

ATTACHÉ DEFENCE PROCUREMENT
High Commission for Pakistan
35-36 Lowndes Square
London, SW1X 9JN
Tel: 0207 6649 220
Fax: 0207 823 2121
E- Mail: tenderadp@phclondon.org

Our Reference: DSN/10838

Sponsoring DP: DP (Navy)

05 Apr 2024

INVITATION TO TENDER

1. You are invited to tender your quotation for the supply of material/stores as per "Schedule to Tender" at Annex 'A' for export to Pakistan. Tenders must be prepared in accordance with the following instructions:

a. Your tender must be forwarded in a sealed envelope bearing the words "Tender Inside". Offers should be prepared separately for each tender to avoid confusion.

b. The bids prepared in accordance with the instructions mentioned in this Invitation to Tender must reach this office (address given below) on or before 1130 hours on 07 May 2024 (Tender Opening Date). Bids will be opened the same day at 1230 hours. Bids received after the specified time may not be accepted. This advertisement is also available on PPRA website at www.ppra.org.pk.

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c. **Basis of Delivery:** Quotation is invited on:

- i. FOB UK Seaport OR
- ii. CPT Karachi (Airport).

d. **Specifications:** Items must be factory new and latest production, fully serviceable and strictly conforming to Defence specifications / Original Manufacturers' specifications. Tenders must prepare the offers strictly in accordance with the specifications given in Schedule of Tender, Deviation, if any should be highlighted in the offers with reference to the line and word of specifications differed. Aircraft/Helicopters/Ships parts must be certified by the manufacturer's Inspection Authority duly authorized by the Government of that country.

i. It may please be confirmed in the quotation that OEM Conformity Certificate and OEM Test Certificate will be provided at the time of shipment.

ii. In case NSN, Part Number or quality standards of the required items has been superseded by a new one, documentary proof to this effect originating from the OEM may also be provided along with technical details of the offered item.

e. **Export License and Prices:** Export License, if required will be responsibility of the seller. In case End User Certificate (EUC) required please confirm in your quotation, so that same is processed without any delay and Export License is obtained by the seller in time. Prices

must not be more than as extended to any Government Department/Agency and should include local, Federal or other taxes leviable in the country of origin and/or export.

f. **Literature/Brochure:** Operation and Maintenance Manuals if any, may also be provided along with your quotation.

g. **Delivery Schedule:** Delivery is required as soon as possible after signing of contract. Please specify the date by which you can guarantee to deliver the stores.

h. **Performance Bank Guarantee:** Performance Bank Guarantee equivalent to 5% to 10% of the offer value valid for 60 days beyond delivery date will be required to be submitted on award of contract to your firm at the discretion of ADP London.

2. **Validity:** Offer should be valid for at least 90 days from the date of opening of tenders to allow sufficient time for processing of purchase proposal in/out of the Embassy of Pakistan, London, UK.

3. **Price:** Your quotation should show firm prices per unit for each item separately in addition to the total cost including packing, delivery, and handling charges (freight forwarder's charges) on FOB UK Port basis free of VAT for export to Pakistan.

4. Please submit 'No Bid' if you cannot offer items against this tender, in order to stay on our bidding list.

5. **Inspection:** Stores may be inspected as and when required.

6. **Commission:** Contract will be concluded between Government of Pakistan and your firm. Therefore, commission will not be paid to any agent or third party in Pakistan.

7. **Warranty/Guarantee Form (DPL-15):** The stores supplied should be of brand-new manufacture. Form (DPL-15) will be signed and stamped by the Executive of the firm or any official authorized by him on his behalf. (Copy enclosed).

8. **Terms of Payment:** Payment will be arranged by ADP (London) office through DACMA (London) after shipment/airlift of stores. Payment terms will be 90-10% i.e. 90% will be paid on shipment of store and remaining 10% payment will be made after receipt of the CRV (Receipt Confirmation Report) from the ultimate consignee after functional checks. Bank fee/charges etc.(If any) levied by bank/banking authorities in UK/Ireland during the currency of the contract will be borne by the seller.

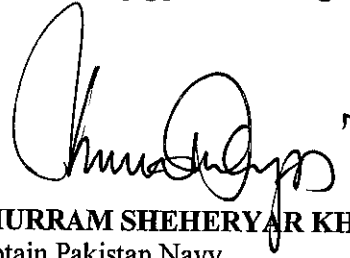
9. **Right Reserved:** This office reserves the right to reject the incomplete offers or offers deviating from tender instructions in any respect. Quantities can be increased/decreased at the time of placing the order.

10. **Late Delivery:** In the event of delay in delivery, at the seller's fault, the seller informs 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, store not delivered, at the risk and expense of the seller and without notice to him, or
- c. To recover the liquidated damage 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 seller, and or if the Government has suffered loss for reason belated delivery. These liquidated damages, if imposed, will be recovered at the rate of 2% but not less than 1% of the value of the store supplied late per month for the period exceeding the original delivery period, subject to the provision that total liquidated damages thus imposed will not exceed 10% of the total valued of the store, delivered late.

11. **Compliance to the IT Terms:** You are requested to specifically mention the compliance or otherwise to all terms of the IT including its annexes and enclosures in the tender.

12. **Clarification of Invitation to Tender:** In case any clarification required regarding this tender, undersigned may please be contacted on 00442076649220 or 'tenderadp@phclondon.org'.



KHURRAM SHEHERYAR KHAN
Captain Pakistan Navy
Attaché Defence Procurement

Annex:

A. Schedule to Tender

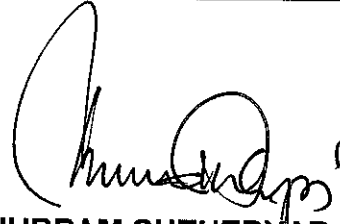
Enclosures:

1. Special Instructions (ANNEX A to NHQ & ANNEX B to NHQ)
2. Form (DPL-15)



SCHEDULE TO TENDER

S.NO.	CAT/PART/ PATT NO.	DESCRIPTION	A/UNIT	QUANTITY REQUIRED
01.	N/A	OXYGEN CANDELS MPOG <u>TEVHINICAL</u> <u>SPERCIFICATIONS:</u> As per ANNEX-A <u>GENERAL TERMA AND</u> <u>CONDITIONS:</u> As per ANNEX-B.	Each	400



KHURRAM SHEHERYAR KHAN
Captain Pakistan Navy
Attaché Defence Procurement

GUARANTEE (FORM DPL-15)

FIRM'S NAME: _____

CONTRACT NO: _____ DATED: _____

1. We hereby guarantee that the articles supplied are produced new in accordance with approved drawings and in all respects 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 specifications and also in accordance with the terms of the contract, complete of good workmanship throughout, and that we will replace free of cost (DDP at Consignee's warehouse) and without any additional cost within 30 days every article or part there of which before use or in use shall be found defective, or not within the limits and tolerance of specification requirements, or in any way not in accordance with the terms of contract.
2. In case of our failure to replace the defective stores free of cost within 3 months of reporting by the consignee, we will refund the relevant cost DDP at Consignee's warehouse in the currency in which we received, and purchaser shall have the right to purchase the stores declared defective at our risk and expense from elsewhere.
3. We also undertake to make good the deficiency in supply, if any.
4. The warranty will remain valid for a period of 12 Months from the date of final acceptance of stores.

Signature-----
Date-----

Note: The signature must be the same as that on the Tender, or if otherwise, must be shown to be the signature of a person capable of giving a guarantee on behalf of the Contractor

TECHNICAL SPECIFICATION

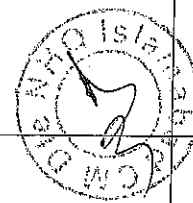
ANNEX-A
2290388
dt 19-9-22

S. No	Specification	FIRM'S Reply (Complied/Part ially Complied/ Not Complied	Firm's Reply / Remarks
Note	<p>Guidelines for firm for Submitting Technical Proposals for Technical Evaluation Firm is required to clearly mention Complied / Partially Complied / Not Complied remarks against each Clause and qualify same through mentioning references in respective clause from the attached firm's technical proposal/brochures as per following format:</p> <p>a. Proposed System Weight: 40 to 60 KG</p>		
DETAILS OF STORE			
1.	OXYGEN CANDLES MPOG (Qty-400)		
a.	Purity of Oxygen : > 98%		
b.	Qty of Oxygen Released : > 2000 liters per candle		
c.	Dimension : < 400x 140x 140 mm		
d.	Duration of Oxygen released : 30 min approx		
e.	Weight (kg) : 12.2 Kg		
f.	Shelf life : 10 years		
g.	Time of Combustion : Not Less Than 28min		
h.	Candle Temperature at burning : 400 - 500°C		
j.	Carbon Monoxide Content : Less than 100PPM		
k.	Carbon Content : Less than 1%		
l.	Chlorine Content : Less than 10PPM		
m.	Sodium Chloride Content : Less than 0.1%		
2.	The equipment shall be recently manufactured/ fresh batch, OEM certified and may not be older than 01 year at the time of delivery.		



GENERAL TERMS & CONDITIONS

S No	SPECIAL INSTRUCTIONS/REQUIREMENTS	FIRM'S Reply (Complied/Parti ally Complied / Not Complied	FIRM'S REPLY/ REMARKS
Note	<p>SCOPE OF SUPPLY/ WORK</p> <p>The Supplier undertakes to deliver NA Stores including Supplies to the Purchaser on FOB basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent.</p> <p>The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, provide the NA Stores and supply the Services within the date(s) specified in the Project Time Schedule.</p>		
1.	ORIGIN OF OEM: Imported (other than Indian and Israel) with OEM CoC.		
2.	ACCEPTABLE MAKE: M/s SUPCA France, M/s MOLECULAR, UK, or Equivalent		
3.	<p>COMPLETE DESCRIPTION/RELEVANT INFORMATION (PPRA RULE 10)</p> <p>OXYGEN CANDLES OXYGEN CANDLES MPOG (Qty-400)</p>		
4.	<p>DELIVERY SCHEDULE</p> <p>a. Within 12 months after signing of contract, on FOB.</p> <p>b. Part delivery is not allowed.</p>		
5.	<p>Payment Schedule</p> <p>a. As per DPP&I-35(Revised-2019) or as decided by DP (N).</p> <p>b. 60% payment on completion of following:</p> <p>(1). Delivery at Karachi alongwith tools/stores.</p> <p>(2). Joint Inspection.</p> <p>(3). Provision of documents/Bill of landing.</p> <p>c. 40% payment on completion of following:</p> <p>(a). Issuance of acceptance certificate.</p> <p>(b). Issuance of CRV by consignee</p>		
6.	<p>WARRANTY / GUARANTEE</p> <p>a. Supplier is to guarantee that product is as per specs of the contract.</p> <p>b. Complete equipment including accessories are to be warranted by the supplier for a period of 01 year, for all defects from the date of final acceptance by PN.</p> <p>c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are not procured directly from OEM or his authorized dealer/agent/stockiest, will not be acceptable.</p> <p>d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.</p> <p>e. Post delivery, the supplier will replace DDP at consignee's warehouse without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/ damaged or not within the limits and tolerances of specifications, on in any way not in accordance with the terms of the contract at the time of Joint Inspection.</p> <p>f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN.</p>		
7.	<p>ACCEPTANCE CRITERIA Inspection / acceptance of store will be made by NAI0(A) rep on the basis of specification, description nomenclature and physical condition of Ammo etc. Furthermore, firing trials/proving of Ammo to be undertaken in the presence of PN team at firm premises prior delivery of store.</p>		



8.	INSPECTION NAI0 (A) Reps within one month, upon receipt of store at PNAD.		
9.	CERTIFICATE OF CONFORMANCE BY OEM: Firm/supplier shall provide correct and valid e-mail and fax No to ECA/CINA and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to ECA/CINA or is to be e-mailed to ECA/CINA under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, ECA/CINA shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM Conformance Certificate will be black listed. OEM's CoC must have following information: a. Part/Pattern No. of Equipment. b. Date / Period of Manufacturing. c. S. No/Batch No/Lot No should be embossed / engraved on the equipment. d. OEM test certificates/FATs/Certification/approval as applicable.		
10.	PERFORMANCE BANK GUARANTEE To ensure timely and correct supply of stores, the firm will furnish an irrevocable and un-conditional performance BG within 30 days of signing of contract in the same currency as that of the contract from a scheduled bank of Pakistan for an amount equal to 10% of the total value of the Contract (on a Judicial Stamp Paper) of appropriate value as per prescribed format. <i>It shall remain in force till 60 days beyond the completion of warranty period.</i>		
11.	BUY BACK The Seller will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Buyer, within 05 years from the final acceptance of the equipment/system.		
12.	LIQUIDATED DAMAGES Delay in the supply of stores for first schedule/supply order upto 21 days and for subsequent schedule/ supply order upto 15 days will be regarded as grace period available to the supplier and the delivery date will be considered to have been automatically extended upto that limit without issuance of any formal amendment. For delays beyond 21 days and incase of subsequent schedule/ supply orders for delays beyond 15 days, formal amendment to the DP will be required. For purposes of imposing LD, if and when imposed, graced period will be inclusive i.e LD will be calculated from the original delivery date and not from the expiry of the grace period. LD will be recovered at the rate of upto 2% but not less than 1% of the value of stores supplied late per month or a part of a month for the period exceeding the original DP. The supplier will not be entitled to any reimbursement of any additional taxes, excise duty, sales tax, etc imposed by the Govt which becomes effective during the grace period and extensions in DP. LD thus imposed will not exceed 10% of the total value excluding taxes/duties, freight, KPT, insurance charges of the stores delivered late.		
13.	ADDITIONAL PURCHASE Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the equipment at the cost by calculating inflation rate/appreciation or depreciation rate announced by Government of Supplier's country. The Supplier may however sell stores at a lower cost.		
14.	OBTAINING LICENSE It is responsibility of supplier to obtain license/permits etc (if any) in the supplier's country. Failure to obtain the same shall not constitute grounds for "Force Majeure".		
15.	COMPENSATION ON BREACH OF CONTRACT If the Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.		
16.	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 manufacturer of the stores. or to any press or agency not		



authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. In this regard "Non Disclosure Agreement (NDA)" as per format at Appendix I is to be signed by the firm at the time of signing of contract. In this regard "Non Disclosure Agreement (NDA)" as per format at Appendix- I is to be signed by the firm at the time of signing of contract.

17. **INDEMNITY:** The Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.

18. **SUBLETTING:** The supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.

19. **CORRESPONDENCE** All correspondence shall be addressed to the purchaser under intimation to consignee. Correspondence pertaining to payment and issue of Delivery receipt may be addressed to CMA (DP) Rawalpindi and the consignee respectively alongwith copy endorsed to the purchaser i.e DP(N).

20. **RISK PURCHASE** In the event of failure on the part of supplier to comply with the contractual obligations, the contract will be cancelled at the risk and expense of the supplier in accordance with DPP-I-35.

21. **FORCE MAJEURE**
 a. The parties will not be held responsible for any non- fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Prohibitive measures of Governments (Prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties and any events or circumstances on which the Parties has no control.

b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties.

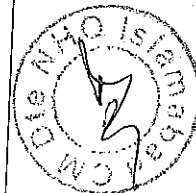
c. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party of such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation or estimate of their probable impact upon performance of obligations under the Contract, as well as the time required for such performance.

d. Upon termination of the above-mentioned circumstances, the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.

e. Within reasonable time, the party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.

f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration of such circumstances and consequences thereof.

g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6



	<p>(six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other Party (Seller).</p> <p>h. The Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of a force-majeure event.</p>		
22.	<p>PRICE VARIATION Prices in the schedule of stores of the contract are firm and final. The stores must be of brand new manufacture.</p>		
23.	<p>PENALTY The Seller before making the shipment will carry out complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/trials, the buyer has the right to out rightly reject the equipment of impose penalty at the rate of 2-5% of the value of the relevant equipment/items. The penalty shall not absolve the seller to undertake the repairs in Pakistan or on board at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/guarantee obligations on Form DPL-15.</p>		
24.	<p>DISCREPANCY The consignee will render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost of DDP Consignee's warehouse within 30 days.</p>		
25.	<p>ARBITRATION Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:</p> <p>a. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws.</p> <p>b. The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine.</p> <p>c. The arbitration award shall be firm and final and binding on both the parties to the contract.</p> <p>d. In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration.</p> <p>e. All proceedings under this clause shall be conducted in English language and in writing.</p>		
26.	<p>AMENDMENT IN THE CONTRACT Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties.</p>		
27.	<p>TERMINATION OF CONTRACT</p> <p>a. If at any time during the currency of the contract Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.</p> <p>b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either to have any part thereof completed and take the delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such a case materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser.</p> <p>c. No payment shall however be made for any materials not yet in the</p>		



	actual process of manufacturing on the date notice of cancellation is received.		
	d. Should the Supplier fail to deliver goods/services in time as per 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 at the risk and expense (RE) of the Supplier.		
28.	END USER CERTIFICATE (EUC) End User Certificate for OEM/Supplier to export the system to Pakistan shall be provided by Purchaser within 30 days after signature of contract by both the parties (if required by Supplier).		
29.	CONSIGNEE: CO PNAD Hub River Road Karachi (Phone No 021-48509541) C/o CO EHQ(N) & PDD at NSSD Area Karachi		
30.	PACKING OF STORES: a. Naval Armament Store is required to be sealed packing against any ingress of atmospheric moisture i.e, self sealed packed in suitable hermetically sealed container. b. Marked with explosive contents and hazard classification code on outer packing.		
31.	Integrity Pact: This contract exceeding the price limit is required to be supported by integrity pact which is to be signed by Supplier and Purchaser at the time of signing of contract. In this regard '(Integrity Pact)' as per format at Appendix II is to be signed by the firm at the time of signing of contract.		
32.	COURT OF JURISDICTION: All disputes arising in connection with this contract shall be sorted out through mutual discussions. Unsettled issues may however be dealt with under the laws of Pakistan. The Courts at Rawalpindi/Islamabad shall the Courts of Jurisdiction for any dispute relating to this contract for adjudication.		

UNDERTAKING /NON DISCLOSURE CERTIFICATE

1. I _____
(Name & Appointment)

on behalf of _____

(With address and Telephone number)

2. Do hereby submit an undertaking to abide by the provision of Official Secrets Act 1923 and conditions hereinafter contained. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate ceasing of further interaction and meetings:

Sig _____
Status / Appointment _____
Place _____
Date _____

1. Signature of Witness _____
Name (in block capital) _____
CNIC No _____
(please attach photocopy)
Address _____

Seal & Date

2. Signature of Witness _____
Name (in block capital) _____
CNIC No _____
(please attach photocopy)
Address _____

Seal & Date



APPENDIX -II TO
ANNEX-B TO
INDENT NO.
DATED

INTEGRITY PACT

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

Contract No.& Date
Contract Value.
Contract Title.

1. [The Supplier] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligations or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
2. Without limiting the generality of the foregoing, the Supplier 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 including 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.
3. [The Supplier] certifies that it has made and shall 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 shall not take any action to circumvent the above declaration, representation or warranty.
4. [The Supplier] 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.
5. Notwithstanding any rights and remedies exercised by GoP in this regards, [the 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 [the Supplier] as aforesaid for the purpose of obtaining or including the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP. _____



[The Purchaser]

[The Supplier]

7-5

ANNEX-C

INDENT NO. 2290356

DATED 08 Sep 22

INFORMATION/ BASELINE DATA TO BE REQUIRED FROM MANUFACTURERS

S No	Description	Remarks
1.	Certificate of Design	
2.	Results from new manufacture proof	
3.	Explosive safety assessment data	
4.	Accelerated ageing trials data and the identification of life terminating process	
5.	Complete Munition and explosive components small-scale test data	
6.	Fatigue test/ assessment data	
7.	Prediction of initial service life	
8.	Manufacturers testing	
9.	Net Explosive quantity	
10.	Environmental Hazard	
11.	Impact and shock	
12.	Accident procedure	Drop, spigot Intrusion, adjacent weapon effects.
13.	Specifications for chemical tests	Misfire, Hang fire

Call to market !!

62827