

INSTRUCTIONS FOR TENDERERS

(With reference to the preparations and submission of tenders for the supply of at Sup Area between20 (or date of sanction, whichever is later) and 20)

To:

1. Sealed tenders for the supply of articles / services shown in the attached Schedule PAFZ-2121(A) from 20 (or date of sanction, whichever is later) to 20
*The tenders must be sent under a strong cover, securely fastened, sealed with a distinctive device and conspicuously marked: "Tender for the supply of". These must be addressed to the **DDS&T HQ KCI LOG AREA**" and not to any officer by name. When a tender is sent by post, its cover must be enclosed in a second strong cover. The outer cover will be addressed to officer concerned and will not bear any indication of the contents.*
These will be opened at the office of the above officer at hrs on 20
Tender received after the time fixed for opening the tender will not be considered.
 2.
 - a. The form of tender (PAFZ-2120) is attached, showing the conditions of supply/service and includes a schedule PAFZ-2121(A) on which you should fill in your rates both in words and in figures. Your rates are to include patent right (if any and all freight charges, duties, taxes, rates or impositions whatever leviable in respect of the supplies / services) except in case where the contractor is allowed, by the law under which such duties, taxes, rates or impositions are levied, to obtain subsequent refund of sum so paid on presentation of the necessary certificate and unless otherwise stated in the schedule PAFZ-2121(A).
 - b. You may not quote fractions of a Rupee in giving these rates except in the case of Kg, Km (carriage contracts) when fractions of a Rupee may be quoted. You are to sign and date both the Tender and the Schedule and also the "Specifications and Conditions" attached to the Schedule (if not contained in the letter). You may not make any alteration to any of the documents connected with the Tender.
 - c. Under no circumstances will any application for enhancement of rates be considered at any time during the currency of the contract thereafter, except in the circumstances mentioned in clause No. 22 of PAFZ-2120.
 3. You are to initial any erasures or alterations that may have already made in the forms before they are sent to you and also any further erasures or alterations (if any) that you may accidentally make in the course of completing the forms. Alteration in rates after the opening of the tenders is not permissible.
 4. If you are a firm (i.e if you have a partner or partners) you must disclose the names of all the partners and each one of you must sign the tender, the schedule and, if it be not embodied in the Schedule, the "Specifications and Conditions". If any partner be absent, these forms will be signed by his duly constituted attorney. If you (or any of your partner) be unable to write, you (or he) must take your (his) mark or affix your (his) seal instead and this mark or seal must be attested and dated by some responsible person. The signature of one recognized agent on behalf of all partners of a firm can only be accepted if he holds a proper power of attorney signed by all these partners. Copies of power of attorney as well as partnership deed must be attached with the tender. The power of attorney must; in the case of Registered Company, be executed in accordance with the Articles of Association of the Company, a copy of which should be enclosed with the tender and in the case of a partnership, be signed by all the partners of the firm, and must be properly stamped. The Stamp Duty payable can be ascertained from the office of the civil courts where it is executed.
- Notes:** I. In case where a partner of a firm dies or becomes insane before acceptance of the tender, the surviving parties will produce a new partnership deed and renew the tender.
 II. A contract cannot be made by or on behalf of a minor. A Pakistani attains his majority at the age of 18 unless he is under the jurisdiction of the Court of Wards or a guardian of his property has been appointed by any court, in which case he becomes a major at the age of 21.
5. The successful tenderer will be notified on PAFZ-2124 of acceptance of his tender in whole or in part. Till then no tenderer has any right to assume that his tender has been accepted, in whole or in part, and if any tenderer disregards this warning and makes any arrangement or incur any expenditure in anticipation of receipt of Acceptance Notice, he will have no claim for compensation. On issuance of the Acceptance Notice, the tender (in whole or in part) will become a contract as the notification shows.
 6. Tenders submitted must hold good upto and including the date as shown in clause 1 ante. If the tender be withdrawn before this date, the Security Deposit of the tenderer will be forfeited.

7. Should any individual/firm not on the registered list of the officer opening these tenders wish and be allowed to tender his/their notice, it must be distinctly understood that acceptance of his/their tender is subject to his/their being registered before tenders are open. Such tenderers must be careful to give their addresses clearly and in full.

8. Should any individual or a firm be registered, not finally but only provisionally, before the opening of the tender(s) for want of any inquiry or requirement(s) necessary to be fulfilled which the Government may consider necessary and further that should such an individual or firm secure the contract(s) before having been finally registered, it must be clearly understood by him/them that the officer sanctioning the contract may as a result of said inquiry or his/their failure to meet the Government's requirements terminate the contract even after its/their having come into operation, without any notice and without the contractor(s) being entitled to any compensation whatsoever on that account, apart from the payment of services already rendered upto the date of termination. I/We understand that unless expressly informed that I/we have been finally registered it shall be considered as my/our remaining provisionally registered.

9. Tenders who do not comply with the above conditions are likely to be rejected on that ground.

10. The approval or rejection of tenders rests with the **Comd Kci Log Area*** who reserves to himself the right of rejecting any tender or any item on a tender without cause assigned. The lowest tender will not, if necessary, be accepted.

11. The quantities stated on Schedule as "Approximate Requirements" are only given as a rough guide and no claim for compensation will be made or entertained in case these quantities be over or underdrawn. All indents must be complied with at the contract rates, whether the quantities demanded therein be within or in excess of the "Approximate Requirement".

12. Any further information required can be obtained on application on any working day between 0900 hrs and 1400 hrs.

13. These "Instructions for Tenderers" are to be signed by you and returned with your tender.

14. Deleted.

15. Railway freight on all stores imported by you in connection with the requirements of the contract will be paid by you at public rates. Under no circumstances will Government Credit Notes be issued to you in this respect.

16. You will have no claim for compensation if any concession in octroi duty or railway freight or other charges granted or presumed to be granted by the railway authorities/government be subsequently withdrawn, but in the event of any custom or excise on the articles contracted for being imposed, increased, decreased or remitted after the date of the contract the amount of such imposition, increase, decrease or, remission shall be added to the contract or deducted from price as the case may be.

17. No priority certificates or letter to railway or other authorities will be given to you to facilitate the carrying out of the contract except, that under exceptional circumstances, which must be explained by you in writing and accepted by him** to justify such assistance the OC/CO _____ is authorized to address the railway authorities/concerned department to assist in supplying freight. The giving of such assistance will in no way prejudice Government right to enforce the terms of the contract in case of default.

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Signature, rank and designation of Officer calling for tenders

All the above conditions are accepted by me/us.

Witness: Signature _____
Name _____
Address _____
CNIC _____ (Copy att)

Tenderer: Signature(s) _____
Name(s) _____

Station: Karachi Cantt

Dated: _____ 20 _____

Notes: * The officer who sanctions the contract, as specified in Financial Regulations, Part I, 1952.
** The officer operating the contract.