

GOVERNMENT OF PAKISTAN
MINISTRY OF DEFENCE PRODUCTION
DIRECTORATE GENERAL DEFENCE PURCHASE

No. 1366/299/DGDP/ PC-5

Ministry of Defence Production
Directorate General Defence Purchase
Pakistan Secretariat – II Rawalpindi
Telephone No: 0092 – 51 – 9270965
Fax No: 0092 – 51 – 9270964
E-mail: adpcair@dgdg.gov.pk

14 Sep 2021

To:

Subject: **INVITATION TO TENDER (IT) AND GENERAL INSTRUCTIONS**

Dear Sir,

1. I invite you to tender for the supply of Stores/ Equipment/ Training/ Documents as per details indicated in the attached **Schedule to Tender (Form DP-2)**.
2. **Conditions Governing Contracts.** The ‘**Contract**’ made as a result of this **IT** shall 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** (Adopted through Central Laws (Status Reform) Ordinance 1960, for all provinces and the Capital of the Federation of Pakistan and those contained in **Form DPP&I-35 (Revised 2019)** 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).

Special Instructions. This IT contains some **MANDATORY CONDITIONS**, which if not agreed in its essence shall render the offer Null-and-Void without any legal ramification to the offeree. No counter offer of any **MANDATORY CONDITION** shall be accepted. The conditions which are mandatory, are marked in Bold Capitals. No reference, written / oral will be made in the IT / during under discussion contract, of any previous contract concluded between the offerer and the offeree or the offerer with any other offeree inside or outside the territory of Pakistan. Tender documents and its conditions may please be read point by point and understood properly before quoting. In case of any deviation (except for the **MANDATORY CONDITIONS**) due to non-acceptance of tender conditions, the same should be highlighted alongwith your changed offer / conditions. Tender may however be liable to be rejected due to non-acceptance of any one or more conditions outlined by Purchaser in this IT.

3. Delivery of Tender

- a. **Technical Offer.** The bidders shall first submit, according to the required specifications, a technical proposal in duplicate without price. The technical proposal shall be evaluated in accordance with the specified evaluation criteria and may be discussed with the bidders regarding any deficiencies and unsatisfactory technical features. After such discussions, all the bidders shall be permitted to revise their respective technical proposals to meet the requirements of the procuring agency. The procuring agency may revise, delete, modify or add any aspect of the technical requirements or evaluation criteria, or it may add new requirements or criteria. It should be clearly marked on the face of envelope “**Technical Offer**”, “**Tender Number**” and “**Date of Opening**”. **Soft copy of Technical Offer should also be provided inside Technical Offer envelope.**
- b. **Commercial Offer.** The bidders, whose technical proposals or bids have not been rejected and who are willing to conform their bids to the revised technical requirements of the procuring agency, shall be invited to submit a revised technical proposal along with the financial proposal in duplicate (indicating prices, CAMP documents on maintenance record of aircraft plus pictures of aircraft / equipment quoted in figures as well as in words). The Commercial Offer will include rates of items/ services called for and the Technical Offer will **NOT** indicate the rates. The revised technical proposal and the financial proposal (in separate envelopes) shall be opened at a time, date and venue announced and communicated to the bidders in advance. It should be clearly marked on the face of envelope “**Technical Offer**” and “**Commercial Offer**” along with, “**Tender Number**” and “**Date of Opening.**” **Soft copy of Technical and Commercial Offers should also be provided inside Commercial Offer envelope.**
- c. Thereafter both the envelopes (Technical and Commercial Offer) be put in one envelope (second cover) duly sealed and stamped/ signed. This cover should bear the **address of this Directorate General, IT Number and Date, and IT Opening Date.** This should be further placed in another cover (third cover), addressed as following, without any indication that there is a tender within it:-

Group Captain Muhammad Waseem
Deputy Director (Air)
Directorate General Defence Purchase
Ministry of Defence Production
Pakistan Secretariat No. II, Rawalpindi, Pakistan
Tel: 92-051-9271485
Fax: 92-051-9270964
Email: adpcair@dgdp.gov.pk

- d. **Technical Offer** i.e. without prices will be opened on the day of tender opening as given in **Schedule to Tender (Form DP-2)** and will be sent for **Technical Scrutiny**. **Revised Technical Offer and Commercial Offer** will be opened of the bidders whose technical proposals have not been rejected and who are willing to conform their bids to the revised technical requirements. Date of opening for **Revised Technical Offer and Commercial Offer** would be intimated to the firms in advance.

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 General will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will **NOT** be entertained and will be regarded as **“POST TENDER OFFER”**. The appointed time will, however, fall on next working day in case of closed/ forced holiday.
5. **Tender Opening.** **Technical Offer** shall be opened at least thirty minutes (30 minutes) after the deadline for submission of bids on same day. **Commercial Offer** will be opened at later stage if **Technical Offer** is found acceptable on examination by **Technical Authorities**. **Date and Time** for opening of commercial offer shall be intimated later. Only legitimate/ registered representatives of the firm to attend the tender opening.
6. **Validity of Offer (MANDATORY CONDITION).** The validity period of your quotations must be indicated in both **Technical** and **Commercial Offers** and should invariably be **90 days extendable to 120 days** from the date of opening of **Commercial Offer**. Conversion rate of **Foreign Exchange (FE)/ Local Currency (LC)** components will be considered as on **opening day** of Commercial Offer.
7. Your firm will certify that in case of an additional requirement of the contracted items(s) in any quantity(s) within a period of 12 x months from the date of signing the contract, these will also be completely supplied with discounted rates but not exceeding ongoing contract rates. The rates offered, however, shall not be increased for at least 18 x months from the date the contract gets effective.
8. **Quoting of Rates.** Only one rate shall be quoted for entire quantity, item wise (covering detailed breakdown).
9. **Withdrawal of Offer.** Your firm cannot withdraw the offer before signing of contract and within validity period of offers. If your firm withdraws its offer within validity period, the competent authority may place your firm under embargo for a period, which may be extended upto one year. Moreover, the **Earnest Money** of your firm will be forfeited. Any change in original **IT** condition would also be construed as **withdrawal of offer** in addition to forfeiture of **Earnest Money**.
10. **Photocopies of Documents.** Following information/ attested copies of documents must be provided/ attached with your offer:-
- a. A copy of DGDP letter showing your firm's financial capability (registered firms only).
 - b. Photocopy of Bank Statement of Last one year (un-registered firms only).
 - c. DGDP Registration/ renewal letter/ indexation/ additional indexation letter as applicable (registered firms only).
 - d. Income Tax No to be mentioned on the offer and copy of Registration Certificate issued by Sales Tax Department be attached (local firms only).
 - e. Foreign Seller has to mention on the offer its Registration Number and attach copy of Registration Certificate issued by respective Department of Commerce authorizing export of offered stores (foreign firms only).
 - f. Valid Principal/ Agency Agreement (In case of agent firm).
 - g. Photocopy of CNIC of MD of the firm (Local firm only).

- h. Photocopy of Passport of MD of the firm (for Foreign firm).
11. **Earnest/ Bid Money/ Tender Bond.** Your tender (Technical Offer) must be accompanied by a Bank Draft/ Pay Order in favour of CMA (DP), Rawalpindi for the amount in Pakistan Rupees or equivalent **US\$** against **Earnest Money** which shall be submitted in a **SEALED ENVELOPE WITH THE TECHNICAL OFFER**. **Technical Offers** received without **Earnest Money** shall not be accepted and rendered for rejection. In addition, firms submitting **Earnest/ Bid Money** in the form of Crossed Cheque/ Cheques shall be liable for rejection. Rates for **FOB/CIF** are as under:-
- Registered/ Indexed Firms/ Pre-Qualified Firms.** 2% (Two Percent) of the quoted value subject to maximum ceiling of **Rs. 0.500** Million.
 - Registered/ Pre Qualified but Un-Indexed Firms.** 3% (Three Percent) of the quoted value subject to maximum ceiling of **Rs. 0.750** Million.
 - Unregistered/ not Pre-Qualified/ Un-Indexed Firms.** 5% (Five Percent) of the quoted value subject to maximum ceiling of **Rs. 1.000** Million.
 - In case un-registered/ un-indexed firm wins a contract on EM, it will deposit following documents for provisional Registration before the award of the contract:-

Foreign Supplier	
(1)	Three filled copies of SVA-8124 particular of firm.
(2)	Three filled copies of SVA-8124A of each member of management.
(3)	Three photocopies of Resident Card or equivalent identification Card for each member of management.
(4)	Three PP size Photographs for each member of management.
(5)	Challan Form (*).
(6)	Financial standing/ audit balance sheet.
(7)	Photocopy of passport.
(8)	Authorization letter from the MD/ CE in case contract is being signed by another person on his behalf.
(9)	Agency Agreement in case of Trading House/Company/Exporter/Stockiest etc

(*)Original Copy of Challan Form for local suppliers/firms for Rupees. 3500/- is to be deposited in Govt treasury against account no. Major Head C02501-20, Main Head-12, Sub Head-A, Miscellaneous Code Head (1/845/30) in any of the branches of National or State Bank of Pakistan. In case of foreign suppliers US\$ 100/- as provisional registration fee of DGDP is to be deposited in the same account number of Govt treasury as mentioned earlier in National or State Bank of Pakistan or any scheduled bank of Pakistan if National/State Bank of Pakistan branch is not available in that country.

- The provisionally registered firm will apply to Registration Section (DGDP) for conversion of provisional registration into formal registration/ indexation within one months after signing of the contract with DGDP, receipt copy of challan form for Rs. 3500/- (in original) deposited into Govt treasury for local firm and US\$ 100/- for foreign firms. In addition, all the other documents required as per the initial registration {Step-2 Part-II DPP&I-35 (Revised 2017)} 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, ITs on Earnest Money will not be issued in future. Moreover, balance payment on clearance of stores will be linked with registration letter to be issued by Registration Section DGDP.

- f. **Liaison Office (in Pakistan)**: All the foreign firms, who are neither registered with DGDP nor represented by a local agent, may establish a Liaison office in Pakistan and get it registered with DGDP. Liaison office should only be registered for a valid and ongoing contract for the ease of correspondence, better interaction, liaison/coordination and for smoothly execution of already awarded contract.

12. **Return of Earnest Money.**

- a. If your firm does not qualify during **Technical Scrutiny, Commercial Offers** (unopened) alongwith **Earnest/ Bid Money** of your firm shall be returned within 60 x working days on receipt of **Technical Scrutiny Report**.
- b. If your firm qualifies during Technical Scrutiny, **Earnest/ Bid Money** will be returned on submission and confirmation of **Performance Bank Guarantee** and **Advance Bank Guarantee**.

13. **Treasury Challan.** Your Technical Offer must be accompanied by a Challan Form (obtainable from State Bank of Pakistan/ Government Treasury) of Rs. **2000.00** (or equivalent in US\$) as **Tender Inquiry Fee** debitable to Major Head C02501-20 Main Head-12 Sub Head-A Miscellaneous Code Head-1/845/30.

14. **Rights Reserved.** This Directorate General reserves full rights to **accept, reject or cancel all offers including the lowest, without assigning reasons for its rejection (specially in the wake of COVID-19 situation).**

15. **Application of Official Secret Act/ Non-Disclosure Agreement.** 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. The offerer will have to sign **Non-Disclosure Agreement** as **Annexure-A** to this IT.

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

17. **Grievances Redressal.** Any bidder feeling aggrieved by any act of this Directorate General after submission of his bid and prior to award of the contract may lodge a written, complaint to Grievances Redressal Committee (GRC) constituted at Directorate General Defence Purchase (DGDP), Ministry of Defence Production under Rule-48 of Public Procurement Rules (PPR)-2004. Appeal afterwards signing of contract will continue to be handled by Joint Appeal Committee (JAC) as per existing rules. Procedure/ Composition of Grievances Redressal Committee is given in **Annexure-B**.

18. **DPP&I-35 (Revised 2019).** **Copy of DPP&I-35 (Revised 2019)** is available on DGDP website i.e. www.dgdp.gov.pk

19. **Invitation to Participation in the Tender.** You are invited to visit this Directorate General/ Pakistan and participate in tender opening, planned to take place at **1030 hours on 15 Oct 2021** at this Directorate General. You may like to bring offer half an hour before opening of the tender that day and also participate in the said activity. Representative so deputed to submit the tender should be responsible authority and permitted signatories, who should be competent to negotiate and sign the contract on your behalf (only individual completely qualified to answer any / all queries to be detailed for all interactions). Inability to resolve PAF queries during meeting will not bind DGDP for additional interactions. Your representatives may have to travel/ stay in Pakistan for

duration of negotiations at your expense. Particulars of your authorized representative may **please be conveyed to D GDP 4 x days** prior to tender opening date through given fax number 0092-51-9270964 for security clearance purposes on following lines:-

- a. Name.
- b. Surname.
- c. Father's Name.
- d. Date and Place of Birth.
- e. Religion.
- f. Passport Number.
- g. Date and Place of Issue.
- h. Valid until.
- i. CNIC No. in case of local representative.

20. **Disqualification.** Your offers are liable to be rejected, if:-

- a. Not agreeing to the **MANDATORY CONDITIONS** of this IT.
- b. All applicable Taxes and Duties, Freight/ Transportation and Insurance charges (in case of C&F / CIF/ CIP Tenders) are **NOT** indicated separately as per required price breakdown mentioned at para-7 of **Special Instructions** to **DP-2 Part-I** and **Schedule to Tender DP-2 Part-I**.
- c. There is any deviation from General/ Special/ Technical Instructions provided.
- d. Offers are found conditional or incomplete in any respect.
- e. Treasury Challan as per para-14 above is **NOT** attached with the Technical Offer.
- f. **Form DP-2 and DP-3** duly signed and stamped by authorized signatory are **NOT** received back with the offers.
- g. Multiple rates are quoted against one item.
- h. Manufacturer's relevant brochures and technical details on major equipment assemblies are **NOT** attached in support of specifications; or
- i. Received later than appointed/ fixed date and time; or
- j. Made 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 (for agent firms only).
- m. The commercial offer against **FOB/ CIF** tender quoted in local currency.
- n. Principal's invoice clearly indicating whether prices quoted are inclusive or exclusive of the agent commission alongwith exact amount and percentage is **NOT** enclosed

(for agent firms only) as mentioned in Para-7 of **Special Instructions to DP-2 Part-I and Schedule to Tender DP-2 Part-I**.

- o. **Earnest Money NOT** provided with the technical offer (as specified in para-12 above).
- p. If validity of offer is **NOT** quoted as specified in para-6 above or made subject to confirmation later.
- q. Offer made through Fax/ Email/ Cable/ Telex.
- r. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- s. Tender specifications/ requirements not conforming in general (except **MANDATORY CONDITION**) which have to be agreed.
- t. In case breakup cost/ conditions of offer are not as per IT conditions (refer para-7, **Special Instructions to DP-2 Part-I and Schedule to Tender DP-2 Part-I**).
- u. Offer not conforming to required specifications or multi offers.
- v. If OEM and principal's names and complete addresses are not mentioned.
- w. Valid permission from OEM to sell/ export the products to the intended purchaser (for agent firms only) **MANDATORY CONDITIONS**.
- x. Permission from own Government to undertake selling of the equipment and services (if applicable).
- y. Authorization from the OEM to the agent to sign the contract on his behalf (for agent firms only).

21. **Acknowledgment.** Send acknowledgement slips (attached with this IT) within Three **3** days from the date of receipt of this IT. This IT consists of **44** pages.

Yours faithfully,

Gp Capt
For and on behalf of the
President of Islamic Republic of Pakistan
(Muhammad Waseem)

PART – I**SCHEDULE TO TENDER**

1. IT No. 1366/299/DGDP/PC-5 : dated **14 Sep 2021.**
2. Time and Date of Tender Opening : **At 1030 hours on 15 Oct 2021.**
3. The tender shall remain open for : **(By Hand) 1030 hours on 15 Oct 2021.**
acceptance till **(By Post) 1000 Hours on 15 Oct 2021.**
4. Description of store required: -

Procurement of Pre-owned Bombardier Global 6000 Aircraft, Qty-01 Ea

Note: Technical Scrutiny Report (TSR) - As per **Annexure-C**

Inclusive/ Exclusive: Excise Duty @ _____ %

Sales Tax @ _____ %

Surcharge @ _____ %

Any Other Tax: _____

Total Price _____

SPECIAL INSTRUCTIONS TO DP-2 PART-I

1. Indent has been initiated as Open Tender basis. Terms of payment would be finalized on opening of commercial quotation.
2. Requirement of Open Tendering – ‘Two Stage Bidding Procedure’ is to be followed.
3. Technical acceptance must be obtained from specialist Dte before finalizing the contract.
4. OEM certificate vis-à-vis authorized distributorship of offered aircraft to be provided by the vendor.
5. Onsite inspection by inspecting agency comprising of joint team of Dte of OR&D, DWSM -Tpt, Dte of Q & E, operators and Procuring Agency, would be carried out prior to acceptance of aircraft. To be read in conjunction with the notes under TSR.
6. Seller may opt to provide quotation for items / services mentioned at para-24 of TSR (Annexure – C) either separately or quote them FOC or inclusive of total cost.
7. Seller providing maximum add-ons in domain mentioned at para - 24 of TSR (Annexure – C) as FOC, would be considered as most advantageous in the bid.
8. Bidder to ensure all aircraft pre-departure formalities are completed which include but are not limited to access to aircraft as and when required by the Buyer, conduct of test flights, transfer ownership, ferry clearances and ferry and associated ground support (FOC would be given preference).
9. Shipment of spares and support equipment (if any) to be the responsibility of the Seller.
10. Mode of delivery to be finalized during contract negotiation / finalization.

PART-II
LEGAL/ ADMINISTRATIVE
TERMS AND CONDITIONS GOVERNING THE CONTRACT

Caution. You may say 'Agreed to/ Not Agreed to' to conditions/ clauses mentioned in the succeeding **Part-II & III** of this **DP-2** and tick the relevant check box **given after each condition, except for the MANDATORY CONDITIONS.** In case of disagreement, you should suggest option/ alternative course for consideration by this Directorate General but it will not be binding on this Directorate General to accept the same.

1. Terms of Payment

- a. Payment will be made through Letter of Credit (LC). LC opening/ advising, confirmation or any additional charges are to be borne by the firm.
(Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).
- b. Payment will be made as under: -
 - (1) Maximum Upto 20% advance payment may be made on submission of Advance Bank Guarantee (ABG) of equal amount by the firm in favour of CMA (DP) Rawalpindi.
 - (2) upto 70% payment will be made on submission of shipping documents of stores (including transfer of ownership after FAT). Transfer of ownership includes but is not limited to fly the aircraft out of Seller's country after fulfillment of all financial / technical and other compliance with rules / regularizations / polices of Seller Govt and CAA by the Seller.
 - (3) upto 10% payment will be made clearance of CRVs by consignee depot and on delivery of aircraft to designated PAF airfield.
(Understood, Agreed to).
- c. Cost of stores (and freight/ insurance in case of **CIF** contract) to principals as soon as stores are actually shipped, will be paid through LC in accordance with terms of contract.
(Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).
- d. Agent Commission will be paid in Pakistan Currency by CMA (DP) to agents on receipt of stores by the consignee in Pakistan, on receipt of claims in accordance with terms of contract.
(Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).
- e. Insurance premium in case of **FOB** contract involving insurance cover will be paid by CMA (DP) Rawalpindi in Pakistan Currency.
(Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

2. Security Deposit / Bank Guarantee (BG). Provision of following unconditional and irrevocable BGs is a **MANDATORY CONDITION.**

- a. **Advance Bank Guarantee (ABG).** ABG on Judicial Stamped Paper worth Rs.100.00 in favour of CMA (DP) from a scheduled Bank of State Bank of Pakistan or through LC opening Schedule Bank equal to maximum of 20% of the contract value will be required to be submitted by your firm within 30 x days after signing of contract. The ABG will remain valid for 60 x days beyond the delivery period of the last lot. Format of ABG is attached as per **Annexure-D.**

- b. **Performance Bank Guarantee (PBG).** PBG on Judicial Stamped Paper worth Rs.100.00 in favour of CMA (DP) from a scheduled Bank of State Bank of Pakistan or through LC opening Schedule Bank equal to 10% of the contract value, will be required to be submitted by your firm within 30 x days of signing of the contract. The PBG will remain valid for upto 60 x days beyond the delivery period of last lot. Format of PBG is attached as per **Annexure-E.**
- c. **WARRANTY BANK GUARANTEE (WBG).** WBG on Judicial Stamped Paper worth Rs. 100.00 in favour of CMA (DP) from scheduled Bank of State Bank of Pakistan or through LC opening schedule Bank equal to 10% of the contract value will be required to be submitted by your firm 30 x days before expiry of the delivery period. Return of PBG will be contingent upon submission of WBG. WBG will remain valid for upto 60 x days beyond warranty period of the last lot. Format of WBG is attached as per **Annexure-E.**
 Understood, Agreed to)

3. **Warranty/ Guarantee.** All available warranties and valid subscriptions to be indicated clearly system, sub systems, components with duration remaining against each and mode of warranty claim. These will be supplied on **Warranty/ Guarantee Form DPL-15/ Letter of Guarantee (Annexure-F)** and will be governed as per warranty/ guarantee clause. This warranty/ guarantee period will be covered by a **Warranty Bank Guarantee** as stipulated in para-2b above depending on the value/ criticality of the tendered equipment/ stores. Format of BG against warranty is attached as per **Annexure-E.**

Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested.

4. **Delivery Schedule.** Delivery of aircraft, training and support equipment should be immediately after FAT (latest by 15 Dec 2021). Exact details of each milestone along with corresponding activities and delivery schedule are to be provided and mutually finalized during contract negotiations.

Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

5. **Taxes/ Duties Charges.** All taxes/ duties/ Import/ Export License Fee charges as applicable under government laws in Pakistan as well as country of Supplier shall be on Supplier's account.

Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

6. **Letter of Credit (LC) Charges.** LC opening, advising, confirmation / amendment and any additional charges are to be borne by firm/ seller's account.

Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

7. **Agent Commission.** Firm will clearly mention about **No Agent** or **Agent**. In case of **no agent**, firm will render certificate as per **Annexure-G**. Agent commission upto 4% will be declared in the offer in case of contracts involving local agent, firm will render certificate as per **Annexure-H**. The payment will be made on following:-

- a. The Letter of Credit (LC) in favour of foreign principal/ OEM will be opened for the contract value less the amount of agreed Agent Commission, which will be paid in local currency by the CMA (DP). On successful completion of contract i.e. issue of **No Demand Certificate (NDC)** by the firm and **No Objection Certificate (NOC)** by the user, agent will raise his agent commission bill on CMA (DP).

OR

- b. In case, where No Agent Commission is involved, foreign principal/ OEM will render "No Agent Commission" certificate as per format attached as **Annexure-G**.

Accordingly the Letter of Credit (LC) in favour of foreign principal/ OEM will be opened for the full value of contract.

Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

8. **Force Majeure**

- a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of force majeure such as acts of God, War, Riots, Civil Commotion, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier and events or circumstances on which the supplier has no control. In such an event 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 shall not constitute force majeure.
- b. Where the case of Force Majeure causes delay in the Delivery of the respective Stores, and/or Services or any other delivery and should such delay exceed a period of 6 (six) months, either Party shall have the right to terminate the Contract. In case of termination by either Party, 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 specified time line to be rendered by supplier in writing.
- c. It is worth mentioning that any delay occurred due to COVID-19 will not be considered as Force Majeure.

Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

9. **Late Delivery.** 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 the contract, and/ or.
- b. To recover liquidated damages 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 liquidated damages, if imposed, will be recovered upto maximum of **2%** (depending on the merit of the case as decided by Competent Purchase Officer) 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 liquidated damages thus imposed will not exceed **10%** of the total value excluding taxes/ duties, freight, KPT, insurance charges of the stores/ delivered/ completed late.
- c. The purchaser's decision under this clause shall NOT be subjected to arbitration.

Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

10. **Shipment:** - Shipment / delivery of store / equipment / aircraft against this contract will be made by Seller in accordance with ICC **INCOTERMS 2020** as "**CIP, Islamabad, Pakistan**". The store / equipment / aircraft will be considered delivered when it reaches at designated destination of Pakistan.

(Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

11. **Insurance:** The Seller is required to contract for comprehensive insurance of store / equipment / aircraft through reputable and reliable insurance company preferably **National Insurance Company Limited (NICL)** of Pakistan covering all risks of damage, fire, failure, theft and accidents till delay of contracted store / equipment / aircraft. The expense on insurance will be paid by Seller. In case of damage, fire, failure, theft and accidents during transit till delivery, the claim of insurance will be processed by Seller and Seller will have to make good the loss so occurred before delivery.

(Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

12. **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.

(Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

13. **Arbitration.** Disputes (if any) shall be subject to ultimately settled in compliance with the **Rules of Arbitration by the International Chamber of Commerce.**

(Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

14. **Purchaser's Right (MANDATORY CONDITION).** Government of Pakistan (represented) by this Directorate General does not pledge himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the quantity offered. Please be notified that the tender does not constitute any obligation or commitments what so ever on the part of the Government of Pakistan to negotiate or conclude any or part thereof of the contract under any terms or conditions irrespective of the cost, lowest cost or any gradation of the cost. Government of Pakistan reserves the right to cancel the indent, tender or inquiry or to reject any offer or quotation without assigning grounds for its rejection. 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 **21** 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 and Telegram etc.

(Understood, Agreed to).

15. **Export License/ Permit/ End User Certificate (MANDATORY CONDITION).** 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 **45 days** of opening of Letter of Credit the purchaser reserves the right to cancel the contract with imposition of suitable penalty on the supplier as deemed appropriate without prior notice. The purchaser will provide **End User Certificate (EUC), if asked for in the tender,** to the supplier within **30 days** of opening of Letter of Credit, for the purposes of getting the export license/ permit. However, purchaser will not be responsible to arrange export license/ permit on behalf of the supplier for the export of the contracted goods/ stores. The format of the EUC (if any) should be provided by the supplier (as Annex/ Appendix) to the tender not later than **15 x working days** after signing of the Contract. Else, EUC will be issued on standard format(s) held with DGDP unless a tailor made EUC is provided by the supplier's Government.

(Understood, Agreed to).

16. **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 registered notice to that effect. In that event, the purchaser will accept delivery at the contract price and terms, of such stores/ goods which are in the 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 remainder of the undelivered stores/ goods/ materials, the Purchaser may elect either:-
 - (1) To have any part thereof completed and take the delivery thereof at the contract price, or
 - (2) To cancel the remaining quantity.
- c. Should the Supplier fail to deliver goods in time as per quality, terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract, the Purchaser reserves the right to terminate/ cancel the contract fully or any part thereof with imposition of suitable penalty on the supplier as deemed appropriate.
(Understood, Agreed to).

17. **Secrecy.** The Supplier(s) 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 manufacture of the stores, or to any press or agency not authorized by this Directorate General, to receive it. Any breach on this account will be punishable under the **Official Secret Act-1923** in addition to termination of the contract with imposition of suitable penalty on the supplier as deemed appropriate. A **Non-Disclosure Agreement** (attached as per **Annexure-A**) will also be incorporated in the contract in this regard.
(Understood, Agreed to).

18. **Provision of Rate Running Contract (MANDATORY CONDITION).** The seller will be required to have a provision for going into Rate Running Contract (RRC) for technical assistance, spare parts, Training and repair of parts on request or make available O&M source (certified MRO facility and establish firm contract for the purpose of aircraft support with the Buyer).
(Understood, Agreed to).

19. **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.
(Understood, Agreed to).

20. Your firm is to clearly endorse on the **Technical Offer** that **all IT specifications as per Annexure-C are confirmed.**
(Understood, Agreed to. Understood, Not Agreed to, Alternate Suggested).

21. **Disclosure Clause (MANDATORY CONDITION).** Seller has to provide a duly signed disclosure certificate alongwith technical and commercial offer as per prescribed format attached as per **Annexure-J**, which shall subsequently form part of contract.
(Understood, Agreed to).

22. **Effective Date of Contract (EDC) (MANDATORY CONDITION).** EDC will be established on Signing of contract.
(Understood, Agreed to).

PART – III**TECHNICAL CONDITIONS/ SPECIFICATIONS OF STORE****1. Technical Specifications**

- a. The store/ equipment should conform to specifications/ service requirements and technical data/drawing as per attached Technical Specifications. Offer not conforming to required specification or multi offers will be rejected. The supplier shall further undertake to provide all the contracted stores/goods as per the specifications attached at **Annexure-C**.
- b. The supplier will provide all the OEM certificates, quality certification/ inspection documents to the purchaser conforming the quality of the product being supplied under this contract. Stores must bear the manufacturer's identification, marking/monogram.

2. **Inspection/ Testing of Store.** Inspection/ testing will be carried out as per terms and conditions of the contract by the concerned inspecting team/ inspector as detailed by Air Headquarters, Quality Control Directorate on behalf of the purchaser in accordance with the laid down mutually agreed acceptance criteria, Acceptance Test Procedure (ATPs and specifications). The supplier will provide to the inspection team/inspector the required testing procedure required by tech authority. Mutually agreed/ approved ATPs will form part of contract to govern the inspection of store subsequently.

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

4. **Technical Documentation.** All publications, catalogues and technical/ operational manuals (in English language) will be supplied with no additional cost to the buyer unless otherwise stated in the contract. The Supplier will provide 2 sets of documents free of cost for technical scrutiny.

5. **Interchangeability.** A certificate of complete interchangeability must be endorsed on the quotation for all substitute / 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 rep. If for the reasons of economy, or any other reason, the supplier decides not to nominate as reps 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 store. In such as even the supplier will clearly undertake that the decision of consignee with regard to quantities and description of the 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 the receipt of store 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 rep. Consignee's report on checking of stores will be binding on the supplier in such cases or the inspection will be carried out at Seller

facility before FAT and delivery. Details as annotated in TSR and as per mutually agreed terms and conditions.

7. **Packing/ Marking.** The Supplier shall be responsible for proper packing of the spares 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 spares 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. Further details of Packing/Marking will be covered in the contract.

UNDERTAKING

Tender No _____
 Name of the Firm _____
 Contractor's Telegraphic Address _____
 Code Used _____
 Date _____
 Telephone No _____

To: Ministry of Defence Production
 Directorate General Defence Purchase (PC-5)
 Pak Secretariat No-II
 Adam Jee Road, Rawalpindi
 Pakistan

Dear Sir,

1. I/ We hereby offer to supply to the Director General Defence Purchase 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 upto 120 days after opening of commercial offer 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 **DPP&I-35 (Revised 2019)** 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.

3. The following pages have been added to and form part of this tender:-

- a.
- b.
- c.

Yours faithfully,

 (Signature of Tenderer)

 (Capacity in which signing)

Address: _____

Date: _____

Signature of Witness: _____

Address: _____

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

- a. Whether signing as "Sole Proprietor" of the firm or his attorney.
- b. Whether signing as a "Registered Active Partner" of the firm or his attorney.
- c. Whether signing for the firm "Per Procreation".
- d. In the case of companies and firms registered under the Act, 1913 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.

SPECIAL CONDITIONS OF IT

1. The participating firms shall submit their offer in 3 x separate envelopes clearly i.e **Technical Offer Envelope** and **Commercial Offer Envelope** and **Earnest/ Bid Money (EM) Envelope (Bank Draft/ Pay Order)** duly sealed in one larger size envelope.
2. In case **EM (Demand Draft/ Pay Order)** is found as per requirement, only then the **Technical Offer** will be processed for Technical Scrutiny Report (TSR) Clearance.
3. In case EM Draft is not found as per requirement, firm's offer will be liable to be rejected.

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."

Name of MD _____
CNIC or Passport No. _____
Signature _____
Date _____ 2021

NON-DISCLOSURE AGREEMENT

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

2. During these interactions, the interacting department/ sponsor (termed as **disclosing party**) may share certain proprietary information with the firm or its representative (termed as **Recipient** for the purpose of this agreement). Therefore, in consideration of the 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) Purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:-
- (a) Any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies.
 - (b) Plans for products or services, and customer or supplier lists.
 - (c) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method.
 - (d) Any concepts, reports, data know-how, work-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets.
 - (e) Any other information that should reasonably be recognized as confidential information of the Disclosing Party.
 - (f) Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

- (2) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party.

b. **Disclosure of Confidential Information.** From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:-

- (1) Limit disclosure of any confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose, but not without the prior approval of the competent authority of disclosing party.
- (2) Advise its representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information as confidential and shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information.
- (3) Not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein/ authorized).
- (4) Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

c. **Use of Confidential Information**

- (1) The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.
- (2) No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party.
- (3) All use of Confidential Information by Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.
- (4) Nothing contained herein is intended to modify the parties existing agreement that their discussions in furtherance of a potential business relationship are governed under the rule.

d. **Compelled Disclosure of Confidential Information**

- (1) Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party).
- (2) The Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure.
- (3) The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief.
- (4) Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

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 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. 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. 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.** 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 Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

7. **Final Binding to the Agreement**

- a. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement. In such case the party violating this agreement is liable under **Official Secret Act – 1923**.
- b. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- c. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the state applicable such acts under **official Secret Act -1923** made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof.
- d. The state courts shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

- e. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- f. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph).
- g. All such notices or communications shall be deemed to have been given and received:-
 - (1) In the case of personal delivery or electronic-mail, on the date of such delivery.
 - (2) In the case of delivery by a nationally recognized overnight carrier, On the third business day following dispatch.
 - (3) In the case of mailing, on the seventh business day following such mailing.
- h. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to an be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- i. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from:-
 - (1) Developing, making or marketing products or services that are or may be competitive with the products or services of the other or
 - (2) Providing products or services to others who compete with the other.
- j. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

PARTIES

Rank: _____	Name: _____
Designation: _____	Appointment: _____
Name: _____	Organization/ Firm: _____
For and on behalf of Islamic Republic of Pakistan	Name: _____
Date: _____ 2021	Date: _____ 2021

GRIEVANCES REDRESSAL

1. **General.** Any bidder feeling aggrieved by any act of (Directorate General Defence Purchase) after submission of his bid and prior to award of the contract may lodge a written, complaint to Grievances Redressal Committee (GRC) constituted at (DGDP) under Rule-48 of Public Procurement Rules (PPR)-2004. Appeal afterwards signing of contract will continue to be handled by Joint Appeal Committee (JAC) as per existing rules.
2. **Committee.** Committee comprises of following:-
 - a. **Chairman.** Director General Defence Purchase/ Dy Director General Defence Purchase.
 - b. **Members**
 - (1) Dy Director General Defence Purchase/ Director Technical Coordination.
 - (2) A Lt Col or equivalent from Indentor.
 - (3) A Lt Col or equivalent from Technical Directorate.
 - (4) Concerned Desk Officer
3. **Procedure**
 - a. Bidder may lodge a written complaint addressed to (Directorate General Defence Purchase) not later than fifteen days after the announcement of bid evaluation report under Rule-35 of PPR-2004. Complaint received after 15 days of the announcement of bid evaluation report will not be entertained.
 - b. Appeal must be supported by an Appeal Fee of Rs. 5000/- (Rupees Five Thousand Only) in the form of Demand Draft/ Pay Order Only in favour of the CMA (DP), without which Appeal will automatically seize to exist.
 - c. The decisions of the GRC shall be binding on all the parties.
 - d. The decision of GRC shall be intimated to the complainant within 15 days of filing the written complaint.
 - e. Bidders/ complaint lodging an appeal must be clear that mere act of lodging a complaint shall not warrant suspension of procurement of procurement process.
 - f. Firm having malafide intentions of undermining the procurement process by lodging a complaint shall be liable to disciplinary action.
 - g. Firms will highlight specific grievance in the complaint to be addressed and will avoid unnecessary blame game.
 - h. Complaint must be personally signed by the authorized signatory and must be delivered through registered mail on following address:-

Group Captain Muhammad Waseem
Deputy Director (Air)
Directorate General Defence Purchase
Ministry of Defence Production
Pak Secretariat No-II Adam Jee Road
Rawalpindi, Pakistan
Telephone No: 0092 – 51 – 9271485
Fax No: 0092 – 51 – 9270964
E-mail: adpcair@dgd.gov.pk

TECHNICAL SCRUTINY REPORT (TSR) FOR PURCHASE
OF ONE PREOWNED GLOBAL 6000

1. The required model of the aircraft is Bombardier Global 6000 completely fly worthy and fully serviceable aircraft with date of manufacturing should not be earlier than 2017.
2. Present aircraft flight hours should be less than 1200 hrs. The log books must be updated accordingly by the certifying agency. Preferably, all major components and accessories should have corresponding GOH life.
3. The aircraft must be equipped with Rolls Royce BR700-710A2-20 turbofan engines with operating hours corresponding to aircraft flying hours. More so, engines must have 500 operating hours remaining form next major scheduled inspection at the time of purchase agreement. The log books must be updated accordingly by a certifying agency. Preferably, all major components and accessories should have corresponding GOH life.
4. The aircraft must be equipped with Honeywell RE220 Auxiliary Power Unit (APU) with operating hours corresponding to aircraft flying hours. The log books must be updated accordingly by a certifying agency. Preferably, all major components and accessories should have corresponding GOH life.
5. The aircraft must have valid subscription programs (operational & maintenance) as per the PEM endorsement in their respective log books. The aircraft documents must be updated for compliant of all SBC/Ads.
6. The general physical conditions of the aircraft, including its exterior and interior must be satisfactory and free of any anomaly.
7. Aircraft must not have undergone any major repair or have encountered any accident/ occurrence of any kind.
8. Recent history of the aircraft as per its flying record is to be free of any significant problems, discrepancies or defect trends.
9. The aircraft should have the following important systems associated with aircraft avionics: -
 - a. Equipped with Rockwell Collins Pro Line Fusion Avionics Suite.
 - b. Complies with CNS/ ATM-2020 Avionic upgrades like FANS 1/A ADS-B out, CPDLC and RVSM.
 - c. Installed with operational high-speed SATCOM and datalink for both data and voice communication.
 - d. Equipped with Enhanced Vision System (EVS). Head Up Display System (HUD) and Synthetic Vision System (SVS).
 - e. Installed with Airshow Interactive Flight Information System
 - f. Installed with Automatic Flight Control System ((AFCS)

10. The aircraft should have the following onboard Avionic and Instruments System: -
- a. Flight Management System (FMS)
 - b. Electronic Flight Instrument System (EFIS)
 - c. Global Positioning System (GPS)
 - d. Air Data Computer (ADC)
 - e. Navigation Radio (NAV)
 - f. Inertial Reference System (IRS)
 - g. Distance Measuring Equipment (DME)
 - h. Automatic Direction Finder (ADF)
 - j. Auto Pilot
 - k. Weather Radar
 - l. Flight Director
 - m. vhf AND hf radios
 - n. Emergency Locator Transmitter (LET)
 - o. Intercom system
 - p. Traffic Collision Avoidance System (TCAS)
 - q. Radio Altimeter
 - r. FDCVR
 - s. Transponder (XPNDR)
 - t. LPV Approach
 - u. RNAV, En-route RNP & AR Approaches
 - v. Tactical Air Navigation System (TACAN)
 - w. Ground Proximity Warning System (GPWS)
 - x. VHF Omnidirectional Radio (VOR)

11. All requisite documents such as log cards, log books weight & balance and certificates of the aircraft / components must be delivered along with the aircraft. These must be duly updated and stamped by the OEM/OEM authorized agency. More so, complete maintenance tracking of aircraft vide CAMP or any other subscription/ Program must also be shared along with the aircraft.

12. **Weight and Balance.** The weight Breakdown of the aircraft is to be provided by supplier: -

Weights	Remarks
Maximum Ramp Weight	
Maximum Take-off Weight	
Maximum Landing Weight	
Maximum Zero Fuel Weight	
Basic Operating Weight (BOW)	
Maximum Fuel Weight	
Maximum Payload	

13. The aircraft shall be weighed prior to delivery to the Buyer. The provided weight report with flexibility of tolerance will be reviewed by the Buyer during scrutiny of proposal.
14. **Interior Dimensions.** Interior dimensions of the aircraft are to be provided by supplier. The provided data with flexibility of tolerance will be reviewed by the Buyer during scrutiny of proposal.

Cabin Height	
Cabin Width	
Cabin Length	

15. **Exterior Dimensions.** Exterior dimensions of the aircraft are to be provided by supplier. The provided data with flexibility of tolerance will be reviewed by the Buyer during scrutiny of proposal.

Length	
Wingspan	
Wing Area	
Height	

16. **Performance.** All performance data to be furnished by the supplier based on a standard aircraft and the standard (ISA) conditions day. The provided data with flexibility of tolerance will be reviewed by the Buyer during scrutiny of proposal.

Take-Offs	
Take-Off Field Length (SL, ISA, MTOW)	
Landing	
Landing Distance (SL, MLW)	
Cruise Performance	
Top Speeds	
High Speed Cruise	
Typical Cruise Speeds	
Maximum Certified Altitude	
Range at Cruise speed of M 0.85	
At 8 Passengers (166 lb Payload)	

17. **Technical Publications.** Following technical publications including flight and maintenance manuals (but not limited to) should be provided by the supplier: -

- a. Airplane Flight Manual (AFM)
- b. Flight Crew Operating Manual (FCOM)
- c. Flight Planning Manual (FPM)
- d. Aircraft Maintenance Manual (AMM)
- e. Structure Repair Manual (SRM)
- f. Aircraft Illustrated Parts Catalog (AIPC)
- g. Component Maintenance Manual (CMM)
- h. System Description (AMM)
- j. Ground Handling and Servicing Information
- k. Maintenance Planning Documents
- l. Weight and Balance Manual
- m. Wiring List Manual
- n. Wiring Manual

18. Basic information of the offered aircraft including S No. total life (hourly and calendar) and hours/ time since last overhaul must be provided which will be made part of the contract document. More so, details of aircraft last inspection performed and next inspections due must also be provided.

19. In order to meet the inner noise requirements. Global 6000 Aircraft shall have at least the following Compartment Interiors as specified in ATA 25 Equipment / Furnishing (-00,-10,-20,-50,-80).

- a. Floor covering, textiles (including draperies and upholstery).
- b. Thermal and acoustical insulation blankets and insulation covering.
- c. Cargo compartment hard and soft liners.
- d. Cargo covers and transparencies.
- e. Air ducting, joint and edge covering.

- f. Moulded and thermoformed parts, air ducting joints and trim strips (decorative and chafing).
- g. Cockpit furnishings.

20 All aircraft documents must be in English Language.

21. Aircraft should be free of any local/ international liability and black listing of any item as on date of delivery.

22. All customization complied on aircraft (interior and exterior) should be fully operational and in best kept condition.

23. **Aircraft Supportability.** Basic essential operating package along with requisite publications/ subscriptions as per OEM standards sufficient to ensure and support aircraft flying operations from one designated location in Pakistan should be provided.

24. **Additional Supportability.** Following essential actions mentioned against respective areas of training, tools/ tester, GHE / GSE, spares, lifed items, publications and subscriptions needs to be offered: -

- a. Training
 - Certified training courses (if available / offered as part of bid) for PAF maintenance personnel (05) & aircrew (02) by seller.
 - At the time of bid submission, it is to be specified whether the certified training (simulator for aircrew and certification of maintenance personnel) is being offered (in this case all relevant details and procedure to undertake the trainings to be provided) or whether the bidder would facilitate the buyer in attaining these certifications. Former would have the advantage.
 - Simulator training (if available / offered) of PAF aircrew (02) from M/s CAE, Canada or M/s Flight Safety, USA by seller.
 - Local training (if available / offered) of PAF maintenance personnel & aircrew (05+02) at Buyers premises by seller. Bid to specify whether Seller would dedicate qualified flight & ground instructor to Seller premises or otherwise and offer complete flight training to at least 02 of Buyers personnel for qualification to operate the aircraft. Similar arrangement to be offered (if available for the maintenance personnel).
 - It is to be further stated that whether expenses of all trainings (simulator training and certification of ground crew for the type), including but limited to, boarding, lodging, local transportation, round trip airfare, (quarantine duration and COVID-19 testing if required) would be offered to the Buyer.
 - Training syllabus and training material (if available) for Buyers maintenance personnel & aircrew be listed / provided.

- Seller affording all of the above would have the advantage.
 - Non-availability of provision of training to Buyers maintenance personnel & aircrew to be stated.
- b. Tools & Testers
- Provide list of OEM recommended tools and testers (if available) as per aircraft 'O' & 'I' level requirement. Any equipment under 'O' & 'I' level maintenance offered to be stated clearly along with its utilization in the maintenance activity at each level. Otherwise, equipment required for maintenance but not provided to be indicated / listed along with part numbers.
- c. GHE/GSE
- Provide list of OEM recommended GHE/ GSE (if available) as per aircraft 'O' & 'I' level maintenance requirements. Any GHE / GSE offered to be stated clearly along with its utilization in the maintenance domain. If not offered then, GHE / GSE required for maintenance but not provided to be indicated / listed along with part numbers. List of specialized tools, PMEs (along with calibration standards) are to be provided with testers (if any available) to undertake routine and specialized (unscheduled) maintenance of the aircraft equipment.
- d. Publications
- Validity of Annual Publications' Subscription be provided. Access details to be provided to the Buyer at the time transfer of ownership.
- e. Mandatory Change Items
- Provide list of OEM recommended spare package (if available) to support one-year operation of aircraft / engines including consumables / chemicals / adhesives as per requirement (list only along with part numbers). All or any of the above items if available for sale are required to be stated.
- f. Lified Items
- List of OEM recommended lifed items (if available) getting due for change in 01 year after date of delivery to be provided.
- g. Schedule Insp Package
- List of OEM recommended kit A, B & C (if available / part of offer) of next due inspections may be provided.
- h. Price Catalogues
- Availability of latest price catalogues (if available) to be listed.
- K. Subscription Programs
- Validity of necessary operational and maintenance subscriptions to access latest publications, Nav & Comm updates, SBs, maintenance data sharing & inspection details be provided.

25. **Miscellaneous Requirement.** Following miscellaneous requirement may also be considered by the Seller.

- a. Elaborated FAT / ATP documents to be provided by the Seller along with bid / tender and same would be vetted and mutually agreed upon prior to acceptance by the Buyer. The Acceptance documents would state the criteria at the time of acceptance of the aircraft which the aircraft would be required to comply with, this would include aerial flight testing.
- b. Aircraft to be positioned at designated base in Pakistan after final procurement.
- c. Remaining validity of aircraft / equipment /subscriptions should be sufficient to ensure sustainability of flying operations form designated location in Pakistan after issuance of CRV.
- d. Cost of travelling of PAF team (round trip airfare, boarding, lodging, local transportation) be borne by Seller for acceptance of air craft premises of seller and training of Buyers personnel. This is to include quarantine duration and COVID-19 testing, if applicable.

26. **Special Notes.**

- a. Seller may opt to provide quotation for items / services mentioned at para-24 either separately or quote them FOC or inclusive of the total cost.
- b. Seller providing maximum add-ons in domains mentioned at Para-24 as FOC, would be considered as most advantageous in the bid.
- c. Bidder to ensure all aircraft pre-departure formalities are completed which include but are not limited to access to aircraft as and when required by the Buyer, conduct of test flights, transfer ownership, ferry clearances and ferry.
- d. Shipment of spare and support equipment (if any) to be the responsibility of the seller.

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

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

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

Sir,

8. We understand that you have entered into Contract with Messrs:-

(Full Name and Address)

(hereinafter referred to as our customer) and that one of the conditions of the Contract is submission of a Bank Guarantee for a sum of Rs. _____ against advance payment and at the request of customer and in consideration therefore, we hereby agree and undertake as under:-

- a. To pay to you on demand and without any question and/or without any reference to our customer an amount not exceeding the sum of Rs. _____ as mentioned in your written demand notice.

 (in words)
- b. The validity period of this Guarantee upto _____
 (date)

- c. Claim, if any, must be duly received by us on or before this day. Our liability under this guarantee will cease upon the close of banking business hours on this date. Claims received thereafter will not be entertained by us whether or not you have

suffered any loss. On receipt of payment under this guarantee, this guarantee must be duly cancelled, discharged and returned to us.

- d. Subject to, and within the validity period mentioned in clause 'b' above, you may without reference to us, vary or amend any terms of the contract, and we waive our right to receive any notice of such amendment, or to the granting of time, or indulgence, as may be mutually agreed between you and our customer.
- e. Our liability hereunder shall not be discharged on account of your fore-bearing to the contractor nor shall we claim any rights of surety-ship in respect of any security which you might be having in respect of the contract.
- f. If delivery as per schedule of installment supply is not adhered to by the contractor, the buyer's paying authority shall have the right of demanding encashment of the guarantee proportionate to the value of such installment supply having not been made, with interest thereon at the bank rate for the period the supply of any installment is delayed.
- g. The maximum liability under this guarantee shall be reduced proportionately by the sum/sums deducted by you from the invoices raised by our customer of the liquidation of the said advance.
- h. This guarantee, within the validity period shall not be affected by any change in the constitution of the bank, or of the contractor and on the successors and assignees of the bank.
- j. That this is an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/Seller or Vendor.

Guarantor

Dated: _____

(Bank Seal and Signatures)

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

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

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

8. 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 Guarantee by our customer to your good self for a sum of Rs. _____ Rupees _____ (in words) _____

9. In compliance with this stipulation of the contract, we hereby agree and undertake as under:-
 - a. To pay to you unconditionally on demand and/ or without any reference to our Customer an amount not exceeding the sum of Rs. _____ Rupees _____ (in words) _____ as would be mentioned in your written Demand Notice.
 - b. To keep this Guarantee in force till _____
 - c. That the validity of this Bank Guarantee shall be kept 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 this Guarantee.
- e. That with the consent of our customer you may amend/ alter any term/ clause of the contract or add/ delete any term/ clause to/ from this contract without making any reference to us. We do not reserve any right to receive any such 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. ____
 _____(Rupees _____(in words)
 _____)
- 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.

Guarantor

Dated: _____

(Bank Seal and Signatures)

MINISTRY OF DEFENCE PRODUCTION
DIRECTOR GENERAL DEFENCE PURCHASE

SUPPLIER'S WARRANTY/ GUARANTEE

Firm's Name: _____

Contract No.: _____

1. 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 and that will replace free of cost (FOB/ CIF/ C&F/ CIP/FOR) Karachi 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 case of our failure to replace the defective stores free of cost within a three months of reporting by the consignee, we will refund the relevant cost (FOB/ CIF/ C&F/ CIP/ FOR) Karachi 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 impose suitable penalty on the supplier for the stores declared defective.

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

4. The warranty will remain valid for **10 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.

NO AGENT COMMISSION CERTIFICATE

It is certified that no person, firm, corporation, subsidiary or entity in Pakistan or elsewhere is involved as an agent in any way with this contract No. 1364/104/MDS/DGDP/PC-3B dated _____ 2021 and accordingly no agent fee / commission is payable in any form arising out of performance of obligation under aforesaid agreement. In case it is discovered that the contents of this certificate have been infringed / violated by the supplier, the purchase will have the right to cancel the contract and / or impose a penalty equal to 25% to the contract value.

Principal

Seal & Signature

Countersigned

DGDP (Seal & Signature)

AGENT COMMISSION 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 cash or kind other than the commission allowed to M/ S (FULL NAME, TITLE OR 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.

Agent

Principal

Seal & Signature

Seal & Signature

COUNTERSIGNED

DGDP
 Seal & Signature

DISCLOSURE CERTIFICATE

M/ s _____ hereby declares its intention not to obtain or induce 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.

Without limiting the generality of the foregoing, M/ s _____ represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give the anyone within or outside Pakistan either directly or indirectly thorough 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 consultation 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 the GoP, except that which has been expressly declared pursuant hereto.

M/ s _____ 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, representation or warranty.

M/ s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts 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 rights and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

M/ s _____ Notwithstanding any rights and remedies exercised by GoP in this regards, [the Seller/ 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/ s CPMIEC 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.

[The Seller/ Supplier]

CHECK LIST

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

Tender No. 1366/299/DGDP/PC-5

Date 14 Sep 2021

1.	a. Challan Form No b. Bank c. Amount	_____ _____ _____
2.	a. EM Draft No b. Bank c. Rs. _____ with Commercial Offer	_____ _____ _____ Yes/ No _____
3.	Form DP-2 duly signed by Authorized Signatory as per DGDP Record (registered firms only) attached with offer.	Yes/ No
4.	Form DP-3 duly signed by Authorized Signatory as per DGDP Record (registered firms only) attached with offer.	Yes/ No
5.	Specification of offered items	Our firm is offering stores as per IT Specifications Yes/ No
6.	Accounting unit as per IT	Yes/ No
7.	Quantity offered (As per IT)	Yes/ No
8.	Delivery Schedule as per IT	Yes/ No
9.	Despatch Instructions as per IT	Yes/ No
10.	Packing details as per IT	Yes/ No
11.	Defence Marking details as per IT	Yes/ No
12.	Origin of Stores	_____
13.	Name and Address of Principal/ Manufacturer	_____
14.	Original Proforma Invoice (Mandatory) In Case of FOB/ FOR(Imported) Attached with offer	Yes/ No Not Applicable Anx _____
15.	Currency of offer	_____
16.	Place for Inspection of Offered Stores	_____
17.	a. We confirm that prices are firm and final b. Validity of our offer is 120 days after opening of commercial offer	Yes/ No Yes/ No
18.	We confirm Warranty/ Guarantee of Stores For	_____ Years
19.	Terms of Payment as per IT	Yes/ No
20.	Sales Tax	Exempted/ Applicable @ _____ if applicable, than included/ Extra of quoted price

21.	a. Agent Commission	Nil/ Included/ Excluded/ NA
	b. We agree for percentage of agent commission as per DGDP policy	Yes/ No/ Not Applicable
22.	We confirm that following documents are attached with offer:-	
	a. DGDP letter indicating Registration/ Indexation Status (Registered firms only)	Yes/ No NA Anx _____
	b. Valid Manufacturer License by Ministry of Health	NA
	c. Production Registration Letter of Ministry of Health indicating Registration No of Store	NA
	d. Valid agency Agreement	Yes/ No NA Anx _____
	e. DGDP Letter indicating Financial Capability (Registered firms only)	Yes/ No NA Anx _____
	f. Bank Statement of Last One Year (Unregistered firms only)	Yes/ No NA Anx _____
	g. Income Tax Registration Certificate by CBR NTN	Yes/ No NA Anx _____
	h. Sale Tax Registration Letter/ No	Yes/ No NA Anx _____
	i. Trade/ Retail Price List	Yes/ No NA Anx _____
	j. Interchangeability certificate attached.	Yes/ No NA Anx _____
	k. Certificate "in case of an additional requirement of the contracted items(s) in any quantity(s) within a period of 12 months from the date of signing the contract, these will also be completed supplied (at the ongoing contract rates) with discount.	Yes/ No NA Anx _____
	l. Undertaking to provide all the contracted stores/ goods/ as per the specification.	Yes/ No NA Anx _____
23.	Certificate that there is not Deviation from IT conditions/ there is deviation from IT conditions as per following details:- (Please delete the not applicable statement) a. _____ b. _____	
24.	<u>Black listing certificate.</u> 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

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 90 days extendable to 120 days.
- d. Firm must ensure that No COLUMN is left blank while filling technical and commercial offer.
- e. Attach form DP-3 duly signed by the authorized signatory with your tender.
- f. Do not quote/ write rates in technical offer.
- g. Do not attach any condition with offer/ bid, only original IT documents without conditions will be accepted.
- h. Do not send offer through Fax/ E-mail/ Cable/ Telex.
- i. Do not represent any firm other than your own.

2. Submission of Technical, Commercial Offer and Earnest Money Bank Draft/ Pay Order:-**a. General**

- (1) Submit **Commercial, Technical Offers** and **Earnest Money Bank Draft** in separate envelopes.
- (2) Write **“TECHNICAL OFFER”**, **“COMMERCIAL OFFER”** and **EARNEST MONEY BANK DRAFT** on respective envelopes in capital letters.
- (3) Put all envelopes in a single envelope and seal it.
- (4) Write **Tender Inquiry Number and name of the firm** at the top.
- (5) Put envelopes containing all offer in another envelope and address as indicated in para-3c of form DP-I, 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.

3. **Miscellaneous.** Read instructions in IT form/ documents carefully and "Special Instructions" on **page-09** of IT form before filling of IT documents.

ACKNOWLEDGEMENT SLIP

Tender No: **No.1366/299/DGDP/PC-5**

Dated Sep 2021

Date of Receipt: **Dated Sep 2021**

Name of Firm: -----

Signature _____
(Authorized Person)