3-A-AK

Tender Covering Form Directorate of Procurement (Navy) Through Bahria Gate

Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section: 051-9262314 Email: adpn33@paknavy.gov.pk

P-33/FOR Section (Contact: 051-9262314)

Tender No	and Date	R2410330036		
Tender Description		Pillow Cotton White		
IT Openin	12.	04/03/2025		
Firm Nam	-			
Postal Ad				
Email Add	fress for Co	rrespondence		
Contact P				
Contact N	- The state of the	(Landline) (Mobile		760
	11 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -	hed with Quotation		
		sal in a sealed envelope which shall contain 03 x Sealed Envelop	os as per details g	iven below:
The state of the s		inical Offer in Duplicate		
This envel documents	ope must con as per this	tain 02 x sets of Technical Offer (01 x Original + 01 x Copy), it order and Supplier is to mark tick against each to ensure the	Each Set must co	ontain following
S No	I	Document	Original Set	Copy Set
1	Bank Cha 300/- for al	lian of Rs. 200/- for DGDP registered firms and Rs. I other firms (in favour of CMA(DP))		
2	The state of the s	n of IT with tick markagainst each clause and initiated		
3		n of IT with compliance remarks against each initiated on each page		
4	Annex A c	f IT duly filled (with compliance remarks)		
5	Annex B &	C of IT (with compliance remarks)		
6	DP-3 Forn	n of IT (duly filled & Signed)		
7	Manufactu	irer Authorization letter (where applicable)		
8	Manufactu	irer Price list (where applicable)		
9	DRAP reg	istration letter (in case of medical)		
10	DGDP Re	gistration Letter (If firm is registered with DGDP)		
.11	Tax Filling	Proof		
		arnest Money p must contain Earnest Money only.		
Sealed Er	rvelop 3 - C	Commercial Offer		
	This Envelo	p must contain following documents:		
1	rigerinal principio coloniare nel accionidamente del	nmercial Offer	01 x Original	
2	Principal In	nvoice (where applicable)	01 x Original	
3	the first has been been about the second of	DP-2 Form of IT	01 x Original	
Firms De	claration			

It is certified that we have submitted tender in compliance with above instructions and we understand

Firm's Authorized Signatures

DIRECTORATE PROCUREMENT (NAVY)

F 10 10

Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649

Section: 051-9262314

Email: adpn33@paknavy.gov.pk

M/s
- Dated :
INVITATION TO TENDER AND GENERAL INSTRUCTIONS
Dear Sir / Madem,
 DP (Navy) invites you to tender for the supply of stores/equipment/ services as per details given in attached Schedule to Tender (Form DP-2).
2 <u>Caution:</u> This tender and subsequent contract agreement awarded to Understood the successful bidder is governed by the rules / conditions as laid down in PPRA agreed Rules-2004 and DPP&I-35 covering general terms and conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you
and your firm to first acquaint yourself with PPRA Rules 2004 (www. ppra.org.pk) and DPP&I-35 (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.
3 Conditions Governing Contracts. The 'Contract' made as result of this understood I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the "Purchaser and the "Seller on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and hose contained in Defence Purchase Procedure and Instructions and DPP&I-35 and other special
conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

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

indicate in IT. I *Commi freight/t Total pr in case to acce	t should be ercial Offer ransportation rice of the it of more the pt lowest to	LOffer. The conted in figures as we clearly marked in tender number on, insurance chartems quoted again an one option offer echnically accepted as cal Scrutiny Report	in fact on a se r and date of rges etc are to est the tender is red by the firm, d option if more	the currency parate sealed opening. Tax be indicated to be clearly DP(N) reserve	mentioned d envelope es, duties, separately mentioned es the right	Understood agreed	Understood not agreed
relevant essentia sealed tender r an hour	t specificat al literature envelope a number and after the d	offer: (Where Applications in DUPLICA brochure, drawing and clearly marked date of opening, ate and time for reply with IT technical	TE (or as spe is and complian d Technical Of Technical offer s ceipt of tender n	cified in IT) be metrics in fer" without p shall be opens nentioned in D	a separate prices, with d first; half P-2. Firms	Understood agreed	Understood not agreed
S. No	THE RESERVE AND ADDRESS OF THE PARTY OF THE	Firm's endorsement (Comply/ Partially Comply/ Non Comply	brochure	renclosed	proof Literature, tional doci	from quote/ uments/	
c s may ple tender o non-acc	Special Inst sase be real conditions s septance of th your off	Comply, PC = Par intily where their offer, ructions, d point by point and hould be responde f tender conditions,	Tender documed understood production of clearly. In cases (s), the same	ents and its operly before of any devia	conditions quoting. All tion due to highlighted	Understood agreed	Understood not agreed

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 tender documents, without any indication that there is a tender within it.

	e FORM DP-1, DP-2, DP-3 and Questions (alongwith annexes), DP-3 and Questions submitted with the technical offer duly sta signatory/ person. It is pertinent to mention requirement for participation in the tender.	naires duly mped/signe	d by the authorized	d Understoo
	f. The tender duly sealed will be addressed to	the following	ng:-	
		Director	ate of Procurement (Navy)	
		Through I	Bahria Gate DS Centre,	
		Contact:	Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262314	ù
		Email:	adpn33@paknavy.gov.pk	
rec tim leg ope ser	the date and time specified in the Schedule to is Directorate will not accept any excuse of de- selved after the appointed/ fixed time will NOT e will, however, fall on next working day in case itimate/registered representatives of firm will ening. In case your firm has sent tender docume vice, you may confirm their receipt at DP (Nav Il before the opening date / time.	be entertain the of closed/f the allower of the by register	ng in post. Tenders ned. The appointed forced holiday. Only d to attend tender tered post or courier	
6 offi Dat legi ope		ened at late nical author shall be in be allowe offied in DP-	ities of Service HQ. itimated later. Only d to attend tender 2 would be rejected	Understood not agreed
7.	Validity of Offer. a. The validity period of quotations must be be 120 days from the date of opening June whichever is later. Firm undertakes required by equal number of original bid perioffer) i.a.w PPRA Rule-26.	of Comme	ercial offer or 30th validity of offer if	Understood not agreed
	b. The quoting firm will certify that in case of a contract items (s) in any qty(s) within a period signing the contract, these will also be supplied with discount.	of 12 mont	ths from the date of	

stor	Part Bid Firm may quote for the whole or any portion, or to state in tender that the rate quoted, shall apply only if the entire quantity/range of res is taken from the firm. The Director Procurement reserves the right of epting the whole or any part of the tender or portion of the quantity offered, and i shall supply these at the rate quoted.	Understood agreed	Understood not agreed
to it	Quoting of Rates. Only one rate will be quoted for entire quantity, item e. In case quoted rates are deliberately kept hidden or lumped together to trick or competitors for winning contract as lowest bidder, DP(N) reserves the right reject such offers on-spot besides confiscating firms Earnest Money / Bid curty and take appropriate disciplinary action. Conversion rate of FE/LC reponents will be considered w.e.f. opening of commercial offer as per PPRA e-30(2).	Understood agreed	Understood not agreed
10,	Return of I/T. ITs are to be handled as per following guidelines:	Understood	Understood
	a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender.	agend	not agreed
	 For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate 		
offe cas con	c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical 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. Withdrawal of Offer. Firms shall not withdraw their commercial are before signing of the contract and within validity period of their offers. In the firm withdraws its offer within validity period and before signing of the tract, Earnest Money of the firm shall be confiscated and disciplinary action y also be initiated for embargo up to 01 year.	Understood	Understood not agreed
	Provision of Documents in case of Contract. In case any firm wins	Understood	Understood
a co	ontract, it will deposit following documents before award of contract: a. Proof of firms financial capability.	agreed	not agreed
	b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores, c. Principal/Agency Agreement. d. Registration with DGDP (Provisional Registration is mandatory)		
13.	Treasury Challan.	Understood	Understood
	a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) 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.	agreed	not agreed
	 Firms, un-registered / un-indexed with GDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP). 		

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Challan Form

Photocopy of NTN

Bank Statement for last one year.

Foreign Principal Agency Agreement in case of local agent.

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contair liable Techni	arnest Money/Tender Bond; ned in a separate envelop (not inside to be rejected in case Earnest Mo ical offer. Your tender must be acc in favor of CMA (DP), Rawalpindi for	ney is packed ompanied by a	mmercial offer inside comm Call Depos	r). Offer is nercial or	agreed	Understood not agreed
fi 1 0 a	Submitting improper Earnest unished with tender is strictly in conf 4 of DP-1 and clause 10 of DP-2) on onfiscation of Earnest Money/Bid security mount of Earnest Money/Bid Security condition.	ormity of tende the subject. W urity and reject	e have no obj	s (Clause lection on er in case		
100	Rates for Contract. s maximum ceil for different categorie	The rate s OF FIRMS w	of earnest mould be as und	oney and der		
	(i) Registered/Indexed/Pre-Quali- value subject to maximum ceiling		2% of th	e quoted		
	(ii) Registered/Pre-Qualified but I value subject to maximum ceiling	Un-indexed	3% of th	e quoted		
	(iii)Unregistered/not Pre-Qualifier value subject to maximum ceiling			e quoted		
ti (ii re	Return of Earnest Money, ne unsuccessful bidders will be return i) Earnest money of the firm/firms will sturned on submission of Bank Gua DP).	ed on finalization of the second of the seco	ct is conclude	act. ed will be		
contrac	ocuments for provisional registration: t on Earnest Money (EM), it will de ration Section) before the award of co	posit following	e your firm documents t sional registra	to DGDP	Understood agreed	Understood not agreed
S No	Local Supplier	Foreign Supp	lier			
a.	Three filled copies of SVA-8121 of each member of management.	Three filled cor each member	pies of SVA-8 of manageme	121-D of nt.		
b	Three filled copies of SVA-8121-A	Three filled co.	oies of SVA-8	121.		
c.	Three photocopies of NIC for each member of management.	Three photoco equivalent ider member of ma	tification Card	t Card or d for each		
d	Three PP size photographs for each member of management.r	Three PP size member of ma		for each		

Challan Form

etc.

Financial standing/audit balance

Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest

Photocopy of passport

by IN	Inspection Authority. S. Consignee and Special inspection shall be as printed to the contract.	alist User or a t	eam nominated	by Pakistan	Navy, agree	stood Understood d not agreed
*						
17. Warra	Condition of Stores. inty/Guerantee Form DPL-		w stores will be h contract.	accepted on I	Firms Under	stood Understood not agreed
3.5.5.00	Documents Required, tted along with the quote:	Following	documents ar	re required t	o be under	stood Understood
	a. OEM/Authorized Deale Evidence. b. The firm/supplier shall CINS and DP(N). Supplier Conformance Certificate Intimation to DP (Navy). Housier. On receipt, CIN Conformance Certificates OEM Conforming Certificates. Original quotation/Prince of In case of bulk proformation bulk proformation invoice has proformational invoice from the Submit breakup of cost	provide correction of the CINS or is lard copy of CO is shall approximates will be black to all the copy of co	t and valid e-m firm shall elt to be e-maile C must follow in ech the OEM I Companies/fir klisted rma invoice rtificate that pri lecreased since s/suppliers	her provide ed to CINS in any case the for verification ms rendering ces indicated in the date of	No to OEM under rough on of false	
	page is to be (iii) Any other labour, electricity (iv) Agent commission	e overheads like ernment as app ales Tax ix uty. PCT code a attached where tax duty. F	taxes and duti licable:- along with photo applicable. ixed overhe	ies imposed b ocopy of the r ad charges	elated	
19. result	Rejection of Stores/Service of contract concluded against a. 1st rejection on Govt. b. 2 nd rejection contract of a 3rd rejection contract of the contract of	inst this tender r expense lier expense			as a Under	not agreed

2.0

2 0 . Rejection of Stores/Services. 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 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.	agraied	Understood not agreed
2.1. Integrity Pact. There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read and understood for strict compliance:	Understood agreed	Understood not agreed
a. Integrity Plact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written integrity Plact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor Law Rule-7 of PPRA-2004. The form is available at www.ppra.org.px or can be requested at dpn@paknavy.gov.px b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Plact. 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 Pakistans 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 Respective Section 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.		
2.2. Correspondence. 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 and Consignee respectively with copy endorsed to the DP (Navy).	Understood agreed	Understood not agreed
2.3. Pre-Shipment Inspection. PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the LT, 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 agreed	Understood not agreed

3.	
3.	- 3
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	Amendment to Contract. Contract may be amended/modified to fresh clause (s) modify the existing clauses with the mutual agreement by optier and the purchaser; such modification shall form an integral part of the ct	Understood agreed	understood not agreed
	Discrepancy. The consignee will render a discrepancy report to all ned within 60 days after receipt of stores for discrepancies found in the ment. The quantities found short are to be made good by the supplier, free	Understood agreed	Understood not agreed
26.	a. Prices offered against this tender are to be firm and final. b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance. c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.		Understood not agreed
27.	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. 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.		Understood not agreed

arising under this contract the that either party shall perceiv progress towards settlement	Parties shall make their attempt to settle all disputes under ough friendly discussions in good faith. In the event be such friendly discussion to be making insufficient of dispute (s) at any time, then such party may be yrefer the dispute (s) to final and biding arbitration as below:	steed Understood I not agreed
nominated by each pappoint an umpire by of the Superior courarbitration proceeding b. The venue of the ais issued or such of determine. c. The arbitration award. In course of arbitration except that part whice	e referred for adjudication to two arbitrators one to be party, who before entering upon the reference shall mutual agreement, and if they do not agree a judge at shall be requested to appoint the umpire. The gs shall be held in Pakistan and under Pakistani Law, arbitration shall be the place from which the contract ther places as the Purchaser at his discretion may ard shall be firm and final, ation the contract shall be continuously be executed the sunder arbitration under this clause shall be conducted in English riting.	
29. <u>Court of Jurisdiction</u> jurisdiction at Rawalpindi, Pakis	In case of any dispute only court of present stan shall have jurisdiction to decide the matter	tood Understood not agreed
with DPP & I-35, if the stores :	D). Liquidated Damages upto 2% per uncert and on the suppliers by the purchaser in accordance agreed supplied after the expiry of the delivery date without of LD shall not exceed 10% of the contract value.	tood Understood not agreed
31. Risk Purchase, to comply with the contractual of and Expense (RE) of the suppli	In the event of failure on the part of supplier underst obligations the contract will be cancelled at the Risk agreed for in accordance with DPP & I-35.	nod Understood mat agreed
contract become ineffective du declared defective and caused pay to the Government compe default or from the rescission of place such compensation will competent authority. Compens	tract is cancelled either on RE or without RE or egreed to default of supplier / seller or stores / equipment loss to the Government, contractor shall be liable to ensation for loss or inconvenience resulting for his of his contract when such default or rescission take be in excess to the RE amount, if imposed by the sation amount in terms of money will be decided by be deposited by contractor / seller in Government	not agreed
	1942	

excep gover breac nomin the M	Gratuities/Commission/Gifts. No commission, rebate, bonus, fee or ensation in any form shall be paid to any local or foreign agent, consultant sentative, sales promoter or any intermediary by the Manufacturer/Supplier of the agent commission payable as per the agent commission policy of the mment and as amended from time to time and given in the contract. Any third of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nated representative may result in cancellation of the contract blacklisting of sanufacturer/Supplier financial penalties and all or any other punitive measures the purchaser may consider appropriate.	agreet	Understood not agreed
34	Termination of Contract	Understood	Understood
	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. b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either.		not agreed
	(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.		
	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	i i	
for su	Rights Reserved. Directorate of Procurement (Navy), Rawalpindi ves full rights to accept or reject any or all offers including the lowest. Grounds uch rejections may be communicated to the bidder upon written request, but cation for grounds is not required as per PPRA Rule 33 (1).	agreed	Understood not agreed
the O	Application of Official Secrets Act, 1923. All the matters connected with inquiry and subsequent actions arising there from come within the scope of official Secrets Act, 1923. You are, therefore, requested to ensure complete by regarding documents and stores concerned with the enquiry and to limit tumber of your employees having access to this information.	agreed	Understood not agreed

37. slips v WWW K	Acknowledgment, within 07 days from the date o V.PPRA.ORG.P	Fir f downloadir	ms will send ng of IT from the	acknowledgement PPRA Website i.e	Understood agreet	Understood not agreed
38.	Disqualification.	Offers are	liable to be rejec	ited if:-	Understood agreed	Understood not agreed
	a. Received later than apper b. Offers are found condition. There is any deviation of contained in this tender, d. Forms DP-1, DP-2 (alc NOT received with the tele. Taxes and duties, freig indicated separately as per 17. If. Treasury challan is NOT g. Multiple rates are quoted h. Manufacturers relevant equipment assemblies are i. Subject to restriction of eral j. Offers (commercial/tech amendments/corrections/ork. If the validity of the agent. I. The commercial offer ago currency and vice versa, m. Principals invoice in duare inclusive or exclusive on p. Earnest money is not propose. Earnest Money is not proposed. Earnest Money is not proposed. If validity of offer is no confirmation later. q. Offer made through Fax/r. If offer is found to be be sources/ participants of the s. If OEM and principal name t. Original Principal Invoice	anal or incomposition the Ger and with Anachnical offer antichnical offer pht/transport attached with against one to brochures ancel contained provided provided and composition and composit	nexes), and DP- nexes), and DP- nexes), and insur- nexes), and insur- nexes, and insur- nexes breakdown In the technical of the and technical ched in support ining non-initiale int is expired. CIF/CandF tende Ty indicating who commission is in the technical offer required in IT in the action in cor offete address is re- offete address is re-	chnical Instructions 3 duly signed, are ance charges NOT mentioned at Para ffer, details on major t of specifications ad/ unauthenticated or is quoted in local ether prices quoted not enclosed. r (or as specified), or made subject to nnivance with other		
the co	ppeals by Supplier/Firm. on of DP (N) or CINS or any or entract may prefer an App ising PN Officers and military etail and timeline for preferring	ther problem eal to Star finance rep	natic area toward nding Appeal (at Naval headqu	s the execution of Committee (SAC)	Undenstood agreed	Uniderstood not agreed
S.No	Cetegary of Appeal		Limitation Perio	bd	Jacob M.	7
а	Appeals for liquidated dan	nages	Within 30 days	decision		
ь	Appeals for reinstatement	of contracts	Within 30 days	decision		
C	Appeals for risk and exper	nse amount	Within 30 days	decision		
d	Appeals for rejection of sto	ores	Within 30 days	decision		
е	Appeals in all other Cases		Within 30 days	decision		

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Limitation	Understood agreed	Unders not agn
41. For Firms not Registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website ww. dgdp.gov.pk. These firms can participate in tender law paras 12 and 14 above	Understood agreed	Unders not agn
42. Firms which are not registered with DGDP should initiate provisional 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 tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:	Understood agreed	Unders not agn
a. NTN b. Income Tax Return c. Sales Tax Return d. Sales Tax Certificate e. Chamber of Commerce Industry Certificate f. Professional Tax Certificate (Excise and Taxation) g. Office/Horne/Ware House Property documents h. Utility Bills (Phone/Electricity) j. Firm Vehicle/Personal Vehicle k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO l. DGDP Registration letter m. Firm Bank Statement n. Non Black List Certificate p. 2 X Witness + CNIC and Mobile Numbers q. Police Verification r. Agency Agreement s. OEM Certificate t. ISO Certificate		

u. Stock List with value

aa. Pvt Limited

v. Company Profile/Broachers w. Employees List

x. Firm Categories y. Sole Proprietor Certificate z. Partnership Deed

ab. Memorandum of Articles ac. Form 29 and Form A ad. Incorporation Certificate

43. We solemnly undertake that all IT c Agreed" shall not be changed / withdra provisions accepted shall form the I negotiations.	awn after tender opening. The IT	Understood Understood agreed not agreed
44. The above terms and conditions are cor	offirmed in total for acceptance.	Understood Understood agreed ridf agreed
	. 40.	
45. Format of DPL-15 (warranty form) and I	PBG are enclosed as Annex A and B.	Understood Understood agreed not agreed
	Sincerely yours,	
	(To be Signed by Officer Concer	ned)
	Rank	
	NAME:	

3-0

DPL-15 (WARRANTY)

FIRM'S NAME M/s	
1. We hereby guarantee that the articles supproduced new in accordance with approved daccordance with the terms of the contract, and manufacture are in accordance with the latest a in accordance with the terms of complete of ghall replace FOR/DDP Karachi free of cost shall be found defective or not within the limits or in any way not in accordance with the terms.	rawings/specification and in all respect in d the materials used whether or not of our appropriate standard specifications, as also good workmanship throughout and that we every article or part thereof use or in use and tolerance of specifications requirement
In case of our failure to replace the defecti period, we shall refund the relevant cost FO currency in with received).	RI COLUMNIA IN LOS COLUMNIAS PROMERANTES CONTRACTOR COLUMNIA CONTRACTOR ACCIONATION ACCIONATION DE LA CARREST
 This warranty shall remain valid for 01 Year user 	after the acceptance of stores by the end
The signature must be the same as that on the tender/contract, or if otherwise must be shown to be the	SIGNATURE
signature of a person capable of giving a guarantee on behalf of the contractor	DATE
CORMACIO	PLACE

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	
(vi) Amount of Guarantee Rs.	
(
	(in words)
(vii) Date of expire of Guarantee	(iii words)
To: The President of Islamic Reput Controller of Military Accounts (Def	olic of Pakistan through the fence Purchase) Rawalpindi.
Sir	5 THE STATE OF THE
1. Whereas your good self have en	tered into Contract No.
And the second contract of the second of the second	dated
with Messers	
(Full	Name and Address)
sum of Rs.	ank Guarantee by our customer to your good self for a Rupees/FE (as applicable)
under: - a. To pay to you unconditionally on and amount not exceeding the sum FE (as applicable) your written Demand Notice.	as would be mentioned in
b. To keep this Guarantee in force	till
c. That the validity of this Bank original/extended delivery period of duration on receipt of information f	Guarantee shall be kept one clear year ahead of the or the warrantee of the stores which so ever is later in from our Customer i.e. M/s
liability under this Bank Guarantee date of the validity of this Bank entertained by whether you suffer	nust be duly received by us on or before this day. Our shall cease on the closing of banking hours on the last Guarantee. Claim received thereafter shall not be ar a loss or not. On receipt of payment under this Guarantee must be clearly cancelled, discharged and

Guarantee one clear month before the a e. That with the consent of our customer contract or add/delete any term/clause to/fro to us. We do not reserve any right to	you may amend/alter any term/clause of the om this contract without making any reference receive any such amendment/alternation or do not increase our monetary liability under
constitution of the Bank or Customer/Seller	entee, which shall be enchased on sight on
	Guarantor
Dated:	(Bank Seal and Signatures)

(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 D Production, Rawalpindi that our firm	Directorate General Defence Purchase, Ministry of Defence 1 M/s has applied for registration
with Director General Defence Purc	hase (DGDP) duly completed all the documents required by
registration section on(date) i,e before signing the contract. I certify that the above
for registration with Director General	ase it is detected on any stage that our firm has not applied al Defence Purchase or statement given above is incorrect
our firm will be liable for disciplina	ry action initiated (i.e debarring, the firm do business with
other Defence Establishment and	Govt Agencies). I also accept that any disciplinary action
taken will not be challenged in an	y Court of Law.
Station:	Signature:
Date:	Name:
	Appointment in Firm.

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- Schedule to Tender No. 425009/R2410330036 Dated This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:00 Hours on 04/03/2025 11:00:00.0 Please drop tender in the Tender Box No. 203
- You are requested to please use this Performa for price quotation, fill in the prices, affix your 2 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.
- You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed and stamped. Same are available at www.ppra.org.pk

SNO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
ï	8415502301036 PILLOW COTTON WHITE Detailed Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	3000.0 NUMBERS		
	Above mentioned price includes 18% sale Tax (Please tick Yes or No)	,	Yes	No
	Grand Total			

Terms and Conditions

Terms of Payment As per Annex B
 Origin of OEM INDIGENOUS
 Origin of Stores INDIGENOUS
 Technical Scrutiny Report Required

Delivery Period
 50% by 31 Mar 25 50% by 31 Oct 25

Currency PAK RUPEES

7. Basis for acceptance FOR

Bid validity
 The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial office.

invariably be 120 days from the date of opening of commercial offer 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.

Tendering procedure Single Stage - Two Envelopes

bidding procedure will be followed . PPRA Rule 36 refers.

10. Earnest Money/Tender Bond

Please ensure Earnest Money is 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:-

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

Special Note.

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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 financial capability to undertake the project.
- 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 favour 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.
- i. 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 & C duly signed and stamped by firm authorized rep is to provide for technical scrutiny.
- j. 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.

DP-3

Tender No R2410330036

Name of the Firm	
	No
Mailing Address	
Date	
Telephone No	
Official E-Mail	
Fax No	
	ct person

To:

Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Center, CDA Market at Naval Residential Complex Sector E-8, Islamabad

Tele: 051-9262314 Email: adpn33@paknavy.gov.pk

Dear Sir, 1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time. 2. I/We have understood the instructions to Tenders and General Conditions Governing Contract in Form No. DDP&I (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 and form part of this tender:

a.	
C.	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.

YOURS FAITHFULLY.

(SIGNATURE OF TENDERER)

 *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

DP(A)/330170/P-33

Directorate of Procurement (Navy)
At Ministry of Defence Production
Blass is Pek Sectt No.8
Ministry of Control
Removardi

Tet 051-9271473 Fax to 151-3016307

M/s_____

04 113- 2511

PILLOW COTTON WHITE

It is intimated that the subject IT has been amenued as laider

Description Column size

FOR :

30 Inches x17 Inches - 1/275CMe4 10x4

READ

30 Inches x17% Inches (75 Ct/x45C)...

Technical Data

E. S.No.d.

For

Branking strength of carth + "-" it and it al.

Warn =

356 Lbs

Weft =

310 LF=

Read

Breaking strength of cloth (B.C 5-05 Mak)

Warp =

356 Lbs

Watt =

310 LDE

S.No.B

For

Sewing thread +8/0us

Read

Count of sewing ture as #5-15

Conformation may please be timesided to bits own any letters ins.

A. M. LUX

E.A. HIGHER

"THE RAHMEHL.

5 (H4.3-

QUETTA STEKNICHT

M. A. ASHUFTAH LT Phisten Navy OFF MANINCHARGE Paper Section Inspectorate of Naval Store

OVERALL LENGTH OF PILLOW COTTON WITH BLEACHED

= 17-1/2 2. OVERALL WIDTH OF FILLOW ONE SIDE

3. WEIGHT OF COTTON

= 3.75 LBS = 1ST GRADE

4. QUALITY OF COTTON

5. WEIGHT OF (CLOTH (COVER) F. 5 OZe

6. BREAKING STRENGTH OF CLOTHE 6-6/8" X BG

1 6-5/8" a WARP 356 LBS WEFT# 310 LHS

7. NO OF THREAD/INCH

WARP= 52 -WEFT= 48

B. COUNT OF YARN

WARPE 13s

count of Sewing Thread

175- 130

of 6/30%

IO PWCKING: EACH PILLOW PACKED

IN POLYTHENE COVER 11 ADVANCE SAMPLE TO BE APPROVED SPIN 1380/70/P-33 BY CINS. de04-11-11

Pillow Cotton White 8 4 1 5 5 0 2 3 0 1 0 3 6

Pillow Cotton White 8 4 1 5 5 0 2 3 0 1 0 3 6

Pillow Cotton White 8 4 1 5 5 0 2 3 0 1 0 3 6



	GENERAL REQUIREMENTS/CONDITIONS	ANNEX 'B' TO Indent No 425	
2.1	o and Description	Firm's Reply (Complied) Partially Compiled Not Compiled	Reference to attached Firm's proposal/ Brochure
1.	SCOPE OF SUPPLY/ WORK	THOS. COMMENCE	
	The Supplier undertakes to deliver equipment/goods/stores including Supplies and Services to the Purchaser on FOR/FOB Karachi basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent.		
nigitalo	The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, provide the equipment/goods/stores and supply the Services within the date(s) specified in the Project Time Schedule.		
2,	PERFORMANCE BANK GUARANTEE (PBG)		
	To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional and irrevocable PBG within 30 days of contract signing from a scheduled Pakistani Bank for an amount equivalent to 10% of the contract value (on a Judicial Stamp Paper of the value of Rs. 100.00), in the same currency as that of the Contract and endorsed in the favour of CMA(DP) Rawalpindi. The CMA(DP), Rawalpindi has the like power of seeking encashment of the PBG as if the same has been demanded by the Purchaser himself. This PBG shall remain valid for 60 days beyond the completion of warranty period.		
	If the Supplier fails to issue the Bank Guarantee within the specified period because of circumstances that the Supplier is responsible for, the Purchaser reserves the right of cancelling the Contract.		
3.	In the event of any material breach of terms of Contract having implication on Time schedule and Scope of Work beyond the acceptable limits defined in this Contract, the Supplier shall be given a written notification to satisfy the breach within 30 days and if the Supplier fails to take satisfactory remedial actions. Purchaser shall have the right to forfeit the PBG but only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to hinder/restrain encashment of PBG provided to the Purchaser on account of this contract through any Court, extra judicial or any other process including administrative in nature whatsoever. PRICES OF THE ITEMS		
	The Supplier should mention the price of all deliverables (i.e. Equipment/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Trainings, FATs (Factory Acceptance Trials), Installation/ Integration, Acceptance Test/ Trials/ Commissioning etc where applicable)		

	separately in financial quote. The same are to be subsequently incorporated in the contract document.	
4.	TRANSFER OF TITLE AND RISK	
	Risk of loss and damage to the Equipment shall be transferred to the PURCHASER according to the INCOTERM 2020 used in the Contract and stated in Article 1.	
	Title to the Equipment shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.	
5,	WARRANTY/ GUARANTEE	
	a. Warranty period of all items except defective/non- operational shall commence from the date of acceptance of Goods/ Equipment, whereas warranty of defective/non- operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment.	
	b. The stores and all its associated accessories should be warranted against DPL-15 by the Supplier for a period of 01 year, for all defects in hardware from the date of final acceptance by PN. Software provided with the systems should also have warranty for a minimum period of 05 years for any bugs found in operations. The Supplier shall provide/incorporate all software updates in this period.	
	c. The Supplier should provide guarantee that the article supplied are of latest version and all modifications/up gradation have been incorporated in the equipment being supplied.	
	d. The Supplier should provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture should also be in accordance with the latest appropriate standard specifications.	
	e. The Supplier shall provide guarantee for through life supportability of the equipment and software for at least 05 years after acceptance of the entire system.	
6,	NON DISCLOSURE AGREEMENT	
	Any information about the sale/ purchase/ services/ drawings/ infrastructure etc of the project under the contract shall not be communicated to any person, other than the manufacturer/ provider of the stores/ drawings/ machinery/ equipment/ tools etc or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punished under the Official Secret Act 1923.	
	Promotional rights for publication of the projects are the sole responsibility of the Purchaser, and any use by the	

consultant shall be subject, in all instances, to the Purchaser's prior written approval.	
7: INSPECTION OF STORES/ ACCEPTANCE TEST PROCEDURE	
The stores shall be accepted and inspected by following officers/ Reps	
(1) Rep of CINS	
 Above team shall inspect and test the goods to on Supplier their conformity to the contract specifications. 	
c. The conditions of the contract and technical specifications shall specify inspections/ tests criteria as required by the Purchaser and place of conduct.	
d. Purchaser shall notify the Supplier in writing of the identity to any representatives entrusted for this purpose.	
 If any inspected or tested goods fail to conform to the specifications, Purchaser may reject them and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to Purchaser. 	
f. Purchaser's right to inspect test and where necessary, reject the goods after arrival in Pakistan shall in no way be limited or waived by reasons of the goods having previously been inspected, tested and passed by Purchaser or its representative prior to the goods shipment from the country of origin.	
B. DISCREPANCY	
The Supplier shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short or defective are to be made by the Supplier, without any additional cost on "DDP "consignee's warehouse "within 30 days."	
9. COMPENSATION ON BREACH OF CONTRACT	
If the Supplier fails to supply of contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier/ Supplier or stores/ equipment declared defective and caused loss to the Government, Supplier 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 shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier/ Supplier in Government treasury in the currency of contract.	
10. PENALTY	

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	a. The Supplier before making the shipment shall carry	
	out complete test of the equipment at its facilities to ensure	
	that the same has been manufactured as per specifications. In case the equipment does not pass the test trials,	
	Purchaser has the right to outright reject the equipment or	
	impose penalty at the rate of 10 - 15% of the value of the	
	relevant equipment/ items.	
	b. 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 in addition to the penalties and obligations covered in the contract like	
	warranty/ guarantee obligations on Form DPL-15.	
11.	CONTRACT COMPLETION CERTIFICATES	
	Upon completion of all contractual obligations under this	
	Contract, the Supplier shall submit a "No Demand	
	Certificate* to the Purchaser stating that no stores/ goods, Supplies, Services and payments are outstanding.	
	Concurrently, the Purchaser shall certify through a "No	
	Objection Certificate" that the requirement placed by the	
	Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Specimen of Contract	
	Completion Certificate/ No Demand Certificate shall be	
	added in the contract prior contract signing. Upon receipt of	
	both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the	
	Supplier.	
12	COMPLIANCE WITH INTERNATIONAL STANDARDS	
	The Goods/Equipment shall comply with all relevant ISO	
	standards stipulated in the Contract and valid on the date of	
	signature of the Contract. The Parties agree that any	
	variation of any ISO standard after signature of the Contract is deemed explicitly not to be a circumstance within the	
	responsibility of the Supplier, Implementation of any	
	variations to the relevant ISO standards for the purpose of	
	operating the Equipment shall be agreed between the Parties within the contractual change management	
	procedure, prior to realization.	
13	TECHNICAL SCRUTINY	
	Technical scrutiny of quotations forwarded by the bidder	
	shall be carried out by a committee nominated by CO	
	PNCSD as per instructions of NHQs. The TSR committee may ask the Suppliers to demonstrate their equipment or	
	give a presentation for clarification. TSR committee may	
	also visit the OEM premises at the invitation/expense of the	
	Supplier to evaluate the manufacturing/system's capabilities of the OEM.	
14.	- CARL IN TAIL IN COLUMN ASSESSMENT OF THE PARTY OF THE P	
	Following Liquidated Damages shall apply for late	
	completion of Consultancy Services as given in the Contract:	
	a. Delay in the completion of all contracted stores/	
	deliverables up to Twenty One (21) days and for	

	subsequent schedule/orders up to 15 days (from the original Delivery Period only) shall be regarded as "grace period" and no extension/ amendment shall be required. When LD is imposed, grace period shall be inclusive.	
	For delays beyond the Grace period of Twenty One (21) days culpably caused by consultant. Purchaser shall have the right to impose LDs	
	LD, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges of the stores delivered late.	
15:	BIDDING PROCEDURE	
	This tender shall be floated on Open Tender using Single Stage Two Envelope Bidding procedure.	
	LANGUAGE, MEASUREMENTS AND WORKING	
17.	All drawings, data-files in soft media, Man-Machinery Interface (MIMI) of software and hardware, all marking and identification systems and all other documentation required to be produced or delivered to the Purchaser under the Contract shall be written, and meetings conducted, in the English language, Measurements shall be in metric units of measurement unless otherwise specified. INTEGRITY PACT	
	Integrity Pact duly signed by the Supplier and Purchaser. The principal/Supplier must strictly adhere to the provisions of this pact and any contravention in this regard would be dealt with severely, which may include (but not limited to) Permanent blacklisting of the principal / Supplier and/or initiation of criminal proceedings against the persons / individuals involved in a court of law.	
18.	AMENDMENT IN CONTRACT Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through	
10	amendment in the contract/corrigendum. FORCE MAJEURE	
140	The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of	

Governments or any other authority competent in relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 15 (fifteen) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.

The Party initiating the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned aspects along with Force Majeure event and of its effects on the delivery of the Supplies or any of its obligations towards this Contract.

Once the Party initiating the Force Majeure has provided the reasonable proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged to be realistic. In such case the Force Majeure shall be considered to have occurred.

If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed to the Supplier for completion of his obligations so affected without any increase in Contract Price.

If Force Majeure is considered present for a continuous period of more than 06 (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide future course of action.

20. TERMINATION OF CONTRACT

If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non- Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:

a. To have any part thereof completed and take the delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be

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	Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty- free license to use, and have used, that intellectual property for any purpose.	
25.		
700	The second secon	
	In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that:	
	 a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and 	
26.	 The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract. INDEMNITY 	
9230	1.000000000000000000000000000000000000	
	In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of sub- contractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his sub-contractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.	
27.		
24.	Supplier/OEM shall confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.	
	Supplier through certificate is to confirm that he shall provide import documents at the time of delivery of stores.	
	Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer shall be provided at the time of delivery of stores.	
	OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/ stocklest shall not be acceptable.	
28.	COURT OF JURISDICTION	
	AND STREET, CO.	
	All disputes arising in connection with this contract shall be sorted out through mutual discussions. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Rawalpindi shall be the Courts of Jurisdiction for any dispute relating to this contract for adjudication.	
29	MISCELLANEOUS	
	The Supplier should provide the copies of standard/ specifications referred to or used for the equipment and its	

	accessories.	
	b. Stores to be accepted on DPL-15 at consignees end.	
	a Constant shall assiste a sentence and task that	
	 Supplier shall provide a conformance certificate that item supplied conforms to relevant international standards. 	
	d. The Supplier should mention the price of all deliverables separately in financial quote. The same are to be subsequently incorporated in the contract document.	
30	CHECKING OF SUPPLIES AT CONSIGNEE'S END	
	Upon arrival. Supplies shall be checked at consignee's end in the presence of the Purchaser and Supplier's representatives. If for the reasons of economy, or any other reason, the Supplier decides not to nominate his representative for such checking; an advance written notice to this effect shall be given by the Supplier to the consignee prior to or immediately on shipment of stores. In such an event, the Supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken, as final and any discrepancy found shall be accordingly made up by the Supplier. In all other cases, the consignee shall inform the Supplier about arrival of consignment immediately on receipt of stores through fax. If no response from the Supplier is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores shall be binding on the Supplier in such cases.	
31.	QUALITY STANDARDS	
	The equipment and accessories are manufactured and assembled in accordance with international standards. The quality standards compliance certificate is to be submitted with the offer.	
32.	REPEAT ORDER	
22	Supplier shall not increase the cost of stores if additional quantity of same item is purchased in next 12 months after commissioning of the equipment. He may however decrease the cost by considering lower market trend.	
33	RISK PURCHASE	
	In the event of failure on the part of the supplier to comply with the contractual obligations, the contract is liable to be cancelled at the risk and expense of the supplier in accordance with DPP&I-35 (Revised 2019). The Purchaser shall be entitled to receive back all advance payments made by him along with any other compensation as mutually agreed to offset the Purchaser's risk of cost escalation of meeting same requirement from elsewhere.	
34.	PROJECT MANAGEMENT REVIEW (PMR) MEETINGS	
	The Supplier's key professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Purchaser's request for meetings	

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	without any additional cost, which shall include but not	
	limited to the following meetings:	
	Design Review Meetings. Progress timeliner payment bills meetings.	
A.F.	 Any other meetings held in relation to the project. 	
35.	TENDER SAMPLE	
	Tender Samples alongwith Lab Test Report w.r.t PN Specifications are required for TSR.	
36.	WORKMANSHIP AND MATERIALS	
22	a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognized good practice. The Supplier shall submit for approval of the purchaser, his detailed method statement(s) for the execution of such items of work as may be desired by the Purchaser. Approval of such method statement(s) shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional costs. b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work onboard. Site which is about to be covered up or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonable delay carry out the examination, measurement or testing.	
37.	TERMS OF PAYMENT	
	100% Contract value of the stores will be paid by the CMA(DP) Rawalpindi to the Suppliers. The amount will be claimed direct from CMA(DP) Rawalpindi on production of the following documents, under a covering letter, a copy of which shall be addressed to DP(NAVY). a. Bill Form (DP-5 in duplicate) to be completed according to inspection.	
	 Received copy of the Inspection Note/Delivery Receipt. 	
	 Supplier delivery Challan duly received by the Consignee. 	
	d. Copy Registration Certificate of Sales Tax Department.	
	e. Part payment/Part delivery is allowed.	
38.	Special Instructions as Annex C	
	(1) Inspection/Parking/Parking/Inspectors	
	(1). Inspection/Packing/Delivery terms	
	 a. CO PNCSD may order 15% of contracted quantity against DPL-15 to meet urgent/critical 	

requirement, under intimation to CINS the firm is required to deliver/supplies within 45 days against receipt of such order. liquidated damages (LD) upto 2% per month are liable to be imposed on the supplier in accordance with DP-35 for late delivery of stores without any valid reason.

- b. CINS may draw random samples from the stores received by PNCSD against DPL-15 to ascertain quality, after detailed laboratory analysis, suitable price reduction (PR) as authorized may be applied by CINS for minor deviation/non- conformance from stated PN Specification in case of major deviation/non- conformance, the stores may be rejected.
- Inclusion of Instructions Regarding Disposal of Rejected Uniforms.
 - a. Contracted firm will be responsible for proper disposal of rejected clothing stores, same are to be amended/destroyed under supervision of PN authorities to prevent their misuse by terrorists/ antisocial elements.
 - b. In case a supplier intends to sale rejected uniform items in local market, the procurement agency will be approached for approval of sample after suitable alteration of military appearance into civilian fashion after approval, CINS will inspect the bulk stores once again clear the lot for disposal in local market.
 - The contractor/ supplier shall submit a certificate / undertaking on firm's letter pad that the firm will be held responsible for any misuse of rejected uniforms.
- (3). In case firm is unable to get approval of advance sample within 3 months from date of contract, then contract cancellation should be recommended by CINS or CSD.
- Marking of stores in accordance with specification NS/MISC/002/80.
- (5) Firm will give two week clear notice for the inspection.
- (6) Free delivery to consignee warehouses.
- (7). As per NHQs instructions promulgated vide NHQ letter ST- P/9314/INS/04 dated 05 April 2006, rejection of stores supplied by contractors will be dealt as under.
 - a. 1st rejection on Govt expense.
 - b. 2nd rejection on supplier's expense
 - On 3rd rejection, contract cancellation will be recommended by CINS or CSD.

(8	8). CARE LABEL
	a. Washing Instruction b. Ironing Instructions c. Any Prohibitions
th	9). The purchaser will have the flexibility to extend ontract up to 03 months and also can order 15% excess of he total contracted quantity, from the supplying firm at the ontract price
(1	10). Purchaser is not bound to lift the entire quantity of ontract.
(1 pe	Barcode sticker to be attached on each plastic acket containing Pillow Cotton White.
po	12) Each Pillow Cotton is to be packed in thick olythene bag and further 10 Pillow Cotton are to be acked in a Propylene bag. IABILITY
th or in wi	the supplier shall not be liable under any circumstances to be buyer, its officers, agent, employees, successors and / or assignees, for any special, consequential and / or incidental damage of whatsoever kind or nature, including, without limitation, any loss, cost, damage loss of revenue or profit or loss of user, incurred or suffered by the buyer or my third party arising out of or in connection with this contract. The foregoing shall not affect buyers right to claim compensation against the supplier for damages suffered by the buyer arising directly from the performance, bad enformance or non-performance of the suppliers duties and / or obligations under the contract provided however that the aggregate liability of the suppliers in connection with this contract for any cause whatsoever including idemnity and risk purchase, shall not exceed hundred ercent (100%) of the total price actually paid to the supplier under this contract.
The as a sk to to se p b. Pu or kn pa ag	he Supplier shall not: a. Offer or give or agree to give to any person in the service of the Purchaser any gift or consideration of any find as an inducement or reward for doing or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favour or disfavor to any person in relation to this Contract. Enter into this or any other Contract with the surchaser in connection with which commission has been agreed to be paid by him or on his behalf, or to his nowledge, unless before the Contract is made, articulars of any such commission and of any greement for the payment therein have been disclosed in riting to the Purchaser.

41 PROJECT SCHEDULE

The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any other dates or periods the Supplier shall strive to compensate such overruns in order to finally meet any subsequent binding dates. If by reason of any change order, or of any act or omission on the part of the Purchaser, or any event of force majeure the Supplier shall be delayed in the completion of the Contract then provided that the Supplier shall as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable.

42. CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES

The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination.

The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and Services.

All amounts stated to be payable by Purchaser pursuant to this Contract exclude any value added tax (VAT), sales tax, service tax, taxes on turnover or similar taxes. If the supply of Equipment or Services hereunder are chargeable to any value added tax, sales tax, service tax, taxes on turnover or similar taxes inside country of destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser.

Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Equipment. If Purchaser is required by any law to make any deduction or withholding from any amount payable to Supplier under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier shall receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the amount which it would have received had no deduction or withholding been required to have been made. Purchaser shall pay any such withholding or deduction to the relevant authority as required by law and shall promptly provide Supplier with an official receipt or certificate in respect of the payment of the withholding or deduction.

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

1	Name:
1	Father's Name :
	Address (Residential) :
4	
1	Designation in Firm :
**	CNIC :
-	Firm's Address :
	Date of Establishment of Firm :
1	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies Attach Copy of relevant CERTIFICATE)
ļ	n case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).
/ f	ill in the above form and forward it under your own letter head with contact details)