Set Screw	Nos	21	
33.	8340107	5310-00-333-7385	Washer Lock	Nos	672	
34.	8340650	2540-00-692-9372	Latch Engine	Nos	11	
35.	8341554	5360-00-321-6184	Spring Helical Torsion	Nos	147	
36.	8341563	5340-00-209-9281	Bumper Rubber	Nos	280	
37.	8341802	5365-00-598-3566	Ring Dee	Nos	41	
38.	8376679	5340-00-664-3115	Starp Assy	Nos	93	
39.	8378669	2590-00-693-3563	Pad Cushion	Nos	70	
40.	8379263	5340-00-072-5443	Retainer	Nos	2	

41.	8379264	5340-00-080-7533	Retainer	Nos	13	
42.	8379279	5340-00-269-4911	Retainer	Nos	37	
43.	8731984	5365-00-075-9138	Bumper Rubber	Nos	400	
44.	8738009	4720-00-701-3920	Hose Preformed	Nos	13	
45.	8738020	3110-01-496-3631	Bearing	Nos	52	Advance Sample is required at the time of TSR.
46.	8756255	5330-00-679-7974	Packing Preformed	Nos	420	
47.	8756288	2590-00-962-8339	Rubber Shield	Nos	24	
48.	8756473	2590-00-941-8672	Tube Filler Final Drive	Nos	14	
49.	8756489	5331-00-679-9858	Gasket	Nos	56	
50.	8756490	5331-00-679-9856	Packing Preformed	Nos	230	Advance Sample is required at the time of TSR.
51.	8756506	5330-00-679-9208	Seal Rubber	Nos	105	
52.	8756623		Shroud Track A1	Nos	50	
53.	8756704	5306-00-932-3536	Bolt	Nos	11	
54.	8756705	2540-00-679-8037	Lug Latch	Nos	20	
55.	8756888	5340-00-679-9211	Bumper Rubber	Nos	150	
56.	8763180	2520-00-679-9657	Cushion	Nos	280	
57.	8763183	5340-00-679-9222	Bumper Rubber	Nos	33	
58.	8763361	5340-00-705-5841	Clip	Nos	770	
59.	8763397	5342-00-857-1424	Clip Retaining	Nos	2	
60.	8763398	5975-00-473-5595	Strap Tie Down	Nos	560	
61.	8763494	5365-00-938-4050	Plug Special	Nos	300	
62.	8763503	3040-00-168-2130	Bracket Rotating Shaft	Nos	2	
63.	8763567	2540-00-019-3926	Cap Dvr Seat Post	Nos	70	
64.	8763570	5340-00-799-6388	Mount Resilient Rubber	Nos	70	
65.	8923959	5330-01-247-2375	Packing	Nos	4	

66.	8925032	4730-01-187-6671	Elbow	Nos	19	
67.	8925745	2530-01-167-1940	Impeller	Nos	8	Advance Sample is required at the time of TSR.
68.	10861125	5330-00-679-9837	Seal Rubber	Nos	70	
69.	10861292	5305-00-852-9681	Thumb Screw	Nos	26	
70.	10861390	5330-00-679-9188	Seal Rubber	No	70	
71.	10861633	5330-00-807-2874	Seal Rubber	Nos	140	
72.	10861634	5330-01-077-1816	Seal Rubber	Nos	140	
73.	10861677	2510-00-842-2949	Shield	Nos	7	
74.	10863009	5342-00-679-8008	Bellow	Nos	112	
75.	10863380	5310-00-655-9668	Washer Lock	Nos	9188	
76.	10863386	4720-00-727-1622	Hose	Nos	115	Advance Sample is required at the time of TSR.
77.	10863494	3110-00-020-2283	Bearing Ball	Nos	120	
78.	10865654	5330-00-690-1608	Gasket	Nos	23	
79.	10865869	5340-00-999-1993	Clip Spring Tension	No	8	
80.	10865882	2540-00-840-9646	Seat Back Assy	Nos	17	
81.	10865908	5330-00-773-9389	Seal Rubber Spec	Nos	25	
82.	10866008	2540-00-690-2114	Seat Indl	Nos	187	
83.	10866049	3040-00-884-7726	Collar Throttle Control	Nos	99	
84.	10866057	5340-00-808-7767	Arm	Nos	5	
85.	10874601	4710-00-948-0705	Hose Chain	Nos	70	
86.	10874856	5330-00-715-3868	I Seal Rubber Ramp Door	Nos	100	
87.	10874857	5330-00-715-3869	U Seal Ramp Door	Nos	100	
88.	10875114	5330-00-887-1337	Seal Oil	Nos	100	
89.	10875161	5325-00-582-2646	Ring Retaining	Nos	32	
90.	10875193	5331-00-714-6129	Packing Preformed	Nos	105	

91.	10875227		Bracket Drag Barke	Nos	2	
92.	10886307	5360-00-827-7077	Spring Helical Ext	Nos	92	
93.	10886344	4720-00-006-4006	Hose	Nos	80	
94.	10886357	5340-00-779-4573	Bumper Rubber	Nos	1120	
95.	10886540	5310-00-986-8710	Washer	Nos	208	
96.	10890210	5342-00-836-5167	Mount	Nos	104	
97.	10911091	5365-00-920-0719	Mount Resilient	Nos	336	
98.	10915185	5342-00-999-2115	Mount Resilent	Nos	140	
99.	10915186	5342-00-999-2114	Mount Resilent	Nos	140	
100.	10917616	5330-00-986-8709	Seal (Periscope M-17)	Nos	210	
101.	10932311	2590-00-491-0133	Pad Cushioning	Nos	980	
102.	10932343	4730-00-732-4271	Elbow Pipe	Nos	104	
103.	10932430	5330-00-959-5878	Gasket	Nos	700	
104.	10932464	9390-00-142-6414	Seal Radiator	Nos	244	
105.	10932812	5310-00-718-4783	Washer Flat	Nos	8	
106.	10932834	3040-00-999-2345	Connecting Link	Nos	13	
107.	10932846	5330-00-059-0897	Gasket	Nos	27	
108.	10932881	9905-00-299-0777	Plate	Nos	15	
109.	10932996	4730-00-766-9892	Elbow	Nos	15	
110.	10933071	4730-00-701-3921	Strainer	Nos	19	
111.	10933148	4720-00-719-6987	Hose Assy Non-Metalic	Nos	35	Advance Sample is required at the time of TSR.
112.	10942582	2510-00-762-1730	Rod Threaded End	Nos	3	
113.	10942653	4720-00-728-2042	Hose Assy Non-Metalic	Nos	142	Advance Sample is required at the time of TSR.
114.	10942791	4710-00-724-8270	Tube Assy Metal	Nos	68	
115.	10942811	5360-00-050-1191	Spring Helical	No	35	

116.	10942891	5310-00-059-3531	Washer	Nos	428	
117.	10942892	5330-00-570-4057	Seal	Nos	860	
118.	10942893	5330-00-570-4060	Seal	Nos	860	
119.	10943075	4710-00-999-2357	Elbow Tube	Nos	13	
120.	10943088	4730-00-687-2660	Elbow	Nos	56	
121.	10943091	2540-00-299-0757	Cover Track (Rt) Rear	Nos	6	
122.	10946814	4210-00-910-9663	Cylinder Compressed Gas	Nos	15	
123.	10949865	5330-00-778-4756	Gasket	Nos	70	
124.	10949866	5306-00-880-9783	Bolt U	Nos	32	
125.	10949982	2590-00-119-0845	Pad Cushion	Nos	70	
126.	11589343	5330-00-106-9973	Packing Preformed	Nos	300	
127.	11589386	3110-00-781-8191	Bearing Ball	Nos	100	
128.	11589464	4730-00-781-8165	Strainer Bilge Pump	Nos	13	
129.	11589471	4730-00-781-8164	Strainer Front Bilge	Nos	42	
130.	11598399	2940-00-168-2337	Filter Element Air Cleaner	Nos	90	
131.	11633327	5340-00-417-2849	Plate Fuel Tank	Nos	2	
132.	11633463	4710-00-472-1697	Tube Assy	Nos	2	
133.	11633546	5330-00-195-0894	Seal Rubber	Nos	115	
134.	11633547	5330-00-197-1751	Seal Rubber	Nos	80	
135.	11633836	2530-00-159-8936	Boot	Nos	50	
136.	11647194	2990-00-029-0536	Outlet Exhaust	Nos	4	
137.	11660771	9905-00-422-2024	Caution Plate	Nos	140	
138.	11662996	4720-00-177-0672	Hose Non-Metalic	Nos	22	
139.	12253286	5330-01-035-9832	Seal Plain Encased	Nos	840	
140.	12253373	5640-01-496-2802	Blanket	Nos	25	

141.	12253589	2910-01-060-2963	Guard Fuel Line	Nos	8	
142.	12253670	5640-01-062-0854	Insulation Sleeving	Nos	70	
143.	12253691		Wire Fabric	Ft	32	
144.	12268692	2540-01-062-5596	Mount Shock Absorber	Nos	63	
145.	12268709	5330-01-062-5634	Gasket	Nos	11	
146.	12268721	5340-01-070-9570	Bumper Rubber	Nos	210	
147.	12268722	4730-01-074-5901	Adapter	Nos	46	
148.	12268792	5330-01-070-9562	Gasket	Nos	40	
149.	12268886	5340-01-102-4624	Cover Track Right Rear	Nos	35	
150.	12268888	5340-01-102-4625	Cover Track Left Rear	Nos	35	
151.	12268890	2510-01-105-3044	Cover Track Left Front	Nos	30	
152.	12268895	2510-01-102-4760	Shroud Track	Nos	90	Advance Sample is required at the time of TSR.
153.	12268964	9905-01-075-7830	Plate Identification	Nos	15	
154.	12268992	2910-01-077-1658	Guard, Fuel Line	Nos	4	
155.	12269396	5340-01-137-3858	Guard, Fuel Line	Nos	6	
156.	10392773-010	5310-00-638-8146	Nut Self Locking	Nos	1008	
157.	10917651-1	4720-00-986-8700	Hose Assy Non-Metalic	Nos	12	
158.	10932436-3	4720-00-055-5982	Hose Assy Non-Metalic	Nos	28	
159.	10932440-2	4720-00-781-9866	Hose Pipe	Nos	52	
160.	10932707-2	4720-00-999-5440	Hose Assy	Nos	53	
161.	10932707-28	4720-01-077-0061	Hose Assy	Nos	13	
162.	10932811-2	3040-00-999-2338	Link	Nos	3	
163.	10932992-1	4730-00-904-1414	Elbow Pipe	Nos	2	
164.	10932992-5	4730-00-914-1003	Elbow Pipe	Nos	2	
165.	10942709-1	4720-00-089-2138	Hose Assy Non-Metalic	Nos	64	

166.	10942709-3	4720-00-728-3220	Hose Assy Non-Metalic	Nos	64	Advance Sample is required at the time of TSR.
167.	10942886-2	5440-01-495-9748	Support Mounting P/Plant	Nos	15	
168.	10943122-3		Hose Non Metalic	Nos	14	
169.	10943122-4	4720-01-413-8841	Hose Non Metalic	Nos	25	
170.	10949483-2	2510-00-909-2493	Cover Track (Rt) Front	Nos	30	
171.	11598738-1	5331-00-179-0249	Packing Preformed	Nos	18	
172.	11598738-2	5331-00-179-0421	Packing Preformed	Nos	55	
173.	11647536-1	2510-00-155-3262	Floor Plate	Nos	44	
174.	11647536-2	2510-00-155-3264	Floor Plate	Nos	42	
175.	11660814-2	4730-00-277-8274	Elbow Pipe To Tube	Nos	230	
176.	12253513-2		Hose	Nos	190	
177.	42C15120-205	4010-00-129-3221	Chain Weldless	Nos	210	
178.	42C15120-210	4010-01-433-1406	Chain Weldless	Nos	210	
179.	8114-3755	3030-01-065-6264	Fan Belt V Matched 03 Per Set	SET	82	
180.	8114-3760	3030-01-065-6265	Gen Belt V Matched 02 Per Set	SET	78	
181.	AN915-10D	4730-00-194-1076	Elbow	Nos	15	
182.	AN617-2D	4730-00-287-3700	Tee Fuel Pressure Switch	Nos	7	
183.	MS17987-829	5315-00-340-3942	Pin Quick Release	Nos	284	
184.	MS19060-5	3110-00-965-8485	Ball	Nos	40	
185.	MS20066-208	5315-00-728-2045	Key Machine	Nos	13	
186.	MS20822-10D	4730-00-287-1028	Elbow Pipe	Nos	14	
187.	MS20913-3S	4730-00-555-0592	Plug Pipe	Nos	50	
188.	MS21044N06	5310-00-081-8087	Nut Self Locking	Nos	1942	
189.	MS21083N5	5310-00-660-3381	Nut Self Locking Hex	Nos	521	
190.	MS21921-6	4730-00-810-4499	Nut Tube Coupling	Nos	84	

191.	MS21922-6	4730-00-554-7398	Sleeve Clinch Tube Fitting	Nos	147	
192.	MS24518-4	4730-00-702-2847	Elbow	Nos	164	
193.	MS24585-61	5360-00-962-4643	Spring	Nos	60	
194.	MS28775-126	5331-00-702-1048	Packing Preformed	Nos	140	
195.	MS28775-210	5330-01-225-4203	Packing Preformed	Nos	280	
196.	MS28775-212	5330-00-060-4656	Packing Preformed	Nos	80	
197.	MS28775-218	5330-01-286-0389	Packing Preformed	Nos	80	
198.	MS28775-222	5330-00-297-9990	Packing Preformed	Nos	90	
199.	MS28775-231	5331-00-720-2535	Packing Preformed	Nos	61	
200.	MS28775-240	5330-00-618-1603	Packing Preformed	Nos	68	
201.	MS28775-336	5330-01-304-6539	Packing Preformed	Nos	204	
202.	MS29512-12	5331-00-263-8033	Packing Preformed	Nos	410	
203.	MS29513-212	5331-00-250-0226	Packing Preformed	Nos	80	
204.	MS29513-236	5331-00-291-3069	Packing Preformed	Nos	80	
205.	MS29513-425	5331-00-263-5172	Road Wheel Arm Seal	Nos	700	
206.	MS35000-3	6140-00-057-2554	Battery Storage	Nos	230	
207.	MS35190-225	5305-00-957-6264	Screw, Machine	Nos	40	
208.	MS35190-273	5305-00-958-5471	Screw	Nos	100	
209.	MS35190-291	5305-00-958-5247	Screw Machine	Nos	224	
210.	MS35191-274	5305-00-984-7342	Screw Machine	Nos	216	
211.	MS35191-321	5305-00-957-2646	Screw Cap	Nos	168	
212.	MS35191-324	5305-00-959-2704	Screw Cap	Nos	168	
213.	MS35206-231	5305-00-889-3001	Screw Cap	Nos	762	
214.	MS35206-263	5305-00-984-6210	Screw Machine	Nos	2080	
215.	MS35206-280	5305-00-988-1724	Screw	Nos	264	

216.	MS35206-282	5305-00-988-1726	Screw, Machine	Nos	65	
217.	MS35207-263	5305-00-989-7434	Screw	Nos	441	
218.	MS35207-283	5305-00-993-2459	Screw Cap	Nos	84	
219.	MS35333-33	5310-00-013-8578	Washer Lock	Nos	18	
220.	MS35489-106	5325-00-276-6056	Grommet	Nos	138	
221.	MS35489-35	5325-00-185-0012	Grommet Rubber	Nos	129	
222.	MS35489-89	5325-00-081-1422	Grommet Rubber	Nos	22	
223.	MS35490-12	5325-00-543-3850	Grommet, Rubber	Nos	1	
224.	MS35690-524	5310-00-723-2737	Nut	Nos	23	
225.	MS35769-7	5330-01-346-3821	Gasket	Nos	400	
226.	MS39202-3	4730-00-278-4496	Elbow Pipe To Tube	Nos	10	
227.	MS45904-60	5310-00-080-9786	Washer Lock	Nos	1050	
228.	MS51066-74-2		Belt V Match 2 Per Set	SET	30	
229.	MS51811-8	4730-00-402-9534	Tee, Tube	Nos	15	
230.	MS51815-113		Screw	Nos	6	
231.	MS51819-3	4730-00-003-5919	Adapter	Nos	8	
232.	MS51922-17	5310-00-087-4652	Nut Self Locking	Nos	648	
233.	MS51922-33	5310-00-225-6993	Nut Self Locking Mechanism	Nos	228	
234.	MS51963-34	5305-00-719-5342	Set Screw	Nos	202	
235.	MS75004-1	5940-00-549-6581	Terminal	Nos	210	
236.	MS75004-2	5940-00-549-6583	Terminal	Nos	140	
237.	MS9048-115	5315-00-063-3453	Pin Spring	Nos	105	
238.	MS9068-220	5331-00-068-2500	Packing Preformed	Nos	7	
239.	MS90726-62	5305-00-269-2805	Screw Cap	Nos	325	
240.	MS90727-116	5305-00-719-5239	Screw	Nos	79	

241.	NIV-1		Handle Cargo Hatch Cover	Nos	6	
242.	NIV-155		Nut Coupling Exhaust Big	Nos	39	
243.	8756557		Insert Small Bush	Nos	7224	Advance Sample is required at the time of TSR.
244.	NIV-157		Bolt Coupling Exhaust	Nos	60	
245.	10865843	5325-00-763-3647	Gromment Rubber	Nos	7	
246.	11633832	9320-01-154-3505	Pad Cushioning	Nos	23	
247.	12298121	5340-01-110-4231	Clevis, Rod End, Special	Nos	6	
248.	MS21922-8	4730-00-580-2120	Sleeve Clinch Tube Fitting	Nos	40	
249.	10865866	3040-00-177-7866	Handle Seat Dvr	No	7	
250.	11589357	5360-00-930-4556	Spring Helical	Nos	11	
251.	10933120-1	2530-00-096-9649	Lining	Nos	12	
252.	7017826	4710-00-805-4149	Tubing Plastic	Nos	14	

SPECIAL CONDITIONS: -

7. Firms are required to provide Samples after opening of technical bid (if req by HIT).
8. Specification / drawings will be provided to firms (if req).
9. OEM trade link will be provided by firm with technical bid (if item is being imported)
10. Tender sample will be considered as reference for bulk supply and advance sample may also be required by HIT before bulk supply.
11. Store offered by the Firm will undergo visual / dimensional inspection, material testing, fitment testing, functional testing as per technical requirement of the user Factory. Store will only be accepted after qualifying the inspection / testing.
12. Firm will be responsible for replacement of any rejected, defective or faulty store free of cost. Replaced store will undergo visual / dimensional inspection, material testing, fitment testing, functional testing (as applicable / required) by the user Factory.

Annexure B to Section – B

EVALUATION CRITERIA

2. Evaluation will be carried out on **Least Cost method** as under: -

Ser	Evaluation Criteria	Total Marks	Minimum Passing Marks
a.	Performance Evaluation (SCM Directorate)	50	25
b.	Technical Evaluation (User Factory)	50	35
c.	Price Evaluation	100	60

3. **Performance Evaluation (SCM Directorate) – 50 Marks**

d. **Financial Soundness**. Following parameters will be used:-

Ser	Description	Max Marks	Calculation Procedure	Remarks
(4)	Annual turnover of last 3 x Financial Years	5	Marks will be calculated as per the formula: - $\text{Score} = \frac{(Y1+Y2+Y3)}{(3 * X)} * 5$ • 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 for minimum of upto Rs 5 Mn (in FOR Case) and US$ (0.05) Mn in FOB case • Else Income Tax returns for last 3 x financial years, fully verified by ITO of the circle.
(5)	Working Capital of last three years	10	Marks will be calculated as per the formula: - $\text{Score} = \frac{(Y1+Y2+Y3)}{(3 * X)} * 10$ • Y1, Y2 and Y3 being respective working capitals of last three years. • X= Last Purchase Rate / Estimated value of the quoted items Available with HIT.	
(6)	Litigation history	-	One mark will be deducted for each litigation history (if any), where decision went against the firm	Affidavit on judicial stamp paper
	Total	**15**		

e. **Past Experience / Past Record**

Ser	Description	Max Marks	Calculation Procedure
(3)	Projects of similar nature and complexity	10	• 3 years (1.3 mark per contract Max 3.3 marks per year) • New Firms will be awarded 2.5 gratis marks
(4)	Status of enlistment with Govt Organization (*Attested copies of Registration certificate to be enclosed*)	5	• Full marks will be given on provision of at least 1 x Registration certificate • Non-registered firms will be awarded 2.5 gratis Marks
	Total	**15**	

f. **<u>Past Performance</u>.** Marks for past performance shall be awarded on the basis of following criteria (New firms will be awarded passing marks):-

Ser	Description	Max Marks	Calculation Procedure
(7)	Contracted store supplied beyond DP in last 3 years	2.5	• X1 = Total value of last 3 years' contracts. • X2 = Total value of stores delivered within Delivery Period (last 3 years' contracts). **Formula:** Score= $\frac{X2}{X1} * 2.5$
(8)	Quantum of rejections of items in the last 3 years contracts	2.5	• X1 = Total value of last 3 years contracts. • X2 = Total value of items accepted in first go (last 3 years' contracts). **Formula:** Score= $\frac{X2}{X1} * 2.5$
(9)	Timely provision of documents/ bank guarantees / bid security money	2.5	• X1 = Total no of contracts concluded in last 3 years. • X2 = Total number of timely provided bank guarantees/ bid securities against the total no of contracts in last 3 years. **Formula:** Score= $\frac{X2}{X1} * 2.5$
(10)	No of contracts / items still pending beyond DP	5	One mark would be deducted for each contract in hand, whose deliveries are over due for more than 2 months
(11)	Risk and Expense action against firm approved	2.5	Half mark will be deducted against each Risk and Expense action approved / done within last 3 years
(12)	Response to HIT Procurement queries /problems (last 3 years)	5	• Half mark will be deducted for each advice letter issued to firm • One mark will be deducted for each warning letter issued to the firm
Total		**20**	

e. **<u>Project Technical Evaluation Parameters (50 Marks)</u>**

Ser	Types		Description	Max Points
(1)	**Proc of Store**	**(1)**	Tech Specs / Parameters Compliance ***"Meeting critical parameters is mandatory"***	**30**
		(2)	Tech data package (Provn of tech / user / maint manuals, drawings, reports etc) ***"Technical Manual must be submitted with the technical bid."***	**10**
		(3)	Past performance ***"List of contracts with HIT and other government bodies must be provided"***	**10**
			Total	**50**

<u>Annexure C to Section - B</u>

<u>FINANCIAL PROPOSAL</u>

<u>SCHEDULE OF PRICE - SUMMARY</u>

<u>Description of Stores</u>

Ser	Part Number	Nomenclature	Description / Specifications	A/U	Quantity	Price Per Unit (Rs)	Total Price (Rs)	Total Price in

								Words
1.								
2.								
3.								
.								
.								
.								
Total Price without Taxes:							**Rs. -----------**	
Details of applicable Taxes:					GST PST	@ 18 % @ 16%	Rs. -------	
Total Price with Taxes (all applicable):							**Rs. -----------**	
Total Price in words								

NON DISCLOSURE AGREEMENT

8. The Recipient ___________________________ (Name of CEO/Director) _______________ of ______________(Name of firm) ____________________ hereto desires to have business interactions with ________________________________(Department/Sponsor) _________________________ for___(Purpose).

9. 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: -

e. **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.

f. **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.

g. **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.

h. **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.

10. **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.

11. **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.

12. **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: -

(3) The completion or termination of the dealings between the parties contemplated hereunder the termination of this Agreement; or,

(4) 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).

13. **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.

14. **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 inaccordance with this paragraph).

g. All such notices or communications shall be deemed to have been given and received: -

   (4) In the case of personal delivery or electronic-mail, on the date of such delivery.

   (5) In the case of delivery by a nationally recognized overnight carrier,on the third business day following dispatch.

   (6) 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: -

   (3) Developing, making or marketing products or services that are or may be competitive with the products or services of the other or

   (4) 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.

Signature:_________________________
Name:____________________________
Appointment:______________________
Organization/Firm:_________________
Name:____________________________
Date: ________________2026

Annexure E to Section - B

CERTIFICATE OF ELIGIBILITY / NON BLACKLISTING CERTIFICATE

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

Name of MD________________________
CNIC or Passport No. _______________
Signature _________________________
Date ______________________________

Annexure F to Section - B

IT No. 5081/26-27/IT-6108/HRF(T)/FOR(A)/SCM dated ____Aug 2026

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:

4. 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.

5. 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.

6. This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:______________________ in the capacity of ___________________
Signed:____*[Signature of the Bank]*
Dated on_____________day of ___________20 ________

____

Annexure G to Section - B

IT No. 5081/26-27/IT-6108/HRF(T)/FOR(A)/SCM dated ____Aug 2026

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

Contract No.________________________Date.____________________________
Name of Firm/Contractor ____
Address of Firm/Contractor ____
Name of Guarantor ____
Address of Guarantor ____
Amount of Guarantee Rs.________________________________(*in words*)
Date of Expiry of Guarantee ________________________________

To : The President of the Islamic Republic of Pakistan
Through : The Controller of Military Accounts (Defence Purchase), Rawalpindi / CMA (HIT), Taxila Sir,

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

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

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

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

h. To pay you unconditionally upon your first demand and/or without any reference to our customer, declaring our customer to be in default under the Contract and without cavil or argument, any sum not exceeding Rs __ *[amount of the guarantee in words and figures]* as would be mentioned in your written Demand Notice, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
i. To keep this Guarantee in force till___[*date*]
j. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our customer i.e. M/S___or from your office. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by us whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.
k. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of thisGuarantee.
l. That with the consent of our customer, you may amend/alter any term/clause of the Contract or add/delete any term/clause to/from this Contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. (*amount ofthe guarantee in words and figures*).
m. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or customer/seller or vendor.
n. That this is an unconditional Bank Guarantee, which shall be en-cashed on sight on presentation without any reference to our customer/seller or vendor.

Signature and seal of the Guarantors *[name of bank or financial institution]*
*Date:*_____________*Address:*_______________*Name of Bank:* ______________

Annexure H to Section - B

IT No. 5081/26-27/IT-6108/HRF(T)/FOR(A)/SCM dated ____Aug 2026

Form DPL-15

MINISTRY OF DEFENCE PRODUCTION

HEAVY INDUSTRIES TAXILA

SUPPLIER'S WARRANTY/GUARANTEE

Firm's Name: ____

Contract No.: ____

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

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

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

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

The warranty will remain valid for___________months/years on receipt of stores by the consignee.

Signature:___________________

Dated:______________________

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

`Annexure I to Section - B

IT No. 5081/26-27/IT-6108/HRF(T)/FOR(A)/SCM dated ____Aug 2026

INTEGRITY PACT

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

Contract Number____________dated__________

Contract value

Contract title _________

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

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

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

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

10. Notwithstanding any rights and remedies exercised by GoP in this regard, [*Name of Supplier*] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [*Name of Supplier*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

________________	________________
[Buyer]	*[Seller/Supplier]*

Annexure J to Section - B

DECLARATION CERTIFICATE
CONFLICT OF INTREST

1. It is certified that M/s ______________________________________ is participating for tender no __________________________ FY ____________________. There is no Filial relationship of this company/ firm employed in Heavy Industries Taxila as per following details:-

"Family members including an individual's spouse, siblings (whether of whole or half blood), children (natural or adopted), parents, grandparents, spouses of siblings (i.e brothers and sisters) siblings, children, sibling's grandchildren, sibling's great grandchildren and any often relative not covered above living in accommodation of HIT".

2. I also certify that none of my near relatives (father, mother, brother, sister, uncle, son, daughter or any other near relative) or any other person who is participating in this tender in a manner that may amount to cartelization. In case any such person attempts to do so, I undertake to inform Heavy Industries Taxila, Ministry of Defence, Pakistan of this fact without any loss of time.

3. I therefore certify that the information given in this proforma is correct to the best of my knowledge, I understand that in case it is found at any stage that information is incorrect or contrary to the facts/ information given in the application form, the authorities concerned has the right to cancel the registration of the firm and alongwith blacklisting and cross debarring for upto ten years to do any business with the Defence Establishment and Government Agencies in Pakistan. I also undertake and accept that any disciplinary action taken against the firm or its management will not be challenged in any court of Law.

4. This Certificate is signed by CEO / MD of this Company.

____
Signature of the Applicant

Place: __________________________ Name: ______________________________
(In block letters)

Office Stamp: Designation: _________________________

Date: _______________________________

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: Supply Chain Management Directorate
Heavy Industries Taxila
Taxila Cantt

Dear Sir,

4. 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.
5. In submitting our Bid we make following declarations: -
   a. **No Reservations**. We have examined and have no reservations to the bidding documents (Section - A, Section - B, and Section - C), including addenda's, if issued;
   b. **Conditions Governing Contracts**. The „Contract" made as a result of this ITB shall mean the Agreement entered into between the Parties i.e. the "Purchaser" and the „Seller" in accordance with the law of the Contract Act, 1872 (adopted through Central Laws (Status Reform) Ordinance 1960, for all provinces and the Capital of the Federation of Pakistan and those contained in the DPP&I-35 and other special conditions that may be added to given contract for the supply of Defence Stores specified herein and guidance provided by Public Procurement Regulation Authority (PPRA);
   c. **State-Owned Enterprise or Institution**: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]* or *[We are a state-owned enterprise or institution but meet the requirements of]*;

   d. **Eligibility**. We meet the eligibility criteria / requirements as per DPP&I- 35 (latest edition) as well as the "Instructions to Bidders" (Section - A) and have no conflict of interest;
   e. **Conformity**. I/We hereby offer to supply in conformity with the "Schedule of Requirement" (Section - B) inquiry or such portion thereof as you may specify in the acceptance of bid at the prices offered against the said schedule;
   f. **Bid Validity Period**. Our Bid shall be valid upto **120 x days** after opening of the Financial Proposal and will not be withdrawn or altered in terms of the rates

quoted and the conditions already stated therein or on before this date; and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

g. **Performance Bank Guarantee**. If our Bid is accepted, we commit to obtain a PBG in accordance with the bidding document;

h. **Binding Contract**: We understand that this Bid, together with your acceptance thereof, shall constitute a binding contract between us, until a formal contract is prepared and executed;

i. **Not Bound to Accept**: We understand that you are not bound to accept any of the Bids that you may receive; and

j. **One Bid per Bidder**. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member, or in any other form etc;

k. **Suspension and Debarment**. We, along with any of our suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency / the GoP. Further, we are not ineligible under Pakistan laws;

l. **Fraud/Corruption and Offering Gifts/Favours**. We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud, Corruption or offering gifts and favours, if found so, the firm will be liable to ineligibility / blacklisting.

6. The following documents are attached with our Technical Proposal: -

a. Postal order of Rs 2000/- in favour of Dir (SCM) is attached with Technical Bid.

b. The OEM part number and its interchangeability with demanded part number have been indicated and relevant catalogue/ extract have been attached. (In case the OEM products are offered).

c. Bank draft No ____________as Bid Security. We understand the conditions governing the return and forfeiture/encashment of the Bid by the procuring agency as per the DPP&I-35 and the Instructions to the Bidder‟ (Section-A).

d. Complete Section -B attached with ITB documents having duly filled the required documents especially the Terms and Conditions of the Contract, and the Schedule of Requirement.

e. Checklist as per Section – B is enclosed.

f. Quality Assurance Certificate.

g. Non-Disclosure Agreement.

h. Agent Commission Certificate / No Agent Commission Certificate.

i. Integrity Pact (at **Annexure I**).

Yours faithfully,___________________

(Signature of Tenderer)

Address:_____________________

Date:_______________________

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

e. Whether signing as "Sole Proprietor" of the firm or his attorney.

f. Whether signing as a "Registered Active Partner" of the firm or his attorney.

g. Whether signing for the firm "Per Procreation".

h. In the case of companies and firms registered under the Act, 2017 as amended up-to-date and under the partnership Act 1932, the capacity in which signing e.g, the Director, Secretary, Manager, Partner etc or their attorney and produce copy of document empowering him so to sign, if called upon to do so.

LETTER OF BID - FINANCIAL PROPOSAL

DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

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

Bidder must prepare the Letter of Bid (Financial Proposal) on its letterhead

clearly showing the Bidder's complete name and business address.

Tender No__
Name of the Firm ______________
Contractor's Telegraphic Address _______
Code Used ________________________
Date_____________________________
Telephone No______________________

To:

Supply Chain Management Directorate
Heavy Industries Taxila
Taxila Cantt

Dear Sir,

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

c. Consignee"s port/airport/named destination is_______.

d. 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)
Address:___________
Date: _____________

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

e. Whether signing as "Sole Proprietor" of the firm or his attorney.

f. Whether signing as a "Registered Active Partner" of the firm or his attorney.

g. Whether signing for the firm "Per Procreation".

h. In the case of companies and firms registered under the Act, 2017 as amended up-to-date and under the partnership Act 1932, the capacity in which signing e.g, the Director, Secretary, Manager, Partner etc or their attorney and produce copy of document empowering him so to sign, if called upon to do so.

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

Tender No.____Date _________________

1.	d. Postal Order e. Bank f. Amount	
2.	c. EM Draft No d. 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	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 withoffer	Yes/No Not Applicable Anx_
15.	Currency of offer	
16.	Place for Inspection of Offered Stores	
17.	c. We confirm that prices are firm and final d. Validity of our offer is 180 days afteropening 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
20.	Sales Tax	Yes/No
21.	c. Agent Commission d. 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 areattached with offer:- a. MoDP / HIT letter indicating Registration / Indexation Status (Registered firms only)	Yes/ No Anx NA
	b. Valid Manufacturer License by Ministryof Health	NA
	c. Production Registration Letter of Ministry of Health indicating Registration No ofStore	NA
	d. Valid agency Agreement	Yes/ No
	e. DGDP Letter indicating Financial Capability (Registered firms only)	Yes/ No
	f. Bank Statement of Last One Year (Unregistered firms only)	Yes/ No
	g. Income Tax Registration Certificate byCBR NTN	Yes/ No
	h. Sale Tax Registration Letter/No	Yes/ No
	i. Trade/Retail Price List	Yes/ No
	j. Interchangeability certificate attached.	Yes / No

	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
	l. Undertaking to provide all the contracted stores/goods/ as per the specification.	Yes/No
23.	Certificate that there is not Deviation from IT conditions/three is deviation from IT conditions as per following details:-(Please delete the not applicable statement) c. ____________________ d. ____________________	
24.	**Black listing certificate.** It is certified that our firm is neither defaulter nor black listed by any government organization directly or indirectly	

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

____

Signature of Firm Auth Signatory

ACKNOWLEDGEMENT SLIP

Bid No: ____________________

Date of Receipt: ____________________

Name of Firm: ____________________

Signature ___ (Authorized Person)

INSTRUCTIONS FOR FILLING OF INVITATION TO TENDER (IT) FORM

3. **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 120 x days extendable to 90 x 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.

4. **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.