# **Tender Covering Form**

**Directorate of Procurement (Navy)** 

Through Bahira Gate, Near SNIDS Centre, Naval Residential Complex E-8

**ISLAMABAD** 

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649 Section: 051-9262304

Email: <a href="mailto:dpn@paknavy.gov.pk">dpn@paknavy.gov.pk</a>

Adpn31pre@paknavy.gov.pk

#### P- 31/PRE Section (Contact: 051-9262304 Email: adpn31pre@paknavy.gov.pk)

Tender N	o & Date						
Tender D	escription						
IT Openin	ng Date						
Firm Nam	ne						
Postal Ad	dress						
Contact P	erson Name_						
Contact N	lumber	(Landline	) (Mo	bile		_)	
			ion: Firm is to suble details given below:		roposal in a s	sealed	d envelope which
This env	velope must co		Technical Offer (01 order and Supplier				
S No		Docum	ent		Original S	Set	Copy Set
1.	Bank Challar						
2.			vhere applicable)				
3.	applicable)			(where			
4.		of IT (with complia					
5.	DP – 2 Form clause.	of IT with compli-	ance remarks agains	t each			
6.	Technical Of	fer / Snecs					
7.	Annexes of I						
8.		IT (dully filled & s	ianed)				
9.			f firm is registered	d with			
10.	Income tax F	illing Proof.					
11.		egistration Proof.					
12.	CEO Name 8						
13	compatible to		ertificate of Conforr given in <b>of Annex A</b> ).				
14	Country of C	<b>Drigin</b> (Must be m	entioned)				
Sealed I	Envelop 2 – E	arnest Money:	This Envelop must of	ontain E	Earnest Mon	ey on	ly.
Sealed I	Envelop 3 – C	ommercial Offer	This Envelop mus	st conta	in following o	docum	nents:
1.	Firm's Comm	nercial Offer		01 x O	riginal		
2.		oice (where applic	able)	01 x O	riginal		
3.	Dully filled D	P-2 Form of IT		01 x O	riginal		

<u>Firm's Declaration:</u> It is certified that we have submitted tender in compliance with above instructions and we understand that our offer is liable to rejection if tender is not prepared / packed as per above instructions.

Firm's	<b>Authorized</b>	<b>Signatures</b>	
LIIIII 2	Authorized	Signatures	

#### **DIRECTORATE PROCUREMENT (NAVY)**

	Directorate of Procurement (Navy) Through Bahira Gate Near SNIDS Centre, Naval Residential Complex E-8 ISLAMABAD Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk		
M/s			
	Date		
INVITATION TO TENDER AND GENE	RAL INSTRUCTIONS		
Dear Sir / Madam,			
1. DP (Navy) invites you to ter services as per details given in attache	nder for the supply of stores/equipment/d Schedule to Tender (Form DP-2).		
the successful bidder is governed by t	ubsequent contract agreement awarded to he rules / conditions as laid down in PPRA 019) covering general terms & conditions of	Understood agreed	Understood not agreed
contracts laid down by MoDP / DGDP. you and your firm to first acque (www.ppra.org.pk) and DPP&I-35 (Refrom DGDP Registration Cell on Phorthe tender. If your firm / company post capability, you must be registered or	As a potential bidder, it is incumbent upon taint yourself with PPRA Rules 2004 evised 2019) (print copy may be obtained the No. 051-9270967 before participating in esesses requisite technical as well financial willing to register with DGDP to qualify for the after security clearance and provision of		
I/T (Invitation to Tender) i.a.w PPR/ entered into between the parties Directorate General Defence Purch accordance with the law of contract / Purchase Procedure & Instructions ar	A Rules 2004 shall mean the agreement i.e. the 'Purchaser' and the 'Seller' on lase (DGDP) contract Form "DP-19" in Act, 1872 and those contained in Defence and DP-35 (Revised 2019) and other special contract for the supply of Defence Stores /	Understood agreed	Understood not agreed

4. **Delivery of Tender.** The tender documents covering technical and commercial offers are to be furnished as under:-

Services specified herein.

indicate mentio envelop Taxes, Foreign indicate be clea firm, D	e prices quoted ned in IT. It sho pe "Commercia duties, freight/train training, instantally. To arly mentioned.	l in ould all cansplants of the can be called the calle	figures as well be clearly marked of the clearly marked of the items case of more the ght to accept love.	as in words ad in fact on a number and conce charges FAng, services Tander against an one option vest technically	in the currency separate sealed date of opening. ATs, local training axes are to be st the tender is to noffered by the vaccepted option iny Report.	Understoo d agreed	Understoo d not agreed
specific literatu envelop numbe hour af	cations in <u>DUPL</u> re/brochure, dra pe and clearly n r and date of op fter the date and	ICA wing nark enir tim	TE (or as specings and complianed of the complianed of the complex	fied in IT) alor ce metrics in a ffer" without pr er shall be ope ender mentione	ntain all relevant ng with essential separate sealed rices, with tender ened first; half an ed in DP-2. Firms following format:	Understood agreed	Understood not agreed
S.No	Technical requirement per IT	as	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	availability enclosed p from brock	uote/ ional g as	
C. please	be read point b	where tion	e their offer does no es. Tender docu oint and understo	uments and its		Understood agreed	Understood not agreed

c. <u>Special Instructions.</u> Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover),

addressed and indicated in the ter that there is a tender within it.	nder documents, without any indication		
(alongwith annexes), DP-3 and Cosubmitted with the technical offer of	nd Questionnaires. Form DP-1, DP-2 Questionnaires duly filled in are to be duly stamped/signed by the authorized o mention that all these are essential ender.	Understood agreed	Understoo
f. The tender duly sealed will be	e addressed to the following:-		
Th No Na	irectorate of Procurement (Navy) Prough Bahira Gate ear SNIDS Centre, aval Residential Complex E-8 SLAMABAD		
	ontact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 mail: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk		
the date and time specified in the Schedule Directorate will not accept any excuse received after the appointed/ fixed tappointed time will, however, fall on next holiday. Only legitimate/registered represe tender opening. In case your firm has sent courier service, you may confirm their 051-9262311 well before the opening date	of delay occurring in post. Tenders time will NOT be entertained. The tworking day in case of closed/forced ntatives of firm will be allowed to attend tender documents by registered post or receipt at DP (Navy) on Phone No	Understood agreed	Understoo not agreed
6. <u>Tender Opening</u> . Tenders will be of tender. Commercial offers will be opened a acceptable on examination by technical at for opening of Commercial offer shall registered representative of firm will be allowed after date & time specified in DP and returned un-opened i.a.w Rule 28 of P	uthorities of Service HQ. Date and time be intimated later. Only legitimate / owed to attend tender opening. Tenders 2-2 would be rejected without exception	Understood agreed	Understoo
7. Validity of Offer.			
invariably be 120 days from the date <b>Proposal</b> or 30th June whichever	ations must be indicated and should e of opening of <b>Commercial</b> / <b>Financial</b> r is later. Firm undertakes to extend number of original bid period (i.e. 120 A Rule-26.	Understood agreed	Understoo not agreed
of the contract items (s) in any qty(s	nat in case of an additional requirement  b) within a period of 12 months from the  c will also be supplied at the ongoing	Understood agreed	Understoo not agreed
8. <b>Part Bid.</b> Firm may quote for the tender that the rate quoted, shall apply	e whole or any portion, or to state in only if the entire quantity/range of		

stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted. Quoting of Rates. Only one rate will be quoted for entire quantity, item 9. Understood Understood wise. In case quoted rates are deliberately kept hidden or lumped together to trick agreed not agreed other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). Understood Understood 10. Return of I/T. ITs are to be handled as per following guidelines: agreed not agreed For registered firm(s), case will be referred to DGDP for necessary a. administrative action if firms registered / indexed for tendered items/stores do not quote / participate. b. It is a standard practice to invite all firm(s) including those un-Understoo Understood registered with DGDP who gave their preliminary budgetary/ technical d agreed not agreed proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email. 11. Firms shall not withdraw their commercial Withdrawal of Offer. Understood Understood offers before signing of the contract and within validity period of their offers. In agreed not agreed case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year. 12. In case any Provision of Documents in case of Contract. Understood Understood agreed not agreed wins a contract, it will deposit following documents before award of contract: Proof of firm's financial capability. a. Foreign Seller has to provide its Registration Number issued by b. respective Department of Commerce authorizing export of subject stores. C. Principal/Agency Agreement. d. Registration with DGDP (Provisional Registration is mandatory) 13. **Treasury Challan.** a. Offers by registered firms must be accompanied with a Challan form Attached Not of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) Attached and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan. Firms, un-registered / un-indexed with DGDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP). **Earnest Money/Tender Bond:-** Please ensure Earnest Money Not Attached Attached contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or

Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

- Submitting improper Earnest Money. Earnest Money/Bid Security a. furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.
- b. Rates for Contract. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
  - Registered/Indexed/Pre-Qualified Firms. (i) 2% the quoted value subject to maximum ceiling of Rs. 0.500 Million.
  - Registered/Pre-Qualified but Un-indexed Firms. the quoted value subject to maximum ceiling of Rs. 0.750 Million.
  - Unregistered/not Pre-Qualified/Un-indexed Firms. the quoted value subject to maximum ceiling of Rs. 1.000 Million.

#### **Return of Earnest Money** C.

- Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- (ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

**Documents for provisional registration:** 15. In case your firm wins a Understood Understood contract on Earnest Money (EM), it will deposit following documents to DGDP agreed (Registration Section) before the award of contract for provisional registration:-

Not agreed

S No	Local Supplier	Foreign Supplier		
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.		
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.		
C.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.		
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.		
e.	Challan Form	Challan Form		
f.	Bank Statement for last one year.	Financial standing/audit balance sheet		
g.	Photocopy of NTN	Photocopy of passport		
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.		

16. <u>Inspection Authority</u> . CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of	Understood agreed	Understood not agreed
the contract.		
17. <u>Condition of Stores.</u> Brand new stores will be accepted on Firm's Warranty/Guarantee Form DPL-15 enclosed with contract.	Understood agreed	Understood not agreed
18. <u>Documents Required.</u> Following documents are required to be submitted along with the quote:	Understood agreed	Understood not agreed
a. OEM/Authorized Dealer/Agent Certificate along with <b>OEM Dealership Evidence</b> .		
b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.		
c. Original quotation/Principal/OEM proforma invoice.		
d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.		
e. Submit breakup of cost of stores/services on the following lines:		
<ul> <li>(i) Imported material with break down item wise along-with import duties.</li> <li>(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable: <ul> <li>(1) General Sales Tax</li> <li>(2) Income Tax</li> <li>(3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.</li> <li>(4) Any other tax/duty.</li> </ul> </li> <li>(iii) Fixed overhead charges like labour, electricity etc.</li> <li>(iv) Agent commission/profit, if any.</li> <li>(v) Any other expenditure/cost/service/remuneration as asked for in the tender.</li> </ul>		
<ul> <li>19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows:         <ul> <li>a. 1<sup>st</sup> rejection on Govt. expense</li> <li>b. 2<sup>nd</sup> rejection on supplier expense</li> <li>c. 3<sup>rd</sup> rejection contract cancellation will be initiated.</li> </ul> </li> </ul>	Understood agreed	Understood agreed
20. <u>Security Deposit/Bank Guarantee.</u> To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an	Understood agreed	Understood not agreed
amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per		

prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

21. Integrity Pact.	There shall be "zero tolerance"	against bribes, gifts,	Understood	Understoo
commission and inducem	ent of any kind or their promises	thereof by Supplier /	agreed	not agreed
Firm to any Government of	official / staff whether to solicit any	undue benefit, favour		
or otherwise. Following prompliance:	provisions must be clearly read &	understood for strict		

- a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk
- b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, **PERMANENT BLACKLISTING** of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.
- c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.
- 22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).
- 23. <u>Pre-shipment Inspection</u>. PN may send a team of officers including DP(N) member for the inspection of major equipment's and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

Understood	Understood
agreed	not agreed
Understood	Understood
agreed	not agreed

	Amendment to Contract. Contract may be amended/modified to include clause (s) modify the existing clauses with the mutual agreement by the er and the purchaser; such modification shall form an integral part of the	Understood agreed	Understood not agreed
contra	· · · · · · · · · · · · · · · · · · ·		
	<u>Discrepancy</u> . The consignee will render a discrepancy report to all rned within 60 days after receipt of stores for discrepancies found in the gnment. The quantities found short are to be made good by the supplier, free	Understood agreed	Understood not agreed
of cos	t.		
26.	Force Majeure.		
	a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.	Understood agreed	Understood not agreed
	b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.		
	c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.		
	d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.		
	e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.		
	<u>Arbitration.</u> Parties shall make their attempt to settle all disputes arising this contract through friendly discussions in good faith. In the event that	Understood agreed	Understood not agreed
progre writte	party shall perceive such friendly discussion to be making insufficient ess towards settlement of dispute (s) at any time, then such party may be notice to the other party refer the dispute (s) to final and biding arbitration evided below:		
	a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.		

b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.

executed except that part which is under arbitration		
e. All proceedings under this clause shall be conducted in English language and in writing		
28. <u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.	Understood agreed	Understoo not agreed
29. <u>Liquidated Damages (LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DP-35, if the stores supplied after the expiry of the delivery date without any valid	Understood agreed	Understood not agreed
reasons. Total value of LD shall not exceed 10% of the contract value.		
30. <b>Risk Purchase.</b> In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.	Understood agreed	Understood not agreed
31. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment	Understood agreed	Understood not agreed
declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.		
32. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.	Understood agreed	Understo not agree
33. Termination of Contract.  a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.	Understood agreed	Understood not agreed
b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:		

The arbitration award shall be firm and final.

In course of arbitration the contract shall be continuously be

C.

d.

- (i) To have any part thereof completed and take the delivery thereof at the contract price or.
- (ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.
- (iii) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.
- c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

	and expense (RE) of the Supplier.		
	Rights Reserved. Directorate of Procurement (Navy), Rawalpindi es full rights to accept or reject any or all offers including the lowest.	Understood agreed	Understo
	ds for such rejections may be communicated to the bidder upon written st, but justification for grounds is not required as per PPRA Rule 33 (1).		
35. with th	Application of Official Secrets Act, 1923. All the matters connected is enquiry and subsequent actions arising there from come within the scope	Understood agreed	Understoo
compl	e Official Secrets Act, 1923. You are, therefore, requested to ensure ete secrecy regarding documents and stores concerned with the enquiry limit the number of your employees having access to this information.		
36. from th	Acknowledgment. Firms will send acknowledgement slips within 07 days ne date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood agreed	Understoo not agreed
37.	<u>Disqualification.</u> Offers are liable to be rejected if:-	Understood	Understood
	a. Received later than appointed/fixed date and time.	agreed	not agreed
	<ul> <li>b. Offers are found conditional or incomplete in any respect.</li> <li>c. There is any deviation from the General /Special/Technical</li> </ul>		
	Instructions contained in this tender. d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are		
	NOT received with the technical offer.		
	e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para		
	17.		

j. Subject to restriction of export license.
 k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.

equipment assemblies are not attached in support of specifications.

Treasury challan is NOT attached with the technical offer.

Manufacturer's relevant brochures and technical details on major

Multiple rates are quoted against one item.

f.

g.

h.

- If the authorization letter/ agency/ dealership/ distribution agreement is not attached or if the validity of the same is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- Principals invoice in duplicate clearly indicating whether prices n. quoted are inclusive or exclusive of the agent commission is not enclosed.
- Earnest money is not provided.
- Earnest Money is not provided with the technical offer (or as q. specified).
- If validity of offer is not quoted as required in IT or made subject to confirmation later.
- Offer made through Fax/E-mail/Cable/Telex.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- If OEM and principal name and complete address is not mentioned.
- Original Principal Invoice is not attached with offer. ٧.

38.	<b>Appeal</b>	s by	Supp	lier/	Firm.	Any	aggrieved	Supplier	r/Firm	agains	t t	the
deci	sion of DF	P (N) 0	or CINS	or a	iny oth	er pro	oblematic a	rea towar	ds the	execut	ion	of
the	contract	may	prefer	an	Appe	al to	Standing	Appeal	Comm	nittee (	SA	(C)
com	prising PN	I Offic	ers and	l mil	itary fiı	nance	rep at Nav	al headqı	uarters	s, Islam	aba	ad.
The	detail and	l timel	ine for p	orefe	erring a	appea	ls is given l	pelow:				

S.No.	Category of Appeal	Limitation Period
a.	Appeals for liquidated damages	Within 30 days of decision
b.	Appeals for reinstatement of contracts	Within 30 days of decision
C.	Appeals for risk & expense amount	Within 30 days of decision
d.	Appeals for rejection of stores	Within 30 days of decision
e.	Appeals in all other Cases	Within 30 days of decision

**<u>Limitation.</u>** Any appeal received after the lapse of timelines given in para 38 above shall not be entertained.

#### Understood Understood agreed not agreed SECRECY / NON DISCLOSURE AGREEMENT (NDA) The supplier shall undertake as per attached Annex C that any information about the sale/purchase of stores under this contract shall not be communicated to any Understood Understood agreed not agreed person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) to receive it. Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the supplier. For Firms not Registered with DGDP. Understood Understood agreed not agreed

#### 41.

Firms not registered with DGDP undertake to apply for registration with DGDP signing of Contract. Details can be found on DGDP www.dgdp.gov.pk.These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

Firms which are not registered with DGDP should initiate provisional 42. registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tende

1 1		
al y r	Understood agreed	Understood not agreed

Understood

agreed

Understood

not agreed

after technical opening. Firms undertake to provide following documents for ground check by FS Team: NTN a. Income Tax Return b. Sales Tax Return C. d. Sales Tax Certificate Chamber of Commerce Industry Certificate e. Professional Tax Certificate (Excise & Taxation) f. g. Office/Home/Ware House Property documents Utility Bills (Phone/Electricity) h. Firm Vehicle/Personal Vehicle į. k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO **DGDP** Registration letter ١. Firm Bank Statement m. Non Black List Certificate n. 2 X Witness + CNIC and Mobile Numbers p. Police Verification q. Agency Agreement r. **OEM Certificate** S. ISO Certificate t. Stock List with value u. Company Profile/Broachers ٧. **Employees List** W. Firm Categories х. Sole Proprietor Certificate у. Partnership Deed Z. Pvt Limited aa. ab. Memorandum of Articles Form 29 and Form A ac. **Incorporation Certificate** ad. We solemnly undertake that all IT clauses marked as "Understood & 43. Understood Understood not agreed Agreed" shall not be changed / withdrawn after tender opening. The IT provisions

accepted shall form the baseline for subsequent contract negotiations.

The above terms and conditions are confirmed in total for acceptance.

Format of DPL-15 (DP2 form) and PBG are enclosed as Annex A & B.

Sincerely yours,

(To be Signed by Officer Concerned)

Rank:\_\_\_\_

NAME:

44.

45.

#### **DPL-15 (WARRANTY / GUARANTEE)**

FIRM'S NAME: M/s_	 	 

- 1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.
- 2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).
- 3. This warranty shall remain valid for <u>01 Year</u> after the acceptance of stores by the end user

The signature must be the same as that on the tender/contract, or if otherwise must be shown to be the signature of a person capable of giving a guarantee on behalf of the contractor

S	IGNATURE
D	ATE
Р	LACE

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

(i)	Contract No dated
(ii)	Name of Firm/Contractor
(iii)	Address of Firm/Contractor
(iv)	Name of Guarantor
(v)	Address of Guarantor
	Amount of Guarantee Rs.
(	)
	(in words)
(vii)	Date of expire of Guarantee
	The President of Islamic Republic of Pakistan through the coller of Military Accounts (Defence Purchase) Rawalpindi.
Sir,	
1.	Whereas your good self have entered into Contract No.
	with Messer's
	(Full Name and Address)
Contr custo	nafter referred to as our customer and that one of the conditions of the act is the submission of unconditional Bank Guarantee by our mer to your good self for a sum of Rs.  es/FE (as applicable)
	In compliance with this stipulation of the contract, we hereby agree ndertake as under: -
	To pay to you unconditionally on demand and/or without any ence to our Customer and amount not exceeding the sum or Rs.  Rupees or FE (as applicable) as would be mentioned in your
writto	as would be mentioned in your n Demand Notice.
WIILLO	n Demand Notice.
b.	To keep this Guarantee in force till
ahead store: Custo if any this E last of shall paym	That the validity of this Bank Guarantee shall be kept one clear year of the original/extended delivery period or the warrantee of the which so ever is later in duration on receipt of information from our owner i.e. M/s or from your office. Claim, must be duly received by us on or before this day. Our liability under bank Guarantee shall cease on the closing of banking hours on the ate of the validity of this Bank Guarantee. Claim received thereafter not be entertained by whether you suffer a loss or not. On receipt of ent under this guarantee, this document i.e. Bank Guarantee must be a cancelled, discharged and returned to us.

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.
That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs (Rupees).
That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.
g. That this an unconditional Bank Guarantee, which shall be enchased on sight on presentation without any reference to our Customer/Seller or Vendor.
Guarantor
Dated:
(Bank Seal and Signatures)

# <u>AFFIDAVIT/UNDERTAKING</u> (WORTH RS, 100/- ON JUDICAL STAMP PAPER)

Mr	Authorized signatory/
Partner/MD of M/s	, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air)	and Directorate General Defence Purchase, Ministry
of Defence Production, Raw	valpindi that our firm M/s
has applied for registration w	rith Director General Defence Purchase (DGDP) duly
completed all the documents	required by registration section on (date)
i,e before signing the contra	act. I certify that the above mentioned statement is
correct. In case it is detect	ed on any stage that our firm has not applied for
registration with Director Ger	neral Defence Purchase or statement given above is
· · · · · · · · · · · · · · · · · · ·	ble for disciplinary action initiated (i,e debarring, the
	Defence Establishment and Govt Agencies). I also
. , , ,	action taken will not be challenged in any Court of
Law.	
	Cianatura
Station	Signature
Station:	Name:
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

#### **INVITATION TO TENDER FORM**

- 1. Schedule to Tender No. 2490413/R-2412/310213 dated 11-11-2024. This tender will be closed for Acceptance at 1030 Hours and will be opened at 1100 Hours on. 21-01-2025 Please drop tender in the Tender Box No 201.
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. you are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	MULTI FUNCTION BOTTLE WASHER ALONGWITH STANDARD ACCESSORIES	01		
	Detailed:			
	<u>Technical Specification Special</u> <u>Instructions:</u> As per Annex A.			
	General Terms & Conditions:			
	As per Annex B.			
	mentioned price includes 18% sale lease tick Yes or No)	Yes	I	No
	Grand Total			

#### **Terms & Conditions**

1. Terms of Payment. As per Annex B (Para – 2).

2. **Origin of OEM.** Imported with OEM CoC (Certificate of

Conformance) compatible to preferred makes

Given in of Annex A. (Name & Country

Of OEM to be clearly mentioned).

3. Origin of Stores. Imported (Actual country (place) of

manufacturer to be indicated).

Technical Scrutiny Report. Required
 Delivery Period. 06 Months
 Currency. Pak Rupees

7. Basis for acceptance. FOR Karachi Basis

8. <u>Bid validity.</u> The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Commercial / Financial Proposal or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.

- 9. <u>Tendering procedure</u> Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.
- 10. <u>Earnest Money/Tender Bond</u>:- Your tender must be accompanied by a **Pay Order/Demand draft/Call Deposit Receipt (CDR)** in favor of CMA (DP) in separate envelope, Rawalpindi for the following amounts:-

<u>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/ insufficient in violation of IT condition.

- a. **Rates for Contract**. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
  - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
  - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
  - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

#### b. Return of Earnest Money

- (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- (ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).
- c. Copy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Market.

#### 11. Special Note.

All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financia capability to undertake the project.
- b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on

ctiveTaxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.

- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favor of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- j. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each Para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provide for technical scrutiny.
- k. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt. of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.
- I. The supplier shall undertake as per attached Annex C that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) to receive it. any breach of it shall be punishable under the official secrets act, 1923 in addition to termination of the contract at the risk of the supplier

Note: In case of failure to comply above instructions, Terms and conditions, offer will liable for rejection.

ANNEX A TO NHQs	
INDENT NO.	
DATED	

# TECHNICAL SPECIFICATION OF 01 x MULTI FUNCTION BOTTLE WASHER

# NOTE: Each individual terms of the Annex A must be complied separately.

S.No.	Description					
1.	PURPOSE/ USAGE In order to ensure accurate lab results this equipment will enable chemical cleaning of used bottles followed by drying at temperature upto 90°C. The washer shall be used to wash both new as well as used bottles of lubricating oil and coolants as well as some cheme.g. acid, base and limes etc.					
2.		HNICAL SPECIFICA				
	System must meet following:					
	a.	Structure of Bottle Washer	Solid 16GA stainless steel construction grade 304 large clear access opening, adjustable leveling			
	b.	Multi function system	The system must have capability of washing and drying the sample glass bottles			
	C.	Optimal interior cleanliness	The bottle washer uses bottle diffuser and trays adapted to the diameter and volume of each bottle which injects the detergent/ chemical/ disinfectant under pressure at high speed			
	d.	Washing capability	The washer can wash upto 500 - 800 bottles per hour			
	e.	Water level regulator	The washer consist of a water regulator			
	f.	Customized trays	The trays are made with Inox stainless steel and coated with heat and chemical resistant compound (the dimensions size and shape of bottles provided for customization of appropriate size of trays by OEM)			
	g.	Trays size/ format	Approx 23" x 21"x 24" (the dimensions size and shape of bottles will be provided for customization of appropriate size of trays by OEM)			
	h.	Pumping capability	02 x Peristaltic pumps included for pumping of detergent, disinfectant etc			
	j.	Fixed nozzle kit	The fixed stainless steel nozzles attached to the inside of the diffuser to clean the neck of bottles. Sizes of the nozzle to be customized for end user requirement			
	k.	Easy lifting arm	A large counter balanced handle for quick and easy opening and closing of the hood			
	I.	Upper arm control (HLF)	For the washing of the bottles outside			

m.	External dimensions of washer (Approx)	Height open: 84 inc/ 213.4 cms Height closed: 62 inc/ 157.5 cms Length: 33 inc/ 83.2 cms Width: 29 inc/ 73.7 cms
n.	Clear interior space of washer	Width: 23 inc/ 58 cms Length: 21 inc/ 53 cms Height: 20 inc/ 50 cms
p.	Bottle placing table size	Locally manufactured SS 304 table for placement of pre and post washing (WxLxH 21" x 68" x 30")
q.	Human Machine Interface	4" HMI allows user to change chemical and timings on washer
r.	Bottle sealing	Sticking tape to seal the bottles
S.	Power Supply	220/230 V, 30 AMPS, 50Hz 1Hp Pump
t.	Auxiliary drain	To reuse the hot water and soap from the soap wash allowing the user to presoak dirty bottles prior to washing

- u. Single phase power supply should be supplied.
- V. Size of bottle should be under: however, the washer should have capacity to wash bottles other than the size mentioned:
  - (1) Volume should be 1000 mm.
  - (2) Body diameter should be approx. 100 mm.
  - (3) Height should be approx. 230 mm.
  - (4) Neck ID should be approx 45 mm.
- w. Capcity: The washer must be able to wash more than 100 bottles per day. However, frequency may enhance with the passage of time.



# 3. STANDARD ACCESSORIES

Following accessories (or equivalent as per the offered model) necessary for complete functionality of the equipment are mandatorily required:

a.	02 x	Peristaltic	pump
a.	UL A	Charant	Pullip

- b. 01 x tray/ rack made up of aluminium alloy having dimension 24" x 24" x 18"
- c. 500 x Packs of Sealing Sticker Tape
- d. 40 x Ltrs washing detergent having following characteristics:
  - 1) Neutral pH
  - 2) Low residue or residue free
  - 3) Effective at removing oil and greases
  - Non reactive with glass
  - 5) Should not be harsh or abrasive cleaner i.e. bleach or acid
    - Should not contain additives i.e. fragrances and dyes
- e. 01 x Water tank alongwith PVC pipes for water supply (250 gallons alongwith plumbing work)
- f. 02 x Locally manufactured table constructed of solid 16 gauge 304 stainless steel i.a.w the equipment for placement of pre and post washing sample bottles (approx 21" x 68" x 30") WxLxH on both sides of washer (customized/ adjustable w.r.t space)

# 4. ACCEPTABLE MAKES & MODEL

- a. M/s Aqua Tech or equivalent from UK/USA/EU/Japan
- The equipment shall be of latest version/recent manufacturer and may not be older than one year at the time of delivery
- OEMs having authorized reps in the country will be preferred to ensure repair/ servicing and after sale support of the equipment



ANNEX B TO NHQs	
Indent No.	
Dated	

S.No.	Description	
1.	DELIVERY SCH	EDULE:
		/stores /accessories / tools are to be delivered within 06 months signing of contract on FOR Karachi basis.
2.	PAYMENT TERM	AS:
	a. As per DPP8	kl-35 revised 2023 or as decided by DP (N).
	b. 60% paymer	nt on completion of following:
	a) Delivery a b) Joint inspe	Karachi along with accessories
		of all documents
	commissioning	ment on completion successful completion of installation / of equipment / machinery at purchaser site complying all oceptance criteria and issuance of final acceptance certificate by
		ent on satisfactory conduct of operator & maintainer training of uance of CRV by consignee.
	e. Issuance o	of EIUC (End item Utilization Certificate) by PNCTA.
3.	WARRANTY/GU	ARANTEE:
	a. Supplier is	to guarantee that product is as per specs of the contract.
		equipment including accessories are to be warranted by the od of 01 year, for all defects from the date of final acceptance by
	this contract are	er is to guarantee that all the items supplied under the terms of of the latest version, OEM certified and brand new. Stores, rocured directly from OEM or his authorized dealer/ agent/ be acceptable.
		er is to guarantee that materials used, whether or not of his form to the international quality standards for such equipment.
	days every artic defective/ damag	ery, the supplier will replace without any additional cost within 30 e or part thereof which before use or in use shall be found ed or not within the limits and tolerances of specifications, or in accordance with the terms of the contract at the time of Joint
	f. In case of	supplier's failure to replace the defective stores without any

additional cost within 30 days he will refund relevant cost in the currency in which received along with a reasonable compensation as claimed by PN.

#### 4. SOURCE OF SUPPLY:

- Supplier in his "Offer / Quotation" is to clearly state whether equipment will be supplied directly from relevant OEM or OEM's Authorized dealer/Agent/Stockiest.
- b. In case the equipment is being sourced through OEM's Authorized dealer/Agent/Stockiest, a documentary proof to this effect comprising OEM's Dealership Certificate in respect of Authorized dealer/Agent/Stockiest is to be provided by the supplier with following endorsements along with technical offer:
  - Certificate reference number with date.
  - (ii) Name of the Authorized dealer/ Agent/ Stockiest.
  - (iii) Last date/duration/period for validity of dealership.

#### 5. LOGISTIC SUPPORT:

Manufacturer/ OEM/ Supplier to certify that the spares will be available to support the supplied equipment for at least 10 years.

#### 6. DOCUMENTATION:

The firm shall provide two sets of following original documents (in English) for each system:

- a. Operator manuals covering comprehensive operating instructions alongwith CDs.
- Maintenance manual as provided by the OEM
- c. OEM calibration certificate.
- d. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/spares. List of fast moving items may also be provided.
- e. The OEM's original brochure of the equipment containing all technical details is to be provided by the supplier alongwith technical offer.
- f. Routine wise list of all items with their Part No/ NSN No, quantities, denomination and prices are to be provided which will be mandatory used in the routines. Any item that is to be changed on "condition base" or uncertain requirement may be separately indicated.
- g. Firm is to obtain clearance from OEM regarding availability of original documentation as per PN requirement. Later on after contract conclusion no relaxation in this regard will be entertained.

#### TRAINING (OPERATOR / MAINTAINER): 7.

- 03 x days On Job Training (operators/maintainers) for 10 x number of PN personnel to be arranged by the OEM/ OEM certified trainer at PNCTA lab, so that trained personnel are capable of:
  - Operating system to its full capabilities, while ensuring all safety aspects of system/equipment.

Carrying out all types of maintenance routines. (2)

- Be able to set to work, trial and commission equipment after routine (3)maintenance and repair.
- Carrying out fault diagnosis and rectification up to the module level of the equipment.
- The supplier shall also provide computer based training CDs/DVDs (where applicable).
- Relevant documents/ training material is to be provided to PN for self study by trainees at-least 03 x weeks prior commencement of formal training.
- C. Training charges (if any) to be mentioned in the quotation by supplier.
- d. Relevant documents/ training material is to be provided to PN trainees by the Supplier.

#### 8. ADDITIONAL INSTRUCTIONS:

#### Certification Requirement at the time of inspection

- Firm/ supplier shall provide correct and valid e-mail and fax No. to CINS and DP (N). Supplier/ contracting firm shall either provide OEM conformance certificate to CINS or is to be e-mailed to CINS under intimation to DP (N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/ firms rendering false OEM conformance certificates will be black listed.
- OEM calibration certificate. b.
- Valid e-mail address and fax no of OEM/ Manufacturer is to be clearly listed in the final contract
- d. Stores/subassemblies/parts being supplied are not from Israel and India.
- Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores.
- Supplier certificate for conformance of 100% indents specification. (any deviation to be clearly indicated in the offer) will be provided at the time of delivery of stores.
- Supplier is to provide following documentation at the time of inspection;
- Firm's Warranty/Guarantee on form "DPL-15" for functionality/ serviceability of the items.
  - (2)OEM's "Certificate of Conformity" indicating following:
    - (a) Description of store along with quantity.
    - (b) Part number of stores.
    - Manufacturer (c) identification Address (Name,

Contact No.)

and

- (d) Date/ period of manufacturing.
- (e) List of S. No/ Batch No/ Lot as embossed engraved on the stores (as applicable)
- (f) Details of Test Reports (FATs/ OEM Lab Test Report) alongwith dates and tests conducted (as applicable)
- (g) Details of third party testing authority (if their service used).
- (h) List of safety regulatory standards (as applicable).
- (j) Conformance to standards/ specifications quoted in the contract.
- (3) OEM test certificate.
- h. OEM be ISO or own country's (in case of EU) standards certified. Certificate to this effect of OEM is to be provided by supplier while exact mentioning of ISO classification and own country (in case of EU) standards, at the time of supply/ delivery of the equipment at NSD.
- j. OEM's 'Certificate of Conformity' originating from 'Principle' who is neither the OEM nor the OEM's authorized dealer/ agent/ stockiest will not be acceptable.
- k. Detailed specifications along with broucher and country of origin of the equipment that will be accepted during Technical Scrutiny (TS) process be subsequently included in the contract document.

#### ADDITIONAL PURCHASE

I. OEM/ supplier is to be provide an undertaking that in case purchaser wishes to buy additional quantity/ number of stores within next 12 months after the completion date of the contract, the supplier will provide the equipment at the same cost. The supplier may however sell stores at a lower cost.

#### **OBTAINING OF LICENSES**

m. It is the responsibility of the supplier to obtain licenses/ permits etc (if any) in the seller's country. Failure to obtain the same shall not constitute grounds for Force Majeure.

#### PACKING

Packing of equipment should be as per applicable Military Standards.

#### JOINT INSPECTION COMMITTEE

p. A joint Inspection committee comprising reps from CINS, PNCTA and NSD will carry out joint inspection of delivered equipment/ stores at NSD within 15 days of receipt of stores.

#### **ORIGIN OF SUPPLY**

q. Supplier in his "Offer/ Quotation" is to specifically mention a country of origin for the stores which will be subsequently endorsed in the 'Contract'. Origin of the equipment should be imported from (other than India and Israel) with OEM CoC.

#### DISCONTINUATION OF PRODUCTION

s. In case of discontinuation of production of any component part as result of

obsolescence of development of upgraded version, the seller is to inform the buyer at least one (01) year in advance. The seller will ensure the provision of such components/ parts as demanded by the buyer prior discontinuation of the production and shall also provide alternate for such components / parts in case the original is not available. QUALITY STANDARDS The equipment and other deliverables of contract are manufactured and assembled in accordance with British/ US MIL Specifications/ EU standards or equivalent. The Quality standards compliance certificate is to be submitted with the technical offer. 9. ACCEPTANCE CRITERIA: The equipment will not be acceptable in case of the following: Equipment Specifications are not as per Annex 'A'. (2)Documentation at para 6 (a to c) of Annex 'B not provided. Para 8 (a to g) "certification requirement" at Annex 'B' are not met. (3)Spares/Consumables required for operation/ maintenance for 01 (4) year are not provided. Training is not conducted as per para 7 of Annex 'B'. (6) Setting-to-work (STW), trials and commissioning are not completed to the satisfaction of end user in accordance with OEM approved/ recommended procedures (As mutually agreed). Confirmation of performances and functions is not same as given in the contract and relevant documentation/ manuals. The final acceptance certificate will be signed by PN only after successful completion of all acceptance trials to the entire satisfaction of PN. 10. INSTALLATION/COMMISSIONING: Installation/ commissioning and STW of the system/equipment to be arranged within 30 days of supply of equipment by the supplier through OEM or their authorized rep at PNCTA. OEMs having authorized reps in the country will only be recommended to ensure repair/ servicing and after sale support of the equipment. 11. BUY BACK: The seller will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Buyer, within 05 years from the final acceptance of the equipment/ system. 12. PRICE VARIATION: Prices offered will be firm and final. 13. RISK PURCHASE: In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the risk and expense of the supplier in accordance with DPP&I-35 revised 2023.

14.

PENALTY:

The supplier before making the shipment will carry out complete test of the equipment at his facilities to ensure that the same has been manufactured as per the specifications. However, the buyer within, 30 days of its receipt will carry out inspection and test/trials. In case the equipment does not pass the test/trials, the buyer has the right to out rightly reject the equipment or impose penalty at the rate of 10-15% of the value of the relevant equipment item. The penalty shall not absolve the supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be addition to other penalties and obligations covered in the contract like warranty/ guarantee obligations on form DPL-15.

#### 15. COMPENSATION ON BREACH OF CONTRACT:

If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier/seller or stores/ equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by contractor/ seller in Government treasury in the currency of contract.

#### 16. SECRECY:

The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. In this regard 'Non Disclosure Agreement (NDA) as per format at Appendix 1 is to be signed by the firm at the time of signing of contract.

#### 17. INDEMNITY:

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

#### 18. SUBLETTING:

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

#### 19. AMENDMENT IN THE CONTRACT:

Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties.

#### 20. TERMINATION OF CONTRACT:

- a. If at any time during currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at contract price and terms of such stores goods/ services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.
- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
  - (1) To have any part thereof completed and take the delivery thereof at the contract price or.
  - (2) To cancel the remaining quantity and pay to the supplier for the articles or sub-components or raw materials purchased by the supplier and are in the actual process of manufacture at the price to be determined by the purchaser. In such a case materials in the process of manufacture shall be delivered by the supplier to the purchaser.
  - (3) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.
- c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

#### 21. LIQUIDATED DAMAGES (LD):

Delay in the supply of stores for first schedule/ supply order up to 21 days and for subsequent schedule/ supply order up to 15 days will be regarded as grace period available to the supplier and the delivery date will be considered to have been automatically extended up to that limit without issuance of any formal amendment. For delays beyond 21 days and incase of subsequent schedule/ supply orders for delays beyond 15 days, formal amendment to the DP will be required. For purposes of imposing LD, if and when imposed, grace period will be inclusive i.e. LD will be calculated from the original delivery date and not from the expiry of the grace period. LD will be recovered at the rate up to 2% but not less than 1% of the value of stores supplied late per month or a part of a month for the period exceeding the original DP. The Supplier will not be entitled to any reimbursement of any additional taxes, excise duty, sales tax etc, imposed by the Govt which becomes effective during the grace period and extensions in DP. LD thus imposed will not exceed 10% of the total value excluding taxes/duties, freight, KPT, insurance charges of the stores delivered late

#### 22. FORCE MAJEURE:

- a. The parties shall not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, war, riots, civil commotion, Pandemic, strike, lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the Supplier and events or circumstances on which the Supplier has no control.
- In order to be deemed force majeure, the said events should be of extraordinary, unpredictable and unavoidable nature and occur after this Contract

comes into force and be beyond control of the Parties.

- c. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party of such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of circumstances and, if possible, contain an evaluation or estimate of their probable impact upon performance of obligations under the Contract, as well as the time required for such performance.
- d. Upon termination of the above-mentioned circumstances, the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.
- e. Within reasonable time, the party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.
- f. Should the force-majeure situation occur, the timing of performance by the parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration of such circumstances and consequent thereof.
- g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other Party (seller).
- The Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of a force-majeure event.

#### 23. SPARES:

- a. OEM/Seller is to ensure minimum 10 years repair supportability of the equipment provided under this contract.
- OEM/Seller is to certify that it will provide after sales services for repair/maintenance even after warranty period.
- c. OEM/Seller is to provide all updates (including software updates) to the components data library of the equipment upgraded by the OEM from time to time.
- d. OEM/Seller is to assist PN in obsolescence management of parts/components and continuously share all relevant information throughout life cycle of the equipment.
- e. Supplier is to provide all spares/ consumables required for scheduled maintenance/ operation for 10 years operation of the equipment (list is to be provided with the proposal).

#### 24. DISCREPANCY:

	The consignee will render a discrepancy report to all concerned within 30 days after receipt of Stores / Services for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, without any additional cost at consignee's warehouse within 30 days.
25.	TECHNICAL REJECTION:
	In case of non-compliance to any of the clause of Annex 'A' to IT, offer is subject to technical rejection.
26.	COURT OF JURISDICTION:
	Should a situation arises where a party to the contract elects to the file matter in a Civil/Higher Court, or prefers an appeal review, revision etc in a higher court, such matter(s) shall be filed only in the competent Civil Court at Rawalpindi/Islamabad.
27.	TSR:
	TSR of the case will be carried out by a committee nominated by NHQ.
28.	INTEGRITY PACT:
	The supplier undertakes to incorporate a standard specimen of integrity pact given at Appendix 2 into the contract prior contract signing.
29.	PERFORMANCE BANK GUARANTEE (PBG):
	"To ensure timely and correct supply of Stores, the firm will furnish an irrevocable and un-conditional Performance BG within 30 days of signing of contract from a scheduled bank for an amount equal to 10% of the total value of the contract (on judicial stamp paper) of appropriate value as per prescribed format. It shall remain in force till 60 days beyond the DP stipulated in the contact.
30.	ARBITRATION:
	Parties shall make their attempt in all disputes arising under this contract through friendly discussion in good faith. In the event that either party shall perceive such

THE STATE OF STREET WAS IN

friendly discussion to be making insufficient progress toward settlement of dispute (s) at any time, then such party may write notice to the other party referring the dispute (s) to final and binding arbitration as below:

- 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 don't agree a judge of superior court will be requested to appoint the umpire. The arbitration proceeding shall be held in Pakistan and under Pakistani Law.
- b. The venue of arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
- The arbitration award will be firm and final.
- d. In the course of arbitration the contract shall be continuously be executed except that part which is under arbitration.
- e. All proceedings under this clause shall be conducted in English language and in writing.



Appendix 1 to ANNEX B	Š.
INDENT NO.	
DATED	

# CONFIDENTIAL

# UNDERTAKING/ NON-DISCLOSURE CERTIFICATE

1. 1			
	(Name & A	Appointment)	
n behalf of			
**************************************	(Name for Fir	rm/ Contractor)	
	(With address and	Telephone number)	
act 1923 and cond or any employee o	itions herein after conta	to abide by the provision of Official Secrets lined. Breach of these provisions on my par- to any other penalty under law, will render ad meetings.	
		Sig	
		Sig Status/ Appointment	
		Place	
		Date	
. Signature of	Witness		
	Signature of Witness Name (in block capital)		
CNIC No	F001:5-1010/6-09/6	Seal & Date	
(Please attack Address	ch photocopy)		
Address			
. Signature of			
Name (in blo	ock capital)	2.42	
(Please attac	ch photocopy)	Seal & Date	
Address	on photocopy)		
2000 E			
	CONFID		

Appendix-2 to Anne	x B
INDENT NO.	
DATED	

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

Contract No.	DATE
Contract Value (Spec	cify Value in Currency)
Contract Title	for Pakistan Navy
M/s_ contract, right interest, p administrative subdivision Pakistan) through any cor	hereby declared that it has not obtained or induced the procurement of any rivilege or other obligation or benefit from Government of Pakistan or any or agency thereof or any other entitiy owned or controlled by it (Govt of trupt business practice.
that it fully declared the bagreed to give and shall or indirectly through any associate, broker, consult gratification, bribe finder's object of obtaining of in	egenerality of the foregoing, M/s
and arrangements with al	certifies that it has made and shall make full disclosure of all agreements Il persons in respect of or related to the transaction with Govt of Pakistan and ion or shall not take any action to circumvent the above declaration, y.
t making full disclosure declaration, representation obligation or benefit obtain	accepts full responsibility and strict liability for making any false declaration, misrepresenting facts or taking any action likely to defeat the purpose of this on and warranty. It agrees that any contract, right, interest, privilege or other ined or procured as aforesaid shall, without prejudice to any other rights and vt of Pakistan under any law, contract or other instrument, be avoidable at the in.
Supplier] agrees to indem corrupt business practice to ten times the sum of an as aforesai	ny rights and remedies exercised by Govt of Pakistan in this regard, [the nnify Govt of Pakistan for any loss or damage incurred by it on account of its s and further pay compensation to Govt of Pakistan in an amount equivalent by commission, gratification, bribe, finder's fee or kickback given by M/s d for the purpose of obtaining or inducing the procurement of any contract, other obligation or benefit in whatsoever form, from Govt of Pakistan.
[The Purchaser]	[The Supplier]

		DP-3
TENDER NO	DG Adi	ME OF THE FIRM  DP REGISTRATION NO  DRESS
	OF	EPHONE NO
То:		( NO BILE NO
10.	Through Near SNI Naval Re	ate of Procurement (Navy) Bahira Gate DS Centre, sidential Complex E-8
	ISLAMAE Contact:	
		Bahria Gate: 0331-5540649 Section: 051-9262304
		n@paknavy.gov.pk
Dear Sir	<u>Ad</u> Da	pn31pre@paknavy.gov.pk re
1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR SCHEDULE TO THE TENDER INQUIRY OR SUCH ACCEPTANCE OF TENDER AT THE PRICES OFFEREIN THAT THIS OFFER WILL REMAIN VALID UP TO 120 TERMS OF RATES QUOTED AND THE CONDITIONS AT I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCITIME.	PORTION TH DAGAINST TH DAYS AND W ALREADY STA	HEREOF AS YOU MAY SPECIFY IN THE IE SAID SCHEDULE AND FURTHER AGREE I'LL NOT BE WITHDRAWN OR ALTERED IN ITED THEREIN OR ON BEFORE THIS DATE.
2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM NO. DP-35 (REVISED 2019) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS.		
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO A	IND FORM PAR	RT OF THIS TENDER:
A		
B	Yo	URS FAITHFULLY,
	(Sig	nature of Tenderer)
	 (CA	PACITY IN WHICH SIGNING)

\*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-

- (a) WHETHER SIGNING AS "SOLE PROPRIETOR" OF THE FIRM OR HIS ATTORNEY.
- (b) WHETHER SIGNING AS A "REGISTERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.
- (c) Whether signing for the firm "PER PROCURATION".
- (d) IN THE CASE OF COMPANIES AND FIRMS REGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO-DATE AND UNDER THE PARTNERSHIP ACT 1932, THE CAPACITY IN WHICH SIGNING E.G., THE DIRECTOR, SECRETARY, MANAGER, PARTNER, ETC. OR THEIR ATTORNEY AND PRODUCE COPY OF DOCUMENT EMPOWERING HIM SO TO SIGN, IF CALLED UPON TO DO SO.
- (e) Principal's Proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

# $\frac{\text{NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON BID SECURITY/EARNEST}}{\text{MONEY}}$

# **IMPORTANT**

Each column must be filled in with BLOCK CAPITAL LETTERS, incompletion shall render disqualification.

1.	Name:
2.	Father's Name:
	Address (Residential:
4.	Designation in Firm:
٥.	CNIC:(Attach Copy of CNIC)
6.	NTN:(Attach Copy of NTN)
7.	Firm's Address:
8	Date of Establishment of Firm:
9.	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. tach Copy of relevant CERTIFICATE)
10	. In case PARTNERSHIP (Attach particulars at serial 1, 2,3,4,5 and 6 of each partner).
(Ki	ndly fill in the above form and forward it under your own letter head with contact details)