

INVITATION TO TENDER
GENERAL INSTRUCTIONS TO TENDER
FOR/CIP/F.O.B/DIRECT

No. 470908/P-47
Directorate of Procurement (Air)
Air Headquarters, NUR Khan
Chaklala Rawalpindi.
Tel : +92-51-9281367
Fax : +92-51-9271499
Date : 04-03-2019

M/s _____

Invitation to Tender and General Instructions

Dear Sir,

1. I invite you to tender for the supply of stores/development/repair/overhaul/training/documents as per details indicated in the attached Schedule to Tender (Form DP-2).

2. **Conditions Governing Contracts** This IT mean the agreement entered into between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure DP-35 (Revised 2002) and other special conditions that may be added to given contract for the supply of Defence Stores specified herein.

3. **Delivery of Tender.** The offer is to be submitted in duplicate as under:-

a. **Technical Offer:** Should contain all relevant specifications in duplicate in an envelope and clearly marked "Technical Offer" without prices, tender number and date of opening. Both the "envelopes" of commercial and technical offers should be enclosed in one cover, properly sealed and bear the address of this office without any indication that there is tender within. Technical offer will be opened half an hour after the date and time for receipt of tender mentioned in DP-2.

b. **Commercial Offer:**
I. The offer will be in single and indicate prices quoted in figures as well as in words along with essential literature/brochure. It should be clearly marked in fact on the; envelope "Commercial Offer", tender number and date of opening. Commercial offer of only those firms will be opened, whose technical offers are accepted by technical authorities. Date of opening of commercial offer would be intimated after receipt of technical scrutiny report from technical authorities. Commercial offer of technically rejected firms will be returned to the firms un-opened.
II. If the equipment / system is quoted, the price of all major and optional components to be quoted separately. Conversion rate of FE/LC components will be considered w.e.f opening of commercial offer.

c. The tender duly sealed will be addressed to the following:-
(Name of Officer receiving the tender)
(Appointment/designation of above officer i.e. ADP-47)
Directorate of Procurement (Air)
Air Headquarters, Chaklala, Rawalpindi. Pakistan
Tel: +92-51-9281367 Fax: +92-51-9271499

Special Instructions: Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted along with your changed offer/conditions outlined by Purchaser in this IT.

4. **Date and Time For Receipt of Tender:** Your tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring post. Tenders received after the appointed/fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday.

5. **Validity of Offer**

- a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer or 30th June which ever is earlier.
- b. The quoting firm will certify that in case of an additional requirement of the contracted item(s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied (at the on going contract rates) with discount.

6. **Part Bid.** You may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity is taken from you. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and you shall supply these at the rate quoted.

Note: This condition would be used very rarely except ration items.

7. **Return of IT / With-drawal of Offer**

- a. In case you are NOT quoting, please return the tender inquiry stating the reasons for NOT quoting. In case of failure to return the ITs either quoted or not quoted consecutively on three occasions, this Directorate General, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.
- b. If the firm withdraws its offer within validity period the competent authority may place such firm under embargo for a period, which may be extended up to one year.

8. **Photocopies of document:** Following information/copy of document must be provided/attached with offer:-

- a. A copy of letter showing firm's financial capability.
- b. Registration/renewal letter/indexation/additional indexation letter as applicable.
- c. Income tax No to be mentioned on the offer and copy of registration certificate issued by sales tax department.
- d. Foreign seller has to provide its registration Number issued by respective Department of Commerce authorizing export of subject stores.
- e. Principal/Agency Agreement. (In case of FOB contracts)

9. **Disqualification.** Offers are liable to be rejected if:-

- a. Taxes and duties, freight/transportation and insurance charges NOT indicated separately.
- b. There is any deviation from the General/Special/Technical Instructions.
- c. Offers are found conditional or incomplete in any respect.
- d. Treasury Challan is NOT attached with the offer.
- e. Form DP-3 duly signed, is NOT received with the offers.
- f. Multiple rates are quoted against one item.
- g. Manufacture's relevant original brochures and technical details on major equipment assemblies are not attached in support of specification.
- h. Received later than appointed/fixed date and time.
- j. Subject to restriction of export license.
- k. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/ corrections/ overwriting.
- l. If the validity of the agency agreement is expired.
- m. The commercial offer against FOB/CIF/C&F tender quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices, quoted are inclusive or exclusive of the agent commission is not enclosed.
- o. Earnest money not provided where applicable.
- p. If validity of offer is not quoted as required on IT or made subject to confirmation later.

- q. Offer made through Fax/E-mail/Cable/Telex.
- r. If your offer is found to be based on cartel action in connivance with other sources/participants of the tender.
- s. Un-called offer/quotations will be rejected.

10. **Earnest Money/Tender Bond:-** Your tender must be accompanied by a Bank Draft in favor of CMA (DP), Rawalpindi for the following amount:-

- a. **Registered Firms.** 2% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.
- b. **Un-registered Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 0.400 Million.

Note:

In case of firm wins a contract on EM, it will deposit following documents for provisional Registration before the award of contracts:-

| S No | Local Supplier | Foreign Supplier |
|-------|---|---|
| I. | Three filled copies of SVA-8121 of each member of management. | Three filled copies of SVA-8121-D of each member of management. |
| II. | Three filled copies of SVA-8121-A | Three filled copies of SVA-8121. |
| III. | Three photocopies of NIC for each member of management. | Three photocopy of Resident Card or equivalent identification Card for each member of management. |
| IV. | Three PP size photographs for each member of management. | Three PP size Photographs for each member of management. |
| V. | Challan Form (*) | Challan Form (*) |
| VI. | Bank Statement for last one year. | Financial standing/audit balance sheet. |
| VII. | Photocopy of NTN | Photocopy of passport |
| VIII. | Foreign Principal Agency Agreement in case of local agent. | Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc. |

d. **Return of Earnest Money**

- I. Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- II. Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guaranty if stipulated in the contract.

11. **Treasury Challan**

- a. Offers must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.
- b. In case of un-registered firms, whether they have applied for registration or not, will pay tender inquiry fee (Challan Form) at following rates :-
 - (i) Contract for value upto Rs. 250,000/- Rs.1000/-
 - (ii) Contract for value from Rs. 250,000/- to Rs. 5,000,000/- Rs.1500/-
 - (iii) Contract for value above Rs. 5,000,000/- Rs.2000/-
- c. **Registered and indexed firms with DGDP (Registration Section) are to participate as per the prevailing procedure. However, firms, un-registered are to acquire prior approval from DP (Air) to participate in the tender competition through formal application accepting by challan form for Rs 2,000.00 in favour of CMA (DP).**

12. **Rights Reserved** Respective procurement agency of DGDP, Rawalpindi reserves full rights to accept or reject any or all offers including the lowest, without assigning any reasons.

13. **Application of Official Secret Acts** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secret Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

14. **FORM DP2, DP-3 and Questionnaires**: Form DP-2, DP-3 and Questionnaires duly filled in are to be returned with the offer duly signed by the authorized signatory/person.

15. **Copy of DP-35 Revised 2002**: Copies of DP-35 revised 2002 are available with Registration Section DGDP and same be obtained by the supplier on payment at the rate of Rs. 250/- each.

16. **Acknowledgement** IT would be acknowledged within 07 days by indexed firm. If IT not received by an indexed firm within 10 days IT published in the Bulletin, the indexed firm must ask for it from DP (Air)/P-47 in writing with intimation to Registration Section (DGDP).

17. **Appeal against rejection of Bid:-** Bidder aggrieved by technical rejection of their offers may forward their appeal to Grievance Redressal Committee constituted at DP (Air). All such appeal be forwarded in writing within 15 days of technical rejection. Complaints received after 15 days would not be entertained.

18. **Tender Opening:-** Technical offer shall be opened at least thirty minutes after the deadline for submission of bids on same day. Commercial offers will be opened at later stage if technical offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representatives of firm will be allowed to attend the tender opening.

Enclosure:-

19. **Reservations/Preference:-** Supplier/contractors intending to avail any reservations for preferences like Price Preference, First Right of refusal, Intellectual Property Rights or any other in accordance with the policy of the Federal Govt, authority or SRO are to intimate DP (Air) at least 07 days in advance of tender submission date alongwith supporting documents and are to clearly mention such reservation/preference in Tender Technical & Commercial proposals.

for Director of Procurement (Air)

1. DP-2 (Part-1, Part-2 & Part-3)
2. Appendix-I to Part-I
3. Appendix-II to Part-II
4. Appendix-III to Part-II
5. Appendix-IV to Part-II
6. Appendix-V to Part-II
7. DP-3

PART-1
SCHEDULE OF TENDER

1. I/T NO 470908/P-47
2. Time and date of Opening : Date 27-03-2019 At 1100 Hrs

| Item No. | Description of Store | Spec. Services/ Docs | A/U | Qty | Price Per Unit | Total Price | Agent Commission |
|----------|----------------------|----------------------|-----|-----|----------------|-------------|------------------|
|----------|----------------------|----------------------|-----|-----|----------------|-------------|------------------|

Inclusive Excluded: Excise Duty @ _____ %

Sales Tax @ Nil %

Surcharge @ _____ %

Any other Tax: _____

Total Price: _____

Special Instructions

1. Tech Specification/GSR/NSR/ASR are reflected at appendix-I to this schedule must be studied carefully prior to filling in Tender.
2. Date by which stores are required _____ (In case it is not possible for you to give delivery by given date please indicate DP by which store can be delivered by the firm).
3. Quotation will be submitted on FOR/FOB/CIF/C&F/FAS Basis and in case of FOR (import) the principal invoices on C&F basis to be attached with offer.
4. The firm shall indicate availability of raw material and in case the same is to be imported then will give the requirement for import license.
5. The price quoted must be net per accounting unit as shown in the schedule to tender inclusive of sales Tax /Excise Duty/Surcharge (fix/variable taxes or any other relevant tax). The breakdown of price will be indicated is as under:-

| | | | | |
|----|--|---|---|----------------|
| a. | Ex-factory/Base price | - | - | LC/Relevant FE |
| b. | Taxes/Duties | - | - | LC/Relevant FE |
| c. | Total price | - | - | LC/Relevant FE |
| d. | Freight/transportation/ Allied Charges. | - | - | LC/Relevant FE |
| e. | Insurance Charges | - | - | LC |

- f. Agent commission (agent - LC/Relevant FE
Commission ranging for 0.5%
To 4% will be declared in the
offer in the offer in case of
contracts involving local agent
whereas foreign principal is not
paying commission to local
agent then in that case the
firm will attached certificate as Appendix-II.

6. Prices will be mentioned for each item separately both in figures and words. Additional information if any would be linked with entries on the schedule tender.

7. Only one rate will be quoted for entire qty, item wise and multi-rates if quoted will lead to rejection of offer.

8. In case of FOR Contracts the price will be quoted in Pak Currency and in case store is to be imported, then quotation should be on FOB basis indicating the element to be added to make it CIF/C&F/FSA in such cases %age to be paid in foreign, currency and commission to be paid in Pak Currency will be clearly indicated.

9. Original quotations from the mfr/supplier must be attached in support of quoted price. A certificate from the principal will be endorsed on the original quotation to the effect that the prices do include _____ %age of agent commission discount and do not include any such commission. And apart from this, there is no other element of agent's commission/ discount included in the quotation. Only one rate will be quoted for entire qty item-wise.

10. In case of OEM products are offered, OEM part No and its interchangeability with demanded part No should be indicated and provided with the help of relevant catalogue/extract.

11. FOR Station/FOB port must be given while filling the schedule.

12. In case of FOB/CIF/C&F/FSA requirements the prices will be indicated in US\$/EURO/UK£ (in case quoted prices are in different currencies then for the sake of comparison, these will be converted into Pak Currency at rate prevailing on opening day of commercial offers).

Special Instructions: You may say Agreed to/not Agreed" to conditions/clauses mentioned in the succeeding Part II & III of this DP-2. In case of disagreement you may suggest option/ alternative course for consideration by Procurement agency but it will not be binding on Director of Procurement to Accent the same.

LEGAL/ADMINISTRATIVE
TERMS AND CONDITIONS GOVERNING THE CONTRACT
(to be filled by DP as appropriate this IT as per DP-35)

1. **Warranty** All goods/stores/offered would be brand new, from current year of production. These will be supplied on Form DPL-15 (Appendix III) and will be governed as per warranty clause. This warranty period may be covered by a BG as stipulated above depending on the value/criticality of the tendered equipment/stores. Format of BG against warranty is attached as appendix IV.
2. **Security Deposit/Bank Guaranty (BG)**
 - a. **BG** equal to **10%** will be imposed on all FOB/FOR contracts on issuance of Letter of Intent/Acceptance or signing of the contract, the Supplier shall within a period of 30 days, submit a Security Deposit in the following forms :-
 - (i) Demand Draft/Pay Order from any scheduled bank of Pakistan.
 - (ii) Cash deposit on Form PAFA-507 in favour of Controller Military Accounts (DP).
 - (iii) Treasury Receipt.
 - (iv) Unconditional and irrevocable Bank Guaranty from a scheduled bank of Pakistan, which shall be endorsed in favour of Controller Military Accounts (DP) in the case of local contracts.
 - (v) Unconditional and irrevocable Bank Guaranty from a scheduled bank of State Bank of Pakistan or through LC opening Pakistani Bank in the case of foreign contracts. Such a Bank Guaranty shall be endorsed in favour of Controller Military Accounts (DP).
3. **Agent Commission** In case of involvement of foreign firm's local (Pakistani) agent, the commission %age being paid to the agent must be declared in the offer. This commission will be paid to agents in Pakistani currency (rupees) by CMA (DP) on satisfactory completion of suppliers. Letter of Credit will be reduced by corresponding Dollar value of agency commission at the exchange rate of date of opening of commercial offer. In case firm does not have any local agent, then a certificate as per format attached as (appendix-II) will be signed by OEM/principal and included as integral part of contract.
4. **Taxes/Duties/Letter of Credit Charges.** All taxes/ duties/ Import License Fee/ LC charges as applicable under Govt. laws in Pakistan as well as country of Supplier shall be on Supplier's account.
5. **Term of Payment** Supplier may be allowed to draw **80%** payment through CMA (DP) on issuance of Inspection Note after dispatch of stores and **20%** on issuance of Certificate Receipt Voucher (CRVs) by consignee.
6. **Late Delivery** In the event in delivery at Supplier's fault, the Supplier shall inform the purchaser before expiry of such delivery period giving reasons/justification for it. The purchaser shall have the right to take following actions:-
 - a. Cancel the contract, and/or.
 - b. To purchase from elsewhere stores not delivered, at the risk and expense of the Supplier and without notice to him, or
 - c. To recover liquidated damages when the Competent Purchase Officer is satisfied that the failure to supply the stores within the scheduled delivery 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 liquidated damages, if imposed, will be recovered at the rate of upto 2% but not less than 1% (depending on the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the stores delivered late.
 - d. The purchaser's decision under this clause shall NOT be subjected to arbitration.

7. **Shipment** In case of FOB contracts, shipment will be made through PNSC vessel or PIAC on Purchaser's account. Details to be incorporated in the contract. Shipment through foreign vessel/flight due to any compulsion will require prior approval of Purchase/DGDP. For further detail referred to DP-35.

8. **Insurance** In case of FOB contract, insurance in this contract if required will be on Purchaser's account with NICL, Pakistan.

9. **Subletting** Supplier not allowed 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.

10. **Purchaser's Right** Government of Pakistan (represented) by Directorate General Defence Purchase does not pledge himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the quantity offered. Please be notified that the tender does not constitute ANY obligation or commitments what-so-ever on the part of the Government of Pakistan to negotiate or conclude ANY or part thereof of the subject 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 any reason or explanation.

The purchaser also 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 **30** days after the signing of 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 Telegram etc.

11. **Export License/Permit/End User Cert.** It shall be the responsibility of the supplier to obtain from the Government concerned all permits and export licenses, etc required to enable each consignment to be shipped immediately as per the delivery schedule. In case the supplier fails to arrange export license within 30 days of signing the contract the purchaser reserves the right to cancel the contract on the risk and expense of the supplier without prior notice. The purchaser will provide End User Certificate (EUC) to the supplier within 15 days of signing of the contract for the purposes of getting the export license/permit. However purchase will not be responsible to arrange export license/permit on behalf of the supplier for the export of the contracted goods/stores.

12. **Failure/Termination** The purchaser shall be entitled to terminate the Contract on Risk and Expense for default on the part of supplier. In case the Purchaser elects to terminate the Contract, the Purchaser shall give notice in writing to the Supplier to make good the default. Should the Supplier fail to initiate proceedings in order to comply with the notice within 15 days from the date of servicing of such notice, the Purchaser may forthwith terminate this contract by notice in writing to the Supplier without prejudice to any rights of supplier. Extra cost if incurred on re-purchase form else where will be on your account.

13. **Secrecy** The Supplier shall undertake that any information about the sale/purchase of the 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 the Director General Defence Purchase Division to receive it. Any breach on this account will be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier.

14. **Signature on Appendix V to DP-2 Part-II.** In case of un-registered firm, the attached Appendix V to DP-2 Part-II is required to be signed by the supplier. (Ref DGDP letter No 1566/01/Gen/Registration dated 19 February, 2014)

15. **Award of Contract to Un-Registered Firm Valuing Rs 1 Million and above.** In case of contract is awarded to un-registered firm valuing Rs 1 Million and above, BG from any scheduled Pakistani Bank will be submitted to DP (Air) **BEFORE SIGNING OF THE CONTRACT.** (Ref DGDP letter No 1566/01/Gen/Registration dated 19 February, 2014).

16. **Declaration of Moveable/immoveable Property:-** The supplier is required to provide details of moveable/immoveable property on Rs. 100 Judicial stamp paper duly attested by the oath commissioner.

TECHNICAL CONDITIONS/SPECIFICATIONS OF STORE

1. Technical Specifications

- a. The store/equipment should conform to specification/service requirements and technical data/drawing (if applicable as per attached appendix-I to this annex. Offer not confirming to required specification or multi offers will be rejected. The supplier shall further undertake to provide all the contracted stores/goods as per the specification.
- b. All stores/items/Goods delivered would be brand new, from current year of production, confirming to purchaser specifications/ satisfaction. The supplier will provide all the OEM certificate, quality certification/inspection documents to the purchaser confirming the quality of the product being supplied under this contract. Stores must bear the manufacturer's identification marking/monogram.

2. Requirement of Samples The requirement of tender sample will be included in the IT in case the same is required for evaluation by technical authorities. Beside this advance sample if required will be made part of the IT as well as the contract.

3. Change in Specification/mfr/model No alteration in make/brand and quality of stores will be entertained after the tenders have been opened. To contrary, any change/improvement requires approval of tech authority/user.

4. Technical Documentation All original publications, catalogues and technical/operational manuals will be supplied free of cost by the supplier at the request of purchaser unless otherwise stated in the contract. Supplier will also provide two copies of compact disc and hand made drawings wherever applicable. The Supplier will provide two sets of following documents free of cost for technical scrutiny of the offer (as applicable):-

- a. Technical literature of each item in original form.
- b. Manufacturer's Specifications/Technical Data/Drawings and packing details etc of each item in original form.
- c. Acceptance test procedure/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 item.

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 the reasons of economy, or any other reason, the supplier decides not to nominate his representative for such checking; an advance written notice to this effect will be given by the supplier to the consignee prior to or immediately on shipment of 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 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 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. 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.

CERTIFICATE

It is certified that no person, firm, corporation, subsidiary or entity in Pakistan or elsewhere shall directly or indirectly receive any rebate, bonus, commission, gift or favour in case or kind other than the commission allowed to M/s (FULL NAME, TITLE OF THE COMPANY WITH ADDRESS) against Contract No. _____ dated _____. In case it is discovered that the contents of this certificate have been infringed/violated by the supplier, the purchaser will have the right to cancel the contract and/or impose a penalty equal to 25% of the contract value.

Principal

Seal & Signature

COUNTERSIGNATURE

DP Concerned
Seal & Signature

**BANK GUARANTY FOR PERFORMANCE ON
JUDICIAL 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 GUARANTY: Rs. _____ (In Words) _____

DATE OF EXPIRY OF GUARANTY. _____

To : The President of Islamic Republic of Pakistan through the Controller of Military Accounts (Defence Purchase). Rawalpindi
Sir,

1. Whereas your good self have entered into Contract No. _____ dated _____ with Messrs _____
(FULL NAME AND ADDRESS)

Hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guaranty by our customer to your good-self for a sum of Rs. _____ Rupees -----

2. In compliance with this stipulation of the contract, we hereby agree and undertake as under:-

- a. To pay to you unconditionally on demand and/or without any reference to our Customer an amount not exceeding the sum of Rs. _____ Rupees _____ as would be mentioned in your written Demand Notice .
- b. To keep this Guaranty in force till _____
- c. That the validity of this Bank Guaranty 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 Guaranty shall cease on the closing of banking hours on the last date of validity of this Bank Guaranty. Claim received thereafter shall not be entertained by us whether you suffer a loss or not. On receipt of payment under this guaranty, this document i.e. Bank Guaranty must be clearly cancelled, discharged and returned to us.
- d. That we shall inform your office regarding termination of the validity of this Bank Guaranty one clear month before the actual expiry date of this Guaranty.
- 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 Guaranty which shall be limited only to Rs. _____ (Rupees _____)
- f. That the Bank Guaranty herein before given shall not be affected by any change in the constitution of the Bank or Customer/Supplier or Vendor.
- g. That this is an unconditional Bank Guaranty, which shall be encashed on sight on presentation without any reference to our Customer/Supplier or Vendor.

GUARANTOR:

Dated: _____

BANK SEAL & SIGNATURE :

DIRECTORATE OF PROCUREMENT (AIR)
AIR HEADQUARTERS, NUR KHAN, CHAKLALA

Firm's Name: _____
Contract No: _____

1. We hereby guaranty that the articles supplied under the terms of this contract are produced now in accordance 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 and that will replace free of cost **(CIF)** Karachi/Islamabad 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.

2. In cased of our failure to replace the defective stores free of cost within a reasonable period, we will refund the relevant cost **(CIF)** Karachi/Islamabad as the case may be in the currency/currencies in which received plus freight charges, up to consignee's and the purchaser shall have the right to purchase the stores declared defective at our risk and expense.

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

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

Signature: _____

Dated: _____

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 guaranty on behalf of the contractors.

DP-3

UNDERTAKING

To:
THE DIRECTOR PROCUREMENT (AIR)
(Section P-47)
Air Headquarters, NUR KHAN
Chaklala Rawalpindi

Dear Sir,

1. I/We hereby offer to supply to the Director of Procurement (Air) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to _____ and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/We shall be bound by a communication of acceptance to be dispatched within the prescribed time.

2. I/We have understood the Instructions to Tenders and General Conditions. Governing Contract in Form No.DP-35 (Revised 2002) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

Yours faithfully,

Witness's Signature:

Name:

C N.I.C. No.

Address :

Tel No.

Date :

Signature of Tenderer:

Name:

C.N.I.C. No.

Address :

Tel No.

Date:

AFFIDAVIT/UNDERTAKING
(WORTH RS 100/- ON JUDICIAL STAMP PAPER)

Mr _____ Authorized signatory/ Partner/MD of M/s _____, do hereby solemnly affirm to DP (Air), and Directorate General Defence Purchase, Ministry of Defence Production, Rawalpindi that our firm M/s _____ has applied for registration with Director General Defence Purchase (DGDP) duly completed all the documents required by Registration Section on _____ (date) i.e. before signing the contract. I certify that the above mentioned statement is correct. In case it is detected on any stage that our firm has not applied for registration with Director General Defence Purchase or statement given above is incorrect, our firm will be liable for disciplinary action initiated (i.e. debarring, the firm to do business with other Defence Establishment and Government Agencies). I also accept that any disciplinary action taken will not be challenged in any Court of Law.

Station _____

Signature _____

Dated _____

Name _____

Appointment in Firm _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

THIS PERFORMA IS TO BE FILLED AND ATTACHED WITH TECHNICAL OFFER

| | | |
|----|---|--|
| 1 | Name of firm with address | |
| 2 | Name of Principal with address | |
| 3 | Financial Capability of firm (in Million) | |
| 4 | Existing Financial load (in Million) {Value of all ongoing contracts with DP(Air)} | |
| 5 | Validity of Offer | |
| 6 | Delivery period of store | |
| 7 | Maker's Name / Brand and address | |
| 8 | Country of Origin of store | |
| 8 | Acceptance of Bank Guarantee (10%) | |
| 10 | Warranty / Guaranty of equipment | |
| 11 | Acceptance of terms of Payment as per I.T | |
| 12 | Acceptance of special notes as per I.T | |
| 13 | Earnest Money Bank Draft Number, Date of issued and bank address | |
| 14 | Ongoing contract with DP (Air)/ DP (Navy) / DP (Army) | |

SIGN & STAMP OF FIRM _____

SCHEDULE TO TENDER NO 470908/P-47

1. Quotations are invited for the following stores on **FOR** basis latest by 1030 Hrs and tender will be opened at **1100 Hrs on 27-03-2019** at Directorate of Procurement (Air Force), Air Headquarters, Nur Khan, Rawalpindi, Pakistan.

| S/ No | PVMS NO | Description of Stores | A/U | QTY |
|-------|---------|-----------------------|-----|--------|
| (a) | 26040 | X-Ray Film 12”X10” | Ea | 35,000 |
| (b) | 26030 | X-Ray Film 12”X15” | Ea | 36,000 |
| (c) | 26035 | X-Ray Film 14”X14” | Ea | 52,000 |

2. **TECHNICAL SPECIFICATION.** As per description of store

3. **INSPECTION CRITERIA.** Attached as Annex-“A”

4. Your firm is required to give confirmation of following points in your technical offer, in case of any change, same may be highlighted in remarks column. Technical offer is required to be submitted in **two copies**.

| S. No | Description of Points | Agreed/ Not Agreed | Remarks |
|-------|---|--------------------------|---------|
| a. | Store must be factory new and from current production. | | |
| b. | Delivery of store required as soon as possible but not later than 03 months | | |
| c. | Supplier will provide replacement of rejected item within 03 months after reporting. | | |
| d. | Offer must be valid up to 120 days. | | |
| e. | Complete technical detail of store may be furnished with technical offer. | | |
| f. | 10% Performance and warranty bank guarantee will be imposed after signing the contract. | | |
| g. | Free delivery of the store at MSD Badaber, MSD Mushaf (Sargodha) and MSD Faisal must be confirmed. | | |
| h. | Terms of payment 80% on issue of Inspection Note and 20% on release of CRV (Certificate Receipt Voucher). | | |
| j. | The supplier is to provide a certificate by OEM, articulating that the contracted equipment /store is free from Ozone Depleting Substances and is in conformity with Montreal Protocol. | | |
| k. | Copy of Earnest money draft and Challan form must be attached with Technical Offer otherwise, Technical Offer will be rejected at the spot. | | |
| l | All taxes/duties/surcharges are to be mentioned separately otherwise offer is likely to be rejected. | | |
| | Supplier will provide. | | |
| | (i) Confirmation of I.T specifications. | | |
| | (ii) (a) Treasury Challan for Rs.200/- must be attached for registered firm (b) Treasury Challan for Rs.2000/- must be attached for un-registered firm | | |
| | (iii) Confirmation of guaranty/warranty as per DPL-15 | | |
| | (iv) Certificate will be rendered by manufacturer that the stores supplied are manufactured by them | | |

| | | | | |
|--|--------|--|--|--|
| | (v) | Supplier is to render a certificate that Original manufacturer of stores is approved by Min of Health | | |
| | (vi) | Supplier is to render a certificate that manufacturer is a holder of valid licence to manufacture disposable items as per Govt of Pakistan laid down rules and regulations | | |
| | (vii) | All the perishable stores imported from abroad will be shipped under proper condition of storage required for those particular items. | | |
| | (viii) | The Supplier will render (along with Challan) documentary proof of the sources and DOM/DOE of raw material used in indg manufacturing of the item offered for the inspection | | |

UNDERTAKING

We **M/s** _____ undertake that contracted store (**X-Ray Films 12”X10”, 12”X15” & 14”X14”**) if not consumed within the stipulated shelf life, will be replaced free of cost having 80% effective shelf life.

SUPPLEMENT TO INDENT FORM DP – 1

11

INDENT NO 9042A02256 DATED 11 – 02 – 2019

DESCRIPTION OF STORE: X – RAY FILM 12" X 10"
X – RAY FILM 12" X 15"
X – RAY FILM 14" X 14"

The subject FOR indent has been vetted as enumerated below: -

1. Particulars Governing Supply

Requisite data entered against stores on the indent form attached for guidance of manufacturer / Inspector.

2. Technical Specifications:-

(a) The indigenous store shall possess not less than 90% of labeled life and imported store shall possess not less than 80% of the labeled life at the time of receipt by the consignee. Labeled life mentioned in between column No 10 of the indent, will be entered in the contract also. Stores having less than specified shelf lives for any reasons, if accepted by Medical Dte, will be replace by the supplier free of cost with the equal number of fresh stores, having minimum 80% shelf life.

(b) The supplier will render (along with challan) documentary proof of sources and DOM / DOE of the raw material used in the indg manufacture of the item offered for inspections.

(c) All the items should be identified with nomenclature and country of origin.

(d) Stores must be factory new and from current year production.

(e) The labeled life of stores shall be minimum 2-3 years. Stores with more than 2 years labeled life will be preferred.

3. Special Instruction:-

(a) Certificate will be rendered by the manufacturer the stores supplied are manufactured by them

(b) Supplier is to render certificate confirming that the:-

- (i) Original manufacturer of medical stores is approved by min of health.
- (ii) Manufacturer is holder of a valid license to manufacture medicines as per government of Pakistan laid down rules and regulations.

(c) Supplier will provide the advance sample of disposable items to DP (Air) along with technical offer/Dte of Med Svcs (DMS-2) Peshawar for initial inspection / tests and trail by Dte of Q&E / Hospitals nominated by Dte of medical Services.

(d) All the perishable stores imported from abroad will be shipped under proper condition of storage required for those particular items.

(e) The successful bidder/firm will bound to provide an under taking to DP(Air) that contracted stores if not consumed within the stipulated shelf life, will be replace free of cost having 80% effective shelf life. This undertaking is to be made part of contract.

Marking and Packing: -

- (a) Bottles must have printed labels with PVMS No, Nomenclature of the item, Manufacturer name, Govt Arrow Mark 'P' Pakistan Defence Forces, Batch No and date of manufacturing / expiry. Same is applicable to all injections (vials / ampoules, infusions, ointment tubes & mini bottles of drops.
- (b) Capsules / Tablets will be supplied in standard blister packing with PVMS No, word of Pakistan Defence Forces, Nomenclature of the item, manufacturer Name, Batch no, Govt arrow mark 'P' and date of manufacturing / expiry will be printed on each blister / strips.
- (c) All disposable stores i.e syringes and I/V cannulas will be supplied in blister packing with PVMS No, word of Pakistan Defence Forces, Nomenclature, Manufacturer Name, Batch No, Govt Arrow Mark 'P' and date of manufacturing / expiry will be printed on each blister.
- (d) Cartons will be labeled with PVMS No, Nomenclature of the item, manufacturer's name and its recognized trade mark, batch no, date of manufacturer / expiry (DOM & DOE should be in capital and bold letters). Govt arrow mark 'P' and Pakistan Defence forces in accordance with normal trade standards applicable to exports.
- (e) All the stores in the cartons will be additionally wrapped in single waterproof material and the packed in strong card board / wooden crate.
- (f) Consignment will be packed in strong wooden / card board boxes at least 4 to 6 ply duly re-enforced with minimum 4 bands of strapping along with adequate packing material to avoid breakage / damage during transportation of stores over long distance by air / rail / road transit.

5. Inspection & acceptance criteria:-

- (a) Dte of Quality & Evaluation and No 1 QC Flight PAF Faisal will be the inspection authority.
- (b) 100% of physical inspection will be carried out at the firms end for the acceptance of the stores.
- (c) Bulk Representative Samples (Batch Wise) will be laboratory tested at AFMSL Lahore Cantt or any PAF hospital on supplier's cost.
- (d) After satisfactory laboratory report, physical inspection of the store will be undertaken by the Dte of Q&E / No 1 QC flight.
- (e) After inspection & acceptance the store will dispatched by supplier at own arrangement.
- (f) Store will be delivered to MSD's with rep from the supplier for proper checking counting of the store conversely decision of OCs MSDs will be binding of supplier.
- (g) Inspection report as furnished by Dte of Q&E / No 1 QC Flt must be produced at time of delivery of the store to MSD's. Similarly copy of the inspection report shall reach to respective MSD one week in advance. Stores are booked through overland service.
- (h) Inspection Note will be issued by Dte of Q&E / No 1 QC flight PAF after reception of conformation from respective MSDs.

Dated: 19 February, 2019


(HAMMAD MIRZA)
Sqn Ldr
AD Q & E
Tele Ext 3633