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

Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section: 051-9262307 Email: dpn@paknavy.gov.pk 051-9262307 adpn36@paknavy.gov.pk

P-36/FOR Section (Contact: 051-9262307, Email: adpn36@paknavy.gov.pk)

Tender No and Date R2412360244

Tender Description		PROCUREMENT OF 02 X (4 x 2) TRUCK (5 TON)			
IT Opening Date		13/02/2025			
Firm Name					
Postal Add	dress				
		rrespondence			
Contact Pe					
Contact N		(Landline) (Mobile)	
		hed with Quotation		,	
		sal in a sealed envelope which shall contain 03 x Sealed Envelop	os as per details gi	ven below:	
Sealed Env	elop 1 – Tech	nnical Offer in Duplicate			
		tain 02 x sets of Technical Offer (01 x Original + 01 x Copy). I order and Supplier is to mark tick against each to ensure th			
S No		Document	Original Set	Copy Set	
1	Bank Challan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))				
2		n of IT with tick markagainst each clause and initiated			
	on each pa	age			
3		n of IT with compliance remarks against each			
4		initiated on each page			
4		of IT duly filled (with compliance remarks)			
5		C of IT (with compliance remarks)			
6		n of IT (duly filled & Signed)			
7		rer Authorization letter (where applicable)			
8		rer Price list (where applicable)			
9		istration letter (in case of medical)			
10		gistration Letter (If firm is registered with DGDP)			
11	Tax Filling	Proof			
Sealed Er	nvelop 2 – E	Earnest Money			
	This Envelo	pp must contain Earnest Money only.			
Sealed Er	nvelop 3 – (Commercial Offer			
	This Envelo	p must contain following documents:			
1	Firms Con	nmercial Offer	01 x Original		
2	Principal I	nvoice (where applicable)	01 x Original		
3	_	DP-2 Form of IT	01 x Original		
Firms Dec	laration				

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

Firm's Authorized Signatures_____

DIRECTORATE PROCUREMENT (NAVY)

	Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex			
	Contact: Reception: 051-9262311 Bahria Gate: 0331-55406 Section: 051-9262307		5540649	
	Email:	dpn@paknavy.gov.p adpn36@paknavy.g		
M/s				
		Dated :		
INVITATION TO TENDER AND GENERAL INSTRUCTION	<u>ONS</u>			
Dear Sir / Madem, 1. DP (Navy) invites you to tender for the supply of sper details given in attached Schedule to Tender (F				
2 <u>Caution:</u> This tender and subsequent the successful bidder is governed by the rules / contracts laid down by MoDP / DGDP. As a pupon you and your firm to first acquaint yourself ppra.org.pk) and DPP&I-35 (Revised 2019) (print DGDP Registration Cell on Phone No. 051-9270 tender. If your firm / company possesses requise capability, you must be registered or willing to regaward of contract, which shall be made after securequired registration documents mentioned in Para	onditions as g general to tential bid with PPRA toopy may 967 before site technical gister with unity clearar	es laid down in PPRA erms and conditions lder, it is incumbent Rules 2004 (www. y be obtained from participating in the cal as well financial DGDP to qualify for nice and provision of	Understood agreed	Understood not agreed
3 Conditions Governing Contracts. The 'O' I/T (Invitation to Tender) i.a.w PPRA Rules 200 entered into between the parties i.e. the "Pu Directorate General Defence Purchase (DGDP accordance with the law of contract Act, 1872 at Purchase Procedure and Instructions and DPP&I special conditions that may be added to given con Stores / Services specified herein.	04 shall murchaser and contract of hose conditions.	nd the "Seller on Form "DP-19" in ontained in Defence ed 2019) and other	Understood agreed	Understood not agreed

i-ndicate pricin IT. It sho "Commercial freight/transp Total price or In case of most to accept low accepted in Technology accepted in Technology essential lite sealed envertice."	es quoted buld be cloortation, f the item ore than owest technical offer ecification	in figures as early marked tender numb insurance char quoted againe option of nically accep	well as in a day of the second day arges etco second the tered by the ted option	words in on a sepate of o are to be are to be ander is to firm, I	I be in single conthe currency ments barate sealed enterprise pening. Taxes, to be clearly ments of the control of the currency of the currency of the control of the control of the currency of the cu	ntioned nvelope duties, arately. ntioned.	Understood agreed	Unders
b Techr relevant spe essential lite sealed enve	nical Offer							
an hour after	lope and er and da the date	chure, drawii clearly mark te of opening and time for	CATE (or ngs and content of the cont	as spec omplianc nical Offe al offer sh ender me	hould contain cified in IT) alon the metrics in a second error without price thall be opened first entioned in DP-2 the following form	eparate s, with st; half . Firms	Understood agreed	Unders not ag
al	uirem (Co as Pa IT Co	dorsement omply/	of NC i. to pa brochure	.e. Refer age or e	•	oroof rature, al docu	from quote/ uments/	
c Speci may please tender condit	early identify al Instruct be read po	where their officients. oint by point and the response	Tender and unders	docume stood pro	C = Not Comply) viates from IT Specs ents and its con operly before quot e of any deviation should be high	iditions ing. All due to	Understood agreed	Under not ag

and signed. This cover should bear the address

The tender documents covering technical and

Delivery of Tender:

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. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understood (alongwith annexes), DP-3 and Questionnaires duly filled in are to be agreed not agreed 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. f. The tender duly sealed will be addressed to the following:-Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre. **Naval Residential** Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262307 Email: dpn@paknavy.gov.pk adpn36@paknavy.gov. Date and Time For Receipt of Tender. Tender must reach this office Understood Understood agreed ·by the date and time specified in the Schedule to Tender (Form DP-2) attached. not agreed This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only Tender Opening. Tenders will be opened as mentioned in the Understood Understood agreed not agreed

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 051-9271468 well before the opening date / time. 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 exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Understood Understood

agreed

not agreed

Validity of Offer. 7.

- a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
- b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.

store	Part Bid Firm may quote for the whole or any portion, or to state in tender that the rate quoted, shall apply only if the entire quantity/range of es is taken from the firm. The Director Procurement reserves the right of epting the whole or any part of the tender or portion of the quantity offered, and shall supply these at the rate quoted.	Understood agreed	Understood not agreed
othe to re Secu comp	Quoting of Rates. Only one rate will be quoted for entire quantity, item e. In case quoted rates are deliberately kept hidden or lumped together to trick r competitors for winning contract as lowest bidder, DP(N) reserves the right eject such offers on-spot besides confiscating firms Earnest Money / Bid urity and take appropriate disciplinary action. Conversion rate of FE/LC ponents will be considered w.e.f. opening of commercial offer as per PPRA -30(2).	Understood agreed	Understood not agreed
10.	Return of I/T. ITs are to be handled as per following guidelines: a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender. b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do		Understood not agreed
offer case conti	c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email. Withdrawal of Offer. Firms shall not withdraw their commercial s before signing of the contract and within validity period of their offers. In the firm withdraws its offer within validity period and before signing of the ract, Earnest Money of the firm shall be confiscated and disciplinary action also be initiated for embargo up to 01 year.		Understood not agreed
	Provision of Documents in case of Contract. In case any firm wins ntract, it will deposit following documents before award of contract: a. Proof of firms financial capability. b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. c. Principal/Agency Agreement. d. Registration with DGDP (Provisional Registration is mandatory)	Understood agreed	Understood not agreed
13.	Treasury Challan. a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan. b. Firms, un-registered / un-indexed with GDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).	Understood agreed	Understood not agreed

containe liable to Technica	d in a separate envelop (not inside T be rejected in case Earnest Mor	Please ensure Earnest Money is echnical or commercial offer). Offer is ney is packed inside commercial or empanied by a Call Deposit Receipt he following amounts:-	Understood agreed	Understood not agreed				
14 cor am	of DP-1 and clause 10 of DP-2) on fiscation of Earnest Money/Bid sect	Earnest Money/Bid Security or tender/IT conditions (Clause the subject. We have no objection on urity and rejection of our offer in case is improper/insufficient in violation of						
b. its	Rates for Contract. maximum ceil for different categories	The rate of earnest money and s OF FIRMS would be as under:-						
	 (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million. (ii) Registered/Pre-Qualified but Un-indexed 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million. 							
	(iii) <u>Unregistered/not Pre-Qualified</u> value subject to maximum ceiling							
(ii) reto (DF 15. <u>Do</u> contract	urned on submission of Bank Gua	In case your firm wins a posit following documents to DGDP	Understood agreed	Understood not agreed				
S No	Local Supplier	Foreign Supplier						
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.						
b	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.						
C.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.						
d	Three PP size photographs for each member of management.r	Three PP size Photographs for each member of management.						
е	Challan Form	Challan Form						
f	Bank Statement for last one year.	Financial standing/audit balance						
g	Photocopy of NTN	Photocopy of passport						
h	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest						

etc.

inspe t I	Inspection Authority. Consignee and Specialist User ction shall be as prescribed in e tract.	r or a team no	-	stan Navy.	CINS	Understood agreed	Understood not agreed
17. Warra	Condition of Stores. anty/Guarantee Form DPL-15		stores will be acc	cepted on	Firms	Understood agreed	Understood not agreed
_	Documents Required. itted along with the quote:	Following o	locuments are	required	to be	Understood agreed	Understood not agreed
	a. OEM/Authorized Dealer/Agevidence. b. The firm/supplier shall process. CINS and DP(N). Supplier/Conformance Certificate to intimation to DP (Navy). Hard courier. On receipt, CINS as Conformance Certificates is supplied. OEM Conforming Certificates of c. Original quotation/Principal, d. In case of bulk proforma in bulk proforma invoice have proforma invoice from the manage. Submit breakup of cost of states.	vide correct a contracting f CINS or is to copy of COC shall approact led by OEM. will be blacklist /OEM proform livoice, a certifi not been decanufacturers/s	and valid e-mail irm shall either o be e-mailed must follow in an home the OEM for Companies/firms sted. It is invoice. To a invoice that prices creased since the uppliers.	and Fax provide to CINS ny case the verificati rendering indicated ne date o	No to OEM under or ough ion of g false in the		
	(i) Imported material with duties. (ii) Variable business over federal/provincial government (1) General Sales (2) Income Tax (3) Custom Duty. page is to be attact (4) Any other (iii) Fixed wherhead characteristics (iv) Agent commission/province (v) Any other expenditure tender.	erheads like ta ment as applic Tax PCT code alc ched where ap tax arges like labou ofit, if any.	xes and duties in able:- ing with photocop oplicable. ir, electricity etc.	nposed by	the elated		
19.	Rejection of Stores/Services.	_	stores/services		as a	Understood agreed	Understood not agreed
result	of contract concluded against a. 1st rejection on Govt. expe b. 2 nd rejection on supplier c. 3rd rejection contract cand	ense expense		TOllOWS:			29, 304

20. Rejection of Stores/Services. To ensure timely and correct supply		Understood
of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency	agreed	not agreed
in which contract is concluded) from a schedule Bank of Pakistan for an amount		
upto 10 % of the contract value (excluding Taxes, duties/freight handling charges)		
on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per		
prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be		
endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified		
in the contract. The CMA (DP) Rawalpindi has the like power of seeking		
encashment of the Bank Guarantee as if the same has been demanded by the		
purchaser himself. The Bank Guarantee shall be produced by the supplier within		
30 days from the date of issue of the contract and remain valid for upto 60 days		
after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall		
arrange the extension of Bank Guarantee within 30 days after the original delivery		
period to keep its validity always one year ahead of the extended delivery period.		
The BG form can be obtained from DP(N) on e-mail address given on page 1.		
Format of BG is enclosed at Annex		
B.		
24 Integrity Doot There shall be "zero telerance" against		
21. <u>Integrity Pact.</u> There shall be "zero tolerance" against	Understood agreed	Understood not agreed
bribes, gifts, commission and inducement of any kind or their promises thereof by	ŭ	J
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:		
·		
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial		
value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-		
2004. The form is available at www.ppra.org.pk or can be requested at		
dpn@paknavy.gov.pk		
b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity,		
same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take		
severe disciplinary action against that person(s) and the firm / company, which may		
include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistans Code of		
Criminal Procedure.		
c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private		
or during off hours. If any official / staff from Purchaser side asks for any undue favour or		
gratification directly or indirectly, the matter is to be immediately brought to the personal		
notice of Director Procurement (Navy) on Respective Section Tel: 051-9271468 or through		
a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.		
be guaranteed without any prejudice to their hormal business activities.		
22. <u>Correspondence.</u> All correspondence will be addressed to the	Understood	Understood
Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of	agreed	not agreed
delivery receipt may be addressed to CMA Rawalpindi and Consignee		
respectively with copy endorsed to the DP (Navy).		
and the second s		
23. <u>Pre-Shipment Inspection.</u> PN may send a team of officers	Understood agreed	Understood not agreed
including DP(N) member for the inspection of major equipments and machinery	agreeu	not agreed
items at OEM premises as per terms of contract. If not already provided for and		
mentioned in the I.T, firm(s) must clarify the place, number of persons, duration		
and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed		
breakdown of the same should be given separately in the commercial offer.		
The state of the s		

include	fresh clause (s) modify the existing clauses with the mutual agreement by plier and the purchaser; such modification shall form an integral part of the t	Understood agreed	Understood not agreed
concern	<u>Discrepancy.</u> The consignee will render a discrepancy report to all led within 60 days after receipt of stores for discrepancies found in the ment. The quantities found short are to be made good by the supplier, free	Understood agreed	Understood not agreed
26.	Price Variation. a. Prices offered against this tender are to be firm and final. b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance. c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.		Understood not agreed
27.	a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure. b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event. c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier. d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative. e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.		Understood not agreed

28.	Arbitration.		their attempt to settle	•		Understood
that eith progres	ner party shall perce s towards settlement notice to the other pa	ive such friendly dis t of dispute (s) at a	ussions in good faith. scussion to be making time, then such parting (s) to final and biding	in the event ig insufficient party may be	agreed	not agreed
	nominated by each appoint an umpire to of the Superior coarbitration proceeds b. The venue of the is issued or such determine. c. The arbitration and d. In course of arbitexcept that part whi	party, who before by mutual agreement ourt shall be requerings shall be held in lear arbitration shall be other places as the ward shall be firm an tration the contract sunder this clause	shall be continuously	ference shall agree a judge umpire. The akistani Law. In the contract scretion may be executed		
	Court of Jurisdiction. ion at Rawalpindi, Pa		of any dispute on sdiction to decide the	•	Understood agreed	Understood not agreed
month a	P & I-35, if the stores	sed on the suppliers supplied after the ex	idated Damages up by the purchaser in opiry of the delivery da eed 10% of the contra	accordance ate without		Understood not agreed
arry van	a reasons. Total valu	or LD Shall flot exc	eed 1070 of the contra	det value.		
to comp	Risk Purchase. ly with the contractua ense (RE) of the sup	al obligations the cor	t of failure on the paintract will be cancelled with DPP & I-35.			Understood not agreed
·						
the concontract declared pay to the default of place so	become ineffective of defective and cause the Government com or from the rescission uch compensation wi	entract is cancelled lue to default of supped loss to the Govern pensation for loss on of his contract who li be in excess to the	If the contractor far either on RE or with olier / seller or stores / ament, contractor shall or inconvenience resen such default or resene RE amount, if imp	thout RE or a equipment I be liable to ulting for his scission take bosed by the		Understood not agreed
the pure		ll be deposited by	erms of money will be contractor / seller in	•		

compen represe except governn breach nominat the Man	Gratuities/Commission/Gifts. No commission, rebate, bonus, fee or usation in any form shall be paid to any local or foreign agent, consultant antative, sales promoter or any intermediary by the Manufacturer/Supplier the agent commission payable as per the agent commission policy of the ment and as amended from time to time and given in the contract. Any of such clause(s) of the contract by Manufacturer/Supplier and/or their sole ted representative may result in cancellation of the contract blacklisting of nufacturer/Supplier financial penalties and all or any other punitive measure me purchaser may consider appropriate.	greed	Understood not agreed
34.	1 CITILITIALICIT OF CONTRACT	Jnderstood	Understood
	a. If at any time during the currency of the contract the Purchaser decides	agreed	not agreed
	to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice. b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:		
	 (i) To have any part thereof completed and take the delivery thereof at the contract price or. (ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser. 		
	c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and		
reserves for such	Rights Reserved. Directorate of Procurement (Navy), Rawalpindi uses full rights to accept or reject any or all offers including the lowest. Grounds a rejections may be communicated to the bidder upon written request, but tion for grounds is not required as per PPRA Rule 33 (1).	Understood greed	Understood not agreed
this end the Office secrecy	Application of Official Secrets Act, 1923. All the matters connected with upper and subsequent actions arising there from come within the scope of cial Secrets Act, 1923. You are, therefore, requested to ensure complete regarding documents and stores concerned with the enquiry and to limit above of your employees having access to this information.		Understood not agreed

slips with WWW.P	Acknowledgment. hin 07 days from the date of d PPRA.ORG.P		ns will send g of IT from the				Understood not agreed
K							
38. <u>[</u>	Disqualification. (Offers are I	iable to be rejec	cted if:-		Understood agreed	Understood not agreed
a. Received later than appointed/fixed 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 this tender. d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer. e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17. f. Treasury challan is NOT attached with the technical offer. g. Multiple rates 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-initialed/ unauthenticated amendments/corrections/overwriting. k. If the validity of the agency agreement is expired. l. The commercial offer against FOB/CIF/CandF tender is quoted in local currency and vice versa. m. Principals invoice in 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 quoted as required in IT or made subject to confirmation later. q. Offer made through Fax/E-mail/Cable/Telex. r. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender. s. If OEM and principal lname and complete address is not mentioned. t. Original Principal Invoice is not attached with offer.							
decision the cont comprision	of DP (N) or CINS or any other tract may prefer an Appea ng PN Officers and military fin	er problem al to Star nance rep a	nding Appeal (at Naval headqu	ds the exec Committee	ution of (SAC)	Understood agreed	Understood not agreed
THE UEIA	il and timeline for preferring a	pheais is a	IVOII DEIUW.				
S.No	Cetegary of Appeal		Limitation Perio	od			
а	Appeals for liquidated dama	ges	Within 30 days				
b	Appeals for reinstatement of		Within 30 days				
С	Appeals for risk and expense	e amount	Within 30 days	decision			
d	Appeals for rejection of store	es	Within 30 days	decision			

Within 30 days decision

Appeals in all other Cases

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40. <u>Limitation</u> Any appeal received after the lapse of timelines given in para 39 above shall not be entertained.	Understood agreed	Understood not agreed
41. For Firms not Registered with DGDP. Firms not Registered with DGDP. Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website ww.	Understood agreed	Understood not agreed
dgdp.gov.pk.These firms can participate in tender iaw paras 12 and 14 above		
42. Firms which are not registered with DGDP should initiate provisional registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the	Understood agreed	Understood not agreed
tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:		
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/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- I. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- s. OEM Certificate
- t. ISO Certificate
- u. Stock List with value
- v. Company Profile/Broachers
- w. Employees List
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

43. We solemnly undertake that all IT clauses marked as "Understood and Agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations.	Understood agreed	Understood not agreed
44. The above terms and conditions are confirmed in total for acceptance.	Understood agreed	Understood not agreed
45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A and B.	Understood agreed	Understood not agreed
Sincerely yours,		
(To be Signed by Officer Concern Rank:		

DPL-15 (WARRANTY)

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

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

(i) Contract No.	dated
(ii) Name of Firm/Contractor	
(III) Address of Firm/Contractor	
(iv) Name of Guarantor	
(v) Address of Guarantor	
(vi) Amount of Guarantee Rs.	
(
	(in words)
(vii) Date of expire of Guarantee_	
To: The President of Islamic Repu	ublic of Pakistan through the
Controller of Military Accounts (De	•
Controller of Williary Accounts (De	refice i dioliase, Nawaipiliai.
Sir	
,1. Whereas your good self have e	ntored into Contract No.
, ,	I. d. I
with Messers	
With Wiessers	
(Ful	I Name and Address)
the submission of unconditional E	stomer and that one of the conditions of the Contract is Bank Guarantee by our customer to your good self for aRupees/FE (as applicable)
under: - a. To pay to you unconditionally o and amount not exceeding the su	tion of the contract, we hereby agree and undertake as in demand and/or without any reference to our Customer m or RsRupees oras would be mentioned in
original/extended delivery period duration on receipt of information or from your office. Claim, if any liability under this Bank Guarante date of the validity of this Bar entertained by whether you suf	Guarantee shall be kept one clear year ahead of the or the warrantee of the stores which so ever is later in

I. 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. I. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference or us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under his Bank Guarantee which shall be limited only to Rs(Rupees
That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.
p. That this an unconditional Bank Guarantee, which shall be enchased on sight on bresentation without any reference to our Customer/Seller or Vendor.
Guarantor
Guarantor
Dated: (Bank Seal and Signatures)

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

Mr	Authorized signatory/
Partner/MD of M/s	, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and Director	ate General Defence Purchase, Ministry of Defence
Production, Rawalpindi that our firm M/s	has applied for registration DGDP) duly completed all the documents required by
with Director General Defence Purchase (I	DGDP) 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 i	is detected on any stage that our firm has not applied
for registration with Director General Defe	ence Purchase or statement given above is incorrect,
our firm will be liable for disciplinary action	on initiated (i,e debarring, the firm do business with
other Defence Establishment and Govt A	Agencies). I also accept that any disciplinary action
taken will not be challenged in any Cour	rt of Law.
	Oimanton.
Station:	Signature:
Date:	Name:
	Appointment in Firm:

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- Schedule to Tender No. 2490013\R2412360244 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:03 Hours on 2025-02-13 11:00:00.0 Please drop tender in the Tender Box No. 205
- You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed and stamped. Same are available at www.ppra.org.pk

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	NULL PROCUREMENT OF 02 X (4 x 2) TRUCK (5 TON) Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions: As Per Annex B	2.0 NUMBERS		
	Above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes	No
	Grand Total			

Terms and Conditions

1. Terms of Payment As per Annex B

Origin of OEM
 Origin of Stores
 TO BE INDICATED BY THE FIRM

4. <u>Technical Scrutiny Report</u> Required

5. <u>Delivery Period</u> WITHIN 04 MONTHS AFTER SIGNING OF CONTRACT

6. <u>Currency</u> PAK RUPEES

7. <u>Basis for acceptance</u> FOR

8. <u>Bid validity</u> The validity period of quotations must be indicated and should

invariably be 120 days from the date of opening of 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.a.w PPRA Rule-26.

9. <u>Tendering procedure</u> Single Stage - Two Envelopes

bidding procedure will be followed . PPRA Rule 36 refers.

10. <u>Earnest Money/Tender Bond</u>

Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

- a. <u>Submitting improper Earnest</u> Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.
- b. Rates for Contract. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms.</u> 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
 - (ii) Registered/Pre-Qualified but Un-indexed 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed</u> 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).

13. Special Note.

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

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their 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 ctiveTaxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A, B & C duly signed and stamped by firm authorized rep is to provide for technical scrutiny.
- j. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

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

Tender No . R2402360311	Name of the Firm
То:	
Directorate of Procurement through Bahria Gate Near Center, CDA Market at Naval Residential Comp Sector E-8, Islamabad Tele: 051-9262310 Email: dpn@paknavy.gov.	SNIDS lex
the tender inquiry or such portion thereof against the said schedule and further agwithdrawn or altered in terms of rates quote shall be bound by a communication of acunderstood the Instructions to Tenders and 2019) included in the pamphlet entitled, Defence Purchase) "General Conditions specifications/drawings and/ or patterns qu	the Director of Procurement (Navy) the stores detailed in schedule to as you may specify in the acceptance of tender at the prices offered gree that this offer will remain valid up to 120 day and will not be ed and the conditions already stated therein or on before this date. I/we exceptance to be dispatched within the prescribed time. 2. I/We have a General Conditions Governing Contract in Form No. DDP&I (Revised-Government of Pakistan, Ministry of Defence (Directorate General ns Governing Contracts" and have thoroughly examined the oted in the schedule hereto and am/are fully aware of the nature of the oly stores strictly in accordance with the requirements. 3. The following f this tender:
a b	···
	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 procuration".
- In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal's proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

ANNEX A to NHQ

INDENT NO: 2490013

DATED: 11 Nov 24

TECHNICAL SPECIFICATIONS – TRUCK (5-TONS)

S.	Tender Specifications	Firm's Reply
No		(Complied/
		Partially Complied/
		Not Complied)
1.	OFFERED MODEL:	
2.	RHD, Truck (5-Tons) "or Equivalent", diesel, hard top, A/C cabin, latest model, safety seat belt and standard fittings/accessories, heater, rear view Camera (if exist) with troop carrier body on chassis of Hino/Isuzu/ Nissan.	
3.	ENGINE:	
	a. Type : 4-6 cylinder	
	b. Displacement : 5000 – 7684 cc	
	c. Output PS@rpm : 210/2600 - 240/2500 PS/rpm	
	d. Torque : 72/1600-74/1500 Kgm/rpm	
	e. Fuel tank capacity: 300-400 Ltrs	
	e. The min capacity . 200 400 Ents	
4.	STEERING: Power steering.	
5.	CLUTCH:	
	Type: Dry single plate hydraulically operated mechanism	

WEIGHT & DIMENSIONS.	
a. Overall length : 7955 - 8010 mm b. Overall width : 2400 - 2450 mm c. Overall height : 2620 - 2880 mm d. Wheel base : 4600 - 4650 mm e. GVW : 18000 Kgs	
CHASSIS FRAME: Ladder type	
Colour: Grey with High Glass finish	===
Fabrication of truck body on accepted truck chassis.	
TROOP CARRIER BODY SPECIFICATIONS:	
a. Body. With 3 sides fixed & rear tail board made of 14G mild steel sheet reinforced with stiffeners.	
(1) Height of side walls at least 505 mm (2) Dia of tarpaulin supporting structure pipe approx. 30 mm b. Rear Tail Board. Hinged	
c. Floor. 3.5 mm thick mild steel checkered duly supported with 100x50 mm mild steel channel cross members. Drain holes qty. 02 be provided at the left & right sides of the floor.	
d. Seats. Full length folding type wooden benches of top quality wood yellow marinate golden teak or marsawa. Additional wooden planks at the rear side of the seats. The hinges for holding the foldable seats to be off set and adjusted accordingly to make the folding seats flush with the rear wooden planks.	
	a. Overall length : 7955 - 8010 mm b. Overall width : 2400 - 2450 mm c. Overall height : 2620 - 2880 mm d. Wheel base : 4600 - 4650 mm e. GVW : 18000 Kgs CHASSIS FRAME: Ladder type Colour: Grey with High Glass finish Fabrication of truck body on accepted truck chassis. TROOP CARRIER BODY SPECIFICATIONS: a. Body. With 3 sides fixed & rear tail board made of 14G mild steel sheet reinforced with stiffeners. (1) Height of side walls at least 505 mm (2) Dia of tarpaulin supporting structure pipe approx. 30 mm b. Rear Tail Board. Hinged c. Floor. 3.5 mm thick mild steel checkered duly supported with 100x50 mm mild steel channel cross members. Drain holes qty. 02 be provided at the left & right sides of the floor. d. Seats. Full length folding type wooden benches of top quality wood yellow marinate golden teak or marsawa. Additional wooden planks at the rear side of the seats. The hinges for holding the foldable seats to be off set and adjusted accordingly to

	e. Tarpaulin. Tarpaulin to be used:	
	(1) Flaps with buckles over foldable front openings of tarpaulin with buckle closing arrangement.	
	(2) Strap and buckles qty – 2 at rear tarpaulin cover.	
	(3) Sufficient No. of internal straps and buckles at each side of tarpaulin to avoid fluttering.	
	f. Drawing is to be provided alongwith the technical offer.	
11	Tyres: OEM/Brand name and size(s), speed limits, are to be mentioned in the technical offer. Tyres manufacturing date should not be more than six months old, from the date of delivery of vehicles.	
12	Battery: OEM/Brand name to be mentioned in the technical offer, manufacturing date should not be more than six months old. Warranty certificate is to be provided.	
13	Following will be provided with each vehicle (without any additional cost):	
	a. Standard tool kit as per Manufacturing Standard 01 b. Fire Extinguisher DCP (02 Kg) - 01 c. Spare Wheel - 01 d. Jack Hydraulic as per vehicle load plus payloads - 01	

ANNEX B TO NHQ INDENT_2390015

DATED 11 Nov 24

GENERAL REQUIREMENTS /INSTRUCTIONS

S.No	Description	Firm's Reply (Complied/
		Partially Complied/
		Not Complied)
Note	Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation. Firm is required to clearly mention Complied/Partially Complied/Not Compiled remarks against each Clause and qualify same through mentioning references in respective Clause from the attached firm's technical proposal/brochures as per following format.	
		Complied
1	SCOPE OF SUPPLY/ WORK	
	The Supplier undertakes to deliver vehicles including Supplies and Services to the Purchaser on FOR/DDP Karachi/Islamabad basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent.	
	The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, provide the vehicles and supply the Services within 04 months after CED.	
2	SCHEDULE OF PAYMENTS	
	All payments to the Supplier shall be released through CMA(DP) on achievement of respective milestones as mentioned below or as negotiated by DP (N):-	

	(1)	Delivery on FOR/DDP Karachi/Islamabad alongwith tools/stores.
	(2)	Joint inspection.
	(3)	Provision of all documents.
	(1) specifi by end	Successful completion of test/trials of vehicle complying all ication/ acceptance criteria and issuance of final acceptance certificate luser.
	(2)	Satisfactory conduct of operator & maintainer training.
c.	20% p	ayment on issuance of CRV by consignee.

3 PERFORMANCE BANK GUARANTEE (PBG)

To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional Performance Bank Guarantee in favour of CMA(DP), Rawalpindi within 30 days of signing of the contract from a scheduled bank for an amount equal to 5% of the total Contract value (on a Judicial Stamp Paper) of appropriate value as per prescribed format. This PBG shall remain valid till 60 days beyond completion of warranty period of supplied systems.

4 CONTRACT EFFECTIVE DATE (CED)

CED shall be established and notified by the Purchaser upon completion of following pre-requisites:

- a. Contract signing.
- b. Approval of Export License (if applicable).
- c. Submission of BGs by the Supplier.

5 PRICES OF THE ITEMS

The Supplier should mention the price of all deliverables (i.e. Equipments/Services, Spares, Documentation, Test Bench/Tools/Test Equipment, Trainings, Installation/ Integration, Test/Trials/ Commissioning (Acceptance Trials etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document.

6 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 etc. outside Pakistan from the related government(s), 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 outside Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where

Supplies originate. The Purchaser is responsible for issuing the EUC as per the required format by respective OEMs or governments within 30 (thirty) days on receipt of the request of the Supplier.

In case any import/export licenses cannot be obtained from the countries where certain, Supplies or parts thereof shall be procured; in such a case or in case of technical reasons, the requirement/issue shall be brought in the notice of the Purchaser within shortest possible time with alternate options available with the Supplier. The Purchaser shall have the right to accept or propose alternates for the needful. Alternate options shall be finalized after mutual agreement between the Parties to be properly endorsed by means of an Amendment to Contract.

The Parties acknowledge that being granted any import 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 confer with one another and with their respective legal counsel to discuss and agree upon a mutually acceptable course of action and solution.

After the Export License/ Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (constituting one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, revocation, denial or the like as regards to import/export licenses would not be deemed to be an event of Force Majeure. If required, provision of End User Certificate or any other documents or information reasonably required to the Supplier in due time is the responsibility of the Purchaser.

7 CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES

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

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

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 Vehicle 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 inside country of

destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser.

Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Vehicle.

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

8 **DOCUMENTATION**

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

- a. Operator manuals covering comprehensive operating instructions alongwith CDs.
- b. Maintenance manual and procedures alongwith flow charts and diagrams with circuit diagram (as applicable) with all maintenance routines of the equipment.
- c. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/spares. List of fast moving items may also be provided.
- d. Standard maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams (if any).
- e. Illustrated parts catalogues (IPCs).

9 **SPARES** (where applicable)

The list of spares, package shall be based on OEM, experience /practice. The Supplier shall provide 01 year spares and 03 years depot spares as and when required by the Purchaser on payment.

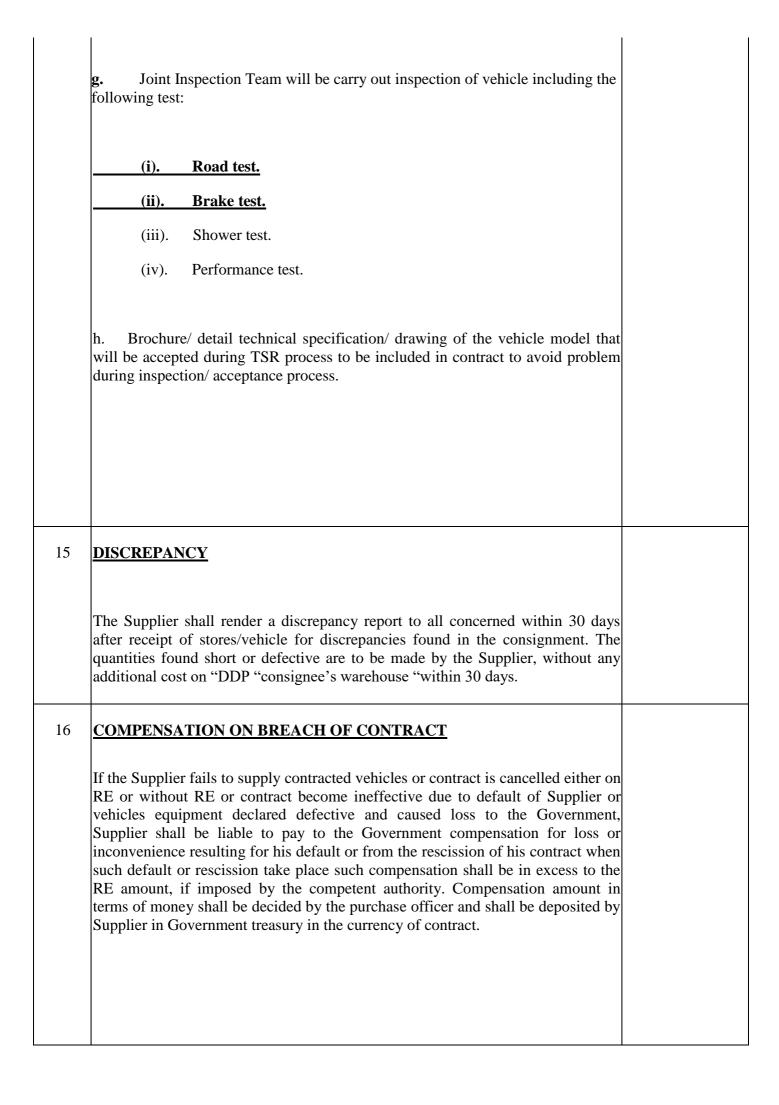
WARRANTY/ GUARANTEE

10

- a. Warranty period of all items/ vehicle except defective/non-operational shall commence from the date of acceptance of Vehicle, whereas warranty of defective/non-operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment.
- b. The vehicle and all its associated accessories should be warranted against DPL-15 by the Supplier for a period of 01 year, for all defects in hardware from the date of final acceptance by PN. Software (where applicable) provided with the systems /vehicle should also have warranty for a minimum period of 05 years for any bugs found in operations. The Supplier shall provide/incorporate all software updates in this period.
- c. The Supplier should provide guarantee that the article supplied are of latest version and all modifications/up gradation have been incorporated in the equipment being supplied.
- d. The Supplier should provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture should also be in accordance with the latest appropriate standard specifications.
- e. The Supplier shall provide guarantee for 10 years supportability of the vehicle and software (where applicable) for at least 05 years after acceptance of the vehicle/accessories.

11	RISK & EXPENSE	
	In the event of failure on the part of Supplier to comply with the contractual obligation, the contract shall be cancelled at the risk and expense of the firm.	
12	ACCEPTANCE CRITERIA	
	a. The Supplier should start formulating the criteria for acceptance of vehicle after 15 days of contract signing (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 procedures recommended by the Supplier, vehicle specification provided by the Supplier and PN own experience/expertise or as per the mutually agreed timeline as defined in the contract.	
	b. The vehicles shall undergo extensive acceptance trials prior final acceptance.	
	c. The final acceptance certificate should be signed by PN only after successful completion of all Acceptance trials.	
	d. Vehicles acceptance shall be based on operational performance through practical verification as per stated specifications of offered vehicles for a test period of 15 days (may be extended if discrepancies are observed).	
13	TECHNICAL ASSISTANCE	
	The Supplier should be responsible for successful Tests/Trials of the vehicle on site/Firm premises in Pakistan. The technical assistance by the Supplier during warranty period should be free of cost and on request basis to the satisfaction of during warranty period should be free of cost on request basis to the satisfaction of Purchaser.	
14	INSPECTION OF VEHICLE/ ACCEPTANCE TEST PROCEDURE	
	a. The vehicle shall be Jointly inspected at firm premises and accepted by the PN Inspection Authority i.e CINS. CINS may constitute the inspection team	

comprising of following officers/ Reps and may also co opt any other member, if required:				
	(1)	Reps of Supplier		
	(2)	Rep of concerned depot		
	(3)	Rep of CINS		
	(4)	Rep of End User		
b. conf		aspection team shall inspect and test the vehicles to confirm their the contract specifications.		
c. inspe		onditions of the contract and technical specifications shall specify ests criteria as required by the Purchaser and place of conduct.		
-	esentative	aser shall notify the Supplier in writing of the identity to any s entrusted for this purpose.		
vehi	haser ma	inspected or tested vehicle fail to conform to the specifications, y reject them and the Supplier shall either replace the rejected ake alterations necessary to meet specification requirements free of ser.		
reaso Purc origi	arrival in ons of the haser or in . Stage In	aser's right to inspect, test and where necessary, reject the vehicles a Pakistan (if applicable) shall in no way be limited or waived by a vehicles having previously been inspected, tested and passed by its representative prior to the vehicles shipment from the country of inspection by the CINS (Joint Inspection Team) and user (alongwith members if required) will be carried out at the following stages:		
Stage assei		Brake, Slip and engine trails after installation of engine on assis at OEM/Firm's premises.		
Stage	e-II	Inspection of fabricated body prior commencement of paint work.		
Stage-III Complete and final inspection including shower and leakage test (if required) and road trials. The firm is to provide the relevant documents and / or facilities for the following, at least 45 days before delivery of vehicle:				



CHECKING OF SUPPLIES AT CONSIGNEE'S END

Upon arrival vehicles alongwith supplies shall be checked at consignee's end in the presence of the Purchaser and Supplier's representatives. If for the reasons of economy, or any other reason, the Supplier decides not to nominate his representative for such checking; an advance written notice to this effect shall be given by the Supplier to the consignee prior to or immediately on shipment of stores. In such an event, the Supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken, as final and any discrepancy found shall be accordingly made up by the Supplier. In all other cases, the consignee shall inform the Supplier about arrival of consignment immediately on receipt of stores through fax. If no response from the Supplier is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores shall be binding on the Supplier in such cases.

18 **PENALTY**

17

- a. The Supplier before making the shipment(where applicable) shall carry out complete test of the vehicle at its facilities to ensure that the same has been manufactured as per specifications. In case the vehicles does not pass the test/trials, Purchaser has the right to outright reject the equipment or impose penalty at the rate of 10 15% of the value of the relevant equipment/ items.
- b. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/guarantee obligations on Form DPL-15.

19 CONTRACT COMPLETION CERTIFICATES

Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no stores/goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a "No Objection Certificate" that the requirement placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.

20	TECHNICAL SCRUTINY	
	Technical scrutiny of quotations forwarded by the bidder shall be carried out by a committee nominated by NHQs.	

21 **LIQUIDATED DAMAGES (LDs)**

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

22 INTEGRITY PACT

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

- a. Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's 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.

23 AMENDMENT IN CONTRACT

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

24 APPLICABLE LAW, DISPUTES AND ARBITRATION

Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:

- a. The dispute shall be referred for adjudication to two arbitrators one be nominated by each party who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior Court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.
- b. The venue of arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final.
- d. In the course of arbitration the contract shall be continuously executed except that part which is under arbitration.
- e. All proceedings under this clause shall be conducted in English language and in writing.

25 FORCE MAJEURE

- a. The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition)' directly affecting the Parties and any events or circumstances on which the Parties has no control.
- b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract

comes into force and be beyond control of the Parties.

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

26 **TERMINATION OF CONTRACT**

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

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

- a. To have any part thereof completed and take the delivery thereof at the contract price or.
- 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.
- d. Should the Supplier fail to deliver vehicles including supply and services in time as per terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.

27 **CONFIDENTIALITY**

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

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

The Supplier shall undertake that any information about the sale/ purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer/ Supplier/company's lawyer(s), or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the Contract at the risk and expense of the Supplier.

LONG TERM LOGISTIC SUPPORT/REPAIR & MAINTENANCE

The Supplier shall guarantee to supply the necessary spares /facilitate repair/maintenance for next 10 years from the date of its final acceptance of the system/ vehicle by Purchaser. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment/ vehicle, OEM shall indicate their source of availability.

The Supplier shall provide along with the offer the name of manufactures of all the major sub-assemblies and associated accessories of the offered system. The Supplier shall provide standards/ specifications certificate referred to or used for the equipment and its accessories.

29 **SEVERABILITY**

28

The invalidity or unenforceability 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 thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both Parties. Such discussions shall, as far as be possible, ensure the Defence needs/concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability term and condition substantially alter the underlying intent of the Contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the Contract, then the Parties shall without further delay, meet to consult each other and reach agreement thereon.

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

30 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.

The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.

31 **OWNERSHIP OF CONTRACT**

In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that:

- a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and
- b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.

32 **INDEMNITY**

In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of subcontractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his subcontractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.

33 **CERTIFICATE OF CONFORMANCE (COC) BY OEM**

Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier/contracting Supplier shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies/ Suppliers rendering false OEM Conformance Certificates shall be black listed.

34	BIDDING PROCEDURE	
	This tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure.	
35	LANGUAGE, MEASUREMENTS AND WORKING METHODS	
	All drawings, data-files in soft media, Man-Machinery Interface (MIMI) of software and hardware, all marking and identification systems, and all other documentation required to be produced or delivered to the Purchaser under the Contract shall be written, and meetings conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.	

36 **OEM'S SPECIFICATIONS**: Following is to be provided alongwith technical offer: Copy of OEM's list of standard accessories/fittings etc. a. h. Details of model code of engine/chassis etc. List of standard tool kit. c. 37 REJECTION OF VEHICLES BE HANDLED AS GIVEN BELOW: 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 purchaser shall have the right to reject the same. The purchaser will then be at liberty to: a. Allow the supplier to present 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. 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 consignments due under the contract, or. Terminate the contract and recover from the supplier the actual loss the purchaser thus incurs by purchasing the vehicle from elsewhere. 38 **TRAINING** Training as per requirement of Purchaser be conducted prior to vehicle handing over. The Supplier shall provide the training to Purchaser's nominated personnel as highlighted in ensuing sub-paragraphs. Training is to be completed within one month of completion of inspection/acceptance activity by the inspection authority:

	a. Operators Training 05 x Operators to be trained at its premises for 05 x working days by the Supplier within 30 days of inspection and acceptance. All nominated operators should have sufficient operating knowledge to be able to operate the vehicle. Purchaser shall take over operation of the complete vehicle and its exploitation by the end of second week of acceptance of the Vehicle.	
	b. <u>Maintainer Training</u> 05 x Maintainers to be trained at its premises for 05 x working days by the Supplier within 30 days after inspection and acceptance. All nominated maintainer should have sufficient technical knowledge to maintain the vehicle.	
39	COUNTRY OF ORIGIN: Pakistan	
40	DELIVERY OF VEHICLE: Delivery should be within 04 months after signing of contract on FOR/DDP Karachi/Islamabad basis, at a place nominated by Pakistan Navy i.e. Karachi/ Islamabad.	
41	COMPARISON: The bidders are to provide a comparative chart clearly showing the specifications as per tender. Any deviation must be highlighted and justified.	
42	PRICE VARIATION: Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture.	

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

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

