



**MINISTRY OF DEFENCE THROUGH THE PROJECT DIRECTOR OF ITS  
GREEN – AI PROJECT MANAGEMENT UNIT (“PROCURING AGENCY”)**

**INVITATION TO BIDS  
PROCUREMENT OF MISC ITEMS  
GPSAR (5)-SNS DIV-03/2025**

**FOR**

**PSDP APPROVED PROJECT TITLED “DEVELOPMENT OF ICT AND ARTIFICIAL INTELLIGENCE  
(AI) BASED PRECISION AGRICULTURE SYSTEMS UTILIZING DUAL USE AEROSPACE  
TECHNOLOGIES - GREENAI”**

**Date: 30 April, 2025**

1. GREEN – AI Project Management Unit, (procuring agency, herein after called “GreenAI”) invites sealed bids from authorized distributors/suppliers registered with Income Tax and Sales Tax Department for Procurement of Misc Items in current financial year.
2. The bidding shall be conducted in line with the Single Stage Two Envelope procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders. A complete set of bidding documents, containing detailed terms and conditions are available for the interested bidders at **PMU GreenAI, A3, NASTP, Rawalpindi**. Bidding documents may also be downloaded from PPRA and NASTP websites. Bids received without tender document fee shall not be accepted.
3. The original bid along with one copy, properly filled in, and enclosed in sealed envelope(s) must be delivered to on or before **1430 hrs on 22 May, 2025** at Sensors Division A-3, Old Airport Road, Rawalpindi. Technical Bids will be opened on the **same day at 1500 hrs** in public and in the presence of bidders’ representatives who choose to attend in the opening at the Sensors Division, NASTP- A3, Old Airport Road, Rawalpindi. Date for opening of financial bids will be communicated to technically qualified bidders accordingly. The advertisement along with bidding document is also available on PPRA web address [www.ppra.org.pk](http://www.ppra.org.pk) and <http://nastp.gov.pk>.
4. GreenAI reserves the right to reject any/all bids prior to acceptance of Bids.

**Project Director**  
GreenAI, NASTP  
Alpha-03,  
Old Airport Road, Rawalpindi

## PLEASE READ CAREFULLY

- ☐ Participating bidders are required to submit bids according to instructions mentioned in bidding documents. These bids should meet the requirements / criteria illustrated in bidding documents along with fulfillment of other terms and conditions of tenders.
- ☐ According to rule 31 of Public Procurement Rules, 2004 ("PPR 2004") no bidder is allowed to alter or modify his bids after the bids have been opened. Moreover, as per rule 36 (b)(vi) of PPR 2004 states that no amendment in the technical proposal is permitted during technical evaluation. Therefore, in the light of prevailing Govt. procedures, requests for amendments in quotations and clarifications leading to change of substance of bid after opening of bids cannot be accepted and bids not conforming to tender requirements are liable to be rejected.
- ☐ Participating bidders are therefore requested to read the bidding documents thoroughly and submit their quotes accordingly without any condition in conformance to all tender requirements including Down Payment, Bid validity, provisioning of original quotation from foreign principal, Bank Guarantee confirmation etc., for consideration of bid. Bid found non-conforming to tender requirements is liable to be rejected on tender opening date.
- ☐ Participating firms are requested to provide particulars of their reps on Ph No 051-9529889 & 00923214239352 at least 01 day prior to tender opening date.

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## INVITATION TO TENDER AND GENERAL INSTRUCTIONS TO BIDDERS

### (SINGLE STAGE TWO ENVELOPE BASIS) (DDP INCOTERM IN PAK RUPEES)

1. **Name of Procuring Agency:-** Ministry of Defence through the Project Director of its GreenAI Project Management Unit (Project GreenAI)
2. **The subject of procurement.** Procurement of Misc items
3. **Delivery period.** Stores are required of within minimum possible delivery period but not later than **60 days** after signing of the Letter of Acceptance by the supplier unless otherwise specified for any particular item(s). Offers with minimum delivery period are likely to be preferred. However, delivery period is to be factual as no extension will be subsequently granted except under unavoidable circumstances beyond control of SELLER or under Force Majeure for which intimation with full justification / evidences is to be dispatched well in advance for consideration.

**Bid Reference No.** GPSAR (5)-SNS DIV-03/2025

4. **Commencement date for delivery of Goods.** signing of the Letter of Acceptance by the supplier
5. **Financial year for the operations of the procuring agency.** 2024-25
6. **Invitation of Bid.** Project GreenAI invites sealed bids from reputed firms for procurement of spares details in the attached **Schedule to Tender (Form Annexure VIII)**
7. **Last Date & Time of Submission of Bid.** 1430 hrs on 22 May, 2025
8. **Bid Opening Date & Time.** 1500 hrs on 22 May, 2025
9. **Bid Opening Address.** NASTP, Alpha 03, Old Airport Road, Nur Khan Base Rawalpindi.
10. **Delivery of Tender Documents.** The procuring agency is adopting a 'single stage-two envelope' bid procedure as specified in rule 36(b) of PPRA 2004. The details are as follows:-

(a) **Technical Offer.** It shall contain all relevant specifications along with essential literature / brochure in **duplicate** in a separate envelope and clearly marked "**Technical Offer without prices**", tender number and date of opening. Partial bid is not accepted for Kit No 1 & 2. **Bid Security** shall be in a separate sealed envelope clearly marked **Bid Security** and Tender Number.

(b) **Commercial Offer.** It shall contain Financial Proposal Form **Annexure 'II'** filled and duly signed in a separate sealed envelope clearly marked on the face "**Financial Proposal with prices**", tender number.

(c) Both the "**Envelops**" of Technical and Commercial offers should be enclosed in one cover, properly sealed and bear the address of Procuring Agency with tender number and opening date.

(d) The procuring agency reserves the right to verify the letters, documents or information provided by any bidder from issuing parties and may (together with its advisers) visit and hold meetings with them which shall be facilitated by the bidder.

Furthermore, failure to provide the Financial Proposal in the form required under this RFP document may also result in disqualification of the Bid.

(e) **Annexure V & VI** duly filled-in are to be returned with the offer duly signed by the authorized signatory person of bidding firm.

11. **Single/Multiple Offers.** Only one offer can be made in relevant currency for same item. Multiple rates, if quoted, will be rejected. Multiple quotations against the tender will also be rejected.

12. **Bidding Clarifications to Tender:** - In Case any clarification is required regarding tender, firm may contact on following address however, queries in regards to the tender shall only be entertained till one week prior to the deadline for submission of tenders.

Technical Clarification: - Tech Coord Officer, Sensors Div, NASTP

Bidding / Contracting Procedure: - SM Supply Chain Management, GreenAI

13. **Pre-Bid Meeting.** A pre bid meeting may be held before 7 days of final date of opening tender, if required.

14. **Language.** The English text of the Contract shall be treated as the authentic text for all purposes including interpretation.

15. **Bids Evaluation Documents.** The committee will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The committee will evaluate and compare the bids which have been determined to be substantially responsive. If a bid is not substantially responsive, it will be rejected by the committee and may not subsequently be made responsive by the Bidder by correction of the nonconformity. First of all, Qualification of the Bidder will be determined on the parameters listed below and after that Technical and Financial Evaluation (on the below mentioned criteria) will be completed.: -

(a) Photo copies of National Tax number (NTN) and Sales Tax registration certificate. Foreign firms are required to provide copy of the company's valid Tax Compliance certificate issued by Revenue Authority of the domiciled country, valid as at the tender closing date.

(b) Proof of Income Tax status in ATL is "Active" and GST status "Operative" issued by Tax Authorities.

(c) A copy of letter showing firm's financial capability. Bank statement for last 06 Months and other details to ascertain financial capability of firm.

(d) List of major clients and references (complete with names of contact persons, address and telephone numbers) of which the company has supplied similar items in the last 05 years. Number of years in the business or dealing in similar items may also be mentioned.

(e) Firm/Supplier name, complete address, contact numbers, and email addresses.

(f) Undertaking on Legal Paper that their firm/company and their proprietors/directors have not been in litigation/blacklisted by any Govt./Semi-Govt./Autonomous body.

(g) Any other document if required during procurement proceedings according to

Rule 17 of PPRA rules 2004.

(h) In case of foreign supplier photocopy of resident card, passport or equivalent identification card of person signing the tender is to be provided along with 02 passport size photographs.

(i) Compliance with Schedule of Requirements **(Annex VIII)**

(j) Submission of required amount of Bid Security with Financial Bid

(k) Manufacturer's Standard Warranty with One (01) year onsite warranty including parts and labour

(l) Original Bidding Documents Duly Signed/Stamped **(Yes/No)**

(m) All documents are properly Tagged/labelled **(Yes/No)**

**16. Qualification and Evaluation Criteria. The evaluation of bid will be carried out as per following, in case of non-compliance bid may be rejected: -**

(a) The procuring agency intends to exercise the most advantageous bid in conformance with PPR 2004.

(b) The Bid shall comprise a single package containing two (02) separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal.

(c) The envelopes shall be marked clearly as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.

(d) **Technical Evaluation Criteria.** Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.

(e) Detailed Technical Evaluation will be done for Bidders who qualify the preliminary Evaluation/Eligibility criterion mentioned above. During the evaluation, the Technical Committee will verify the compliance with Technical specifications. The eligible firms/bidders may be asked to give presentation of proposal on power point (soft copy)/proof of concept on their solution.

(f) Compliance with Technical Specifications & Scope of Work

(g) TECHNICAL PROPOSAL should consist of Technical Brochures/Data Sheets for the Hardware and Licensed Software

(h) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.

(i) Procuring agency shall evaluate the technical proposal, without reference to the price and reject any proposal which does not conform to the specified requirements.

(j) During the technical evaluation no amendments in the technical proposal shall be permitted, however, purchaser can seek clarification of submitted bids.

(k) Financial bids of only the technically qualified bidders shall be opened.

(j) The bid sum as submitted and read out during financial bid opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity except that if the Bid is substantially

responsive, the procuring agency shall handle only the undermentioned errors on the following basis:

- i. Bidders shall be notified of any correctable error detected in their bid during the notification of award.
- ii. Any arithmetic errors in the submitted bid arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be rectified on the following basis:
  - A. If there is a discrepancy between words and figures, the lowest amount, either in words or figures, shall be considered.
  - B. If there is discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, or between sub- total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected.
  - C. In case of discrepancy between sub-total price obtained by adding various prices in the schedule and the sub-total price indicated for that particular schedule, the sub-total obtained by addition of various arithmetically corrected prices would be considered for evaluation
  - D. In case of any discrepancy in the applicable rates or calculation of applicable taxes discussed, agreed and added to the contract amount in separate lines, as needed, corrections in item and subtotal prices may be allowed as per applicable Govt rates / rules.
  - E. The procuring agency shall be entitled to award the contract to the most advantageous bidder after applying permissible arithmetic / tax corrections in the bid proposal sheets. If the bidder does not accept the correction of the errors as above, his bid will be rejected.
- (k) Work will be awarded to the bidder offering most advantageous bid evaluated as the highest ranked bid based on cost and quality.
- (l) Prior to the expiration of the period of bid validity, procuring agency will notify the successful bidder in writing of its intent to award the contract. The contract will be executed subject to satisfactory discussion of the terms and conditions of the contract. The discussion shall be in accordance with PPR 2004 of Pakistan. The form of contract is attached as **[Annexure 'XV']**.

17. **Quoting of Prices.** Prices are to be quoted as follows: -

- (a) **DDP** price of the stores (Line Item Wise) in **Pak Rupees Only inclusive of all applicable taxes, duties, levies and charges.**
- (b) Percentage of agent commission (on Ex-Factory price) is to be inclusive of quoted price, if applicable. Principal must indicate if agent commission is not applicable.
- (c) The prices must be stated for each item separately both in figures and words. Additional information if any must be linked with entries on the Schedule to Tender **(Annexure-VIII)**.
- (d) The price shall be fixed.
- (e) For the purposes of comparison of bids quoted in different currencies, the



price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

(f) Principal is to endorse following certificate on the original quotation:-

“Certified that stores offered are factory new and from latest production and prices quoted are not more than the international market prices and also not more than those being charged from other buyers”.

(g) Shelf / installation life of each item (if applicable) is to be mentioned separately.

(h) **Transportation.** Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading / unloading.

(i) **Custom Clearance.** Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.

18. **Bid Validity Period.** The Bid Validity period shall be **60** days from the date of opening of financial bid.

19. **Bid Security.** Bid security amounting to Pakistani Rupees **100,000/-** will be submitted in the of pay order / demand draft / Bank Guarantee (specimen attached as Annex 'IX') / Bid Bond (specimen attached as Annex 'X') in favor of **“Project Director GreenAI, Alpha 03, Old Airport Road, NASTP, Rawalpindi”**. Bid security shall be attached with the technical proposal otherwise proposal will not be accepted.

(a) Bids without required Bid security will be rejected without any right of appeal.

(b) The bid security shall be forfeited in case of occurrence of any one of the following:

(i) If a bidder withdraws its bid during the period of bid validity specified in this RFP document; or

(ii) In the case of successful bidder, if it fails:

A. To furnish performance guarantee in accordance with the RFP document; and

B. To sign the contract.

(c) Bid security of unsuccessful bidders will be returned upon the award of contract to successful bidder, and after furnishing of the performance guarantee.

20. **Condition Governing Contracts.** The “Contract” made as a result of this Tender Inquiry shall mean the agreement entered into between the parties i.e. the “Purchaser” (Project GreenAI) and the “Seller” (M/s -----) in accordance with the law of Contract Act, 1872 and those contained in Project GreenAI purchase procedures and other special conditions that may be added to give contract for the supply of Project GreenAI stores specified therein.

21. **Date & Time for Receipt of Tender.** The tender must reach Project GreenAI by the date and time specified in the **Schedule to Tender**. Tenders received after the prescribed date and time will, NOT be entertained. The appointed time will, however fall on next working

day in case of closed/forced holiday. Telegraphed / Faxed / Telexed bids will be rejected unless specifically asked for. Tender can also be sent through mail courier. However, to avoid misplacement of the quotations, all firms are required to intimate this office **via email** [info.radar@nastp.gov.pk](mailto:info.radar@nastp.gov.pk) regarding dispatch of their quotation through courier giving details of the courier through email, so that courier service may be tracked to ensure your participation in the competition. In case tender is dispatched by courier then same should reach Project GreenAI at least 01 day prior to tender opening date. You or your representative may also attend the proceeding (Name / Designation of attendees" along with copy of CNIC will be required 01 working day prior to tender opening date for arranging their entry).

22. **Tender Opening.** Technical offer i.e. without prices will be opened on the date and time mentioned at Claus 9 of tender in the presence of bidders" representatives who choose to attend. The bidders" representatives who are present shall sign a tender opening register / form evidencing their attendance. However, time and date for opening of Commercial offers of all those firms whose technical offers are accepted will be intimated later. Commercial offers of firms, which are not technically accepted will be returned to the firms un-opened. No unauthorized person will be allowed to attend the financial bid opening other than technically qualified bidders.

23. **Rights Reserved.** Project GreenAI reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award as per rule 33 of PPRA 2004 without thereby incurring any liability to the affected Bidder. Moreover, past performance of the firms may also be considered.

24. **Addition and Deletion of Store.** The purchaser has the right to increase or decrease the quantity of any item and cancellation of the contract without any financial repercussion on either side without assigning any reason within 07 working days of signing the contract. Such information will be passed on to the supplier / seller through the fastest means e.g. telephone, telegram or fax etc.

25. **Technical Literature, Specifications and Interchangeability.** Offers are to be submitted in duplicate supported by brochures and technical literature in original. Offers must conform to tender specifications. A certificate of complete interchangeability must be endorsed on the quotation for all substitute or in-lieu items, otherwise the same are likely to be rejected. A copy of relevant page of publication must be attached to prove correctness of offered / interchangeable / in-lieu item. Prices of master, substitute and in-lieu items must be quoted separately. For any query regarding technical issues, firms may contact [051-9529889, 0321-4239352] or email:- [info.radar@nastp.gov.pk](mailto:info.radar@nastp.gov.pk)

26. **Deviation from Specifications.** Stores received at consignee, if found not conforming to the contract specifications will be rejected and replacement in accordance with contractual specifications against rejected stores would be provided to consignee as per delivery schedule laid down in the contract. The replacement will be provided without any additional cost. In case stores are rejected after delivery schedule of the contract, replacement is to be provided (within 10 working days) or by the date advised by Project GreenAI.

27. **Restriction of Export / Import License.** Offer subject to restriction of Import/Export License will not be entertained.

28. **Application of Official Secrets Act 1923.** All matters connected with this inquiry and subsequent actions arising thereafter fall within the scope of the Pakistan Official Secrets Act 1923 which forbids providing contractual information to un-authorized / un-concerned person / organization. It is therefore, requested to ensure complete secrecy regarding documents

and stores concerned with the inquiry to limit the number of employees having accesses to this information.

**29. Disqualification.** Offers may be rejected if:-

- (a) There is a deviation from any instruction described in this invitation to tender.
- (b) Offers are found conditional or incomplete in any respect.
- (c) Multiple quotations against the tender.
- (d) Multiple rates are quoted against one item.
- (e) Manufacturer relevant brochure is not attached (in case of equipment or major assemblies of equipment).
- (f) All Annexures are duly filled – in and signed by the Bidders are not received with the offer.
- (g) Offer received later than appointed date and time.
- (h) Tender specification (technical) if not conforming to the offer. In case of equipment/ major assemblies manufacturer's brochures shows specifications different from those given in tender.
- (i) Offer subject to restriction of Export License.
- (k) Over writing / erasing in prices.
- (l) Change in prices by the supplier after opening of commercial offers unless asked by GreenAI.
- (m) Validity of offer is not quoted as required in IT or made subject to confirmation later.
- (n) Bid Security not provided.
- (p) Offer with Prior sale condition.

**30. Payment.** For payment of goods / services supplied / rendered following procedure will be adopted:-

**31.1 Submission / Payment of Bills**

**31.2 No advance payments will be made**

- 31.3 (a)-** Payment for the supply of goods of the itemized amounts thereof, after deduction of the applicable taxes and duties, shall be made within thirty (30) days **with 15 days of grace period** upon receipt of error free invoice. The invoice, in favour of "Project GreenAI" shall be submitted to the purchaser.
- (b) Firm is to present a Sales Tax invoice (where applicable) / numbered bill for the amount agreed upon for the goods / services provided.
  - (c) Income Tax on the amount of bill will be deducted at source.

**31. Sequence of Quotation.** Quotation must be prepared according to the item serial No sequence of Schedule to Tender (Annexure "VIII").

**32. Warranty / Guarantee of Store.** Warranty / guarantee for a period of **one year** be applicable for stores commencing from acceptance of store at consignee.

**33. Country of Origin and Mode of Shipment.** Following details must be provided in

your offer / quotation and Performa invoice: -

- (a) Country of origin, place of manufacture of store and beneficiary should be mentioned.
- (b) Name of port where from the store will be shipped. Mode of shipment is to be by air sea and road. However, preference will be given to **by air shipment**.

34. **Integrity Pact.** For all procurements exceeding Rs. 10.00 million, it is mandatory for the Supplier to submit, an Integrity Pact at the time of contract as per clause 7 of PPRA Rules-2004.

35. **Performance Security.** The Performance Security shall be of an amount equal to Five percent (**05 %**) of the Contract Price in the currency of the Contract at the option of the bidder, in the form of unconditional and irrevocable **Performance Bank Guarantee** from any Scheduled Bank in Pakistan or Cash Deposit Receipt (**CDR**). In Case of CDR, upon receipt the same will be encashed by crediting into the bank account of "Project Director GreenAI, Alpha 03, Old Airport Road, NASTP, Rawalpindi.

36. and returned to vendor upon successful completion of performance period after receipt of request from seller/ vendor duly endorsed by respective procuring agency of purchaser through crossed cheque/Bank Draft/ Pay Order/ direct bank transfer etc. The said security shall be furnished by the successful bidder within thirty (30) days of signing of the contract in favour of "Project Director GreenAI, Alpha 03, Old Airport Road, NASTP, Rawalpindi.

37. **End User Certificate (EUC).** EUC if required at any stage may be mentioned in the quotation.

38. **Withdrawal of Offer.** If the firm withdraws its offer or backs out from providing items won by the firm within validity period at any stage of contract finalization, the Competent Authority may place such firm under Embargo for a period of six months, which may extend upto one year / forfeit the earnest money.

39. **Litigation.** In case of any dispute only Court of Jurisdiction at Islamabad Pakistan will have the Jurisdiction to decide the matter.

40. **Force Majeure.** "Force Majeure" means an exceptional event or circumstance, which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

(a) The Supplier shall, within fifteen (15) days of its commencement, notify the Purchaser of any such event, act or circumstance which is relied upon by the Supplier for its inability to comply with its obligation. The Purchaser shall have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event, act or circumstance. Non-availability of raw material for the manufacture of the Goods or export permit for the export of the Goods from the country of its origin shall not constitute "Force Majeure."

(b) If by reason of "Force Majeure" the Goods are not delivered by the due date, then the Delivery Period may be extended appropriately for the purpose, provided the said Goods shall be ready to be delivered within one (1) month of the stipulated delivery date. If the said Goods are not ready to be delivered after the lapse of one (1) month as aforementioned, then the Purchaser shall have the right to cancel the Contract by informing the Supplier of the cancellation in writing. This, however, will not apply to

consignments of Goods already accepted and delivered according to the terms of the Contract. The Supplier shall not be entitled to any compensation whatsoever as a result of this cancellation.

41. **Arbitration.** All matters of dispute or difference, except regarding rejection of stores / Services by the inspector and or cancellation of the contract by the Purchaser arising out of this contract between the parties hereto, shall be settled by mutual agreement, failing which they shall refer for Arbitration to a final settlement by an Arbitration Tribunal, in Pakistan.

(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 of Pakistan will be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law & Arbitration Act, 1940. Arbitration award will be firmed and final and un- challengeable in any court of law.

42. **Risk Purchase.** In the event of failure on the part of the Seller to comply with the contractual obligations, the contract is liable to be cancelled at his risk and expense in accordance with General Condition Governing Contracts.

43. **Termination of contract.** If at any time during the currency of the Contract, the Purchaser decides to terminate the Contract for any reason whatsoever (other than for reason of failure to Deliver the Goods), it shall have the right to do so by giving the Supplier a notice to that effect. In that event, the Purchaser will accept delivery, at the itemized price and terms, of such of the Goods then in the actual possession of the Purchaser.

(a) In the case of remainder of the undelivered Goods, the Purchaser may select either:

(i) To have any part thereof completed and take the delivery thereof at the itemized prices, or

(ii) To cancel the residue and pay to the Supplier for the Goods or components thereof in the actual possession of Supplier at the prices to be determined by the Purchaser in which case Goods in the possession of Supplier shall be delivered by the Supplier.

(b) No payment shall, however, be made for any Goods not yet in the actual possession of Supplier on the date notice of termination is received.

(c) In the event of the supplier refusing to carry out the work, or leaving incomplete, at any time or after the commencement of supply/installation, the supplier shall pay as compensation an amount equal to, ten percent or such smaller amount as the authority at NASTP (whose decision in writing shall be final) may decide, on the amount of the estimated cost of the whole work as shown in the BOQ, by notice in writing, rescind the contract in which case the whole of the performance security deposit of the Supplier (whether paid in one sum or deducted by installments) shall stand forfeited and be absolutely at disposal of NASTP and the same consequences shall ensure as if the contract has been rescinded under Clause 43 hereof.

44. **Late Delivery.** The Supplier shall Deliver the Goods to the Purchaser within the time frame specified in the Contract. If failure to Deliver the Goods within the specified time frame,

shall not have arisen because of "Force Majeure", the Purchaser shall be entitled at its option:

- (a) To cancel the Contract and forfeit the Performance Guarantee; or
- (b) To withhold any payment due to the Supplier until all the Goods have been Delivered and directly deduct or recover, where considered necessary, as liquidated damages the sum up to 2% of the itemized prices of the un-Delivered Goods for each and every month, or part thereof thereafter, beyond the specified dates of Delivery during which these may not be delivered, subject to a maximum of 10% of the total Contract Price of the Goods; or
- (c) To repurchase from elsewhere, at the risk and expense of the Supplier, other goods of the same or similar description as it thinks fit to make good this default to the extent necessary, by canceling the Contract, either wholly or for the un-Delivered balance and with or without intimation to the Supplier who shall be liable for any loss which the Purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.
- (d) The Goods shall be deemed to have been delivered when repurchased Goods are delivered to the Purchaser.

45. **Authority to Sign Documents.** Tender must be accompanied by Letter of Authorization to sign the Tender on behalf of the Bidder. Bidder must prove that the person who signs this Tender is fully authorized to bind his establishment / company. Such proof shall be in the form of clear official documents fully legalized by designated authorities in respective countries.

46. **Bid Discount.** The bidder may offer unconditional discount, in percentage of their quoted price or bids, **before** opening of the financial proposal. The discounted bid price shall be considered as original bid for evaluation being an integral part of the bid. No offer of discount shall be considered after the financial bid is opened.

47. **Forms.** Following annexures are required to filled and signed on company letter head / stamp paper as applicable and required to be submitted with the bid documents: -

Annexure-I	:	Letter of Bid – Technical Proposal
Annexure-II	:	Letter of Bid – Financial Proposal
Annexure-III	:	Bidder Information Form
Annexure-IV	:	Bidder's JV Members Information Form
Annexure-V	:	Undertaking of prices
Annexure-VI	:	Special Instructions
Annexure-VII	:	Format of Affidavit
Annexure-VIII	:	Schedule of Store
Annexure-IX	:	Form of Bid Security (Bank Guarantee)
Annexure-X	:	Form of Bid Security (Bid Bond)
Annexure-XI	:	Form of Bid Securing Declaration
Annexure-XII	:	Questionnaire to be filled in by bidder
Annexure-XIII	:	Non-Disclosure Agreement
Annexure-XIV	:	Form of Contract

48. **Bidding Submission Address: -**

Technical Coordination Officer, Sensor Division, A-3, NASTP Alpha, Old Airport Road Rawalpindi

49. **Review of Procurement Decisions**

(a) Project GreenAI

(b) The Address of PPRA to submit a copy of grievance: -

Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority  
1st Floor, G-5/2, Islamabad, Pakistan, Tel: +92-51-9202254

Yours sincerely,

**Date :** April, 2025

**Project Director**  
Project GreenAI,  
NASTP Alpha-03,  
Old Airport Road, Rawalpindi

## Annexure "I"

## LETTER OF BID – TECHNICAL PROPOSAL

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of Bidding process]*

**Request for Bid No.:** *[insert identification]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]* To:

***[insert complete name of Procuring Agency]***

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (**ITB 9**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with **ITB 4**;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 19** from the date fixed for the Bid submission deadline specified in **BDS 9**, and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance



security in accordance with the bidding document;

- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Bidder:** *\*[insert complete name of Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.*

*\*\*.: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.*

## Annexure "II"

**LETTER OF BID - FINANCIAL PROPOSAL**

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

*Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".*

*The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**No.:** *[insert number of bidding process]*

**Name of Project.:** *[insert identification]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]*

**To:** *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 19** from the date fixed for the bid submission deadline specified in **BDS 9**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid is Rs (without GST is ), excluding any discounts. Details are as follows: -

**Format –I (Use this for Kit No 1 to 9)**

Kit S No	Item S No	Part No	Noun	QTY	Unit Price	Total Price
1	1	xx	xx	2	200.00	400.00
	2	xx	xx	2	200.00	400.00
	3	xx	xx	2	200.00	400.00
	4	xx	xx	2	200.00	400.00
<b>Total (Kit No 1)</b>						<b>1600.00</b>
<b>Applicable GST</b>						288.00
<b>G Total</b>						1888.00

**Format –II (Use this for Kit No 10, 11 & 12)**

Kit S No	Item S No	Part No	Noun	QTY	Unit Price	Total Price	Applicable GST	G Total
-	1	xx	xx	2	200.00	400.00	72.00	472.00
	2	xx	xx	2	200.00	400.00	72.00	472.00
	3	xx	xx	2	200.00	400.00	72.00	472.00
	4	xx	xx	2	200.00	400.00	72.00	472.00

- (c) Pls use this format for preparation of bid.
- (d) As the equipment is ICT, please clearly mention the GST rate as per Govt approved rates of each item.
- (e) **The Financial Evaluation of Kit items will be carried out on complete quote of respective kit.**
- (c) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** **\*\***  
*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.*

*\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.*

## Annexure "III"

**BIDDER INFORMATION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page\_\_\_\_\_of\_\_\_\_\_pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name:  <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Annexure "IV"

**BIDDER'S JV MEMBERS INFORMATION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Annexure “V”****UNDER TAKING FOR PRICES  
(Fill in and Return)**

To,

*[Insert Details]*

Dear Sir,

I/We hereby offer to supply to Project GreenAI the stores detailed in the Schedule to Tender as you may specify in the contract at the prices given in **Annexure ‘F’** and further agree that this offer will remain valid up to \_\_\_\_\_ and will not be withdrawn or altered in terms of rates quoted and the condition stated therein on or before this date. I/We shall be bound by your communication of acceptance to be dispatched within the prescribed time.

I/We understood the instructions to Tenders and condition of contract as laid down in IT form and thoroughly examine specification / drawing and / or patterns quoted in the Schedule to Tender and am/are fully aware to the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

**Witness’s Signature:**

Name:  
N.I.C No.  
Address:  
Date:

**Signature of Bidder:**

Name:  
N.I.C No.  
Capacity in which Signing:  
Address:  
Date:  
Tel: Telex/Fax

**Annexure “VI”****SPECIAL INSTRUCTIONS**

Under mentioned information must be provided along with quotation else your quotation will be rejected: -

<b>S No</b>	<b>Description / Requirement</b>	<b>Remarks / Attached</b>
1.	Delivery Period	
2.	Quotation Validity Period	
3.	Country Of Origin	
4.	Port of Shipment	
5.	Terms of Payment (As per Para 18 of IT)	
6.	Warranty / Guarantee period offered by Firm	
7.	Beneficiary Details (Completed address along with contact No)	
8.	Complete Bank address and Account Details For Payment / Letter of Credit	
9.	Previous Experience (Nature of Business and No of Years in Business)	
11.	Signing Authority (Name, Designation, Contact Details)	
12.	Address of local firm along with contact No, email etc	
13.	Manufacturer and Brand Name (If applicable)	



## Annexure “VII”

**FORMAT OF AFFIDAVIT / UNDERTAKING**

**Bidder must submit following undertaking (on stamp paper of Rs.100), failing which the bid shall be rejected:**

- (a) I, Mr. .... S/o..... holding CNIC # ..... from M/s ..... Having Its business office at ....., do hereby solemnly affirm and declare as under;
- (b) That M/s ..... is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- (c) We also confirm that our firm has not been black listed by any National/International organization or forum and is entitled to carry out its business activities to the standard business ethics.
- (d) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- (e) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

**Note:** In case any bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Stamp: \_\_\_\_\_

## Annexure “VIII”

**SCHEDULE OF STORES : PROCUREMENT OF MISC ITEMS**

1. **Tender Inquiry No** - GPSAR (5)-SNS DIV-01/2025
2. **Tender Submission Time & Date** - on or before 1430 hrs on 22 May, 2025
3. **Tender Opening Time and Date of** - 1500 hrs on 22 May, 2025
4. No further extension in opening date will be granted except extreme circumstances.

**Note:** Firms are requested to read carefully all the paras of bidding document. Moreover, unit price against same unit of issue as mentioned in IT is to be provided.

Kit No	S No	Part Name	Part No.	Unit	Qty
<b>KIT No 1</b>	1	Here 4 GPS RTK	H4G-RTK-1901	EA	2
	2	Here 4 GPS Base Station	H4G-BS-2001	EA	2
<b>KIT No 2</b>	1	UT197PV Professional Multimeter (UNI-T)	UT197PV	EA	1
	2	Clamp Meter UNI-T 208B	UT208B	EA	1
	3	UT685BKIT TCR Cable Tester	UT685B	EA	1
<b>KIT No 3</b>	1	<b>Rugged Tablet M14A</b> Ci7 12th Gen, 14" Screen Windows 11, 1TB+ Storage 64GB RAM, WiFi, Bluetooth, RJ45	M14A	EA	1
<b>KIT No 4</b>	1	Spot Welder	SUNKKO 709A	EA	1

**Notes:-**

1. Quotation must be submitted on “**DDP**” basis only.
2. Payment will be made as per Project GreenAI procedure.
3. All technical publications (wherever applicable) to be provided free of cost.
4. Supplier is responsible for warranty / guarantee of the items for the period mentioned against each item.
5. Price and Part catalogue be provided free of cost.
6. Inspection / acceptance of store as per Project GreenAI Quality Control Department.
7. Detailed Technical Evaluation will be done for Bidders who qualify the preliminary Evaluation/Eligibility criterion mentioned in Para 16 & 17 of bidding document.
8. During the evaluation, the Technical Committee will verify the compliance with Technical specifications
9. **Partial bid against Kit S No 1 & 2 will not accepted.**
10. The Financial Evaluation of Kit items will be carried out on complete quote of respective kit.

## Annexure "IX"

## FORM OF BID SECURITY (BANK GUARANTEE)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**No.:** *[Purchaser to insert reference number for the Request for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]* **Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ( \_\_\_\_\_ ) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

---

*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## Annexure "X"

## FORM OF BID SECURITY (BID BOND)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Procuring Agency]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Procuring Agency]* as Oblige (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*<sup>1</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the supply of *[name of Contract]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

---

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

The Surety hereby agrees that its obligation will remain in full force and effect up to and

including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20 .

Principal: \_\_\_\_\_

Apply Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)

(Printed name and title)

\_\_\_\_\_  
(Signature)

(Printed name and title)

## FORM OF BID-SECURING DECLARATION

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

No.: *[number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

## LETTER OF ACCEPTANCE

[Letter head paper of the Procuring Agency]

[date]

To: [name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 45.1**.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory: Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier



**QUESTIONNAIRE TO BE FILLED IN BY BIDDER**

Firm is required to provide confirmation of following points and in case of any change, same is to be highlighted in remarks column.

S No	Description	Yes / No	Remarks
1.	Whether stores offered conform to the specification and confirmation to this effect has been made in the quotation given in Form Annex “VIII”		
2.	Whether deviation from the demanded specification is attached with Annex “VIII”		
3.	Whether Technical offer has been submitted in <b>duplicate</b> .		
4.	Whether the prices are inclusive of taxes / duties.		
5.	Whether <b>Annexures are (as Applicable)</b> duly filled in and signed by the Bidder have been returned in herewith.		
6.	Whether copy of valid registration / business authorization of firm have been enclosed herewith		
7.	<b>Bid Security</b> is sealed in separate envelope and placed in financial bid envelope.		
8.	Whether details of financial capability (Bank Statement etc.) and financial load of contracts outstanding against your firm have been provided.		
9.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt. are outstanding at the part of vendor / firm.		
10.	Copy of NTN, sales tax certificate <b>OR</b> Equivalent Tax compliance Certificate (for foreign firms) has been attached.		
11.	It is confirmed that firm and their proprietors have not been in litigation / blacklisted by any Govt./Semi-Govt. / Autonomous body		
12.	Valid, original agency agreement / dealership authorization letter has been attached with quotation.		
13.	Unit Price has been provided against same unit of issue as mentioned in it. In case of change in unit of issue, price has been converted as per its unit of issue in a separate column along with conversion formula		
14.	Specimen of End User Certificate has been attached (If required)		
15.	Country of origin has been mentioned.		
16.	All requisite documents as per <b>Para 16</b> of Invitation to tender have been attached.		
17.	5 % Performance Security will be provided within 30 days of signing of contract		
18.	Warranty / Guarantee will be provided for required period		
19.	Letter of Authorization to sign Tender Documents on behalf of firm has been attached.		
20.	Incoterm is as per IT .i.e. DDP / FOR / FCA / FOB etc as mentioned in IT document		
21.	Offer is without any condition		
21.	All terms and conditions mentioned in IT documents are acceptable		

Dated: \_\_\_\_\_

(Signature of Bidder &amp; Stamp)

**[ON RUPEES 200 STAMP PAPER]**

**NON-DISCLOSURE AGREEMENT (NDA) OF  
CONFIDENTIAL INFORMATION**

Except as required to further the relationship between Project GreenAI and M/s xxxxxx or as expressly authorized in writing on behalf of Project GreenAI, M/s xxxxxx, its shareholders/partners, directors, advisors, officers, and employees shall not disclose, provide or share directly or indirectly by any mean (verbal, writing, social media), any Confidential Information (partial or complete) during the period of his/her relationship with Project GreenAI or any time after the termination of such relationship.

Signed  
Purchaser  
Dated

Signed  
Seller  
Dated



**CONTRACT FOR SUPPLY OF GOODS**

CONTRACT No [\_\_\_\_\_]

DATE: [\_\_\_\_\_]

**BETWEEN**

**PROJECT MANAGEMENT UNIT OF MINISTRY OF DEFENCE THROUGH  
ITS PROJECT DIRECTOR, GREENAI**

**AND**

[\_\_\_\_\_]

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Note: -

This Contract contain **30** pages.

## CONTRACT FOR SUPPLY OF GOODS

**THIS CONTRACT FOR SUPPLY OF GOODS** is made at [\_\_\_\_\_], Pakistan on this [\_\_] day of [\_\_\_\_\_] 20[\_\_\_] by and between:

- (1) **Project Management Unit of Ministry of Defence through its Project Director** having its head office at NASTP, Alpha-03 Old Airport Road Rawalpindi, Pakistan, (the “**Purchaser**”, which expression, where the context so permits, shall include its successors in interest and assigns)

### AND

- (2) **M/s xxxxxxxxxxxxxxxxx** a company organized and existing under the laws of the Pakistan with its head office located at Islamabad (the “**Supplier**”, which expression, where the context so permits, shall include its successors in interest and permitted assigns).

The Purchaser and the Supplier are hereinafter also collectively referred to as the “**Parties**” and individually as a “**Party**”.

1. Whereas, the Purchaser had, through its Request of quotation (the “Request Quotation”), invited M/s Octatech who were eligible and able to Deliver the Goods by submitting his bid proposal, as specified in the Quotation Document (the “**Quotation Document**”) issued for the purpose.
2. Whereas, the Supplier, representing that it is capable and has resources, has offered, through its quotation No OCT-NASTP-2024-D dated 03 May, 2024, (the “**Quotation**”), to Deliver the Goods.
3. And whereas, the Purchaser has, pursuant to the evaluation of Quotation, decided to award the Contract to the Supplier.

**NOW, THEREFORE** in consideration of the mutual benefits the Parties agree as follows:

## A. DEFINITIONS AND OBJECTIVE

### 1. Definitions and Interpretation

- 1.1. In addition to the definitions given elsewhere in the Contract, the words set out below shall have the meanings assigned to them as follows:

1.1.1. “Annexure” means the Annexure to the Contract.

1.1.2. “Clause” means the Clause of the Contract.

**Contract No xxxxxxxxxx**

- 1.1.3. "Completion Certificate" means the certificate issued by the Purchaser to the Supplier under Clause 11.
- 1.1.4. "Contract Price" means the total value of the Goods specified in Clause 19.
- 1.1.5. "Contract" means this Contract, and includes the Annexures hereto.
- 1.1.6. "Day" means a calendar day.
- 1.1.7. "Declaration of Integrity" means the form of Declaration of Integrity specified in Clause 31.
- 1.1.8. "Deliver", "Delivered", and "Delivery" means the act of selling, having sold, or sale the Goods, and includes the act of installing, commissioning and testing, having installed, commissioned and tested, and installation, commission and test respectively.
- 1.1.9. "Effective Date" means the date notified by the Purchaser pursuant to Clause 39.
- 1.1.10. "Physical Inspection, Functional Check and Final Acceptance Test" or "FAT" means the final acceptance test carried out as per **Annexure II**.
- 1.1.11. "Force Majeure" means the event or circumstance specified in Clause 18.
- 1.1.12. "**Goods**" means Procurement of Items, Delivered or to be Delivered to the Purchaser by the Supplier under Clause 4.1.
- 1.1.13. "Government" means the Government of Pakistan and includes any entities owned or controlled by it.
- 1.1.14. "Month" means a calendar month or thirty (30) days for purposes of Clause 9.1.2, and Clause 17.4.
- 1.1.15. "Objective" means the objective of the Contract as specified in Clause 2.
- 1.1.16. "Performance Guarantee" means the bank guarantee furnished or to be furnished by the Supplier to the Purchaser under Clause 12.
- 1.1.17. "Site" means the place provided by the Purchaser where Supplier will Deliver the Goods.
- 1.1.18. "Spare Parts" means the spare parts Delivered or to be Delivered to the Purchaser by the Supplier under Clause 5.1.
- 1.1.19. "Specifications" means the technical specifications and standards, and includes the Purchaser's requirements, established under Clause 2.1.
- 1.1.20. "Time for Completion" means the time for Delivery of Goods as specified in Clause 17.

**Contract No xxxxxxxxxx**

1.1.21. "Warranty Period" means the warranty period for the Goods as specified in Clause 8.2 or Clause 8.3, as the case may be.

1.1.22. "Warranty/Guarantee Certificate" means the Warranty/Guarantee Certificate issued by the Supplier under Clause 7.2.

1.1.23. "Year" means a calendar year.

1.2. Words importing singular shall include plural and vice versa.

1.3. A reference to a person shall include firms and legal entities.

1.4. A reference to one gender shall include the other gender where the context requires.

1.5. The headings in the Contract are inserted for convenience of reference only and are not intended to be part of or to affect the provisions thereunder.

**2. Objective of the Contract**

2.1. The Supplier shall be responsible for timely Delivery of Goods meeting the technical specifications, standards and requirements specified in tender document at the Site subject to the terms and conditions of this Contract.

2.2. The Supplier shall accordingly carry out all activities that are attributable to it as its responsibility under this Contract.

**B. EXECUTION OF THE PROJECT**

**3. Sale of Goods**

3.1. The Supplier shall sale and Deliver the Goods to the purchaser to meet the Objective in accordance with the terms and conditions of the Contract.

**4. The Goods**

4.1. The Supplier shall Deliver to the Purchaser the Goods specified in Annexure I.

4.2. The Supplier represents and warrants that the Goods specified in Annexure I are sufficient in all respects, including quantity and quality, to fully achieve the Objective. If during execution of the Contract any other goods are deemed necessary for fully achieving the Objective, then such goods shall be delivered to the Purchaser by the Supplier without additional cost to the Purchaser.

4.3. The Supplier shall ensure that (refurbished) Goods delivered must be from current production, strictly conforming to specifications, will not contain repaired parts, free from defects in material and to the complete satisfaction of the Purchaser as per technical specification.

4.4. The Supplier will ensure that Goods have a serial number, model number, date of manufacture, or some other similar identification or as per OEM available identification.



**Contract No xxxxxxxxxx**

- 4.5. The Supplier shall provide to the Purchaser free of cost all original standard publications, catalogues, technical literature, technical / operational manuals, manufacturer's specifications and packing details, and acceptance test procedure with the Goods or as per OEM available documents.
- 4.6. Title, risk of loss and damage of Goods will pass from Supplier to Purchaser upon Delivery by Supplier to Purchaser. Supplier will provide to Purchaser, a certificate of origin stating the country of origin for the Goods upon Purchaser's request.
- 4.7. Any acceptance of Goods by Purchaser will not be a waiver of the Supplier's obligations in any respect thereof under this Contract.

**5. Spare Parts / Follow On Support**

The Supplier shall provide operational spares and consumable support materials, if available with OEM on payment for minimum two (2) years after completion of warranty.

**6. Licenses**

- 6.1 The Supplier shall obtain from the government concerned all permits, export licenses, etc. required for the export and Delivery of the Goods, provided that the Purchaser shall provide the End User Certificate, if required.

**7. Terms and Conditions of Shipment**

- 7.1. Goods shall be supplied to the Purchaser on DDP basis on the terms and conditions specified herein.
- 7.2. The Goods shall be accompanied by the Supplier's Warranty/Guarantee Certificate, specified in Annexure IV, regarding the quality and quantity subject to these being technically checked and tested where necessary and accounted for on arrival at the Purchaser's ware-house. The Supplier will render Warranty/Guarantee Certificate in duplicate to the Purchaser, as soon as the Goods have been dispatched. During installation and commissioning if any Goods are found faulty, the Supplier will replace those free of cost. It will be obligatory for the Supplier to identify the Goods by inscribing thereon or attaching thereto a Warranty label to the following effect r as per OEM standard identification.

**WARRANTY**

**Expiry Date:** [\_\_\_\_\_]

**Supplier's Name:** [\_\_\_\_\_]

- 7.3. The Warranty/Guarantee shall remain valid for a period of Twenty-Four (24) months from the date of Completion Certificate.

- 7.4. In case the Goods, on checking and testing after receipt at the Purchaser's Site, are found to be not in conformity with the Specifications, the Supplier will replace the rejected Goods by next business day (max 10 working days, if goods are imported) acceptable Goods free of cost and without any obligation to the Purchaser. Rejected Goods will be disposed off by the Supplier under its own arrangements.

**8. Warranties**

**Contract No xxxxxxxxxx**

- 8.1. The Supplier warrants that the quality of all the Goods Delivered hereunder shall comply in all respects with the requirements of any statutory enactment, rule, regulation, order, contract or any other instrument having the force of law, which may be in operation at the time of Delivery of the Goods.
- 8.2. Unless otherwise specified for particular Goods, the warranty period for the Delivered Goods shall be twelve (12) months from the issuance of the Completion Certificate.
- 8.3. If any Goods become defective within the Warranty Period other than as a result of a failure of the Purchaser to use the Goods in accordance with the written instructions provided by the Supplier to the Purchaser, then the Supplier shall repair or replace the defective Goods as soon as is reasonably practicable (within 15 days including holidays, the supplier shall give delivery time of repair or replace of defective goods ) following a request from the Purchaser. The Supplier shall forthwith collect all such defective Goods or the Purchaser shall return the Goods to the Supplier at the Supplier's risk and expense. If the defective Goods are incapable of being replaced or repaired then the Supplier shall refund to the Purchaser the total Price paid by the Purchaser to the Supplier for such Goods. The warranty period of the repaired or replaced Goods shall be twelve (12) months from the date of the repair or replacement, as the case may be.
- 8.4. The Supplier shall ensure that compatible spares are at factory prices to facilitate repairs (where applicable) for a period of at least five (5) years from the issuance of the Completion Certificate if available at OEM.
- 8.5. The Supplier warrants that the Goods are now free, and that at the time of Delivery shall be free from any security interest or other lien or encumbrance. If any such lien will attach or any claim for such is filed, Supplier will immediately procure the discharge thereof without any further cost to the Purchaser.
- 8.6. The Supplier warrants that it neither knows nor has reason to believe the existence of any outstanding title or claim of title hostile to the rights of the Supplier in the Goods.

**9. Purchaser's Options on Non-Delivery of Goods**

- 9.1. The Supplier shall Deliver the Goods to the Purchaser within the time frame specified in the Contract. If failure to Deliver the Goods within the specified time frame, shall not have arisen because of "Force Majeure", the Purchaser shall be entitled at its option:
  - 9.1.1. To cancel the Contract and forfeit the Performance Guarantee; or
  - 9.1.2. To withhold any payment due to the Supplier until all the Goods have been Delivered and directly deduct or recover, where considered necessary, as liquidated damages the sum up to 2% but not less than 1% of the itemized prices of the un-Delivered Goods for each and every month, or part thereof thereafter, beyond the specified dates of Delivery during which these may not

**Contract No xxxxxxxxxx**

be delivered, subject to a maximum of 10% of the total Contract Price of the Goods; or

9.1.3. To repurchase from elsewhere, at the risk and expense of the Supplier, other goods of the same or similar description as it thinks fit to make good this default to the extent necessary, by canceling the Contract, either wholly or for the undelivered balance and with or without intimation to the Supplier who shall be liable for any loss which the Purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.

9.2. The Goods shall be deemed to have been delivered when repurchased Goods are delivered to the Purchaser.

**10. Acceptance of Goods**

10.1. The acceptance of the Goods is contingent upon the successful completion of the FAT of the Goods as accordance per Annex II of the Contract.

**11. Completion Certificate**

11.1. The Purchaser shall, upon satisfactory completion of the FAT, issue a Completion Certificate to the Supplier as acknowledgement of the complete Delivery of Goods.

11.2. The specimen of the Completion Certificate shall be in the Form attached hereto as **Annexure III**.

**12. Discrepancy**

12.1. The purchaser will render a discrepancy report to the supplier within 30 days of the store for any discrepancy found in the store and seller shall be responsible to make good the discrepant item free of cost at purchaser destination.

**C. SUPPLIER'S GENERAL OBLIGATIONS**

**13. Performance Bank Guarantee**

13.1. To ensure timely and correct supply of goods, the Seller will furnish a Performance Guarantee in shape of **Bank Guarantee or Call Deposit Receipt (CDR)** for an amount of **PKR xxxxxxxx** being **05 %** of the total contract cost at the time of signing of this Contract, in the favor of **Project Director GreenAI**. In case of Bank Guarantee, the specimen is enclosed as per **Annexure 'V'** of the contract.

13.2. In the event of unsatisfactory performance or any breach of terms of Contract, the Performance Guarantee shall be forfeited by the Purchaser. Seller undertakes not to hinder / restrain its encashment through Court, extra judicial or any other (including administrative) process.

**13.3. Validity of Performance Bank Guarantee**

The Performance Bank Guarantee shall be valid for two months beyond

**Contract No xxxxxxxxxx**

completion of warranty period. In case Performance Guarantee has gone expired and the Seller is reluctant to extend the same, then Purchaser will stop payments of equal amount of the Seller and initiate necessary action in this regard. ***The validity of the PBG is linked with delivery or warranty of the items.***

**13.4. Submission of Performance Bank Guarantee**

Performance Bank Guarantee shall be submitted by the Seller to the Purchaser within 30 Days of signing of the Contract. The Purchaser will scrutinize that the same is in conformity with the format given in request for proposal and will obtain verification of Performance Bank Guarantee from the issuing bank.

13.5. If the Seller fails to produce the Performance Bank Guarantee within the specified period, the Purchaser reserves the following rights: -

- (a) Right of encashment of Bid Security deposited by the Seller forthwith.
- (b) Right of Cancelling the Contract at the Risk & Expense of the Seller.

**13.6. Release of Performance Bank Guarantee: -**

The Performance Bank Guarantee will be returned to the Seller by the Purchaser on receipt of instruction from the End User after completion of warranty period of the goods as per Annexure 'IV'. The Seller will dispatch '**No Demand Certificate**' to End User as per Annexure 'VII' of the Contract.

**14. Indemnity**

14.1. The Supplier shall remain responsible for the Delivered Goods, which shall be fit for the intended purposes of the Contract and it shall also remain responsible for any infringement of any patent or copyright in respect of the same.

14.2. The Supplier agrees to indemnify the Purchaser from and against all liabilities, losses and costs of any kind which relate to any misrepresentation or breach of warranty under the Contract.

14.3. The obligation to indemnify shall include all reasonable costs and expenses, including but not limited to disbursements and legal fees.

**15. Confidentiality**

15.1. The Supplier and its employees shall not communicate any information relating to the Delivery of Goods to any person not authorized in writing by the Purchaser. Failure to observe this Clause will render the Supplier to legal action.

15.2. The obligations set forth herein shall survive the cancellation or termination of the Contract for any reason.

15.3. The Supplier acknowledges and agrees that any breach of the terms of this Clause would cause irreparable harm to the Purchaser and agrees that the Purchaser shall be entitled, in addition to whatever remedies may otherwise be available under the

**Contract No xxxxxxxxxx**

Contract or at law, to injunctive relief or other applicable equitable remedies with respect to any such actual or threatened breach.

- 15.4. The Purchaser acknowledges that the Supplier may be required by law of Pakistan to provide specific information in the Contract to governmental authorities in Pakistan for issuance of license(s) for export of Goods and agrees that this shall not be interpreted as a breach of confidentiality.

**D. PURCHASER'S OBLIGATIONS****16. Access to Site**

- 15.1 The Purchaser shall grant the Supplier access to the Site for the supply, installation, commissioning, testing, supervision, operation and maintenance of the Goods, and provision of training to the Purchaser's personnel.

**17. Purchaser's Representatives**

- 16.1 The Purchaser shall authorize one or more of its personnel to act for it under the Contract and notify their name(s) to the Supplier forthwith.
- 16.2 The Purchaser may also appoint a firm or individual to carry out certain duties and notify the name(s) to the Supplier from time to time.
- 16.3 The Purchaser shall notify the Supplier of the delegated duties and authority of the Purchaser's representative(s) and appointee(s).

**E. TIME FOR COMPLETION****18. Time Schedule and Term**

- 17.1 The Supplier shall Deliver the Goods within twelve (12) months of the date of signing of the contract / letter of acceptance. The timely Delivery of Goods by the Supplier is the essence of the Contract.
- 17.2 The Supplier shall commence the Delivery of Goods on the Effective Date, proceed expeditiously and without delay, and complete the Delivery within the Time for Completion.
- 17.3 The Supplier shall be entitled to an extension to the Time for Completion if it is or will be delayed by Force Majeure. On receipt of an application from the Supplier, the Purchaser shall consider all supporting details provided by the Supplier and shall extend the Time for Completion as appropriate.
- 17.4 If the Supplier fails to complete the Delivery within the Time for Completion, the Supplier shall be liable to the Purchaser for such failure and pay liquidated damages as provided in Clause 9 for each month, or part thereof thereafter, for which it fails to complete the Delivery.
- 17.5 The Supplier shall be entitled, subject to Clause 17.3, to an extension of the Time for Completion if and to the extent that completion is or will be delayed by any cause(s) attributable to the Purchaser. If the Supplier considers itself to be entitled

**Contract No xxxxxxxxxx**

to an extension of the Time for Completion, it may, after giving a reasonable opportunity to the Purchaser to cure any apparent delay, give notice to the Purchaser specifying the reason for the delay attributable to the Purchaser. When determining each extension of time, the Purchaser shall review previous determinations and may increase, but shall not decrease, the total extension of time.

**19. Force Majeure**

- 19.1. The Parties will not be held responsible for any non-fulfilment 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. 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.
- 19.7. 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 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations. the

**Contract No xxxxxxxxxx**

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).

- 19.8. The Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of force-majeure event.

**F. CONTRACT PRICE AND TERMS OF PAYMENT****20. Contract Price**

- 20.1. The price of the Goods is fixed and amount to a total DDP contract value of Rs xxxxxxxxx (inclusive 18% GST) (**Rs in words**). Payment for the Goods shall be based on the itemized amounts specified in **Annexure I**.

**21. Terms of Payment**

- 21.1. 100% Payment for the supply of Goods of the itemized amounts thereof, after deduction of the applicable taxes and duties, shall be made within thirty (30) days upon receipt of following documents: -
- 21.1.1. Registration Proof with Sales Tax Department (Copy of Registration Certificate).
  - 21.1.2. Delivery challan.
  - 21.1.3. Copy of completion certificate as per Annex III
  - 21.1.4. Sales Tax invoice showing description/Qty/value of the goods and correct amount of sales tax leviable thereon with Sales Tax Bills.
  - 21.1.5. BG acceptance by Project Director GreenAI
- 21.2. Bank charges incidental to the withdrawal of payment shall be borne by the Supplier.

**G. TERMINATION AND DISPUTE SETTLEMENT****22. Termination**

- 21.1 If at any time during the currency of the Contract, the Purchaser decides to terminate the Contract for any reason whatsoever (other than for reason of failure to Deliver the Goods), it shall have the right to do so by giving the Supplier a notice to that effect. In that event, the Purchaser will accept delivery, at the itemized price and terms, of such of the Goods then in the actual possession of the Purchaser.
- 21.2 In the case of remainder of the undelivered Goods, the Purchaser may select either:
- 21.2.1 To have any part thereof completed and take the delivery thereof at the itemized prices, or

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21.2.2 To cancel the residue and pay to the Supplier for the Goods or components thereof in the actual possession of Supplier at the prices to be determined by the Purchaser in which case Goods in the possession of Supplier shall be delivered by the Supplier.

21.3 No payment shall, however, be made for any Goods not yet in the actual possession of Supplier on the date notice of termination is received.

**23. Dispute Resolution**

22.1 All matters of dispute or difference, except regarding rejection of the Goods by the Purchaser, the settlement of which is not otherwise specially provided for in the Contract and which cannot be amicably solved within thirty (30) days after claim proposed by one Party to the other Party, 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 of Pakistan shall appoint the umpire.

22.2 The arbitration proceedings shall be held in Pakistan.

22.3 The decision and award of the arbitrators shall be based on the provisions of the Contract. The arbitrators shall render a detailed written decision, which includes their findings of fact and applicable rules of law. The cost of arbitration shall be included in any award made.

22.4 The decision or award of the arbitrators shall be final and binding on the Parties and may be executed against them in a court of competent jurisdiction.

**24. Continuing Obligation**

Each Party shall continue to fulfill its obligations pending resolution of any dispute or difference arising out of or relating to the Contract.

**25. Governing Law and Jurisdiction**

25.1. The Contract shall be governed by and construed in accordance with the laws of Pakistan and the Pakistani courts shall have sole jurisdiction in relation to all matters arising out of these terms.

**H. MISCELLANEOUS****26. Representations and Warranties of Supplier**

26.1. The Supplier represents and warrants that the person, signing the Contract or any other document forming part of the Contract on behalf of the Supplier, has authority to bind the Supplier to the terms and conditions of the Contract.

**27. Responsibility for Contract**

27.1. It is clearly understood and agreed by the Supplier that the Purchaser is solely



**Contract No xxxxxxxxxx**

responsible for the Contract.

**28. Modifications and Severability**

28.1.No modification, alteration, or amendment of any provision hereof shall be binding unless contained in writing and signed by the Parties duly authorized representatives.

28.2.If any part of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract shall not be affected.

**29. Waiver**

29.1.Failure or neglect by either party to enforce at any time any of the provisions hereof shall:

29.1.1. Not operate or be construed or deemed to be a waiver of its rights hereunder;

29.1.2. Not justify any other or further default whether of a like or different character;

29.1.3. Not prejudice its rights to take subsequent action.

29.2.No waiver by a Party of any default by the other Party in the performance of any of the obligations under the Contract shall be effective unless in writing duly executed by an authorized representative of the Party.

29.3.No approval or consent or absence of comment by the Purchaser or the Purchaser's representative shall affect the Supplier's obligations.

**30. Taxes & Duties**

30.1.Any tax, duty or fee, imposed on the Supplier, its sub-Suppliers or employees, as a consequence of executing the Contract, shall be the obligation of the Supplier. The Contract Price shall not be adjusted for any of these costs.

30.2.The Supplier shall accordingly pay for all such taxes, duties and fees, as required by the laws of Pakistan.

30.3.The Supplier shall indemnify and hold the Purchaser harmless against and from the consequences of any failure to do so.

30.4.Where required under the laws of Pakistan, the Purchaser shall withhold or deduct any tax, duty or fee, from any payment to Supplier as may be required under the laws of Pakistan. In doing so, the Purchaser shall be entitled to take benefit of any lawful concessions and exemptions provided under the laws of Pakistan.

**31. Assignment**

31.1. The Supplier shall be entirely responsible for the execution of the Contract in all respects in accordance with the terms of the Contract. The Supplier shall not assign the Contract to any third party without the prior written consent of the Purchaser.

Any unauthorized assignment in violation of the Contract shall be void and without legal effect.

**32. Declaration of Integrity**

32.1. The Supplier shall furnish a declaration of integrity in the form attached hereto as **Annexure VI**, regarding any fees, commission and brokerage etc. paid or intended to be paid by it in connection with the procurement of the Contract.

**33. Annexures**

33.1. The Annexures are an integral part of the Contract:

Annexure I:	List of Goods, Time Schedule, Itemized Prices and Technical Specifications, Standards & Quality Requirements
Annexure II:	Physical inspection and testing
Annexure III:	Form of Completion Certificate (for the Supply of Goods)
Annexure IV:	Warranty/Guarantee Certificate for Goods
Annexure V:	Performance Guarantee
Annexure VI:	Declaration of Integrity
Annexure VII:	No Demand Certificate
Annexure VIII:	Marking Instructions

**34. Entirety**

34.1. The Contract replaces and supersedes any and all other prior written or oral representations, negotiations, or other communications of every kind pertaining to the formation and execution of the Contract, including the Tender Document and Supplier's Quotation.

**35. Amendment**

35.1. The Contract may be varied or amended only by mutual consent of the Parties given in writing.

**36. Subletting**

## **Contract No xxxxxxxxxx**

- 36.1. The supplier shall not sublet the contract to any third party and will be entirely responsible for the execution of the contract in all respects according to the terms of the contract.

### **37. Authority**

- 37.1. Nothing in the Contract shall be construed to give any Party, and no Party shall hold itself out to have, the authority or power to enter into any obligation on behalf of the other Party except as specifically authorized by the other Party in writing.

- 37.2. All correspondence shall be in writing, in the English language, and sent by registered mail or international courier service, acknowledgement due, or by fax addressed as follows:

- (i) If to the Purchaser:  
Attention: [\_\_\_\_\_]   
Designation: [\_\_\_\_\_]   
Address: [\_\_\_\_\_]
- (ii) If to the Supplier:  
Attention: \_\_\_\_\_   
Designation: \_\_\_\_\_   
Address: M/s [\_\_\_\_\_]   
Fax No: [\_\_\_\_\_]   
E-mail : [\_\_\_\_\_]

- 37.3. Correspondence shall be sent to such other postal address, fax number or E-mail address as a Party may notify from time to time to the other Party in accordance with this Clause.

- 37.4. Correspondence, except for notices required or contemplated under the Contract, may also be sent through email.

- 37.5. Correspondence sent as above shall be deemed to have been received seven (7) days from the date of posting if forwarded by courier service or on the next day after transmission (in case of fax messages, but only if a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the number(s) indicated above and confirming that all pages were successfully transmitted).

### **38. Language**

- 38.1. The English text of the Contract shall be treated as the authentic text for all purposes including interpretation.

### **39. Conditions of Effectiveness**

- 39.1. The Contract shall become effective on the date notified by the Purchaser under Clause 39 upon fulfillment of the following conditions of effectiveness:

- (a) Approval of the Contract by the Purchaser's Board;

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(b) Provision of Performance Guarantee; and

(c) Submission of Declaration of Integrity.

**40. Effective Date**

40.1. The Purchaser shall notify the date of effectiveness of the Contract to the Supplier immediately after the fulfillment of all the conditions of effectiveness specified above. The Contract shall remain valid for a period beyond twelve (12) months from issuance Completion Certificate.

**IN WITNESS WHEREOF**, the Parties have caused the Contract to be signed in duplicate at the place and on the date set forth above.

[\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

[\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

**for and on behalf of Purchaser**

**for and on behalf of Supplier**

**WITNESSES**

[\_\_\_\_\_]

[\_\_\_\_\_]

Contract No xxxxxxxxxxxx

**ANNEXURE I: LIST OF GOODS, TIME SCHEDULE, PRICES AND  
TECHNICAL SPECIFICATION, STANDARDS & QUALITY REQUIREMENTS**

S No	Part Number	Noun	U/I	Qty	Unit Price (PKR)	Total Price (PKR)	18 % GST (PKR)	G Total (PKR)	Date of Delivery	Technical Specification, Standards and Quality Requirements
1										
2										
Total										

**ANNEXURE II : PHYSICAL INSPECTION AND TESTING**  
**(Clause 11.3)**

**1. Physical Inspection**

(a) Complete physical inspection will be undertaken by Purchaser's authorized representative with assistance of co-opted member as follows: -

**(i) Physical Check:**

- a. Goods will be checked for physical damage, scratches, corrosion & deformity.
- b. Screws / nuts / bolts / casing / channels and power pack / accessories / leads / cables & lens.
- c. All items will be identified with serial number and part number.
- d. Brand name, model, country of origin.
- e. Operating/maintenance/safety brochures and manuals.
- f. Certificate of conformity or verifiable documents will be provided by the Supplier that Goods has been procured from certified source.
- g. Goods must be factory new and from current production. Certificate of current production is to be rendered by the Supplier.

**(ii) Warranty**

- a. A warranty sticker is to be pasted on each item or on Box if item is small by the Supplier highlighting following information: -
  - (i) Name of Supplier's Firm.
  - (ii) Contract No. and Date
  - (iii) Description of Goods
  - (iv) Warranty Validity

**(iii) Packing**

- a. Stores will be marked "**Project GreenAI**" by the supplier in indelible ink, embossed, printed or engraved, as appropriate (where applicable). Each item is packed separately using waterproof material and packing must be suitable for transportation of item over long distance by Air/Road/Rail.
- b. All stores should be suitably preserved and packed by using waterproof material and providing tropicalisation, where necessary. Packing should be suitable for export to long overseas by Air /Road / Rail so as to ensure these being free from damage/loss on arrival at the ultimate destination. Cases should be in wire/strip binding. To avoid rough handling in transit, cases containing delicate and fragile stores should be prominently marked in English as

**"FRAGILE HANDLE WITH CARE" and "THIS SIDE UP"**

**Contract No xxxxxxxxxx**

- c. Any loss / damage due to faulty packing / wrong marking or selection of weak container or late receipt of shipping documents shall be seller's responsibility. Similarly, demurrage charges due to wrong or delay in transmission of information shall be attributable to the seller.
  - d. Each item must be packed separately using waterproof material.
  - e. Packing must be suitable for transportation of item over long distance by road / rail / sea / air.
  - f. Marking on all packages will be done in accordance with the **"MARKING INSTRUCTIONS"** attached at **Annexure VIII** to this contract.
- (iv) **Functional Checks:** Functional / fitment / ops checks will be carried out.

**2. Final Acceptance Test**

- (a) The Purchaser shall carry out the Final Acceptance Test (FAT) of the Goods after successful installation, commissioning and trial run thereof by the Supplier. The Supplier shall assist the Purchaser in carrying out this test, if required.
- (c) Upon the Final Acceptance Test being carried out successfully to the satisfaction of the Purchaser, a certificate of completion shall be issued to the Supplier by the Purchaser.

**Contract No xxxxxxxxxx**

**ANNEXURE III: FORM OF COMPLETION CERTIFICATE (FOR SUPPLY OF GOODS)  
(Clause 11.2)**

It is certified that following goods against contract No \_\_\_\_\_ has /  
have been received and functionally checked as per status annotated against each: -

S No	Contract S No	Part No	Noun	Qty	S No	Date of Receipt	Status	
							Physical	Functional

Checked by

**(Name)**  
Rank  
Designation  
Date



**ANNEXURE IV : WARRANTY/GUARANTEE FOR GOODS  
(Clause 7.2)**

**WARRANTY/GUARANTEE CERTIFICATE**

**Firm's Name:** [\_\_\_\_\_]

**Contract No.:** [\_\_\_\_\_] **Date:** [\_\_\_\_\_]

1. We hereby guarantee that the Goods provided against the above Contract are in all respects in accordance with the relevant specifications and terms of the Contract and that the materials used, whether or not of our manufacture, are in accordance with the latest approved standard specifications complete, are of good workmanship and quality throughout, and that we shall replace free of cost every article or part thereof which before use or in use, shall be found defective, or not within limits and tolerance of specified requirements, or in any way not in accordance with the terms of the Contract.
2. In case of our failure to replace the defective Goods free of cost within the period specified by the Purchaser, we will refund the relevant cost.
3. This Warranty/Guarantee Certificate will remain valid for twelve (12) months after issuance of the Completion Certificate.
4. The Supplier will not bear any guarantee for any goods that are not purchased from the Supplier.

Signature [\_\_\_\_\_]

Name [\_\_\_\_\_]

Status in the Firm [\_\_\_\_\_]

Dated [\_\_\_\_\_]

**ANNEXURE V: PERFORMANCE GUARANTEE FORM**  
(Clause 12.1)

**BANK GUARANTEE FOR PERFORMANCE**

(On Pakistan Judicial Stamp Paper of Rs.100 or as suitable to the amount of BG)

To: [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] [Address]

- **Type of Guarantee:** Performance Guarantee
- **Guarantee No.:** [\_\_\_\_\_]
- **Name and Address of Guarantor:** [\_\_\_\_\_]
- **Place of Issue of Guarantee:** [\_\_\_\_\_]
- **Guarantee Amount and Currency:** [\_\_\_\_\_] [in numbers] [in words] (the "**Guaranteed Amount**")
- **Form of Presentation of Guarantee:** [\_\_\_\_\_]
- **Place of Presentation of Guarantee:** [\_\_\_\_\_]
- **Date of Issue of Guarantee:** [\_\_\_\_\_]
- **Guarantee Valid up to:** [\_\_\_\_\_] [Expiry Date]
- **Name and Address of Supplier on whose behalf Guarantee is issued:** [\_\_\_\_\_]
- **Reference Contract No.:** [\_\_\_\_\_] dated [\_\_\_\_\_]
- **Name and Address of Beneficiary:** [\_\_\_\_\_]

**THIS PERFORMANCE GUARANTEE** is executed at [\_\_\_\_\_] on this [\_\_\_\_\_] day of [\_\_\_\_\_] 2021 by:

[\_\_\_\_\_] [Name of the issuing Bank] having our registered office at [\_\_\_\_\_] and issuing branch office at [\_\_\_\_\_] (the "**Guarantor**", which expression shall mean and include its successors, executors, administrators, and permitted assigns);

On the request and on behalf of [\_\_\_\_\_] [Name of Supplier] (the "**Supplier**" which expression shall mean and include its successors, executors, administrators, and permitted assigns);

In favor of [\_\_\_\_\_] ("**THE PURCHASER**") (the "**Beneficiary**", which expression shall mean and include its successors, executors, administrators and assigns).

**WHEREAS:**

- A. The Beneficiary and the Supplier have entered into a Contract for the supply of Goods dated [\_\_\_\_\_] (the "**Contract**").
- B. In consideration of the Beneficiary entering into the Contract with the Supplier, the Guarantor, at the request and on behalf of the Supplier, hereby furnishes this irrevocable, unconditional, without recourse, on demand bank guarantee (the "**Performance Guarantee**") in favor of the Beneficiary in order to secure the performance of the Supplier's obligations under the Contract (the "**Guaranteed Obligations**").

**NOW, THEREFORE**, this Performance Guarantee witnesseth:

1. In the event that the Supplier defaults in, delays, or fails, to perform the Guaranteed Obligations, of which events the Beneficiary shall be the sole arbiter, the Guarantor shall, on the Beneficiary's first written demand, pay to the Beneficiary the entire sum of, or any portion of, the Guaranteed Amount as specified in the Beneficiary's written demand within three (3) days of the receipt of the written demand (the "**Due Date**"). Such first written demand of the Beneficiary shall only state that the Supplier has defaulted in, or delayed, or failed, to perform the Guaranteed Obligation stated in the written demand under and in accordance with the terms of the Contract.
2. The Guarantor hereby binds itself unconditionally and irrevocably, and undertakes and guarantees to pay the Guaranteed Amount, as primary obligor and not merely as surety, on first written demand of the Beneficiary, without protest or demur and without reference, notice or recourse to the Supplier or any other person, and hereby expressly waives all rights to deny its obligation to the Beneficiary irrespective of any dispute, difference or disagreement between the Supplier and the Beneficiary or contest by any other party or person.
3. At any time during the validity of this Performance Guarantee, the Beneficiary may, at its sole discretion and decision, demand payment of the entire Guaranteed Amount, or any portion thereof, from the Guarantor. The decision of the Beneficiary as to the Supplier's default, delay, or failure in performing the Guaranteed Obligations shall be final and binding on the Guarantor, which shall not be questioned by the Guarantor in any manner whatsoever.
4. This Performance Guarantee shall remain in full force and be effective for a period up to [ ] and the Guarantor's obligations under this Performance Guarantee shall be for payment of the Guaranteed Amount or part thereof as may be demanded by the Beneficiary from time to time.
5. The Beneficiary may, if and when and in such manner as the Beneficiary in its sole discretion deems appropriate, grant time or other indulgence to or accept or make any composition or arrangement with the Supplier and/or vary, renew, discharge, realize, release, enforce or deal with any other securities, guarantees, obligations, decrees, contracts, or agreements, now or hereafter made or held by the Beneficiary, and such acts shall not affect in any way whatsoever the Beneficiary's rights under this Performance Guarantee, and shall not affect in any way whatsoever the Guarantor's liability hereunder, or discharge the Guarantor from its obligations under this Performance Guarantee.
6. The Guarantor's obligations as set out in this Performance Guarantee shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without the Guarantor's assent or otherwise, of any act or omission, or any circumstances or events which would otherwise discharge, impact or otherwise affect any of Guarantor's obligations contained in this Performance Guarantee.
7. Demands under this Performance Guarantee may be made from time to time in accordance with its terms. Partial payments of the Guaranteed Amount shall not discharge this Performance Guarantee and this Guarantee shall remain in full force and effect in accordance with its terms for the difference from time to time between the aggregate total of the partial payments made and the Guaranteed Amount.
8. No delay or failure to exercise any right or remedy under this Performance Guarantee by the Beneficiary shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by the Beneficiary shall be valid unless made in writing.

9. No set-off, counter claim, reduction, or diminution of any obligation that the Guarantor has or may have against the Beneficiary shall be available to it against the Beneficiary in connection with any of its obligations to the Beneficiary under this Performance Guarantee. The Guarantor shall make all payments under this Performance Guarantee in [ ] [indicate currency] and in full, without set-off or counterclaim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the Due Date to the Beneficiary, provided that if the Guarantor is required to make any deduction or withholding from such payments under applicable law, it shall pay to the Beneficiary such additional amount necessary to ensure that the Beneficiary receives an amount equal to the amount which it would have received had no such deduction or withholding been made. In the event under the laws of Pakistan the payment of the Guaranteed Amount in a currency other than Pakistan Rupees is prohibited or becomes unlawful, or the due execution, validity, enforceability or performance of the obligations of the Guarantor hereunder is questioned by any Court, the State Bank of Pakistan or other competent authority or agency with jurisdiction over the Guarantor on the grounds of the Guaranteed Amount being denominated in a foreign currency, this Performance Guarantee shall secure and shall be deemed always to have secured the Guaranteed Amount in equivalent Pakistan Rupees calculated at the official exchange rate specified by the State Bank of Pakistan for [ ] [indicate currency] prevalent on the date of payment of the whole or part of the Guaranteed Amount as demanded by the Beneficiary may in such event be made by the Guarantor in Pakistan Rupees.
10. The Guarantor hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and has obtained all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations it has undertaken under this Performance Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor under the Laws of Pakistan. Further, that the signatories to this Performance Guarantee are the Guarantor's duly authorized officers.
11. This Performance Guarantee shall be governed by the laws of Pakistan.
12. This Performance Guarantee shall expire at the official closing of the counters of the Guarantor, [ ] [name of the Branch], [ ] [city], on [ ] [expiry date] (the "**Expiry Date**"). The Guarantor's obligations under this Performance Guarantee are limited to payment of claims lodged in writing and presented at the counters of the Guarantor at [ ] [name of the Branch] [ ] [city], on or before the Expiry Date. Except for demands made by the Beneficiary under this Performance Guarantee on or before the Expiry Date, the Guarantor shall stand fully discharged and released from any and all obligations, claims and liabilities under this Performance Guarantee whether or not this instrument of Performance Guarantee is returned to the Guarantor.

[To be signed by the authorized signatory of the Bank, Dated and Stamped with the Bank's Stamp]

For and on behalf of the Guarantor: [ ]

[Signatures, Names and Designations of Bank Officers]

1. [ ] 2. [ ]  
[ ] [ ]  
[ ] [ ]

[Also to be witnessed by two adult male witnesses, specifying in each case, the full name, National Identity Card number, and address]

**Witness:**

1. [...]

[...]

[...]
2. [...]

[...]

[...]

**ANNEXURE VI: DECLARATION OF INTEGRITY**  
**(Clause 31.1)**

**Declaration of Integrity**

**M/s Dalien, International** the Supplier 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, 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 to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as 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 GoP, except that which has been expressly declared pursuant hereto.

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

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 voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, 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 any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier/Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Signature [ \_\_\_\_\_ ]  
Name [ \_\_\_\_\_ ]  
Status in the Firm [ \_\_\_\_\_ ]  
Dated [ \_\_\_\_\_ ]

**ANNEXURE VII: NO DEMAND CERTIFICATE**  
**(Clause 12.7)**

I (a) \_\_\_\_\_

Late (b) \_\_\_\_\_

To the (c) \_\_\_\_\_

Is hereby acknowledge to have received payment in full from the Purchaser for all articles supplies and services rendered by me in connection with \_\_\_\_\_ dated \_\_\_\_\_ for the supply of

(d) \_\_\_\_\_

and certify that I have no further claims whatsoever against Purchaser in connection with, or arising out of, said contract which remain unadjusted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor, defacing  
a stamp if executed in Pakistan  
Dated: \_\_\_\_\_

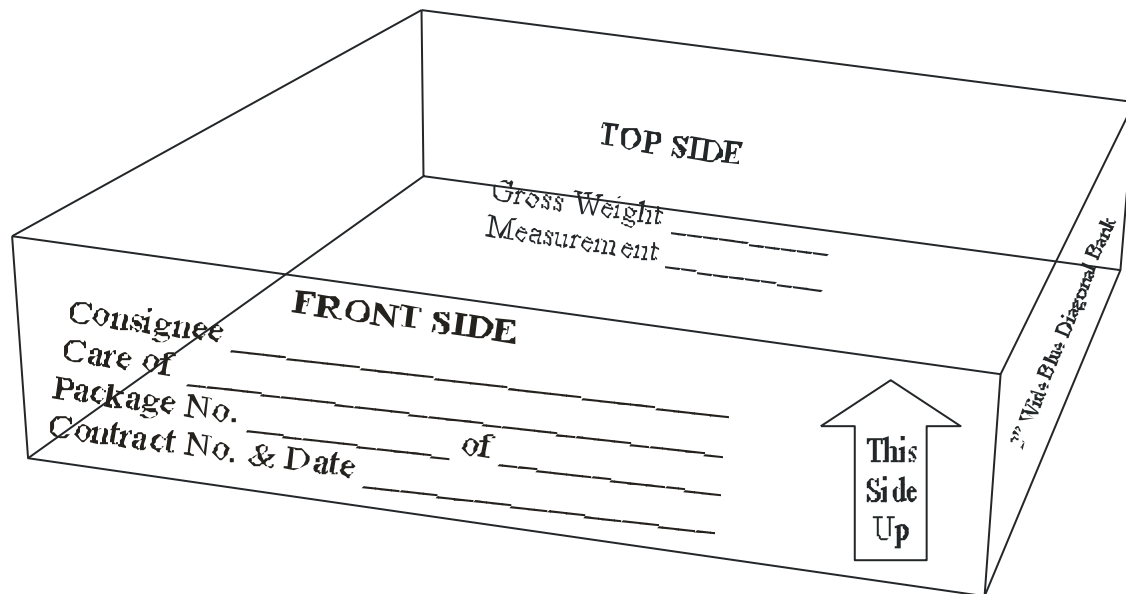
Signature of Two Witnesses (e)

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

**ANNEXURE VIII: MARKING INSTRUCTIONS**  
**(Annexure II)**

1. The consignment is to be marked in BLOCK LETTERS as given below:



2. Explanation of the above marking is given below:-

a. **TOP SIDE:**

- (i) First Line Gross Weight
- (ii) Second Line Measurement

b. **FRONT SIDE**

- (i) First Line CONSIGNEE
- (ii) Second Line CARE OF
- (iii) Third Line PACKAGE NO. OF PACKAGES
- (iv) Fourth Line CONTRACT NO. & DATE
- (v) A broad arrow in red showing "THIS SIDE UP"

c. **BOTH SIDES**

2" Wide Diagonal band in blue colour.

Note: Marking stencilled on the packages must be legible and identical to the marking shown on the bills of lading etc.





Money sent successfully.

Transaction ID

12428097349

Transaction Date & Time

10/10/2024 1:09:09 PM

Transaction Amount

15000.00

From Account Title

AFZAAL SHARIF

Beneficiary Name

PUBLIC PROCUREMENT

Beneficiary Account/ IBAN

\*0701

Channel

via HBL Digital