

NL-1

**NATIONAL LOGISTICS COPORATION**  
**INVITATION TO TENDER**  
**FOR SUPPLY OF TASK VEHICLES FILTERS**  
**UNDER FRAMEWORK CONTRACT**  
**WORDS OF CAUTION**

1. **Participation of Tender.** The tender can be participated by registered companies meeting the following minimum conditions: -
  - a. **OEMs** (Original Equipment Manufacturers)
  - b. **Authorized dealer of OEMs** (Local production facilities within Pakistan)
2. **Procedure for Selection of Contractor/Bidder.** As per Rule 12(2), this Tender is being placed at PPRA's website and in two national dailies, one in English and other in Urdu. According to **PPRA Rule 36 (b) Single Stage Two Envelopes** bidding procedure shall be used for procurement of **Task Vehicles Filters.**
3. **Eligibility / Bid Qualification Criteria.**
  - a. The bidder must prove his eligibility by completing the Bid Qualification Criteria as listed in **Annex 'A'**.
  - b. In the case of FOR imported items, the firms are responsible to provide evidence of the agency agreement/certificate of conformance, principal proforma invoice (in original and without price) and OEM certificates of all the items being quoted against this tender inquiry along with countries of origin. The firms will clearly indicate that all the parts used in the manufacturing (in case of assembling) are brand new from current production. Confirmation to fulfil technical specifications related to imported items on FOR basis must be highlighted in the technical bid.
  - c. Only FBR registered suppliers / persons who are on Active Taxpayer List (ATL) of FBR are eligible to supply goods/services to government

departments. Thus, the bidders will submit a certificate to this regard along with the technical bid.

4. **Special Conditions**

- a. This procurement will be carried out under Closed Framework Agreement and will be valid for one year (extendable) starting from date of issuance of LOA. "Framework Agreement" means a contractual arrangement which allows a procuring agency to procure goods, services or works that needed continuously or repeatedly at agreed terms and conditions over agreed period of time, through placement of number of orders.
- b. Prices quoted will be valid for **one year**. User will put up demand on "as and when required basis" throughout the year.
- c. Prices are required to be quoted for **"FOR"** Basis.
- d. Quoted price must be same for all locations (Rawalpindi, Lahore, Gujranwala and Karachi basis) inclusive of all taxes, packing and delivery charges. No transportation charges will be applicable.
- e. Quoted filters should be Brand New.
- f. Quantity can be decreased / increased by HQ NLC.
- g. Firm will ensure delivery of items (even quantity one of any item) as per demand of user.
- h. Company shall not ask for increase in prices within stipulated period.
- i. Offers must be accompanied by the schedule to tender duly completed / signed by authorized executive of the firm without which the offer will not be entertained.
- j. Bidder to furnish complete technical printed details and original brochure published by manufacturer in English, photo copies shall not be accepted.
- k. Complete technical details of the filters should be available on official website of manufacturer.

- l. Bidders will provide TRL (Trade Price List), published rates along with Financial quotes as currently available / valid.
- m. Authority letter from manufacturer in favor of bidder to participate and submit the bid, otherwise the bid shall not be considered.
- n. Bidder to furnish reference list of customers mentioning user details (company name, contact person, email address and Cell phone number) to whom similar filters has been supplied in last two years.
- o. Manufacture date must not be older than six months on date of supply at Consignee.
- p. Duration of the contract will be one year and would commence from the date of issuance of LOA and extendable upto six months more for two terms on mutual agreement.
- q. **Stamp duties.** Stamp duties as applicable through Government of Pakistan rules i.e, @ 0.25 % of value of contract will be paid by winning firm at the time of signing of contract.

5. **Rejection of Bid.** A bid can be rejected under following circumstances: -

- a. Bidders not qualified and eligible as per **Annex "A"**.
- b. Offers not accompanied with complete technical specifications of items being offered and not supported with detailed technical brochures.
- c. Non responsive bid to any required criteria / specification.
- d. Non submission of Tender Fee & Bid Security.
- e. Late submission of tender from given date & time.
- f. Offers not complying with the special instructions (para 4) in addition to other conditions.
- g. The tenderer fails to meet the technical evaluation criteria requirements.
- h. The tenderer has been blacklisted by any public or private sector organization.

6. **Particulars and Specifications.** Standard particulars of filters are attached at **Annex 'B'**. The bid should conform to the asked specifications. The technical specifications should be clearly and legibly written. It must be clearly understood that the terms and conditions and specifications are intended to be strictly enforced.
7. **Delivery of Tender.** The original copy of the tender is to be enclosed in double cover. (i) **TECHNICAL OFFER** (ii) **COMMERCIAL OFFER**, separately. The covers should be sealed and bear tender enquiry number and date of opening, while the outer cover should bear only address of this office without any indications.
8. **Date and Time for Submission of Tender.**
  - a. Tender must reach HQ NLC Harding Road Near AFIRM Rawalpindi by the date and time specified in tender notice by hand or by post.
  - b. Tender must be dropped in the tender box before given time.
  - c. NLC will not be responsible for delay occurring in post.
9. **Price**
  - a. The firms must quote price on **FOR** Rawalpindi, Lahore, Gujranwala and Karachi basis inclusive of all taxes, packing and delivery charges.
  - b. The price must be quoted in **PAK RUPEE** in figures and words at the appropriate space of the schedule to tender.
  - c. Prices must be as a **Closed Framework Agreement** PPRA Rule 16(A)(4) valid at least one (1) year from the date of signing of contract.
  - d. Prices quoted should be firm and final.
  - e. Tax exemption (if any) may be provided with the tender documents.
10. **Validity of Offers.** The validity period of quoted rates must be indicated and should be at-least **90 days** from the date of opening the tender without any condition, extendable for further processing of the case, if required.
11. **Delivery Period.** Filters must be delivered within 20 x working days from the placing of demand by user at locations mentioned in tender beyond which Late Delivery Charges will apply.

12. **Technical Specifications.** Technical specifications of quoted filter will include drawings, construction / filtration material, micron value and recommended replacement interval.
13. **Survey of Samples.** Bidders can conduct survey for any technical assistance regarding filter samples, specifications, part number and make / type. In this regard, please contact below focal person: -  
Manager IP (S) - Karachi  
Landline No. 051-9052866
14. **Packing.** Unless a method of packing is indicated in the specification in the schedule to tender form, the method of packing proposed by supplier must be described in schedule to the tender form. Bidders are at liberty to quote for additional alternative sizes and description of packs and these must be described in the schedule of tender. Packing should be such that item shall not get damaged in transit till place of delivery. **SAFE DELIVERY OF ITEMS IS SOLE RESPONSIBILITY OF FIRM.**
15. **Inspection.**
  - a. Inspection / evaluation will be carried out after delivery by a board of officers, to verify their conformity to the required specifications.
  - b. NLC board of officer may carry out visit of facility / factory premises of bidder's firm before or after award of contract on firm expense to evaluate and confirm production facilities (if required).
16. **Arbitration.** Any bidder feeling aggrieved by any act of procuring agency after submission of his bid and prior to award of the contract may lodge a written complaint to procurement agency under Rule - 48 PPRA. In case of any dispute, DG NLC will be Arbitrator.
17. **Risk and Expense.** Failure to supply the goods quoted or failure to meet the commitment made regarding delivery schedule, specifications, short supplies etc. will authorize HQ NLC to purchase the items at firm's risk and cost.
18. **Force Majeure.** The supplier will not be held responsible for any delay occurring the supply of contracted stores due to event of force majeure such as Act of God, War, Riots, Civil Commotion's Strikes, lock out or disturbance directly affecting the supply over which the supplier has no control. In such an

event the contractor shall inform the Purchaser within 15 days of the happening in writing. Non-availability of raw material for the manufacture of stores or the export permit for the export of the contracted stores from the country of its origin shall not constitute Force Majeure.

19. **Late Delivery.** If Supplier fails to supply stores within the time periods (s) specified in the contract Purchaser shall without prejudice to its other remedies under the contract, shall have the right to claim liquidated damages and the supplier shall pay to purchaser as liquidated damages an amount upto the rate of 2% of the value of un supplied quantity of the stores per month or part of a month not exceeding 10% of the total value of the particular stores. Once the maximum is reached, purchaser may consider Termination of Contract. Imposition of LD Charges will be made in numbers of days late, where appropriate.
20. **Terms of Payment**
- a. Payment will be made after delivery, final Inspection and issuance of CRV (Certified Receipt Voucher) by the consignee.
  - b. Partial payments against partial deliveries will be allowed.
  - c. The payment to the registered person is linked with active taxpayer status of the supplier as per FBR data base. If any registered supplier is not on active Taxpayer list, his / her payment will be stopped till he / she files his / her mandatory returns and appears on ATL of FBR.
  - d. No advance payment is allowed.
21. **Tender Fee and Bid Security.** Both will be prepared in the shape of bank draft in favor of **National Logistics Corporation HQ Main Account** Rawalpindi and submitted as following: -
- a. **Tender Fee.** Rs 2,000 must be attached with **Technical Offer.**
  - b. **Bid Security.** An amount of Rs 800,000/- in sealed envelope (mentioning **Name of Bank and Draft Number & Date**) must be attached with **Technical Offer.** Same will be opened with **Financial Offer.**
22. **Bank Guarantee**

- a. Performance Bank guarantee (as per Annex “C”) / certified cheque/ cashier’s or manager’s cheque, or bank draft 5% of the contract value must be provided / deposited by the successful firm for award of contract, within 20 x days from the signing of the contract / issuance of Letter of Intent (whichever is earlier).
- b. The Guarantee should be from a schedule bank of “AA” rating and valid till one month after warranty period.

23. **Warranty Period.**

- a. Warranty period of filters will be 6 x months from date of fitment in vehicle or 12 x months after date of CRV (Certified Receipt Voucher) whichever comes earlier.
- b. If there is any technical fault / manufacturing defect in filters, it will be replaced by the firm free of cost.

24. **Comparison Chart.** Firms will also attach comparison chart and respond to all queries / requirement in Annex 'B' as part of their technical offer: -

| NLC Requirement | Firms Specification of Offered System with brand, model, manufacturer & country of origin (Fill all columns) | Remarks |
|-----------------|--------------------------------------------------------------------------------------------------------------|---------|
|                 |                                                                                                              |         |

25. **Evaluation:** Technical offer of bidders found eligible and qualified as per **Annex ‘A’** will be evaluated. Financial offers of technically approved bidders will be opened only and bidder with the lowest financial proposal will be considered highest ranked bid.

Senior Manager Procurement  
HQ NLC

**NL-2**

**HEADQUARTERS NATIONAL LOGISTIC CORPORATION**

**GENERAL CONDITIONS GOVERNING CONTRACT**

1. Tender will be opened at HQ NLC Harding Road Near AFIRM Rawalpindi at Date and Time mentioned in the newspaper ad.
2. Tender will be submitted in accordance with PPRA Rule 36 (b) i.e. **Single Stage - Two Envelope Bidding Procedure under Framework Agreement.**



**NL-3**

Address\_\_\_\_\_

Telephone\_\_\_\_\_

Code Used\_\_\_\_\_

From: \_\_\_\_\_

To:

**THE DIRECTOR GENERAL  
NATIONAL LOGISTICS CORPORATION  
HARDINGE ROAD NEAR AFIRM RAWALPINDI**

Dear Sir,

1. I/We hereby offer to supply to the Director General NLC, stores as per detail in the Scheduled hereto or such portion thereof as you may specify in the contract at the prices given in the said schedule and agree to hold this offer open till \_\_\_\_\_. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/We hereby certify own eligibility as per Annex 'A' to NL-1.
3. I/We have understood the instructions to Tenders and Conditions of Contract as laid down in form NL-2 to "General Conditions Governing Contracts" and have thoroughly examined the specificity/drawing and or pattern quoted in the schedule hereto 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.
4. Recommended technical manual/ data are also enclosed with the offer.
5. The following pages have been added to and form part of this tender.

Your faithfully

(Signature of Tendered)

Address\_\_\_\_\_

Dated \_\_\_\_\_

Signature of witness\_\_\_\_\_

Address\_\_\_\_\_

**Annex “A”**

**BID QUALIFICATION CRITERIA**

| Ser | Check List                                                                                   | Yes / No |
|-----|----------------------------------------------------------------------------------------------|----------|
| 1.  | Tender Fee                                                                                   |          |
| 2.  | Bid Security                                                                                 |          |
| 3.  | Copy of NTN / STRN and Active Tax Filler Certificate                                         |          |
| 4.  | Authorization Letter from OEM (for dealers)                                                  |          |
| 5.  | Complete Tech Data of Equipment with details as noted in Annex “B”                           |          |
| 6.  | 90 x Days Offer Validity                                                                     |          |
| 7.  | Confirmation of Delivery Period                                                              |          |
| 8.  | Comparison Chart with NLC specifications (GSR)                                               |          |
| 9.  | Non Blacklisting Certificate (Original) on e-Stamp / affidavit of Rs 100                     |          |
| 10. | Certificate to accept all conditions of tender without exception                             |          |
| 11. | Hierarchy of the firm along with portfolio of owner & top management be attached             |          |
| 12. | Production Facilities Details with required certifications & approvals                       |          |
| 13. | Technical Support Agreement with Foreign / Local Firm (If any)                               |          |
| 14. | Dealership in Rawalpindi, Lahore, Gujranwala and Karachi, with stockage/warehousing facility |          |
| 15. | Overall Firm Rating (Reputable Authority Foreign/Local)                                      |          |

**Note.** The technical proposal shall be submitted strictly in accordance with the sequence prescribed in the above checklist.

**Annex 'B'**

**DETAILED OF FILTERS**

Requirement of filters may increase / decrease as per the requirement of user.

| Ser                     | Make Type          | Part No                    | Nomenclature                 | R&M Kci | R&M Lhr | R&M Rwp |
|-------------------------|--------------------|----------------------------|------------------------------|---------|---------|---------|
| 1                       | Hino FM 2P         | 156071531                  | Oil Filter                   | 1597    | 50      | 50      |
| 2                       | "                  | 156071562                  | Oil Filter                   | 1597    | 50      | 50      |
| 3                       | "                  | 234011730                  | Fuel Filter                  | 1597    | 50      | 50      |
| 4                       | "                  | 234011222                  | Fuel Filter                  | 1597    | 50      | 50      |
| 5                       | "                  | 178013420                  | Air Element outer            | 263     | 10      | 10      |
| 6                       | "                  | 178013110/<br>ME063140     | Air Element inner            | 263     | 10      | 10      |
| 7                       | "                  | S-3291EV010                | G/Box Filter                 | 20      | 10      | 10      |
| 8                       | "                  | S-4109-E0010               | Diff Filter                  | 404     | 10      | 10      |
| 9                       | "                  | S-443611070                | Steering oil Filter          | 121     | 10      | 10      |
| 10                      | North Benz         | 61000070005                | Oil Filter                   | 614     | 0       | 0       |
| 11                      | "                  | 612600081334               | Fuel Filter                  | 584     | 30      | 0       |
| 12                      | "                  | 612600081335               | Water Separator Filter       | 61      | 0       | 0       |
| 13                      | "                  | A-5710940901<br>KLX9691970 | Air Element Set              | 77      | 05      | 0       |
| 14                      | ISUZU 390<br>HP    | 1876101670                 | Element Oil Filter           | 3008    | 800     | 800     |
| 15                      | "                  | 1876101680                 | Element Oil Filter           | 3008    | 800     | 800     |
| 16                      | "                  | 1876100940                 | Element Kit Fuel Filter      | 1154    | 200     | 200     |
| 17                      | "                  | 1876101520                 | Element Kit Fuel Filter      | 1154    | 800     | 800     |
| 18                      | "                  | 1876101111                 | Element Air Cleaner<br>Outer | 2000    | 500     | 500     |
| 19                      | "                  | 1876101121                 | Element air Cleaner<br>Inner | 2000    | 500     | 500     |
| 20                      | ISUZU FV R-<br>240 | 894391049-4<br>187610064-0 | Element Oil Filter           | 900     | 600     | 300     |
| 21                      | "                  | 898092481-1<br>187610094-0 | Element Fuel Filter          | 4408    | 500     | 500     |
| 22                      | "                  | 897542540-0<br>187610093-1 | Element Fuel Filter          | 600     | 400     | 400     |
| 23                      | "                  | 898071421-0<br>187610113-0 | Filter ACL OUTER             | 900     | 350     | 350     |
| 24                      | "                  | 898071422-0<br>187610114-0 | Filter ACL INNER             | 900     | 350     | 350     |
|                         |                    |                            | Total                        | 28827   | 6085    | 5750    |
| <b>G. Total - 40662</b> |                    |                            |                              |         |         |         |

**Note:** Firm must provide detail of filters being manufactured / supplied along with prices

**Annex “C”**

**Performance Guarantee**

Guarantee No. : [Insert]  
Date of Issuance : [Insert]  
Date of Expiration : [Insert]  
Amount of L/G : [Insert amount]  
[Insert amount in words]  
Name of the Principal (Contractor) : [Insert]  
Address of the Principal (Contractor) : [Insert]  
Name of the Guarantor/Warranter  
(Bank) : [Insert name]  
Address of the Guarantor/Warranter  
(Bank) : [Insert branch address]  
Letter of Acceptance : [Insert letter No. and date]  
To (Employer) : National Logistics Corporation (NLC), HQ  
NLC  
Harding Road, R.A Bazar, Saddar,  
Rawalpindi.

**WHEREAS**, pursuant to the submission of a successful bid by M/s [Insert Entity name] (hereinafter referred to as the “**Contractor**”), a [legal status of the entity] registered under [insert relevant law], having its registered office at [Insert address], the National Logistics Corporation (hereinafter referred to as the “**Employer**”), on [Insert date], issued a letter of acceptance (hereinafter referred to as the “**LOA**”);

**AND WHEREAS**, in compliance with the terms and conditions of the LOA, and upon the request of the Contractor, [Insert Bank Name] (hereinafter referred to as the “**Guarantor**”) hereby undertakes to pay the amount due and payable under this guarantee (hereinafter referred to as the “**Guarantee**”) without any demur, by way of a written demand notice (hereinafter referred to as the “**Demand Notice**”) in order to secure the performance of the Contractor’s obligations under the LOA, including, *inter alia*, [Insert a brief description of the obligations] (hereinafter referred to as the “**Guaranteed Obligations**”);

**AND WHEREAS**, the condition precedent of this Guarantee is such that the Contractor has accepted the Employer’s LOA;

**NOW THEREFORE**, in pursuance of the terms and conditions of the LOA, and at the request of the Contractor, we hereby affirm that we the Guarantor, as named above, are responsible to you, on behalf of the Contractor, for a total amount of [Insert amount of Guarantee] [Amount in words] (hereinafter referred to as the “**Guaranteed Sum**”), and held firmly bound unto the Employer for the foregoing amount. We undertake to pay the Employer, upon its first written application and without cavil or argument within three (03) days of the receipt of the written demand (the “**Due Date**”), any sum(s) within the ambit of [Amount of Guarantee], without requiring the Employer to prove any specific grounds or reasons for the demand put forth for the sum specified therein;

**PROVIDED THAT**, the Guarantor hereby binds itself unconditionally and irrevocably, and undertakes and guarantees to pay the Guaranteed Sum, as primary obligor and not merely as surety, without protest or demur and without reference, notice or recourse to the Contractor or any other

person, and hereby expressly waives all rights to deny its obligation to the Employer irrespective of any dispute, difference or disagreement between the Contractor and Employer or contest by any other party or person;

**PROVIDED FURTHER THAT**, at any time during the validity of this Guarantee, the Employer may, at its sole discretion and decision, demand payment of the entire Guaranteed Sum, or any portion thereof, from the Guarantor. The decision of the Employer as to the Contractor'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;

**PROVIDED FURTHER THAT**, this Guarantee shall remain in full force and be effective for a period up to [Insert duration], and any extension(s) thereof, and the Guarantor's obligations under this Guarantee shall be for payment of the Guaranteed Sum or part thereof as may be demanded by the Employer from time to time;

**PROVIDED FURTHER THAT**, the Employer may, if and when and in such manner as the Employer in its sole discretion deems appropriate, grant time or other indulgence to or accept or make any composition or arrangement with the Contractor and/or vary, renew, discharge, realize, release, enforce or deal with any other securities, guarantees, obligations, decrees, contracts, or agreements, now or hereinafter made or held by the Employer, and such acts shall not affect in any way whatsoever the Employer's rights under this Guarantee, and shall not affect in any way whatsoever the Guarantor's liability hereunder, or discharge the Guarantor from its obligations under this Guarantee;

**PROVIDED FURTHER THAT**, demands under this Guarantee may be made from time to time in accordance with its terms. Partial payments of the Guaranteed Sum shall not discharge this 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 Sum;

**PROVIDED FURTHER THAT**, no delay or failure to exercise any right or remedy under this Guarantee by the Employer 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 Employer shall be valid unless made in writing;

**PROVIDED FURTHER THAT**, no set-off, counter claim, reduction, or diminution of any obligation that the Guarantor has or may have against the Employer shall be available to it against the Employer in connection with any of its obligations to the Employer under this Guarantee. The Guarantor shall make all payments under this Guarantee in [Insert 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 Employer, provided that if the Guarantor is required to make any deduction or withholding from such payments under applicable law, it shall pay to the Employer such additional amount necessary to ensure that the Employer 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 the Islamic Republic of Pakistan the payment of the Guaranteed Sum 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 Sum being denominated in a foreign currency, this Guarantee shall secure and shall be deemed always to have secured the Guaranteed Sum in equivalent Pakistan Rupees calculated at the average of the

National Bank of Pakistan Telegraphic Transfer & On – Demand selling rate for United States Dollars prevalent on the date of issuance of this Guarantee and payment of the whole or part of the Guaranteed Sum as demanded by the Employer may in such event be made by the Guarantor in Pakistan Rupees;

**PROVIDED FURTHER THAT**, 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 Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor under the laws of the Islamic Republic of Pakistan. In addition thereto, the signatory to this Guarantee are the Guarantor's duly authorized officers;

**PROVIDED FURTHER THAT**, this Guarantee shall expire at the official closing of the counters of the Guarantor, [Name of the Branch] [City], on [Expiry date] (hereinafter referred to as the "**Expiry Date**"). Except for demands made by the Employer under this 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 Guarantee whether or not this instrument of Guarantee is returned to the Guarantor;

**IN WITNESS THEREOF**, the Guarantor executes this instrument which shall be unconditional and irrevocable, under its seal per his bounden duty on the date specified above, the name and corporate seal of the Guarantor hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

For and on behalf of [insert bank name] and [insert branch address]

Dated [Insert date], [Insert year], at [Insert location]

**Witnesses:**

**Witness # 1:**

**Witness # 2:**

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

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

CNIC No. \_\_\_\_\_

CNIC No. \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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