

**Tender Covering Firm Directorate  
of Procurement (Navy) Through  
Bahra Gate**

Contact: Reception 051-8252311, Bahra Gate 0331-5542645, Section: 051-8252307  
Email: [tdp@pknavy.gov.pk](mailto:tdp@pknavy.gov.pk) 051-8252307 [adp36@pknavy.gov.pk](mailto:adp36@pknavy.gov.pk)

**P-36/DR/Section/Contact: 051-8252307. Email: [adp36@pknavy.gov.pk](mailto:adp36@pknavy.gov.pk)**

Tender No and Date: **050106044**  
 Tender Description: **Procurement of IT & Paper Goods**  
 IT Opening Date: **2006/02/28**  
 Firm Name: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_  
 Email Address for Correspondence: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Contact Number: (Landline \_\_\_\_\_) (Mobile \_\_\_\_\_)

**Document to be Attached with Quotation**

Firm is to submit its proposal in a sealed envelope which shall contain IT & Serial Envelopes as per details given below.

**Sealed Envelope 1 – Technical Offer in Duplicate**

This envelope must contain IT & sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark for against each to ensure that these documents have been

S.No	Document	Original Set	Copy Set
1	Bank Cheque of Rs. 300/- for DODP registered firms and Rs. 300/- for all other firms (in favour of CMA/DP)		
2	DP-2 Form of IT with tick mark/against each clause and initialed on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initialed on each page		
4	Annex A of IT duly filed (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	DP-2 Form of IT (duly filed & signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Proof list (where applicable)		
9	DRAP registration letter (in case of medical)		
10	DODP Registration Letter (if firm is registered with DODP)		
11	Tax Filing Proof		

**Sealed Envelope 2 – Earnest Money**

This Envelope must contain Earnest Money only.

**Sealed Envelope 3 – Commercial Offer**

This Envelope must contain following documents:

1	Firm's Commercial Offer	01 x Original	
2	Proposal Invoice (where applicable)	01 x Original	
3	Duly filed DP-2 Form of IT	01 x Original	

**Firm's Declaration**

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

Firm's Authorized Signature: \_\_\_\_\_

**Tender Covering Form Directorate  
of Procurement (Navy) Through  
Bahrain Date**

Contact: Reception 051-8262311, Bahrain Date 0331-5540649, Section: 051-8262307  
Email: [ipn@pet.navy.gov.bh](mailto:ipn@pet.navy.gov.bh) or 051-8262307 [adp26@pet.navy.gov.bh](mailto:adp26@pet.navy.gov.bh)

**E-35 EOB Section (Contact: 051-8262307, Email: [adp26@pet.navy.gov.bh](mailto:adp26@pet.navy.gov.bh))**

Tender No and Date: 033126044  
 Tender Description: Procurement of IT e-Rate Cards  
 IT Opening Date: 26-04-2023  
 Firm Name: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_  
 Email Address for Correspondence: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Contact Number: (Landline: \_\_\_\_\_) (Mobile: \_\_\_\_\_)

**Document to be Attached with Quotation**

Firm is to submit its proposal in a sealed envelope which shall contain (1) a Sealed Envelope as per details given below:

**Sealed Envelope 1 – Technical Offer in Duplicate**

The envelope must contain (1) a sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per the order and Supplier is to mark box against each to ensure that these documents have been

S. No.	Document	Original Set	Copy Set
1	Bank Cheque of Rs. 300/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))		
2	GP-1 Form of IT with box marked against each clause and initialed on each page		
3	GP-2 Form of IT with compliance remarks against each clause and initialed on each page		
4	Annex A of IT duly filed (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	GP-3 Form of IT (duly filed & signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	OTAP registration letter (in case of medical)		
10	DGDP Registration Letter (if firm is registered with DGDP)		
11	Tax Filing Proof		

**Sealed Envelope 2 – Earnest Money**

The Envelope must contain Earnest Money only.

**Sealed Envelope 3 – Commercial Offer**

The Envelope must contain following documents:

1	Firm's Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	
3	Duly filed GP-3 Form of IT	01 x Original	

**Firm's Declaration**

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

Firm's Authorized Signature: \_\_\_\_\_

**DIRECTORATE PROCUREMENT (NAVY)**

Directorate of Procurement (Navy)

Through Bahra Gate

Near SHDS Centre

Naval Residential Complex

Contact: Reception: 051-5582311

Bahra Gate: 0331-5540049

Section: 051-5582307

Email: [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)[etdn39@paknavy.gov.pk](mailto:etdn39@paknavy.gov.pk)

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

Date:

**INVITATION TO TENDER AND GENERAL INSTRUCTIONS**

Dear Sir / Madam:

1. 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. **Conditions:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRR Rules 2004 and DPPSI-35 (Revised 2018) 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 PPRR Rules 2004 ([www.ppr.gov.pk](http://www.ppr.gov.pk)) and DPPSI-35 (Revised 2018) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-8070957 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.

Undertaken Agreed	Undertaken Not Agreed
----------------------	--------------------------

3. **Conditions Governing Contracts:** The Contract made as result of this IT (Invitation to Tender) Law PPRR 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 those contained in Defence Purchase Procedure and Instructions and DPPSI-35 (Revised 2018) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Undertaken Agreed	Undertaken Not Agreed
----------------------	--------------------------

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

**a Commercial Offer:** The commercial offer will be in single copy and indicate prices quoted in figures as well as in words in the currency mentioned in IT. It should be clearly marked in fact on a separate sealed envelope "Commercial Offer", tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, OP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Security Report.

intended offer	intended not offer
<input type="checkbox"/>	<input type="checkbox"/>

**b Technical Offer: (When Applicable),** Should contain all relevant specifications in DUPLICATE (or as specified in IT) along with essential literature/structure, drawings and compliance metrics in a separate sealed envelope and clearly marked "Technical Offer" without prices, with tender number and date of opening. Technical offer shall be opened first, half an hour after the date and time for receipt of tender mentioned in OP-2. Firms are to conform/comply with IT technical specification in the following format:

intended offer	intended not offer
<input type="checkbox"/>	<input type="checkbox"/>

S. No	Technical Firm's requirement (Comply/ or partially per IT Comply Non-Comply)	Firm's endorsement (Comply/ or partially Comply)	Basis of C, PC/in case of non availability of of NC i.e. Refer enclosed proof from to page structural Literature, quote/ brochure attach additional documents/ data/undertaking as proof of compliance

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)  
If not clearly marks when the offer does not meet or comply from IT based

**c Special Instructions:** 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, the same should be highlighted alongside your offered conditions. Tender may however be liable to be rejected.

intended offer	intended not offer
<input type="checkbox"/>	<input type="checkbox"/>

**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 envelopes 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. The 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 included in the tender documents, without any indication that there is a tender within it.

e. **FORM DP-1, DP-2, DP-3 and Questionnaires.** Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the technical offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.

Unopened Offer	Unopened 1st copy
<input type="checkbox"/>	<input type="checkbox"/>

f. The tender duly sealed will be addressed to the following:-

Directorate of Procurement (Navy)  
Through Bahra Gate  
Near SNDS Centre,  
Naval Residential  
Contact: Reception: 051-8262311  
Bahra Gate: 0331-  
3540949  
Section: 051-8262307  
Email: [cpn@paknavy.gov.pk](mailto:cpn@paknavy.gov.pk),  
[ctn200@paknavy.gov](mailto:ctn200@paknavy.gov)

5. **Date and Time For Receipt of Tender.** Tender must reach the office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-8271488 well before the opening date / time.

Unopened Offer	Unopened 1st copy
<input type="checkbox"/>	<input type="checkbox"/>

6. **Tender Opening.** Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representatives of firm will be allowed to attend tender opening. Tenders received after date and time specified in DP-2 would be rejected without exception and returned un-opened i.e. Rule 28 of PPRA-2004.

Unopened Offer	Unopened 1st copy
<input type="checkbox"/>	<input type="checkbox"/>

f. **Validity of Offer.**

a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Technical 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.e. PPRA Rule-28.

Unopened Offer	Unopened 1st copy
<input type="checkbox"/>	<input type="checkbox"/>

b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.

8. **Part Bid.** Firm may quote for the whole or any portion, or to state in the tender that the rates quoted, shall apply 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.

Unquoted offer	Unquoted not offer
<input type="checkbox"/>	<input type="checkbox"/>

9. **Quoting of Rates.** Only one rate will be quoted for entire quantity, firm wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DPN) reserved 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/FC components will be considered w.r.t. opening of commercial offer as per PPPA Rule-302).

Unquoted offer	Unquoted not offer
<input type="checkbox"/>	<input type="checkbox"/>

10. **Statute of IT.** ITs are to be handled as per following guidelines

Unquoted offer	Unquoted not offer
<input type="checkbox"/>	<input type="checkbox"/>

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, the Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.

b. For registered firms), case will be referred to DODP for necessary administrative action if firms registered / indexed for tenders/ items does not quote / participate.

c. It is a standard practice to invite all firm(s) including those unregistered with DODP who gave their preliminary budgetary/ technical proposals to end users / vendors. 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 intimation.

11. **Withdrawal of Offer.** Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In 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 21 year.

Unquoted offer	Unquoted not offer
<input type="checkbox"/>	<input type="checkbox"/>

12. **Execution of Documents in case of Contract.** In case any firm wins a contract, it will deposit following documents before award of contract:

Unquoted offer	Unquoted not offer
<input type="checkbox"/>	<input type="checkbox"/>

- Proof of firm financial capacity
- Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
- Principal Agency Agreement
- Registration with DODP (Provisional Registration is mandatory)

13. **Treasury Chalan.**

Unquoted offer	Unquoted not offer
<input type="checkbox"/>	<input type="checkbox"/>

a. Offers by registered firms must be accompanied with a Chalan form of Rs.300/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C03501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 104500). Each offer will be covered by one Chalan.

b. Firms, un-registered / un-indexed with GDP (Registration Section) are to participate in the tender by submitting Chalan Form of Rs. 300 in favour of CMA (DP).

**14. 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), Rewrapped for the following amounts:-

Commercial offer	Technical offer
<input type="checkbox"/>	<input type="checkbox"/>

a. **Submitting improper Earnest Money/Bid Security** 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.

b. **Rate for Contract.** The rate of earnest money and its maximum ceiling for different categories OF FIRMS would be as under:-

- |   |   |
|---|---|
| (I) Registered/Un-Indexed/Pre-Qualified Firms.  | 2% of the quoted value subject to maximum ceiling of Rs. 2500 Million.  |
| (II) Registered/Pre-Qualified but Un-indexed    | 3% of the quoted value subject to maximum ceiling of Rs. 2,750 Million. |
| (III) Unregistered/but 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 firms/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

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

Commercial offer	Technical offer
<input type="checkbox"/>	<input type="checkbox"/>

S No	Local Supplier	Foreign Supplier
a.	Three filed copies of SVA-8121 of each member of management.	Three filed copies of SVA-8121-O of each member of management.
b.	Three filed copies of SVA-8121-A	Three filed 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
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 /Stockist etc.

1.6. **Inspection Authority.** CINE, Joint Inspection will be carried out by INS, Consignee and Special User or a team nominated by Pakistan Navy. CINE inspection shall be as prescribed in CPP & 1-35 (Revised 2018) or as per terms of contract.

Inspected agreed	Inspected not agreed
<input type="checkbox"/>	<input type="checkbox"/>

1.7. **Condition of Sale.** Brand new stores will be accepted on Firm Warranty/Guarantee Form DPL-15 enclosed with contract.

Inspected agreed	Inspected not agreed
<input type="checkbox"/>	<input type="checkbox"/>

1.8. **Documents Required.** Following documents are required to be submitted along with the quote:

Inspected agreed	Inspected not agreed
<input type="checkbox"/>	<input type="checkbox"/>

a. OEM Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.

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 CDC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by OEM. Companies/firms rendering false OEM Conforming Certificate 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 manufacturer/suppliers.

e. Submit breakup of cost of stores/services on the following lines:

- (i) Imported material with break down item wise along with import duties.
- (ii) Variable business overheads like taxes and duties imposed by the Federal/provincial government as applicable:-
  - (1) General Sales Tax
  - (2) Income Tax
  - (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
  - (4) Any other tax duty.
- (iii) Fixed overhead charges like labour, electricity etc.
- (iv) Agent commission/profit, if any.
- (v) Any other expenditure/cost/service/remuneration as asked for in the tender.

1.9. **Rejection of Stores/Services.** The stores/services offered as a result of contract conducted against this tender may be rejected as follows:

Inspected agreed	Inspected not agreed
<input type="checkbox"/>	<input type="checkbox"/>

- a. 1st rejection on Govt. expense.
- b. 2nd rejection on supplier expense.
- c. 3rd rejection contract cancellation will be initiated.



**2.0 .** **Rejection of Goods/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 CBG/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 DPN on e-mail address given on page 1. Format of BG is enclosed at Annex B.

Interested firm?	Interested not firm?
<input type="checkbox"/>	<input type="checkbox"/>

**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:

Interested firm?	Interested not firm?
<input type="checkbox"/>	<input type="checkbox"/>

- 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 / as a Rule-7 of PPPA-2004. The form is available at [www.pppa.gov.pk](http://www.pppa.gov.pk)
- If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same shall be considered a serious breach of the Integrity Pact. DP (Navy) shall take appropriate disciplinary action against that personnel and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DDP and legal action against the individual (s) involved as per Pakistan Code of Criminal Procedure.
- It is strictly forbidden to entertain, 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)) or his/her office location: Tel: 661-6271468 or through a general meeting in office. Honesty of firms and their flags during such interaction 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 Comptroller respectively with copy endorsed to the DP (Navy).

Interested firm?	Interested not firm?
<input type="checkbox"/>	<input type="checkbox"/>

**2.3 .** **Pre-Start-up Inspection.** PN may send a team of officers including DPN 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 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.

Interested firm?	Interested not firm?
<input type="checkbox"/>	<input type="checkbox"/>

34. **Amendment to Contract.** Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser, such modification shall form an integral part of the contract.

Unamended  
agreed

Amended  
not agreed



35. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Unamended  
agreed

Amended  
not agreed



36. **Price Variation.**

Unamended  
agreed

Amended  
not agreed

- Prices offered against this tender are to be firm and final.
- 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 or cost to cost 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.
- 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.



37. **Force Majeure.**

Unamended  
agreed

Amended  
not agreed

- 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 disturbances directly affecting the supplier and 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.
- 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 of force majeure event.
- The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.
- 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.
- Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

**28 Arbitration.** Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussions to be making insufficient progress towards settlement of dispute (s) at any time, then such party may by written notice to the other party refer the dispute (s) to final and binding arbitration as provided below:

Unrevised  
agreed  Revised  
not agreed



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 after a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law. 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.

c. The arbitration award shall be firm and final.

d. In course of arbitration the contract shall be continuously to be executed except that part which is under arbitration.

e. All proceedings under this clause shall be conducted in English language and in writing.

**29 Court of Jurisdiction.** In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.

Unrevised  
agreed  Revised  
not agreed



**30 Liquidated Damages (LD).** Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DPP & 1-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.

Unrevised  
agreed  Revised  
not agreed



**31 Res Purchase.** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Res. and Expense (RE) of the supplier in accordance with DPP & 1-35.

Unrevised  
agreed  Revised  
not agreed



**32 Compensation 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 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 deducted by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

Unrevised  
agreed  Revised  
not agreed

33. **Costs/Commission/Cfts.** 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 for 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.

Accepted	Rejected
Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

34. **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 of the contract price and terms of such 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 items/goods/services the Purchaser may elect either:

Accepted	Rejected
Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

(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 in any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and

35. **Rights Reserved.** Directorate of Procurement (Navy). Rowagendi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).

Accepted	Rejected
Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

36. **Application of Official Secrets Act, 1923.** All the matters connected with the enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to the information.

Accepted	Rejected
Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

37. **Acknowledgment.** Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. [www.ppra.org.pk](http://www.ppra.org.pk)

Unsuccessful offer	Unsuccessful not agreed
<input type="checkbox"/>	<input type="checkbox"/>

38. **Disqualification.** Offers are liable to be rejected if-

Unsuccessful offer	Unsuccessful not agreed
<input type="checkbox"/>	<input type="checkbox"/>

- Received later than appointed/fix date and time.
- Offers are found conditional or incomplete in any respect.
- There is any deviation from the General /Special/Technical instructions contained in the tender.
- Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
- Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- Treasury challan is NOT attached with the technical offer.
- Multiple bids are submitted against one item.
- Manufacturers relevant brochures and technical details on their equipment assemblies are not attached in support of specifications.
- Subject to restriction of export license.
- Offers (commercial/technical) containing non-installed/unauthenticated amendments/corrections/overwriting.
- If the validity of the agency agreement is expired.
- The commercial offer against FOB/CF/Caref tender is quoted in local currency and vice versa.
- Proposals involve in duplicate clearly indicating whether prices 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 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.
- 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.

39. **Appeals by Suppliers/Firms.** Any aggrieved Supplier/Firm against the decision of OP (N) or OP(M) or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PM Officers and military Source rep at Naval Headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

Unsuccessful offer	Unsuccessful not agreed
<input type="checkbox"/>	<input type="checkbox"/>

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

40. **Limitation** Any appeal received after the lapse of limitation given in para 39 above shall not be entertained.

Accepted by agent	Accepted by agent
<input type="checkbox"/>	<input type="checkbox"/>

41. **For Firms not Registered with DGDP** For Firms not Registered with DGDP, Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website [www.dgdp.gov.pk](http://dgdp.gov.pk). These firms can participate in tender law para 12 and 14 above

Accepted by agent	Accepted by agent
<input type="checkbox"/>	<input type="checkbox"/>

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:

Accepted by agent	Accepted by agent
<input type="checkbox"/>	<input type="checkbox"/>

- 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. Official/Non-Home House Property documents
- h. Utility Bills (Phone/Electricity)
- i. Five Vehicles/Personal Vehicle
- j. CEO Visiting Card/FC Copy, 1100x100mm signature of CEO
- k. DGDP Registration letter
- l. Firm Bank Statement
- m. Non-Black List Certificate
- n. J & K Witness + CNIC and Mobile Numbers
- o. Police Verification
- p. Agency Agreement
- q. DEM Certificate
- r. EO Certificate
- s. Stock List with value
- t. Company Profile/Droacher
- u. Employees List
- v. Firm Categories
- w. Sole Proprietor Certificate
- x. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

43. We solemnly undertake that all IT clauses marked as "Understood and Agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations.

Understood  
and agreed

Understood  
not agreed

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

Understood  
and agreed

Understood  
not agreed

45. Format of DPL-1E (warranty form) and FBO are enclosed as Annex A and B.

Understood  
and agreed

Understood  
not agreed

Sincerely yours,

\_\_\_\_\_  
(To be signed by Officer Concerned)

Rank: \_\_\_\_\_

NAME: \_\_\_\_\_

**QPL-13 (WARRANTY)**

FIRM'S NAME M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. We hereby guarantee that the articles supplied under the terms of this contract are produced free 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 certificate of good workmanship throughout and that we shall replace FORDDP Karachi free of cost every article or part thereof used or its 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 goods free of cost within a reasonable period, we shall refund the relevant cost FORDDP Karachi (As the case may be in currency in with received).

3. This warranty shall remain valid for 01 Year 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.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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 \_\_\_\_\_  
(v) Address of Guarantor \_\_\_\_\_  
(vi) Amount of Guarantee Rs. \_\_\_\_\_  
\_\_\_\_\_

(in words)

(vii) Date of expiry of Guarantee \_\_\_\_\_

To: The President of Islamic Republic of Pakistan through the  
Controller of Military Accounts (Defence Purchase) Rawalpindi.

Sir,

1. Whereas your good self have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
with Messrs \_\_\_\_\_

(Put Name and Address)

hereinafter referred to as our customer and that one of the conditions of the Contract is  
the submission of unconditional Bank Guarantee by our customer to your good self for a  
sum of Rs. \_\_\_\_\_ Rupees/PE (as applicable)

2. In compliance with the stipulation of the contract, we hereby agree and undertake as  
under:-

a. To pay to you unconditionally on demand and/or without any reference to our Customer  
and amount not exceeding the sum of Rs. \_\_\_\_\_ Rupees or  
PE (as applicable) \_\_\_\_\_ as would be mentioned in  
your written Demand Notice.

b. To keep this Guarantee in force till \_\_\_\_\_

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the  
original/intended delivery period or the warranty of the stores which is ever is later in  
duration on receipt of information from our Customer i.e. M/s \_\_\_\_\_

or from your office. Claim, if any must be duly received by us on or before this day. Our  
liability under this Bank Guarantee shall cease on the closing of banking hours on the last  
date of the validity of this Bank Guarantee. Claim received thereafter shall not be  
entertained by whether you suffer a loss or not. On receipt of payment under this  
guarantee, this document i.e. Bank Guarantee must be clearly 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.

e. That with the consent of our customer you may amend/delete any term/closure of the contract or add/delete any term/closure to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alteration 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)

f. 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 encashed on sight on presentation without any reference to our Customer/Seller or Vendor.

Guarantor

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

(Bank Seal and Signature)

**AFFIDAVIT/UNDERTAKING  
(WORTH RS. 100) ON JUDICIAL STAMP PAPER)**

Mr \_\_\_\_\_ Authorized signatory/  
Partner/D of M/s \_\_\_\_\_ do hereby solemnly affirm to DGP  
(Army), DP (Navy), DP (Air) and Director General Defence Purchase, Ministry of Defence  
Production, NewDelhi that our firm M/s \_\_\_\_\_ has applied for registration  
with Director General Defence Purchase (DGDP) duly completed all the documents required by  
registration section on \_\_\_\_\_ (date). So before signing the contract, I certify that the above  
mentioned statement is correct. In case it is detected on any stage that our firm has not applied  
for registration with Director General Defence Purchase or statement given above is incorrect,  
our firm will be liable for disciplinary 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 any Court of Law.

Station: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Appointment in Firm: \_\_\_\_\_

**ATTESTED BY OATH COMMISSIONER WITH STAMP**

**INVITATION TO TENDER FORM**

1. Schedule to Tender No: 249000042501300344. Date: null This tender will be closed for acceptance at 1030 Hours and Will be opened at 1100 Hours on 2025-04-08 11:00:00.0 Please drop tender in the Tender box No: 205

2. You are requested to please use this Proforma 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 and stamped. Same are available at [www.ppra.org.pk](http://www.ppra.org.pk)

Sl NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	Full / Half / Glass / My / metal Detailed Technical Specification / Special Instructions - As Per Annex-A General Instructions - As Per Annex-B	1 B- NUMBERS		
	Above mentioned price includes 18% sales Tax (Please tick Yes or No)		Yes	No
	<b>Grand Total</b>			

## **Terms and Conditions**

1. <b>Terms of Contract</b>	As per Annex B
2. <b>Origin of O&amp;M</b>	To be indicated by the firm
3. <b>Origin of Items</b>	To be indicated by the firm
4. <b>Technical Security Report</b>	Required
5. <b>Delivery Period</b>	within the 06 months of O&O
6. <b>Currency</b>	US Dollar
7. <b>Base for acceptance</b>	FCM
8. <b>Validity</b>	The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of technical 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.e.w FPPRA Rule 26.
9. <b>Tendering procedure</b>	Single Stage - Two Envelopes Bidding procedure will be followed. FPPRA Rule 26 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), Rawapindi for the following amounts:-

a. **Submitting untested Firms** 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/sufficient in violation of IT condition.

b. **Rate for Contract** The rate of earnest money and its maximum ceiling 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	2% 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 firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

13. **Special Note:**

All Participating firms must submit technical offers in duplicate copy for TSB 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.

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 Active Taxpayers 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 alongside 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. Required amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP) is to be attached in separate envelope 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/measurement of Annex A, B & C duly signed and stamped by firm authorized rep is to provide for technical quality.

j. Price preference is admissible to local manufacturers over foreign vendors as per PPMA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I/2001).

**Note:** In case of failure to comply above instructions, Terms and conditions, offer will have to be rejected.

DP-3

Tender No: SDM/2023/4

Name of the Firm \_\_\_\_\_  
DDDP Registration No \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Date \_\_\_\_\_  
Telephone No \_\_\_\_\_  
Officer E-Mail \_\_\_\_\_  
Fax No \_\_\_\_\_  
Mobile No of contact person: \_\_\_\_\_

To:

Directorate of Procurement (Navy)  
through Bahria Gate Near DMCS  
Corner, CDA Market  
at Naval Restricted Complex  
Sector E-6, Islamabad  
Tele: 001-9900310  
Email: dpp@punnavy.gov.pk

Dear Sir, I/We hereby offer to supply to the Director of Procurement (Navy) the items 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 days and will not be withdrawn or altered in terms of rates, quality and the conditions already stated therein or as before the date. This offer shall be bound by a communication of acceptance to be dispatched within the prescribed time. 2. I/We have understood the Instructions to Tenderers and General Conditions Governing Contract of Form No. DDPA (Revised-2018) included in the parcellet sealed, Government of Pakistan, Ministry of Defence (Directorate General Customs Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and in particular noted in the schedule items and answers fully aware of the nature of the items required and my/our offer is to supply items strictly in accordance with the requirements. 3. The following papers have been added to and form part of this tender:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

YOURS FAITHFULLY,

\_\_\_\_\_  
(SIGNATURE OF TENDERER)

(CAPACITY IN WHICH SIGNING)

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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 procurator";
- (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 printed copy of document empowering him so to sign, if called upon to do so;
- (e) Principal's professional address (in original);
- (f) Earned money;
- (g) Treasury-Challen Form for tender Form as applicable.



ANNEX A TO N102

EST/EST NO. 2000/20

DATED 18 Nov 20

**TECHNICAL SPECIFICATIONS: ROLLER VIBRATOR**

S.No	TECHNICAL SPECIFICATIONS	Firm's Reply (Complied/ Partially Complied/ Not Complied)
None	Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation. Firm is required to clearly mention Complied/Partially Complied/Not Complied remarks against each Clause and specify same through cross-referencing references in respective Clause from the attached firm's technical proposal/contract as per following format.	Complied
	<b>OFFERED MODEL/ MAKE:</b>	
1.	CAT/ MAN/ Komatsu/ SDLG with origin USA/ Japan/ Europe, 8000 Roller Vibrator, fully loaded, latest model with AC Cabin, Heater, side mirrors, back view mirrors, safety seat belt.	
2.	<p><b>ENGINE:</b></p> <p>Engine Power                      80 kW – 120 kW</p> <p>Displacement                      4 – 5 L.</p> <p>Max Travel Speed</p> <p>(Forward or Reverse)              10 – 15 km/hr</p> <p>Theoretical Gradability,</p> <p>with or without vibration              32 – 40%</p>	

VIBRATION SYSTEM

Nominal Amplitude - High      1mm - 3mm

Frequency of High Life      30 - 35 Hz

Frequency of Low-Life      17 - 20 Hz

Technical Specifications

Overall Length      3.5 - 4.0m

Overall Width      2.2 - 3.0 m

Tram Diameter      1000 - 1200 mm

Overall Height      3 - 4 m

3. Colour: Commercial

4. Tires:  
OEM Brand name and speed limits are to be mentioned in the technical offer. Tires manufacturing date should not be more than one year old from the date of delivery of vehicle.

5. Battery: OEM Brand name to be mentioned in the technical offer. Manufacturing date should not be more than one year old. Warranty certificate is to be provided.

6. Following will be provided with each vehicle (without any additional cost):
- a. Standard tool kit (spanner, screw driver, plier, plug spanner and Padfoot Shell kit include scrapers, Head lights including turn signals, Backup Alarm, Engine Air-Intake Pre-Cleaner, Safety Cover Fan and Alternator, Greasing Tool, Padfoot use as per OEM) - 01 set
  - b. Fire Extinguisher DCP (82 Kg) - 01
  - c. Spare Wheel - 01
  - d. Hydraulic jack for vehicle weight + payload - 01

ANSEX LTD NOQ

INDEXT NO. 2-000531

DATE: 14 Nov 20

**GENERAL TERMS AND CONDITIONS**

S.No	General Description/ Conditions	Supplier's Reply
1	<p><b>SCOPE OF SUPPLY WORK.</b></p> <p>The Supplier undertakes to deliver equipment/goods/items including Supplies and Services to the Purchaser on DIRECTOR or Karachi basis as per PROVISIONS JIBB as per details specified in Annex A (Technical Specifications) and General Terms and Conditions given at Annex B to the bid.</p> <p>The Supplier shall, in accordance with the terms and conditions as set forth in the bid, with due care and diligence, provide the equipment/goods/items and supply the Services within the 90 weeks of JIBB.</p>	
2	<p><b>PROJECT SCHEDULE.</b></p> <p>The Contract shall be executed in accordance with the date in the Project Schedule. In case of delayed performance of any other date or periods the Supplier shall strive to compensate such overrun in order to timely meet the subsequent funding date.</p> <p>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 in every reasonable manner give to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall in receipt of such notice grant the Supplier an extension of time as may be reasonable.</p>	
3	<p><b>SCHEDULE OF PAYMENTS.</b></p> <p>The BCP shall be paid to the Supplier by the Purchaser through an electronic and automated Letter of Credit (LC) to be opened by the Purchaser in favour of the Supplier through a</p>	

subsidized Pakistan Bank provided by State Bank of Pakistan through CMA (DP). All bank charges relating to opening of LC (including opening and confirmation charges) shall be borne by both Parties in their respective countries. All payments to the Supplier shall be released through CMA(DP) on completion of respective milestones as mentioned below or as requested by DP (N).

a. 20% payment on completion of following:

- (1) Delivery of vehicle to the consignee on FORTIS 90 basis at Pakistan along with test certificate.
- (2) Title Inspection.
- (3) Provision of all documents.

b. 20% payment on completion of following:

- (1) Successful completion of acceptance of the vehicle complying all manufacturer acceptance criteria and issuance of final acceptance certificate by the end user.
- (2) Creation of report & maintenance history of PS year.

c. 20% payment on payment of CHT by the consignee.

<p><b>4. PERFORMANCE BANK GUARANTEE</b></p>	<p>To ensure timely and correct supply of items, the Supplier shall furnish an unconditional and irrevocable PFG within 30 days of contract signing from a scheduled Pakistani Bank, for an amount equivalent to 10% of the contract value less a liquidated sum of the value of the PFG, in the same currency as that of the Contract and endorsed in the favor of CMAA/DP, Rawalpindi. The CMAA/DP, Rawalpindi has the the power of making encashment of the PFG as if the same has been demanded by the Purchaser formally. This PFG shall remain valid for 90 days beyond the completion of warranty period.</p> <p>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.</p> <p>In the event of any material breach of terms of Contract having implications on Time schedule and Scope of Work beyond the acceptable limits defined in the Contract, the Supplier shall be given a written notification to rectify the breach within 30 days and if the Supplier fails to take satisfactory remedial action, Purchaser shall have the right to forfeit the PFG but only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to limit/curtail encashment of PFG provided to the Purchaser in favour of the contract through any Court, arbitrator or any other process including administrative or quasi-judicial.</p>	
<p><b>5. CONTRACT EFFECTIVE DATE (CED)</b></p>	<p>CED shall be established and decided by the Purchaser upon completion of following pre-requisites:</p> <ol style="list-style-type: none"> <li>a. Contract signing</li> <li>b. Approval of Import License.</li> <li>c. Opening of conditional and irrevocable Letter of Credit (LC) by the Purchaser.</li> <li>d. Submission of PFG by the Supplier.</li> </ol>	
<p><b>6. PROGRAM LIFE CYCLE</b></p>	<p>The Supplier should mention the price of all deliverables (i.e. Equipment/ Services, Spares,</p>	

Drawings, Test Bench, Tools, Test Equipment, Testings, FATs (Factory Acceptance Trials), Installation, Integration, Acceptance Test Trials/Commissioning and where applicable separately as financial items. The same are to be subsequently incorporated in the contract documents.

**2. EXPORT LICENSES PURSUING USER CERTIFICATE (UIC)**

The Supplier shall be responsible to apply to the relevant local and to that time the all applicable government export licenses and, where relevant, from the relevant governments, for the Goods and Supplies.

Upon signature of the Contract but before CTD, the Supplier shall apply for any necessary export licenses or other government approvals or other documents relevant to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to its country or any other country from where Supplies originate. The Purchaser is responsible for issuing the UIC, as per the required format by respective CTDs or governments within 10 (ten) days in receipt of the request of the Supplier.

In case any export/import licenses cannot be obtained from the countries where origin, shipment or ports thereof shall be processed, in such a case or in case of national reasons, the requirements shall be brought to the notice of the Purchaser within shortest possible time with alternate options available with the Supplier. The Purchaser shall have the right to accept or propose alternate for the needed. Alternate options shall be finalized after mutual agreement between the Parties to be properly embodied by means of an Amendment to Contract.

The Parties acknowledge that being granted any export license that may be required by applicable law is beyond the reasonable control of the Supplier and in such, the Supplier is not responsible for any such export/import licenses shall be granted by the competent authorities. In such event, the Parties shall promptly consult with one another and with their respective legal counsel to discuss and agree upon a mutually acceptable course of action and solution.

After the Export License/ Permits regarding the export of the Supplies from Pakistan has been granted by the competent authorities notwithstanding one of the conditions regarding CTD is made in attachment of this Contract, any refusal, revocation, demand or the like as regards to export/import licenses would not be deemed to be an event of Force Majeure. If required, provision of final User Certificate or any other documents or information reasonably required to the Supplier to that time is the responsibility of the Purchaser.

**3. PERFORMANCE GUARANTEE TEST**

The Purchaser may decide to arrange a Performance Guarantee Test during inspection of the Equipment/Vehicle. The Performance Guarantee Test shall have to executed in accordance with the mutually agreed Performance Guarantee Test Procedure and Protocol which sets out the obligations of both PARTIES.

In the event the performance guarantee which is specified in Performance Guarantee Test could not be achieved for reasons attributable to the Equipment, and for which the Supplier shall be held responsible under the Contract, the following shall apply:

The Supplier shall be entitled for a mutually agreed period, to take the corrective measures necessary to eliminate the defect or deficiencies by repairing or replacing the affected parts of the Equipment. After each corrective measure Performance Guarantee Test shall be repeated and in the event that the Equipment fails to meet the guarantee value stated in Performance Guarantee Test Procedure and Protocol, then financial damages shall be applicable as per article 10.6.11.

#### 9. 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 3.

Title to the Equipment/Vehicle shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.

#### 10. TRAINING

Training to the requirement of Test User to be completed prior to system handover upon. The Supplier shall provide the training to Test User personnel personnel as highlighted in annex sub-paragraphs. Training to be completed within one month of inspection/acceptance certificate of the vehicle.

A. **Operators Training:** 05 x Operators to be trained at its premises or in Pakistan for 02 x working days by the Supplier within 30 days of inspection/acceptance of vehicle. All mentioned operators should have sufficient technical knowledge to be able to operate the equipment. Test User shall take over operation of the complete system and its explanation by the end of second week of acceptance of the System.

B. **Maintaince Training:** 05 x Maintainers to be trained at its premises or in Pakistan for 02 x working days by the Supplier within 30 days of inspection/acceptance of vehicle. All mentioned operators should have sufficient technical knowledge to be able to operate and

maintain the equipment.

## 11 CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES

The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment, provided 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 manufacture 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, Goods and Services Tax (GST), 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, Goods and Services Tax (GST), taxes on turnover or similar taxes (including of discounts), 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 whomsoever 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 law payable in respect of which such deduction or withholding is required to be made shall be assumed to be correct necessary to ensure that, after the making of such deduction or withholding, Supplier shall remain 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 be 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.

## 12 DOCUMENTATION

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

- a. Operation manuals covering comprehensive operating instructions (including CD's)



	<p>b. Maintenance manual and procedures alongside flow charts and diagrams with circuit diagram with all instrument details of the apparatus.</p> <p>c. Complete printed spare parts list alongside Part Nos. to be provided at the time of delivery of apparatus. List of part numbering hierarchy also to be provided.</p> <p>d. Complete serial, reference &amp; depot level maintenance documentation must be provided. Maintenance manual must cover comprehensive maintenance procedures alongside flow charts and diagrams.</p> <p>e. List diagrams, engineering diagrams and technical diagrams of entire project.</p> <p>f. Electrical parts catalogue (EPC).</p>	
13	<p><b>SPARE PARTS (where applicable)</b></p> <p>The list of spare parts shall be based on IEM, experience, practice. The Supplier shall provide 01 year depot spare list of arm and 03 years depot spare (if required by Purchaser) on request.</p>	
14	<p><b>WARRANTY/GUARANTEE</b></p> <p>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 notification of equipment.</p> <p>b. The items and all its associated accessories should be warranted against DPL-15 by the Supplier for a period of 03 year or 50,000 km whichever comes earlier, for all defects or damages from the date of final acceptance by PL. Software provided with the equipment should also have warranty for a minimum period of 03 years for any bugs found in operation. The Supplier shall provide/replace all software updates in this period.</p> <p>c. The Supplier should provide guarantee that the article supplied are of latest version and all need/development practices have been incorporated in the equipment being supplied.</p>	

	<p>h. The Supplier should provide guarantee for the entire production span of system production and final use, 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.</p> <p>i. The Supplier shall provide guarantee for 10 years operability of the equipment/vehicle and software (where applicable) for at least 10 years after acceptance of the entire system.</p>	
13	<p><b>RISK &amp; EXPENSE</b></p> <p>In the event of failure on the part of Supplier to comply with the contractual obligations, the contract shall be cancelled at the risk and expense incurred by the vendor of the contract.</p>	
14	<p><b>ACCEPTANCE CRITERIA</b></p> <p>h. The Supplier should create/developing of acceptance criteria of the sub/contract within 15 days of signing contract (both local and non-local copies in English) after necessary approval by PN. The final acceptance procedure may be made by PN, taking into consideration the trial procedure recommended by the Supplier, system qualification provided by the Supplier and PN own experience/competence or as per the mutually agreed practice as defined in the contract.</p> <p>i. The Goods/ Equipment/Vehicle shall undergo trials.</p> <p>j. The final acceptance certificate should be signed by PN only after successful completion of all acceptance trials.</p> <p>k. System/Vehicle acceptance shall be based on operational performance through practical verification as per stated specifications of stated equipment/vehicle and operational requirements for a test period (as per acceptance criteria) may be attended if discrepancies are observed.</p>	
15	<p><b>TECHNICAL ASSISTANCE</b></p> <p>The Supplier should be responsible for successful Roll-out-Work, commissioning (where applicable) and Start-Up of the system/vehicle on site in Pakistan. The technical assistance by the Supplier during warranty period should be free of cost and on request basis to the satisfaction of the warranty period should be free of cost on request basis to the satisfaction.</p>	

of Purchase

## 18. NON-DISCLOSURE AGREEMENT

Any information about the sale/purchase services/drawings/instructions etc. of the project under the contract shall not be communicated in any form, what than the manufacturer/provider of the assets/drawings/machinery/equipment made or in any form or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punished under the Official Secret Act 1913.

Intellectual rights for publications of the projects and the sale responsibility of the Purchaser, and any use by the contractor shall be subject, in all instances, to the Purchaser's prior written approval.

## 19. SYSTEM SOFTWARE, WHERE APPLICABLE

Software as well as the diagnosis and related tools/instruments leading to software applications, maintenance software, up to computer level and hardware software etc. should be provided by the manufacturer/supplier. In addition following would also be required:

- a. Software program for English language it should be user friendly.
- b. The software modules should be fully documented in the software documentation for understanding their operation.
- c. It should be fully upgradeable for through life in case of an upgrade in hardware is necessary due to maintainability and/or technological advancements.
- d. Software should be warranted for a period of at least 05 years of trouble free operation.
- e. Necessary software for running the diagnosis tool up to computer level should also be provided.

## 20. INSPECTIONS OF VEHICLE ACCEPTANCE TEST PROCEDURE

h. The above vehicle shall be jointly inspected and accepted by the PFA Inspection Authority (IA) (DND, CDM may conduct the inspection team comprising of following officers: Dept and may also cover any other member, if required).

- 10. Role of Supplier
- 12. Role of Test Unit
- 16. Role of concerned Dept
- 14. Role of CDM

h. The inspection team shall inspect and test the vehicles to verify their conformity to the technical specifications.

h. The conditions of the contract and technical specifications shall specify inspection team criteria as required by the Purchaser and place of conduct.

h. Purchaser shall verify the Supplier in writing of the identity of any representatives involved in the process.

h. If any inspected or tested vehicle fail to conform to the specifications, Purchaser may reject them and the Supplier shall either replace the rejected goods/vehicles or make alterations necessary to meet specifications requirements free of cost to Purchaser.

h. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan (if applicable) shall in no way be limited or waived by reasons of the goods/vehicles having previously been inspected, tested and passed by Purchaser or its representatives prior to the goods/vehicles shipment from the country of origin.

h. Supplier shall technical specifications drawing of the vehicle model that will be accepted during that process to be included in contract to avoid problem during inspection/acceptance process.

## 21. PORT & DOCK CHARGES

\*All port & dock charges shall be paid or actual (if applicable) by Supply Officer PFA Infrastructure Headquarters, West Wharf Road Karachi on submission of the bills duly verified by Commanding Officer PFA (CDND) & P20 in Pak Currency\*.

<p>23</p>	<p><b>DISCREPANCY</b></p> <p>The Supplier shall render a discrepancy report to all concerned within 30 days after receipt of notes for discrepancies found in the consignments. 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</p>	
<p>24</p>	<p><b>COMPENSATION UNDER THE CONTRACT</b></p> <p>If the Supplier fails to supply of equipment under the contract is cancelled either on BE or within BE or contract becomes ineffective due to default of Supplier/ Supplier or some equipment declared defective and cannot be used in the Government, Supplier shall be liable to pay to the Government compensation for loss or inconvenience resulting from default or from the termination of the contract when such default or violation takes place such compensation shall be in cash or in the BE 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 to the custody of contract.</p>	
<p>24</p>	<p><b>SHIPPING INSTRUCTIONS</b></p> <p>The Supplier shall be responsible for the shipment of the Supplies on <b>FORCEDUCTS</b> or Karachi Sea. These Supplies shall not be shipped from stopped or via Indian' Island Vessels.</p> <p>The Purchaser shall be responsible for clearance of consignments from Karachi Sea Port Airport and for safe delivery to consignees. Upon shipment of a consignment, the Supplier shall immediately provide following information to consignee:</p> <ul style="list-style-type: none"> <li>Bill of Lading / AWB (in original)</li> <li>Documentation and packing list of the cargo (in original)</li> <li>Current address of the consignee</li> <li>Name of ship or Airline or Airfreight Company</li> <li>Expected Date / Time of arrival</li> <li>Quantity, dimensions and weight of the cargo</li> <li>Sea Airport of destination</li> </ul>	
<p>25</p>	<p><b>PACKING DETAILS</b></p>	

Packing and other requirements for consignee to include following aspects where applicable:

a. Packing must describe the contents of the consignment package.

b. Packing is to be marked as order

FRIGHTS: Name and address of consignee

TYPE CONTRACT NO: \_\_\_\_\_ DATE: \_\_\_\_\_

Class Weight: \_\_\_\_\_

Dimensions: Volume 42x42" or 48" in diameter, according to the size of the packing

c. Deterioration requirements (if any) to be specified.

d. Detailed environmental safety requirements to be specified.

e. Marking details (if any) to be specified.

## 26. CHECKING OF SUPPLIES AT CONSIGNEE 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 necessity, or any other reason, the Supplier decides not to nominate his representatives 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 goods. In such an event, the Supplier shall clearly undertake that the decisions of consignee with regard to quantities and description of the consignments 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 consignments immediately on receipt of goods through fax. If no response from the Supplier is received within four (04) working days from delivery 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 goods shall be binding on the Supplier in such cases.

## 27. PENALTY

	<p>a. The Supplier before making the shipment shall carry out a 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 stage, Purchaser has the right to arrange repair the equipment at supplier's penalty at the rate of 10 - 15% of the value of the relevant equipment; there</p> <p>b. The penalty shall not involve the supplier to undertake the repairs in Pakistan at all cost at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract for warranty/purchase obligations in Form DPL-15.</p>	
<p>28</p>	<p><b>CONTRACT COMPLETION CERTIFICATE</b></p> <p>Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Objection Certificate" to the Purchaser stating that no claims, goods, damages, services and payments are outstanding. Concurrently, the Purchaser shall verify through a "No Objection Certificate" that the requirements stated by the Purchaser as pre-terms and conditions set forth in this Contract has been fulfilled. Specimen of Contract Completion Certificate/ No Objection Certificate shall be added to the contract prior contract signing. Upon receipt of both certificates, Bank Guarantees shall be returned by CMAA/HS to the Purchaser for onward transit to the Supplier.</p>	
<p>29</p>	<p><b>COMPLIANCE WITH INTERNATIONAL STANDARDS</b></p> <p>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 violation of any ISO standard after signature of the Contract is deemed implicitly 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 execution.</p>	
<p>30</p>	<p><b>DELAYS AND LIQUIDATED DAMAGES (LD)</b></p> <p>Following Liquidated Damages shall apply for late completion of Consultant's services as given in the Contract:</p> <p>a. Delay in the completion of all contracted items/ deliverables up to Twenty (20) days shall be subject to subsequent liquidated damages up to 10 days/less the original Delivery Period shall be regarded as "penalty period" and no contractor's responsibility shall be required. When LD is imposed, grace period shall be retained.</p>	

	<p>b. For delays beyond the Grace period of Twenty (20) days, liability caused by conditions, Purchaser shall have the right to interest L&amp;L.</p> <p>L&amp;L imposed shall be recovered in the sum of up to 2% but not less than 1% (depending upon the amount of the sum as decided by Complaint Purchase Officer) of the value of items supplied late per month or a part of a month for the period exceeding the original delivery period and shall to be imposed on the Supplier by the Purchaser in accordance with Clauses 21 (Interest 2009). If the same services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total L&amp;L fees imposed shall not exceed 10% of the total value including items duties, freight, S/P, insurance charges of the items delivered late.</p>	
<p>11</p>	<p><b><u>LOADING PROCEDURE</u></b></p> <p>The order shall be loaded on Open Tender using First In First Out Loading Method, provided.</p>	
<p>12</p>	<p><b><u>LANGUAGE, MEASUREMENTS AND WORKING METHODS</u></b></p> <p>All drawings, drawings in soft media, Non-Mandatory Insertion (NMI) of software and hardware, all training and documentation systems and all other documentation (in application) required to be produced or delivered to the Purchaser under the Contract shall be written, and training conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.</p>	
<p>13</p>	<p><b><u>INTEGRITY PACT</u></b></p> <p>If the Supplier or any of his sub-contractors, agents or services is found to have violated or breached in violation of the Integrity Pact (herein placed in Appendix-F) signed by the Supplier, then the Purchaser shall be entitled to:</p> <p>a. Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, donor's fee or kickback given by the Supplier or any of his sub-contractors, agents or services.</p> <p>b. Suspend the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such suspension or of any other storage business practices of the Supplier or any of his sub-contractors, agents or services.</p>	



**14. AMENDMENT IN CONTRACT**

Amendment to the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment to the contract/agreement.

**15. ARBITRATION**

All matters of dispute or difference except regarding rejection of goods by the Inspectors under para 7c of Chapter XVI and/or cancellation of the contract by the purchaser under para 1 of Chapter X of this book, arising out of this agreement between the parties hereto, the settlement of which is not otherwise specially provided for in this agreement, shall be referred to arbitration as under:-

(1) The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Supreme Court will be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law.

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

(3) Arbitration award will be final and final and unchallengeable in any court of law.

**16. FORCE MAJEURE**

The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to events of Force Majeure, such as war of host, war, internal activities, floods, earthquakes, tsunami and other such events like Pandemic, Lock down, acts of Government or any other authority competent in relation to any action in connection with the Contract (including delay, refusal, default, termination or any other decision regarding any Export License/permit) (fire, civil commotion, acts of foreign governments and its agencies and disturbances 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 from which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 48 (forty) days of the happening and within the same duration shall be disseminate of such circumstances happening in writing.

The Party entering the Force Majeure shall provide the other Party with immediate proof of the occurrence of any of the aforementioned events along with Force Majeure certificate and of its effects on the delivery of the Supplies or any of its obligations towards the Contract.

Once the Party entering the Force Majeure has provided the immediate proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged as being valid. 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 in the event of such delay shall be allowed to the Supplier for compliance of his obligations as defined 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.

## 17. TERMINATION OF CONTRACT

If in any circumstance the occurrence of the event(s) 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 of the contract goods and terms of such contract 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 termination of the undelivered contract goods/services the Purchaser may elect either:

- a. To have any part thereof completed and take the delivery thereof at the contract price or
- b. To accept the remaining quantity and pay to the Supplier for the portion of sub-components or raw materials purchased by the Supplier and also in the actual process of manufacture at the price to be determined by the Purchaser. In such a case termination of the process of manufacture shall be declared by the Supplier to the Purchaser.
- c. No payment shall however be made for any materials not yet in the actual process of manufacture at the date notice of cancellation is received.

d. Should the Supplier fail to deliver goods/services in time or per quality terms of contract or fail to make Bank Payments within the stipulated time period in any breach of the contract, the Purchaser reserves the right to terminate the contract fully or any part thereof at the cost and expense (RRC) of the Supplier. It also in any instance, Purchaser shall perform the obligations required and needed for the smooth conduct and management of the Contract. Supplier has a right to initiate legal proceedings.

#### 18. CONFIDENTIALITY

The Supplier and the Purchaser shall keep confidential all information of the other party, whether designated as confidential or not, obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party. The provisions of this clause shall not apply to any information in the public domain obtained here by breach of the Contract or information obtained from a third party who is not to divulge the same.

The Supplier and the Purchaser shall divulge confidential information only to those employees who are directly involved in the Contract or have use of equipment and/or software used in connection with the Contract and shall ensure that such employees are aware of and comply with their obligations to confidentiality.

The Supplier shall undertake that any information about the sale/purchase of the above order this contract shall not be communicated to any person, other than the manufacturer/Supplier/company's lawyers, or to any press or agency not authorized by the Purchaser 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 cost and expense of the Supplier.

#### 19. LONG TERM LOGISTIC SUPPORT/REPAIR/MAINTENANCE

The Supplier shall guarantee to supply the necessary spare/parts/repair components for next 10 years from the date of its final acceptance of the system by Purchaser. All the CRMs/Components of the Staffs items supplied as part of the main agreement, TRM shall indicate their status of availability.

The Supplier shall be required to have a provision in the main contract for replacement of defective component parts through exchange and shall provide Standard Replacement Cost for all PUs, Modules, Sub-assemblies, LRU, etc used in the equipment system for next five years. In case of availability of RRC, the requirement shall become part of RRC.

In case of discontinuation of production of any component part as result of obsolescence or development of an upgraded version, the Supplier shall inform the Purchaser at least one (1) year in advance. The Supplier shall ensure the provision of such component parts as demanded by the Purchaser prior discontinuation of the production and shall also provide alternative for such component parts in case the original is not available.

The Supplier shall provide drawings to allow the reuse of manufacturing of all the major sub-assembly and essential components of the engine system. The Supplier shall provide complete specifications variations referred to or used by the equipment and its accessories.

#### 40. SECURITY

The validity or unavailability of any term or condition of the Contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the Contract shall however be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both Parties. Such discussions shall, as far as be possible, ensure the balance and interests of the Purchaser and commercial interest and asset of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing availability or unavailability term and conditions substantially alter the underlying terms of the Contract or the overall or commercially term or condition comprise an integral part of or is otherwise inseparable from the remainder of the Contract, then the Parties shall without further delay, meet to amend such other and such agreement terms.

Failure by either Party at any time to enforce any of the provisions of the Contract shall not be considered as a waiver by the Party concerned of any such provision or in any way affect the validity of the Contract or any part thereof or any other rights of either Party. Such failure shall only inhibit the right of the Party concerned to claim compensation incurred or to request Liquidated Damages (Financial or otherwise) for default, in respect only of the said non-enforced provisions.

#### 41. SECURE EXCHANGE OF CORRESPONDENCE

All correspondence pertaining to contract between Supplier and PO shall be an secured email.

#### 42. ASSIGNMENT AND SUBCONTRACTING

Neither Party shall assign any of its rights or obligations in whole or in part under the Contract, without the prior written consent of the other Party, which shall not be unreasonably withheld.

	<p>The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.</p>	
43	<p><b><u>ASSIGNMENT OF CONTRACT</u></b></p> <p>In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or instruments by which the change of ownership takes place shall have specific provisions to the effect that:</p> <p>a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of the Contract, and</p> <p>b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of the Contract.</p>	
44	<p><b><u>INDEMNITY</u></b></p> <p>In the framework of the implementation of this project, both Parties shall waive off any claims 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 grossly negligent or gross negligence of Supplier or its sub-contractors/agents and/or the Purchaser, the Party responsible shall bear alone the burden of the damage repair.</p>	
45	<p><b><u>WARRANTY ON GOODS IN CASE OF IMPROBATION OF SANCTIONS</u></b></p> <p>The Purchaser understands that in no condition any embargo on Purchaser's Country should affect the execution of the project. However, in case any sanctions are imposed, the Supplier shall ensure the preservation of Goods, prevent anything being removed in accordance with relevant administrative measures at its premises for a period of up to 90 Working Days. The Supplier shall not charge Purchaser for preservation of Goods at its premises during such period and shall not self-deposit them without written agreement of the Purchaser. If such sanctions are in effect beyond such 90 Working Days period, then the Purchaser shall take possession of the Goods when they become or such other location as may be mutually acceptable to the Parties, notwithstanding any provision to the contrary herein contained.</p>	
46	<p><b><u>CERTIFICATE OF CONFORMANCE (COC) BY ITEM</u></b></p> <p>Supplier shall provide correct and valid serial and lot No. to CNS and DP(S). Supplier/contracting Supplier shall either provide COC Conformance Certificate to CNS or it to be provided to CNS under instruction to DP(S). Third copy of COC shall</p>	

follow in any case through contract. The receipt, CMR shall approach the OEM for verification of Confirmation Certificate issued by the OEM. Companies/ Suppliers rendering false OEM Confirmation Certificate shall be black listed:

- (1) Description of Item alongwith Quantity;
- (2) Part/Partno No of Item
- (3) Manufacturer Identification (Name, Address and Contact No);
- (4) Date/period of Manufacturing;
- (5) Lot of Non, Serial, Batch or Lot# as embossed / engraved on the items (as applicable);
- (6) Details of Test Reports (IATs / OEM Lab Test reports) alongwith dates and tests conducted (as applicable);
- (7) Details of third party testing authority (if their service used);
- (8) List of Safety Regulatory Standards (as applicable);
- (9) Conformance to Standard / Specifications quoted in the Contract..

#### 47. CERTIFICATION REQUIREMENTS

Supplier/OEM shall confirm through OEM certificate at the time of supply/delivery of the equipment or equipment that equipment being supplied is genuine equipment.

Supplier through certificate is to confirm that he shall provide report documents at the time of delivery of items.

Supplier certificate for confirmation of 100% defect free qualification, any deviation to be clearly indicated in the certificate shall be provided at the time of delivery of items.

OEM's "Certificate of Conformity" originating from "Principal" who is neither the OEM nor the OEM's authorized Representative shall not be acceptable.

#### 48. DESIGN CODES (IF APPLICABLE)

a. The Supplier shall provide the Codes, Schedules and Services in accordance with internationally recognized codes, standards and recommended best practices. All specified equipment and material shall comply with recognized international codes and standards.

b. The Supplier shall advise the Purchaser in writing of the codes, standards and recommended best practices that he intends adopting throughout the design for the contract.

drawings and written approval of the Purchaser with 1 x hard-copy and 1 x soft-copy of all the material & approval notes, standards and manufacturing practices.

## 70 WORKMANSHIP AND MATERIALS

a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of construction 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 statements for the execution of each stage of work as may be directed by the Purchaser. Approval of such method statements shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional work.

b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work performed that 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 have access to the Supplier's shop for the purpose of examining, measuring, testing, and/or commissioning (before and after the construction, measurement or testing).

## 71 CORRUPT PRACTICES/COMMISSIONS

The 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 kind as an inducement or reward for doing or refraining to do for having done or refraining to do any act in relation to the obtaining or execution of the Contract or for allowing or forbearing to show favour or disfavour to any person in relation to the Contract.

b. Enter into this or any other Contract with the Purchaser in connection with which commission has been or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made, particulars of any such commission and of any agreement for the payment thereof have been disclosed in writing to the Purchaser.

## 72 MISCELLANEOUS

a. The Supplier should provide the copies of material specifications referred to or used for the equipment and its accessories.

	<p>b. Source to be accepted on DSR-17 as emergency mail.</p> <p>c. Supplier shall provide a confirmation certificate that items supplied conform to relevant international standards.</p> <p>d. The supplier should mention the price of all deliveries separately in financial quote. The same are to be subsequently incorporated in the contract documents.</p>	
11	<p><b>EHM'S SPECIFICATIONS:</b> Following to be provided along with technical offer:</p> <p>a. Copy of EHM's list of accepted accessories/brings on.</p> <p>b. Details of model code of engine/brings on.</p> <p>c. List of standard tool kit.</p>	
12	<p><b>REJECTION OF VEHICLES BE MANUFACTURED GIVEN BELOW:</b></p> <p>In the event of any vehicle falling in violation to the specifications given in the contract, on the failure of supplier in performing any of the contractual obligations stipulated in the contract, the Inspector shall have the right to reject the same. The purchaser will then be entitled to:</p> <p>a. Allow the supplier to rework/reject vehicles in replacement of those rejected within the delivery period specified in the contract, the supplier bearing the cost of freight on such replacement without being entitled to any extra payment, or,</p> <p>b. Buy the quantity of the vehicle rejected or others of a similar nature from elsewhere at the risk and expense of the supplier without affecting the supplier's liability in respect supply of any further assignments due under the contract, or,</p> <p>c. Terminate the contract and recover from the supplier the actual loss the purchaser then incurs by purchasing the vehicle from elsewhere.</p>	
14	<p><b>COUNTRY OF ORIGIN:</b> Approved (either India and Israel) with EHM.</p>	



13	<p><b>DELIVERY OF VEHICLE:</b> Delivery shall be within 60 months after signing of contract on FIVE-DAY basis, in a place nominated by Pakistan Navy i.e. either Karachi or Islamabad. Supplier is to ask the client about delivery of vehicles after inspection/acceptance by PN Team.</p>	
14	<p><b>COMPARISONS:</b> The bidder may provide a comparative chart clearly showing the specifications as per tender. Any deviation must be highlighted and justified.</p>	
15	<p><b>PRICE VARIATION:</b> Prices in the schedule of items of this contract are firm and final. The prices shall be of brand new manufacture.</p>	
16	<p><b>COURT OF JURISDICTION:</b> Should a situation arise where a party to the contract claims to file the matter in a Civil/Higher Court, or prefers an appeal review, revision etc in a higher court, such matters shall be filed only in the competent Civil Court at Islamabad.</p>	

**NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNED MONEY**

**IMPORTANT**

Each column must be filled in with **BLOCK CAPITAL LETTERS**.  
Incompleteness shall render disqualification.

1. Name: \_\_\_\_\_
2. Father's Name: \_\_\_\_\_
3. Address (Residence):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Designation of Firm: \_\_\_\_\_
5. CMC: \_\_\_\_\_  
(Attach Copy of CMC)
6. NTN: \_\_\_\_\_  
(Attach Copy of NTN)
7. Firm's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Date of Establishment of Firm: \_\_\_\_\_
9. Firm's Registration Certificate with MFR/Chamber of Commerce/Registrar of Companies.  
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1, 2, 3, 4, 5 and 6 of each partner).

(Kindly fill in the above form and forward it under your own letter head with contact details)