

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

Contact: Reception 051-8262311, Bahria Gate 3331-5540548, Section: 051-8262307  
 Email: dpr@dprnavy.gov.pk 051-8262307 ator35@paknavy.gov.pk

**E-301 00 Section (Contact: 051-8262307, Email: ator35@paknavy.gov.pk)**

Tender No and Date: 0001180044

Tender Description: Procurement of IT e-Rule Module

IT Opening Date: 05/02/2025

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) x Sealed Envelope as per details given below

<b>Sealed Envelope 1 – Technical Offer in Duplicate</b>			
This envelope must contain (1) x 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 the against each to ensure that these documents have been			
S.No	Document	Original Set	Copy Set
1	Bank Cheque of Rs. 200/- for DQOP registered firms and Rs. 500/- for all other firms (in favour of CMAQOP).		
2	DP-1 Form of IT with job management each closed and initialed on each page		
3	DP-2 Form of IT with compliance remarks against each document initialed on each page		
4	Annex A of IT duly filled (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filled & signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	DQOP registration letter (in case of medical)		
10	DQOP Registration Letter (if firm is registered with DQOP)		
11	Tax Filing Proof		
<b>Sealed Envelope 2 – Earnest Money</b>			
This Envelope must contain Earnest Money only.			
<b>Sealed Envelope 3 – Commercial Offer</b>			
This Envelope must contain following documents:			
1	Firm's Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	
3	Duly filled 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 Signatory: \_\_\_\_\_

**DIRECTORATE PROCUREMENT (NAVY)**

Directorate of Procurement (Navy)

Through Bahra Gate  
Near SHDS Centre,  
Naval Residential ComplexContact: Reception: 051-9262311  
Bahra Gate: 0331-4540648  
Section: 051-9262307Email: [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)  
[atp136@paknavy.gov.pk](mailto:atp136@paknavy.gov.pk)

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPPRA Rules 2004 and DPP&I-35 (Revised 2018) covering general terms and conditions of contracts laid down by MoDP / DODP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPPRA Rules 2004 ([www.pppra-ng.gov.pk](http://www.pppra-ng.gov.pk)) and DPP&I-35 (Revised 2018) (copy may be obtained from DODP Registration Cell on Phone No. 051-9270987 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 DODP 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.

Interested Bidders	Interested Contractors
<input type="checkbox"/>	<input type="checkbox"/>

3. **Conditions Governing Contracts.** The Contract made as result of this IT (Invitation to Tender) i.e. PPPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the Purchaser and the Seller or Directorate General Defence Purchase (DODP) contract Form 'DP-19' in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure and Instructions and DPP&I-35 (Revised 2018) and other special conditions that may be added to given contract for the supply of Defence Stores / Service specified herein.

Interested Bidders	Interested Contractors
<input type="checkbox"/>	<input type="checkbox"/>

**ii. 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, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Bidding Report.

Indirect cost  
to be  
filled

**b. Technical Offer (Offers Application):** Should contain all relevant specifications in DUPLICATE (or as specified in IT) along with essential literature/brochure, drawings and compliance matrix 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 DP-2. Firms are to conform/comply with IT technical specification in the following format:

Indirect cost  
to be  
filled

S. No	Technic Firm's requirement/Comply with asPartially per IT Comply Comply	Compliance Non- Comply	Basis of C. FC (in case of non availability of of NC i.e. Reference/proof in page structure/ Literature, quote/ structure which additional documents/ of undertaking as proof of compliance

(Legend: C = Fully Comply, FC = Partially Comply, NC = Not Comply)

(Firms must clearly identify where their offer does not meet or exceeds from IT specs)

**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 condition(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

Indirect cost  
to be  
filled

**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 envelope 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 (account cover) duly sealed and signed. This cover should bear the address

of the procurement agency indicating issuance date of IT and No. with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

e. **FORM DP-1, DP-2, SP-3 and Questionnaire.** Form DP-1, DP-2 (interpath annexes), DP-3 and Questionnaire 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.

Indicates offer	Indicates no offer
<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 SHDS Centre,  
Naval Residential

Contact: Reception: 051-8262311  
Bahra Gate: 031-  
8040848

Section: 051-8262307  
Email: [dn@navy.gov.pk](mailto:dn@navy.gov.pk)  
[adp05@paknavy.gov](mailto:adp05@paknavy.gov)

g. **Date and Time For Receipt of Tender.** Tender must reach this 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 case. 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 051-0271488 and before the opening date / time.

Indicates offer	Indicates no offer
<input type="checkbox"/>	<input type="checkbox"/>

h. **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 representative of firm will be allowed to attend tender opening. Tenders received after date and time specified in DP-2 would be rejected without intimation and returned un-opened / as per Rule 28 of PPPA-2004.

Indicates offer	Indicates no offer
<input type="checkbox"/>	<input type="checkbox"/>

i. **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) as per PPPA Rule 28.

Indicates offer	Indicates no offer
<input type="checkbox"/>	<input type="checkbox"/>

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

8. **Full Bid** Firm may quote for the whole or any portion, or its state in the tender that the rate quoted, shall apply only if the entire quantity/range of items 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	Quoted contract
<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. DPIM reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FELC components will be considered w.r.t. opening of commercial offer as per PPPA Rule-30(2).

Unquoted offer	Quoted contract
<input type="checkbox"/>	<input type="checkbox"/>

10. **Request for ITs** ITs are to be handled as per following guidelines:

Unquoted offer	Quoted contract
<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 firm(s), case will be referred to OGD for necessary administrative action if firm registered / interest for tendered commodities do not quote / participate.

c. It is a standard practice to invite all firm(s) including those unregistered with OGD who give their preliminary budgetary/technical proposals to and issue / intentions. 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 OP (Navy) by a formal letter/email.

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 01 year.

Unquoted offer	Quoted contract
<input type="checkbox"/>	<input type="checkbox"/>

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

Unquoted offer	Quoted contract
<input type="checkbox"/>	<input type="checkbox"/>

- a. Proof of firm's financial capability.
- b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject items.
- c. Principal Agency Agreement.
- d. Registration with OGD (Provisional Registration is mandatory)

13. **Treasury Challen.**

a. Offers by registered firms must be accompanied with a Challen form of Rs.300/- (obtainable from State Bank of Pakistan/Government Treasury) and paid able to Major Head 00201-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head-1845/30). Each offer will be covered by one Challen.

b. Firms, un-registered / un-intend with OGD (Registration Section) are to participate in the tender by submitting Challen Form of Rs.300/- in favour of CMA (OP).

Unquoted offer	Quoted contract
<input type="checkbox"/>	<input type="checkbox"/>

**1.4. Earnest Money/Tender Bond:** Please ensure Earnest Money is contained in a separate envelope that inside Technical or commercial offer. Offer is liable to be needed 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). Resubmit for the following amounts:-

Unsuccessful bids	Successful bids
<input type="checkbox"/>	<input type="checkbox"/>

**a. Submitting incorrect 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. Rates for Contract:** The rate of earnest money and its maximum ceiling for different categories OF FIRMS would be as under:-

- (i) Registered/Indexed/Pro-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
- (ii) Registered/Pro-Qualified but Un-indexed 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
- (iii) Unregistered/Not Pro-Qualified/Un-indexed 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

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

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

Unsuccessful bids	Successful bids
<input type="checkbox"/>	<input type="checkbox"/>

S No	Local Supplier	Foreign Supplier
a.	Three filed copies of IYA-8121 of each member of management.	Three filed copies of IYA-8121-D of each member of management.
b.	Three filed copies of IYA-8121-A.	Three filed copies of IYA-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.	Challen Form	Challen 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).

16. **Inspection Authority.** CNS. Joint inspection will be carried out by INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CNS inspection shall be as prescribed in DPP & I-35 (Revised 2018) or as per terms of contract.

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

17. **Condition of Stores.** 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"/>

18. **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 CNS and DFHQ. Supplier/contracting firm shall either provide OEM Conformance Certificate to CNS or is to be e-mailed to CNS under intimation to DP (navy). Hard copy of COC must follow in any case through courier. On receipt, CNS shall approach the OEM for verification of Conformance Certificate issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.

c. Original quotation/Proforma/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/supplier.

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/State/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

(5) If any

(6) Plant overhead charges like labour, electricity etc.

(7) Agent commission/profit, if any.

(8) Any other expenditure/cost/service/remuneration as asked for in the tender.

19. **Rejection of Stores/Services.** The stores/services offered as a result of contract concluded 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.

**20. 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. 100,000) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of setting encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

Unanswered Agreed	Unanswered Not agreed
<input type="checkbox"/>	<input type="checkbox"/>

**21. 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:

Unanswered Agreed	Unanswered Not agreed
<input type="checkbox"/>	<input type="checkbox"/>

- a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor (as per Rule 7 of PPMs-2014). The form is available at [www.ppp.gov.pk](http://www.ppp.gov.pk).
- b. If a Supplier / Contractor is found involved in any unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against the personnel and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through CDDP and legal action against the individual (s) involved as per Pakistan Code of Criminal Procedure.
- c. It is strictly forbidden to divulge, sell or reveal any official / staff of DP (Navy) in private or during off hours, if any official / staff from Purchaser side come for any undue benefit or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (navy) or Respective Section In- Charge (DP) (Navy) through a personal meeting in office. Privacy of time and their fees sharing such information will be questioned without any compulsion to their normal business activities.

**22. 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 Consigned respectively with copy endorsed to the DP (Navy).

Unanswered Agreed	Unanswered Not agreed
<input type="checkbox"/>	<input type="checkbox"/>

**23. On-Site/Plant Inspection.** PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T. (navy) 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 contractual offer.

Unanswered Agreed	Unanswered Not agreed
<input type="checkbox"/>	<input type="checkbox"/>



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

Unchanged  
agreed

Unchanged  
not agreed



25. **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.

Unchanged  
agreed

Unchanged  
not agreed



26. **Price Variation.**

Unchanged  
agreed

Unchanged  
not agreed

- a. Prices offered against the tender are to be firm and final.
- b. Where the prices of the contracted storehouse material are controlled by the government or an agency competent to do so on government behalf their price increase/decrease will be allowed at actual on case to case basis in production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.
- c. Except for circulation or typographical errors, the rates of the contracts not having a price variation clause P/VG 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.



27. **Force Majeure.**

Unchanged  
agreed

Unchanged  
not agreed

- a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening in writing. Non-availability of raw material for the manufacture of stores, or of export control for the contracted stores from the country of its origin, shall not constitute Force Majeure.
- b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performed within 30 days from the start of force majeure event.
- c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.
- d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.
- e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

**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 discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and binding arbitration as provided below:

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

- a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law.
- b. The venue of the arbitration shall be the place from which the contract is issued or such other place 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 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

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

**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 A-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.

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

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

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

**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 from his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

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

33. **Details/Commission/Gifts.** No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract bracketing of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

Accepted Agent	Accepted No Agent
<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 at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within sixty days after receipt by the Supplier of such notice.

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

- (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 material 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 allocated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and

Accepted Agent	Accepted No Agent
<input type="checkbox"/>	<input type="checkbox"/>

35. **Rights Reserved.** Directorate of Procurement (May), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Discounts for such rejections may be communicated to the tender upon written request, but justification for grants is not required as per PMRA Rule 31 (1).

Accepted Agent	Accepted No Agent
<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 this information.

Accepted Agent	Accepted No Agent
<input type="checkbox"/>	<input type="checkbox"/>

37. **Acknowledgment.** Firms will send acknowledgment slips within 07 days from the date of downloading of IT from the PPHA Website i.e. WWW.PPHA.ORG.PK

Unsuccessful  
offer

Unsuccessful  
no offer

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

Unsuccessful  
offer

Unsuccessful  
no offer

- a. Received later than appointed/tender date and time.
- b. Offers are found conditional or incomplete in any respect.
- c. There is any deviation from the General/Special/Technical Instructions contained in the tender.
- d. Firms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
- e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 07.
- f. Treasury challan is NOT attached with the technical offer.
- g. Multiple sales are quoted against one item.
- h. Manufacturers relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- i. Subject to restriction of export license.
- j. Offers (Commercial/technical) containing non-intailed/unauthenticated amendments/corrections/overwriting.
- k. If the validity of the agency agreement is expired.
- l. The commercial offer against FOB/CF/C&F tender is quoted in local currency and vice versa.
- m. Principals invoice is duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- n. Earnest money is not provided.
- o. Earnest Money is not provided with the technical offer (or as specified).
- p. If validity of offer is not suited as required in IT or made subject to confirmation later.
- q. Offer made through Fax/E-mail/Cable/Wire.
- r. If offer is found to be based on unfair act in compliance with other sources' participants of the tender.
- s. If OEM and principal name and complete address is not mentioned.
- t. Original Principal Invoice is not attached with offer.

39. **Appeals by Supplier/Firm.** Any aggrieved Supplier/Firm against the decision of DP (N) or CDS or any other problematics arise towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters. Information: The detail and timeline for preferring appeals is given below:

Unsuccessful  
offer

Unsuccessful  
no offer

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 rate 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 issue of invoices given in para 38 above shall not be entertained.

Unsuccessful appeal	Unsuccessful not appeal
<input type="checkbox"/>	<input type="checkbox"/>

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

Unsuccessful appeal	Unsuccessful not appeal
<input type="checkbox"/>	<input type="checkbox"/>

42. Firms which are not registered with DGDG should intake 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:

Unsuccessful appeal	Unsuccessful not appeal
<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. Office/Home/Work House Property documents
- h. Utility Bills (Phone/Electricity)
- i. Firm Vehicle/Personal Vehicle
- j. CEO Validating Card/NC Copy, DDA/Specimen signature of CEO
- k. DGDG Registration letter
- l. Firm Bank Statement
- m. Non Block List Certificate
- n. 2 X Witness + CNIC and Mobile Numbers
- o. Police Verification
- p. Agency Agreement
- q. OEM Certificate
- r. ISO Certificate
- s. Stock List with value
- t. Company Profile/Brochure
- u. Employees List
- v. Firm Catalogue
- w. Sole Proprietor Certificate
- x. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Article
- 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
<input type="checkbox"/>	<input type="checkbox"/>

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

Understood and Agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

45. Format of DPC-15 (security form) and PBG are enclosed as Annex A and B.

Understood and Agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

Sincerely yours,

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

RANK \_\_\_\_\_

NAME \_\_\_\_\_

## DELIVERY WARRANTY

FIRM'S NAME Mr. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. We hereby guarantee that the articles supplied under the terms of this contract are produced here in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FORDDP Karachi free of cost every article or part thereof used or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FORDDP Karachi (As the case may be if satisfactory is with retained).

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 OF  
JUDICIAL STAMP PAPER OF RS. 100/- OR  
AS SUITABLE TO THE AMOUNT OF BQ**

(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 \_\_\_\_\_

(Full 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 this 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 the 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 items which so ever is later in  
duration on receipt of information from our Customer i.e. M/s \_\_\_\_\_

in 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/condition of the contract or add/delete any term/condition to/from the contract without making any reference to us. We do not reserve any right to receive any such amendment/alteration or addition/delete 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/Buyer or Vendor.

g. That this is an unconditional Bank Guarantee, which shall be enforceable on sight on presentation without any reference to our Customer/Buyer or Vendor.

**Guarantor**

**Dated** \_\_\_\_\_

**(Bank Seal and Signature)**

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

At \_\_\_\_\_ Authorized signatory/  
Partner/MD of M/s \_\_\_\_\_ do hereby solemnly affirm to DGP  
(Army), DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry of Defence  
Production, New Delhi: that our firm M/s \_\_\_\_\_ has applied for registration  
with Director General Defence Purchase (DGDGP) duly completed all the documents required by  
registration section on \_\_\_\_\_ (Date) i.e before signing the contract. I certify that the above  
mentioned statement is correct. In case it is detected at 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. 3490000M3501300344 Dated: null This tender will be closed for acceptance at 1100 Hours and Will be opened at 1100 Hours on 2025-03-06 11:00:00.0. Please drop tender in the Tender Box No. 208

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.pprs.org.pk](http://www.pprs.org.pk)

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	null   Paper Vendors fully bonded Details: Technical Specification Special Construction: As Per Annex B General instructions: As Per Annex B	1.0 NUMBERS		
Along mentioned price includes 18% sales Tax (Please tick Yes or No)		Yes		No
Grand Total				

## Terms and Conditions

- |                               |   |
|-------------------------------|---|
| 1. Terms of Payment           | As per Annex B  |
| 2. Origin of OCM              | To be indicated by the firm   |
| 3. Origin of Stamp            | To be indicated by the firm   |
| 4. Technical Security Receipt | Required  |
| 5. Delivery Period            | within the 05 months of C&I.  |
| 6. Currency                   | US Dollar   |
| 7. Basis for evaluation       | FOB   |
| 8. Bid validity               | 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. as per Annex A.5 |
9. Bidding procedure Single Stage - Two Envelopes  
Bidding procedure will be followed. PPA Rule 36 refers.

## 10. Earnest Money/Tender Bond

Please ensure Earnest Money is contained in a separate envelope (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 Cash Deposit Receipt (CDR) in favor of CMA (DP), New Delhi for the following amounts:-

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

b. Rates for Contract The rate of earnest money and its maximum call for different categories of Firms would be as under:-

- |  |   |
|--|---|
| (i) Registered/Indo-Pre-Qualified Firms      | 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million. |
| (ii) Registered/Pre-Qualified but Un-Indo    | 2% of the quoted value subject to maximum ceiling of Rs. 0.750 Million. |
| (iii) Unregistered/Not Pre-Qualified/Un-Indo | 3% 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).

## 11. General Notes:

All Participating firms must submit technical offers in duplicate (one for TBR committee and one for OP (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 (OP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Separate amount of earnest money (in shape of COR/Demand Draft/Pay Order in the favour of CMA (OP) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with OP-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 OP-1 and OP-3 are to be attached with Technical Offer.
- i. OP-2 Form shall also be submitted with Technical Offer without mentioning of prices. However, completed or otherwise against each para/requirement of Annex A, B & C duly signed and stamped by firm authorized rep is to provide for technical scrutiny.
- j. Price preference is admissible to local manufacturers over foreign vendors as per PPPA 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 liable for rejection.

DP-1

Tender No. 8250138249

Name of the Firm \_\_\_\_\_  
DGDP Registration No. \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Date \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Office E-Mail \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Mobile No. of contact person \_\_\_\_\_

To

Directorate of Procurement (New)  
through Bahra Gate Near SMO  
Center, CGA Market  
at New Residential Complex  
Sector E-8, Islamabad  
Tele : 011-3362310  
Email : [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)

Dear Sir, I/We hereby offer to supply to the Director of Procurement (New) the stores detailed in schedule to the tender enquiry in 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 quoted and the conditions already stated therein or on before this date. You shall be bound by a communication of acceptance to be dispatched within the prescribed time. I/We have understood the Instructions to Tenderers and General Conditions Governing Contract in Form No. DGPM (Revised-2018) issued in the pamphlet entitled, Government of Pakistan, Ministry of Defense (Directorate General Defense Purchase) 'General Conditions Governing Contracts' and have thoroughly examined the specifications/drawings and/or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. The following pages 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 se' or otherwise;
- (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 authorizing him so to sign, if called upon to do so;
- (e) Principal's probanda in case of original;
- (f) Earnest money;
- (g) Treasury Chucker Form for tender Fees as applicable

ANNEX A TO SIBJ

INVEST NO. 2/2002/

DATE: 11 Nov 11

**TECHNICAL SPECIFICATIONS – DRILLER 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 qualify same through referencing statements in respective Clause from the attached firm's technical proposal brochure as per following format:	Complied
	<b>OFFERED MODEL/ MAKE:</b>	
1.	CAT/ MAN/ Komatsu/ SDEG with origin USA/ Japan/ Europe, RHD, Driller Vibrator, fully loaded, latest model with AC Cabin, Heater, side mirrors, back view mirrors, safety seat belt.	
2.	<b>ENGINE:</b>  Engine Power: 80 kW – 120 kW Displacement: 4 – 5 L Max Total Speed: (Forward or Reverse): 10 – 15 km/hr Theoretical Gradability, with or without vibration: 32 – 60%	



	<p><u>Vibratory system:</u></p> <p>Nominal Amplitude – High      2mm – 3mm</p> <p>Frequency at High Infr      10 – 20 Hz</p> <p>Frequency at Low-Media      27 – 30 Hz</p> <p><u>Technical Specifications:</u></p> <p>Overall Length      3.5 – 4.0m</p> <p>Overall Width      1.2 – 1.8 m</p> <p>Drum Diameter      1000 – 1500 mm</p> <p>Overall Height      3 – 4 m</p>	
3.	<p>Category      Commercial</p>	
4.	<p><u>Title:</u></p> <p>OEM/Brand name and speed limits are to be mentioned in the technical offer. Tyres manufacturing date should not be more than one year old from the date of delivery of vehicle.</p>	
5.	<p><u>Battery:</u> 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.</p>	
6.	<p>Following will be provided with each vehicle without any additional cost:</p> <p>a. Standard tool kit (spanner, screw driver, plier, plug spanner and Pullout Shell kit include scrapers, Road lights including turn signals, Backing Alarm, Engine Air Inlet Pre-Cleaner, Safety Cover Pin and Alternator, Greasing Tool, Tachot etc as per OEM)      - 01 set</p> <p>b. Fire Extinguisher OCF (5L Kg)      - 01</p> <p>c. Spare Wheel      - 01</p> <p>d. Hydraulic Jack for vehicle weight + payload      - 01</p>	

ANNEX B FONDI

(VOLUME NO. 108814)

DATED 11 Nov 11

**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/works/items including Supplies and Services to the Station on <b>STANDARD</b> or <b>Special</b> basis as per <b>PROCEDURE 702</b> as per details specified in Annex-A (Contract Specifications and General Terms and Conditions given in Annex B to this Index).</p> <p>The Supplier shall, in accordance with the terms and conditions set forth in the Index, with due care and diligence, provide the equipment/goods/items and supply the Services within the 60 months of CTA.</p>	
2	<p><b>PROJECT SCHEDULE</b></p> <p>The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any work/dates as provided the Supplier shall strive to compensate such increase in order to timely meet any subsequent leading dates.</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 as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable.</p>	
3	<p><b>SCHEDULE PAYMENTS</b></p> <p>The BCP shall be used by the Supplier for the Purchase Order as receivable and 100%</p>	

withheld Pakistan Bank accounts by State Bank of Pakistan through CNB (SBP). 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 CMAATP on completion of respective milestones as mentioned below or as suggested by SBP (S).

A. 10% payment on completion of following:

- (1) Delivery of vehicle to the consignee on FIVE STAR SA basis at Pakistan Airport and on-airport.
- (2) Test inspection.
- (3) Provision of all documents.

B. 20% payment on completion of following:

- (1) Successful completion of test trials of the vehicle complying all specifications, inspection criteria and results of final acceptance certificate by the end user.
- (2) Completion of export & economic clearing of PS team.

C. 30% payment on issuance of CRV by the consignee.

<p>4.</p>	<p><b>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 Payment Bank for an amount equivalent to 10% of the contract value in a National Money Order of the value of Rs.100,000, in the same currency as that of the Contract and retained in the favour of CMA (IP) Bangalore. The CMA (IP), Bangalore has for the purpose of making assessment of the PFG as if the same has been furnished by the Purchaser himself. The 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 actions, Purchaser shall have the right to default 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 seek recovery/claim/indemnity of PFG provided to the Purchaser on account of the contract through any Court, arbitrator or any other process including administrative or quasi-judicial.</p>	
<p>5.</p>	<p><b>CONTRACT EFFECTIVE DATE (CED)</b></p> <p>CED shall be established and notified by the Purchaser upon completion of following pre-requisites</p> <ol style="list-style-type: none"> <li>Contract signing</li> <li>Approval of Export License</li> <li>Issuing of unconditional and irrevocable Letter of Credit (LC) by the Purchaser</li> <li>Submission of PFG by the Supplier.</li> </ol>	
<p>6.</p>	<p><b>PRICE OF THE ITEMS</b></p> <p>The Supplier should quote the price of all deliverables i.e. Equipment, Services, Spares,</p>	

Documentation, Test Bench/ Tools/ Test Equipment, Drawings, FATs (Factory Acceptance Tests), Installation/Integration, Acceptance Test Train/Commissioning are where applicable separately in financial terms. The same are to be subsequently incorporated in the contract documents.

## 7. EXPORT LICENSES, PERMIT, END USER CERTIFICATE (EUC)

The Supplier shall be responsible to apply in the correct form and in due time for all applicable permits and export licenses (as applicable) Permits from the relevant governments, for the Goods and Supplies.

Upon signature of the Contract but before CED, the Supplier shall apply for any necessary export licenses or other government approvals needed Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable in its country or any other country from where Supplies originate. The Purchaser is responsible for issuing the EUC as per the requested format by respective OEMs or governments within 30 (Thirty) days on receipt of the request of the Supplier.

In case any import/export licenses would be obtained from the countries where certain Supplies or parts thereof shall be provided, in such a case or in case of technical concerns, the export/importers 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 procure otherwise for the needed. Alternate options shall be finalized after mutual agreement between the Parties to be properly reflected 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 as such, the Supplier is not responsible that any such import/export 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 Control Permit regarding the export of the Supplier (as Pakistan has been granted by the competent authorities recognizing one of its conditions regarding CED as well as effectiveness of this Contract), any refusal, revocation, denial or the like in regards to import/export licenses should not be deemed to be an event of Force Majeure. If issued, provision of End User Certificate or any other documents or information reasonably required by the Supplier in due time is the responsibility of the Purchaser.

## 8. PERFORMANCE CHARACTERISTICS

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

In the event the performance guarantee values as specified in Performance Guarantee Test could not be attained 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 protective measures necessary to eliminate the defect or deficiency by repairing or replacing the affected parts of the Equipment. After such corrective measures Performance Guarantee Test shall be repeated and in the event that the Equipment fails to meet the guarantee values stated in Performance Protocol Test Procedures and Protocol, then liquidated damages shall be applicable as per sub-clause 11.

9. **TRASHED, ON TITLE AND RISK**

Risk of loss and damage to the Equipment shall be transferred to the PURCHASER according to the 'INCOTERMS 2020' used in the Contract and stated in Article 7.

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 as per requirement of Test User to be conducted prior to system handing over. The Supplier shall provide the training to Test User concerned personnel as highlighted in ensuing sub-paragraphs. Training to be completed within one month of inspection/acceptance submission of the vehicle.

a. **Operators Training:** 05 a Operators to be trained at its premises or at Pakistan for 02 a working days by the Supplier within 30 days of inspection/acceptance of vehicle. All concerned 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 exploitation by the end of month week of acceptance of the System.

b. **Maintenance Training:** 05 a Maintenance to be trained at its premises at its Pakistan for 02 a working days by the Supplier within 30 days of inspection/acceptance of vehicle. All concerned 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 payable upon its importation into the country of destination.

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

All amounts stated to be payable by Purchaser pursuant to this Contract exclude any value added tax (VAT), sales tax, service tax, 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 in the country of destination, and such taxes are not assumed 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 whatsoever levied in the country of destination of the Equipment.

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

**12. DOCUMENTATION**

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

- a. Operator manuals covering comprehensive operating instructions along with CDs

	<p>b. Maintenance manual and procedures alongwith flow charts and Diagrams with circuit Diagram with all maintenance routine of the equipment.</p> <p>c. Complete printed spare parts list alongwith Part Nos. to be provided at the time of delivery of equipments, List of test measuring instruments also to be provided.</p> <p>d. Complete wiring, network &amp; logic level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and Diagrams.</p> <p>e. Test Diagrams, engineering Diagrams and Technical Diagrams of entire project.</p> <p>f. Detailed parts catalogue (IPC).</p>	
<p>13</p>	<p><b>SPARE PARTS (WHOLE SUPPLIES)</b></p> <p>The list of spare parts should be based on O&amp;M, experience practice. The Supplier shall provide 01 year related spare list of core and 02 years spare parts of support by hardware in nature.</p>	
<p>14</p>	<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 shall commence after defined verification of equipment.</p> <p>b. The items and all its associated accessories should be warranted against DPL-03 by the Supplier for a period of 01 year or 50000 hrs whichever comes earlier, for all defects in hardware from the date of final acceptance by PN. Software provided with the systems should also have warranty for a minimum period of 01 year for any bugs found in operations. The Supplier shall provide free period of software updates in this period.</p> <p>c. The Supplier should provide guarantee for the whole supplied set of items (cables and all modulators) or guarantee have been incorporated in the equipment being supplied.</p>	



	<p>g. The Supplier should provide guarantee that the motor produced less of reduced production and trend now, is associated with approved drawings, 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>h. The Supplier shall provide guarantee for 03 years warrantyability of the equipment/vehicle and software (where applicable) for at least 03 years after acceptance of the entire system.</p>	
<p>15</p>	<p><b>RISK &amp; EXPENSE</b></p> <p>In the event of failure on the part of Supplier to comply with the contractual obligation, the contract shall be considered for full and complete breach to the amount of the contract.</p>	
<p>16</p>	<p><b>ACCEPTANCE CRITERIA</b></p> <p>a. The Supplier should start developing of acceptance criteria of the vehicle/system within 15 days of signing contract (Both hard and soft 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 specifications provided by the Supplier and PN user requirements/queries or as per the mutually agreed timeline as defined in the contract.</p> <p>b. The Goods/Equipment/Vehicle shall undergo acceptance.</p> <p>c. The final acceptance certificate should be signed by PN only after successful completion of all acceptance criteria.</p> <p>d. System/Vehicle acceptance shall be based on operational performance through practical verification as per stated specifications of related equipment/vehicle and operational requirement for a test period (as per acceptance criteria) (may be extended if discrepancies are observed).</p>	
<p>17</p>	<p><b>TECHNICAL ASSISTANCE</b></p> <p>The Supplier should be responsible for successful Bring-to-Work, commissioning (where applicable) and Turn/Hand 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 in the satisfaction of during warranty period should be free of cost on request basis in the satisfaction</p>	

	of Purchase	
18	<b><u>NON-DISCLOSURE AGREEMENT</u></b>	
	<p>Any information about the vehicle's platform, services, drawings, infrastructure, etc. of the project under the contract shall not be communicated to any person, other than the manufacturer, provider of the device, drawings, machinery, equipment, tools etc. or to any press or agency not authorized by the Purchaser in writing. Any breach of this contract shall be punished under the Official Secret Act 1923.</p> <p>Proprietary rights for publication of the projects are the sole responsibility of the Purchaser, and any use by the consultant shall be subject, in all instances, to the Purchaser's prior written approval.</p>	
19	<b><u>SOFTWARE WHERE APPLICABLE</u></b>	
	<p>Software as well as flow diagrams and relevant technical documentation leading to software application, maintenance software up to component level and backup software etc. should be provided by the manufacturer/supplier. In addition following would also be required:</p> <ol style="list-style-type: none"> <li>Software program (in English language) should be user friendly.</li> <li>The software modules should be fully documented in the software documentation for understanding their operations.</li> <li>It should be fully compatible for through life to ease off an upgrade in hardware as necessary due to manufacturing and/or technological advancements.</li> <li>Software should be supported for a period of at least 10 years of trouble free operation.</li> <li>Necessary software for running the diagnostic test up to component level should also be provided.</li> </ol>	
20	<b><u>INSPECTION OF VEHICLE ACCEPTANCE TEST PROCEDURE</u></b>	

4. The motor vehicle shall be jointly inspected and accepted by the PW Inspection Authority (IA) CINA. CINA may constitute the inspection team comprising of following officers/Staff and may also co-opt any other member, if required:

- (i) Reps of Supplier
- (ii) Reps of End User
- (iii) Rep of concerned depot
- (iv) Rep of CINA

5. The inspection team shall inspect and test the vehicle to confirm their conformity to the contract specifications.

6. The conditions of the contract and technical specifications shall specify inspection tests criteria as required by the Purchase and price of contract.

7. Purchase shall notify the Supplier in writing of the identity of any representative nominated for this purpose.

8. If any inspected or tested vehicle fail to conform to the specifications, Purchase may reject them and the Supplier shall either replace the rejected goods/vehicles or make alterations necessary to their specification requirements (as of cost to Purchase).

9. Purchase'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 Purchase or its representative prior to the goods/vehicles shipment from the country of origin.

10. Supplier's detail technical specifications drawing of the vehicle model that will be accepted during TIR process to be included in contract to avoid problem during inspection/acceptance process.

## 21. **PORT & DUCK CHARGES**

"All port & Duck charges shall be paid in actual (if applicable) by Supply Office PW Distribution Headquarters, Wazir Khan Road Karachi on submission of the bills duly verified by Commanding Officer PW BARRACK & PWD in Pak Customs".

22	<p><b><u>DISCREPANCY</u></b></p> <p>The Supplier shall render a discrepancy report to all concerned within 10 days after receipt of goods for discrepancy found in the consignment. The quantities found short or defective are to be made by the Supplier, without any additional cost on 'DDP' consignee's warehouse within 10 days.</p>	
23	<p><b><u>COMPENSATION ON BREACH OF CONTRACT</u></b></p> <p>If the Supplier fails to supply of contracted items or contract is cancelled either on BE or without BE or contract becomes ineffective due to default of Supplier/Supplier or material equipment declared defective and cannot use in the Government, Supplier shall be liable to pay to the Government compensation for loss or inconvenience resulting to his default or from the revocation of his contract when such default or revocation take place with compensation shall be to extent of the BE amounts, 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 to Government treasury in the currency of contract.</p>	
24	<p><b><u>SHIPPING INSTRUCTIONS</u></b></p> <p>The Supplier shall be responsible for the shipment of the Supplies on <b>FORWARDER</b> on Karachi basis. These Supplies shall not be shipped/transported via sea route (except Visakhapatnam).</p> <p>The Purchaser shall be responsible for clearance of consignment from Karachi Sea Port Airport and its safe delivery to consignee. Upon shipment of a consignment, the Supplier shall immediately provide following documents/information to Consignee:</p> <ul style="list-style-type: none"> <li>Bill of Lading/ AWB (if required)</li> <li>Insurance and packing list of the cargo (if required)</li> <li>Contact address of the consignee</li> <li>Name of ship or airline or Airfreight Company</li> <li>Expected time - Time of arrival</li> <li>Quantity, dimensions and weight of the cargo</li> <li>Sea Agent of discharge</li> </ul>	
25	<p><b><u>FACSIMILE DETAILS</u></b></p>	

Packing and other requirements for consignee to include following (as applicable):

- a. Packing note detailing the contents of the consignment package;
- b. Packing to be marked as under:

FRONT SIDE, Name and address of consignee:

ITEM CONTRACT NO. \_\_\_\_\_ DATE \_\_\_\_\_

Class Mark \_\_\_\_\_

Dimensions To be such 4" or 6" in diameter, according to the size of the packing:

- a. Paper or other wrapping material to be specified;
- b. Detailed environmental effects requirements to be specified;
- c. Stacking details to be specified.

**26. CHECKING OF SUPPLIES AT CONSIGNEE'S END**

Upon arrival, Supplies shall be checked at consignee's end in the presence of the Purchaser and Supplier's representatives. If for the reasons of economy, or any other reason, the Supplier decides not to maintain his responsibility 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 a case, the Supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken, as final and any discrepancy found shall be accordingly made up by the Supplier. In all other cases, the consignee shall inform the Supplier about arrival of consignment immediately on receipt of goods through fax. If no response from the Supplier is received within four (4) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representatives. 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 complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/ trials, Purchaser has the right to outright reject the equipment or impose penalty at the rate of 10 - 12% of the value of the relevant equipment/ items.</p> <p>b. The penalty shall not absolve the Supplier to undertake the repairs as Per item as above at his cost and expense including freight charges. This shall be in addition to the penalties and obligations provided in the contract like warranty/ guarantee obligations as from DP/ LD.</p>	
28	<p><b>CONTRACT COMPLETION CERTIFICATES</b></p> <p>Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Defect Certificate" to the Purchaser along with no invoice, goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall submit through a "No Objection Certificate" that the equipment placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Approval of Contract Completion Certificate/ No Defect Certificate shall be added in the contract price contract signing. Upon receipt of both certificates, Bank Guarantees shall be returned by CHAIIP to the Purchaser for onward return to the Supplier.</p>	
29	<p><b>COMPLIANCE WITH INTERNATIONAL STANDARDS</b></p> <p>The Goods/Equipment shall comply with all relevant ISIR standards stipulated in the Contract and valid on the date of signature of the Contract. The Parties agree that any variation of any ISIR standard after signature of the Contract is deemed explicitly not to be a circumstance within the responsibility of the Supplier. Implementation of any variations to the relevant ISIR standards for the purpose of operating the Equipment shall be agreed between the Parties within the contractual change management procedure, prior to installation.</p>	
30	<p><b>DELAYS AND LIQUIDATED DAMAGES (LDs)</b></p> <p>Following Liquidated Damages shall apply for late completion of Consultancy Services as given in the Contract:</p> <p>a. Delay in the completion of all contractual works/ deliverables as in Clause One (21) days and for subsequent schedule/works up to 10 days from the original Delivery Period shall be regarded as "gross period" and no extension/ amendment shall be required. When LD is imposed, gross period shall be inclusive.</p>	

b. For delays beyond the Grace period of Twenty One (21) days culpably caused by Supplier, Purchaser shall have the right to impose L.Ds.

L.D. if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the state of the case as decided by Competent 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 be imposed on the Supplier by the Purchaser in accordance with DPP&I/15 (Revised 2019), if the items were not supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total L.D. thus imposed shall not exceed 10% of the total value including taxes, duties, freight, SPT, insurance charges of the items delivered late.

## 11. BIDDING PROCEDURE

This tender shall be opened on Open Tender using Single Stage Two Envelope Bidding procedure.

## 12. LANGUAGE, MEASUREMENTS AND PACKING METHODS

All drawings, data files in soft copies, Man-Machinery Inventory (MMI) of software and hardware, all marking and identification systems and all other documentation (as applicable) required to be produced or delivered to the Purchaser under the Contract shall be written, and drawings contained, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.

## 13. INTEGRITY PACT

If the Supplier or any of his sub-contractors, agents or servants is found to have violated or defaulted or violated of the Integrity Pact (format placed at Appendix-4) signed by the Supplier, then the Purchaser shall be entitled to:

a. Terminate from the Supplier an amount equivalent to ten times the cost of any commission, gratification, bribe, kickback or fee or kickback given by the Supplier or any of his sub-contractors, agents or servants.

b. Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business practices of the Supplier or any of his sub-contractors, agents or servants.

**34 AMENDMENT IN CONTRACT**

Amendments 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/appendix.

**35 ARBITRATION**

All matters of dispute or differences except regarding rejection of goods by the Inspector under para 7a 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 therein, 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 Superior 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.

**36 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 acts of God, war, terrorist activities, floods, earthquakes, riots and other such events like Pandemics, Lock down, acts of governments or any other authority competent in relation to any nation or territories over the Contract (including delay, refusal, denial, suspension or any other decision regarding any Export Licence/permit), acts, staff movement, acts of foreign government and its agencies and authorities directly affecting the deliveries and events or circumstances, including, but not limited to, any action and/or reaction by or on the part of any other person or entity, or to event which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 30 (Thirty) days of the happening and within the same timeframe submit the discontinuation of such circumstances happening in writing.



The Party initiating the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned events along with Force Majeure event and of its effect on the delivery of the Supplier or any of its obligations towards the Contract.

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

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

If Force Majeure is considered present for a continuous period of more than 90 (ninety) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide Force Majeure event of action.

## 17. TERMINATION OF CONTRACT

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

In the case of remainder of the unmanufactured-services the Purchaser may elect either:

a. To have any purchased completed and take the delivery thereof at the contract price or

b. 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. No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.

	<p>6. Should the Supplier fail to deliver goods/services in time or per quality terms of contract or fail to render Best Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/void the contract fully or any part thereof at the risk and expense (R&amp;E) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.</p>	
<p>38</p>	<p><b>CONFIDENTIALITY</b></p> <p>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 otherwise than by breach of the Contract, or information obtained from a third party who is free to divulge the same.</p> <p>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 as to confidentiality.</p> <p>The Supplier shall undertake that any information about the sale/purchase of the assets under 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 in writing. Any breach in this commitment shall be punishable under the Official Secrets Act 1952 in addition to termination of the Contract at the risk and expense of the Supplier.</p>	
<p>39</p>	<p><b>LONG TERM LOGISTIC SUPPORT/REPAIR MAINTENANCE</b></p> <p>The Supplier shall guarantee to supply the necessary spare/parts/repairs/maintenance for next 10 years from the date of its final acceptance of the system by Purchaser. All the CUHS Commercial off the Shelf items supplied as part of the main equipment, O&amp;M shall reduce their years of availability.</p> <p>The Supplier shall be required to have a provision in the main contract for replacement of defective components/ parts through warranty and shall provide Standard Replacement Cost for all PCBs, Modules, Sub assemblies, PCBs etc used in the equipment system for next five years. In case of conclusion of P&amp;C, the replacement shall follow part of P&amp;C.</p>	

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 if even the original is not available.

The Supplier shall provide drawings free of charge the name of manufacturers of all the major sub-assemblies and associated accessories of the offered system. The Supplier shall provide technical specifications certificates referred to or used for the equipment and its accessories.

**4) SEVERABILITY**

The validity or enforceability 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 therefore be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both Parties. Both documents shall, in so far as possible, ensure the fullest harmonization of the Purchaser and commercial terms and more of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing validity or enforceability term and condition retroactively alter the underlying intent of the Contract or the overall or fundamental term or condition comprises an integral part of it is otherwise impossible from the remainder of the Contract, then the Parties shall without further delay meet to amend such other and such agreement therein.

Failure by either Party at any time to enforce any of the provisions of the Contract shall not be construed 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 rights of the Party concerned to claim compensation incurred or to impose Liquidated Damages (financial or otherwise) for defaults, in respect any of the said non-enforced provisions.

**4) SECURE EXCHANGE OF CORRESPONDENCE**

All correspondence pertaining to contract between Supplier and ITN shall be an secured media.

**4) 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 specified 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 this Contract; and</p> <p>b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.</p>	
44	<p><b><u>INDISPUTED</u></b></p> <p>In the framework of the implementation of the project, both Parties shall waive off any claims against each other regarding every claim for indemnity for the losses caused to them respectively personnel or respective personnel of sub-contractors/agents and their properties, liability, if these losses result from deliberate fault or ascertainable error or gross negligence of Supplier or its sub-contractors/agents and/or the Purchaser. No Party involved shall bear the burden of the damage repairs.</p>	
45	<p><b><u>PROHIBITION ON GOODS IN CASE OF IMPOSITIONS OF SANCTIONS</u></b></p> <p>The Purchaser expresses that in no condition an embargo or Purchaser's Country should affect the execution of this project. However, in case any sanctions are imposed, the Supplier shall ensure the preservation of Goods, material, including work in progress in accordance with relevant international standards 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 relinquish 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 where this occurs in 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 OEM</u></b></p> <p>Supplier shall provide correct and valid e-mail and fax No. to CNS and DP(N). Supplier contracting Supplier shall either provide OEM Certificate of Compliance to CNS or it to be provided to CNS under intimation to DP (N). Hard copy of COC must</p>	

follow in any case through contract. On receipt, OHS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Conformer Suppliers rendering valid OEM Conformance Certificate shall be black box:

- (1) Description of Items alongwith Quantity;
- (2) Part/Process/No of Stock;
- (3) Manufacturer Identification (Name/ Address and Contact No);
- (4) Date/period of Manufacturing;
- (5) List of Nos. (Serial, Batch or Lot) as indicated / engraved on the items (as applicable);
- (6) Details of Test Reports (IATF/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 specified in the Contract...

**49. CERTIFICATION REQUIREMENT**

Supplier/OEM shall conduct through IECM verification at the time of supply/delivery of the equipment at customer site equipment being supplied is present equipment.

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

Supplier certifies for conformance of 100% to the specifications, any deviation to be clearly indicated in the offer shall be provided at the time of delivery of items.

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

**48. DESIGN CONFORMANCE (APPLICABLE)**

a. The Supplier shall provide the Goods, Services and Supplies 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 inform the Purchaser in writing all the codes, standards and recommended best practices that he intends adopting throughout the design for the contract.

compliance and within approval of the Purchaser with 1 x hard copies and 1 x soft copy of all the intended & approved soils, materials and construction practices.

**40 WORKMANSHIP AND MATERIALS**

a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with accepted good practice. The Supplier shall submit for approval of the purchaser, its detailed method statements for the execution of such items of work as may be deemed by the Purchaser. Approval of such method statements shall neither release the Supplier of its responsibilities under the Contract nor form any basis for claiming additional costs.

b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work submitted, before it is to be covered up or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for presentation, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonably delay carry out the presentation, measurement or testing.

**41 CORRUPTION 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 or for having done or refrained to do any act in relation to the obtaining or execution of this Contract or for allowing or refraining to allow (direct or indirect) bribery payment in relation to this 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.

**42 MISCELLANEOUS**

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

	<p>b. Items to be accepted on DPL-17 as completed set.</p> <p>c. Supplier shall provide a maintenance certificate that item supplied conforms to relevant maintenance standards.</p> <p>d. The Supplier should invoice the price of all deliverables separately in financial quote. The same are to be subsequently incorporated in the contract document.</p>	
<p>12</p>	<p><b>QUALIFICATIONS:</b> Following is to be provided along with technical offer:</p> <p>a. Copy of CRM's list of awarded accessories things etc.</p> <p>b. Details of model code of equipment based on.</p> <p>c. List of product and etc.</p>	
<p>13</p>	<p><b>REJECTION OF VEHICLES BE HANDLED AS GIVEN BELOW:</b></p> <p>In the event of any vehicle failing to conform to the specification given in the contract, or 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 at liberty to:</p> <p>a. When the supplier is to deliver 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 as regards supply of any further requirements due under the contract, or.</p> <p>c. Terminate the contract and recover from the supplier the amount from the purchaser that he can by purchasing the vehicle from elsewhere.</p>	
<p>14</p>	<p><b>COUNTRY OF ORIGIN:</b> Imported either India and Israel with CRM</p>	

35	<p><b>DELIVERY OF VEHICLE:</b> Delivery should be within 90 business days after signing of contract on <b>FORCIBLE</b> basis, at a place approved by Police, Navy or other Branch or Command. Supplier is to ask the client about delivery of vehicle after inspection/acceptance by PS Team.</p>	
36	<p><b>COMPARISON:</b> The bidder has to provide a comparison chart clearly showing the specifications as per tender. Any deviation must be highlighted and justified.</p>	
37	<p><b>PRICE VARIATION:</b> Prices in the schedule of items of the contract are firm and final. The prices shall be of brand name manufacturers.</p>	
38	<p><b>COURT OF JURISDICTION:</b> should a dispute arise where a party to the contract starts or files the matter in a Civil/High Court, or before an appeal court, or before any of a higher court, such matters shall be filed only in the competent Civil Court at Shimoga.</p>	



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

**IMPORTANT**

Each return must be filed in with **BLOCK CAPITAL LETTERS**.  
Incompleteness shall render disqualification.

1. Name: \_\_\_\_\_
2. Father's Name: \_\_\_\_\_
3. Address (Residential):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Designation in Firm: \_\_\_\_\_
5. CMC: \_\_\_\_\_  
(Attach Copy of CMC)
6. NTN: \_\_\_\_\_  
(Attach Copy of NTN)
7. Firm's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Date of Detachment of Firm: \_\_\_\_\_
9. Firm's Registration Certificate with FBR/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)