

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 R2501360305
Tender Description Cal 0.22 LR Small Bore Match Rifles Walther KK500 – E Expert REM (Bolt action right) or
IT Opening Date 13/02/2025
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 03 x Sealed Envelops as per details given below:

<u>Sealed Envelop 1 – Technical Offer in Duplicate</u>			
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick against each to ensure that these documents have been			
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	DP-1 Form of IT with tick mark against each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initiated 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	DRAP registration letter (in case of medical)		
10	DGDP Registration Letter (If firm is registered with DGDP)		
11	Tax Filling Proof		
<u>Sealed Envelop 2 – Earnest Money</u>			
This Envelop must contain Earnest Money only.			
<u>Sealed Envelop 3 – Commercial Offer</u>			
This Envelop must contain following documents:			
1	Firms Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	
3	Duly filled DP-2 Form of IT	01 x Original	

Firms Declaration

It is certified that we have submitted tender in compliance with above instructions and 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: 0331-5540649
Section: 051-9262307

Email: dpn@paknavy.gov.pk
adpn36@paknavy.gov.pk

M/s _____

Dated :

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 PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms and conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood
agreed

Understood
not agreed

3. Conditions Governing Contracts. The 'Contract' made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the Purchaser and the Seller on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure and Instructions and DPP&I-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood
agreed

Understood
not agreed

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

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

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

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

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

(Firms must clearly identify where their offer does not meet or deviates 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 conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

Understood agreed Understood not agreed

d Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and envelopes clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address

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

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

Understood
agreed

Understood
not agreed

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

Email: Section: 051-9262307
dpn@paknavy.gov.pk
adpn36@paknavy.gov.

5 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 post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468 well before the opening date / time.

Understood
agreed

Understood
not agreed

6 Tender Opening. Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered 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 26 of PPRA-2004.

Understood
agreed

Understood
not agreed

7. Validity of Offer.

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

Understood
agreed

Understood
not agreed

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

8 Part Bid Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

Understood
agreed

Understood
not agreed

9 Quoting of Rates. Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firms Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2)

Understood
agreed

Understood
not agreed

10 Return of I/T. ITs are to be handled as per following guidelines:

Understood
agreed

Understood
not agreed

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 not quote / participate.

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.

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.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

- Proof of firms financial capability,
- Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
- Principal/Agency Agreement.
- Registration with DGDP (Provisional Registration is mandatory)

13 Treasury Challan.

Understood
agreed

Understood
not agreed

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).

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

Understood
agreed

Understood
not agreed

a. Submitting improper Earnest 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) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
- (ii) Registered/Pre-Qualified but Un-indexed 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
- (iii) Unregistered/not Pre-Qualified/Un-indexed 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

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

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

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.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form
f.	Bank Statement for last one year.	Financial standing/audit balance
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

16. Inspection Authority. CINS, Joint Inspection will be carried out by INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of the contract.

Understood agreed Understood not agreed

17. Condition of Stores. Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-15 enclosed with contract.

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

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

b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.

c. Original quotation/Principal/OEM proforma invoice.

d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.

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

(i) Imported material with break down item wise along-with import duties.

(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-

(1) General Sales Tax

(2) Income Tax

(3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.

(4) Any other tax duty.

(iii) Fixed overhead charges like labour, electricity etc.

(iv) Agent commission/profit, if any.

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

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

Understood agreed Understood not agreed

a. 1st rejection on Govt. expense

b. 2nd rejection on supplier expense

c. 3rd rejection contract cancellation will be initiated.

2.0 Rejection of Stores/Services. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

Understood
agreed

Understood
not agreed

2.1 Integrity Pact. There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read and understood for strict compliance:

Understood
agreed

Understood
not agreed

a. Integrity 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.

2.2 Correspondence. All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi and Consignee respectively with copy endorsed to the DP (Navy).

Understood
agreed

Understood
not agreed

2.3 Pre-shipment Inspection. PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

Understood
agreed

Understood
not agreed

24. Amendment to Contract. Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract
- Understood
agreed Understood
not agreed
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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.
- Understood
agreed Understood
not agreed
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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
agreed Understood
not agreed
-
27. Force Majeure.
- a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.
- 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
agreed Understood
not agreed
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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:

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

30. Liquidated Damages(LD). Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DPP & I-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.

Understood
agreed

Understood
not agreed

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 & I-35.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

33. Gratuities/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 blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

Understood
agreed

Understood
not agreed

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 thirty days after receipt by the Supplier of such notice.

Understood
agreed

Understood
not agreed

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

(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

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

Understood
agreed

Understood
not agreed

36. Application of Official Secrets Act, 1923. All the matters connected with this 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.

Understood
agreed

Understood
not agreed

37. Acknowledgment. Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. WWW.PPRA.ORG.P
K

Understood
agreed

Understood
not agreed

38. Disqualification. Offers are liable to be rejected 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 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 CINS or any other problematic area 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, Islamabad. The detail and timeline for preferring appeals is given below:

Understood
agreed

Understood
not agreed

S.No	Cetegary 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 risk and expense amount	Within 30 days decision
d	Appeals for rejection of stores	Within 30 days decision
e	Appeals in all other Cases	Within 30 days decision

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

Understood
agreed

Understood
not agreed

41. For Firms not Registered with DGDP For Firms not Registered with DGDP. Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website ww.dgdp.gov.pk. These firms can participate in tender law paras 12 and 14 above

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

- 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
- l. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- s. OEM Certificate
- t. ISO Certificate
- u. Stock List with value
- 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 Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRM'S NAME M/s _____

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

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).

3. This warranty shall remain valid for 01 Year after the acceptance of stores by the end user

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

SIGNATURE _____

DATE _____

PLACE _____

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

- (i) Contract No. _____ dated _____
(ii) Name of Firm/Contractor _____
(iii) Address of Firm/Contractor _____
(iv) Name of Guarantor _____
(v) Address of Guarantor _____
(vi) Amount of Guarantee Rs. _____
(_____)
(in words)
(vii) Date of expire 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 Messers _____

(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/FE (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
FE (as applicable) _____ as would be mentioned in
your written Demand Notice.

b. To keep this Guarantee in force till _____

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the
original/extended delivery period or the warrantee of the stores which so ever is later in
duration on receipt of information from our Customer i.e. M/s _____
or from your office. Claim, if any must be duly received by us on or before this day. Our
liability under this Bank Guarantee shall cease on the closing of banking hours on the last
date of the validity of this Bank Guarantee. Claim received thereafter shall not be
entertained by whether you suffer a loss or not. On receipt of payment under this
guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and
returned to us.

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.

e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. _____ (Rupees _____)

f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

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

Mr _____ Authorized signatory/
Partner/MD of M/s _____, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry of Defence
Production, Rawalpindi that our firm M/s _____ has applied for registration
with Director General Defence Purchase (DGDP) duly completed all the documents required by
registration section on _____ (date) i.e before signing the contract. I certify that the above
mentioned statement is correct. In case it is detected on any stage that our firm has not applied
for registration with Director General Defence Purchase or statement given above is incorrect,
our firm will be liable for disciplinary action initiated (i.e debarring, the firm do business with
other Defence Establishment and Govt Agencies). I also accept that any disciplinary action
taken will not be challenged in any Court of Law.

Station: _____
Date: _____

Signature: _____
Name: _____
Appointment in Firm: _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1 Schedule to Tender No. 2490388\R2501360305 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:02 Hours on 2025-02-13 11:00:00.0 Please drop tender in the Tender Box No. 205

2 You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.

3 You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed and stamped. Same are available at www.ppra.org.pk

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	null Cal 0.22 LR Small Bore Match Rifles Walther KK500 – E Expert REM (Bolt action right) or Equivalent with medium Grip Right Handed, Two stage Electronic Trigger and attachments/ accessories Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	5.0 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
2. Origin of OEM To be indicated by supplier
3. Origin of Stores To be indicated by supplier
4. Technical Scrutiny Report Required
5. Delivery Period within 06 month of signing of contract
6. Currency PAK RUPEES
7. Basis for acceptance FOR
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.a.w PPRA Rule-26.
9. Tendering procedure Single Stage - Two Envelopes bidding procedure will be followed . PPRA Rule 36 refers.

10. Earnest Money/Tender Bond

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

a . Submitting improper Earnest 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 cell for different categories OF FIRMS would be as under:-

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

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

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

DP-3

Tender No .R2501360305.....

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

To:

Directorate of Procurement (Navy)
through Bahria Gate Near SNIDS
Center, CDA Market
at Naval Residential Complex
Sector E-8, Islamabad
Tele : 051-9262310
Email : dpn@paknavy.gov.pk

Dear Sir, 1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time. 2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in Form No. DDP&I (Revised-2019) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. 3. The following pages have been added to and form part of this tender:

- a.
- b.
- c.

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 procuracy".
- (d) In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal's proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

ANNEX A TO NHQs _____

INDENT NO _____

DATED _____

S.NO	DETAILED TECHNICAL SPECIFICATION
1.	<p>a. 05 in number Call 0.22 LR Small Bore Match Rifles Walther KK500 – E Expert RE M (Bolt action right) or Equivalent with Grip Right Handed Medium, Two Stage Electronic Trigger and attachments/accessories including cleaning kit, tools, gun case, Diopter, Grip M Right, System 690 mm, Tube in silver with SCATT rail, Block Club sight Elevation, Fore End Blue Angel, Butt Plate Expert Black and MEC Hand Stop with each rifle. Rifles are required for shooting sports events at 50 M Range as per International Shooting Sports Federation (ISSF) Rules and Regulation.</p> <p>b. 02 x Spare Electronic Trigger Assembly for above Rifles.</p> <p>c. Each weapon to be supplied with Manufacturer Factory Test (Accuracy) Card.</p> <p>d. The Offered weapons should be proven/used at high level international competitions and shooters earned gold/silver medal at Olympic/World Cup matches. Weapons (each model/type) should be preferably from one series and if possible in continuation of S.NOs except where one or two particular weapons are not up to quality / accuracy standards and rejected by OEM quality department.</p>
2.	Spares and Consumables as per Appendix 1
3.	<p>TECHNICAL SPECIFICATIONS Technical specifications as per above model and compliant with ISSF Rules. In case of offer of equivalent models, supplier to provide comparison chart of specifications of offered Rifles with above model as well as confirm performance in events with proof like Olympic level / World Cup Gold/Silver Medals won with Rifles being offered. In case of non-compliance, offer will not be accepted.</p>
4.	Main Rifles/Items to be ID Tags/Stickered/Endorsed or Serial NOs or Batch NOs or Lot NOs etc as per OEM practice.
5.	ACCEPTABLE MAKE Carl Walther GmbH Germany or equivalent
6.	OEM ORIGINAL CERTIFICATE Supplier to submit with technical proposal an originally issued letter of authorization / representation of OEM. The letter / certificate shall clearly mention

OEM Email/Tel numbers for verification purposes of certificate by TSR committee. Letter/certificate originally issued other than OEM by third parties is not acceptable.

ANNEX B TO NHQs _____

INDENT NO _____

Dated _____

S.N	GENERAL REQUIREMENT/CONDITIONS/INSTRUCTIONS
1.	<u>SPECIAL INSTRUCTIONS</u> a. Stores/Subassemblies manufactured in Israel and India are not acceptable. b. Stores are to be accepted against DPL-15.
2.	<u>DOCUMENTATION</u> Firm shall provide one set of Operating and maintenance manual covering operating and maintenance instructions as exploded views for spare parts drawing and spare parts list showing OEM Part/Product numbers with each rifle.
3.	<u>DELIVERY SCHEDULE</u> The equipment / store be delivered FOR KARACHI basis within 06 month from effective date of contract.
4.	<u>PROVISION OF SPARES/CONSUMABLES</u> Supplier is to provide minimum parts mentioned at Appendix 1 of Annex A for scheduled maintenance/operation. Consumables/spares be collectively packed (each type separately) and requisite package stickered with part no/description, ID as per OEM practice.
5.	<u>PROVISION OF BROCHURE</u> OEM brochure / Technical Data Sheets of equipment containing technical details are to be provided by the supplier along with technical offer.
6.	<u>TECHNICAL REJECTION</u> In case of non-compliance of to any of the clause of Annex A to contract, offer is subject to technical rejection.
7.	<u>PAYMENT TERMS/PAYMENT MILESTONES:</u> a. As per DPP & I-35 (Revised 2023) or as decided by DP (N). b. 60% payment on completion of following: (1) Delivery of FOR KARACHI alongwith tools/ stores (2) Joint Inspection

(3) Provision of Documents

c. 40% payment on completion of following

- (1) Successful completion of Installation/ integration/ interfacing/ STW/ commissioning of platform/ equipment/ machinery at purchasers site complying al specifications/ acceptance criteria and issuance of acceptance certificate by end user
- (2) Satisfactory conduct of operator & maintainer training of PN team
- (3) Issuance of CRV by consignee

8. WARRANTY/GUARANTEE:

- a. Firm is to guarantee that product is as per specs of contract.
- b. Complete equipment including accessories to be warranted by the supplier for a period of 01 year, for all defects from the date of final acceptance by PN.
- c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are not procured directly from OEM or his authorized dealer/ agent/ stockiest will not be acceptable.
- d. Supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.
- e. Post-delivery, the supplier will replace within warranty period without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/ damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection.
- f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost in the currency in which received along with a reasonable compensation as claimed by PN.

9. CONTINUOUS LOGISTIC SUPPORT

- a. The Supplier should provide future necessary spares support for 05 years from the date of signing the contract.
- b. In case of discontinuation of production of any component/ part as result of obsolescence or development of upgraded version, the Supplier should inform the buyer at least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the buyer prior discontinuation of the production and shall provide alternate for such components/parts in case the original is not available. The Supplier shall ensure the spare supportability during warranty period in terms of DPL-15 and after warranty in terms of relevant clause of the contract. For efficient spare supportability the Supplier shall provide the spares from its stock.

10. **ORIGIN OF EQUIPMENT:** Imported with OEM CoC (other than India & Israel)

11. **ADDITIONAL INSTRUCTIONS**

Certification Requirement

- a. Supplier/OEM will confirm through OEM certificate at the time of supply / delivery of the equipment that equipment being supplied is brand new, of latest manufacture and proven (already in use) equipment.
- b. Stores/sub-assemblies/parts being supplied are not from Israel and India.
- c. Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores.
- d. Supplier certificate for conformance of 100% indents specifications, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.

EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE

- a. 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.
- b. Upon signature of the Contract but before CED the Supplier shall apply 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.

END USER CERTIFICATE (EUC)

- a. 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 of additional requirement, a certificate from National Rifle Association of Pakistan can also be provided which shall state the end user affiliation with National Federation and equipment use purely for shooting sports as per ISSF (International Shooting Sports Federation) Rules and Regulations.
- b. 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.
- c. 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 that 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.

d. 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.

Packing Packing of equipment should be of international quality standards worthy of air, rail, sea and road transportation

12. **ADDITIONAL PURCHASE** Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the equipment at the cost by calculating inflation rate/appreciation or depreciation rate announced by Government of Supplier's country. The Supplier may however sell stores at a lower cost.

13. **DETAILS OF ALL DELIVERABLES** OEM/Supplier should mention the price of all deliverables i.e. equipment, spares, documentation applicable for rifles and accessories etc where applicable separately in financial quote. The same are to be subsequently incorporated in the correct documents.

14. **QUALITY STANDARDS** The equipment for Olympic Grade 0.22 Cal Sports shooting rifles should be manufactured and assembled in accordance with EU/USA standards, ISO 9001 and ISSF rules/regulations. Proof of the same/equivalent for Development, production, sales and service of Sporting arms to be provided along with the technical proposal.

15. **DISCONTINUATION OF PRODUCTION**

a. In case of discontinuation of production of any component part as result of obsolescence of development of upgraded version, the seller is to inform the buyer at least on (01) year in advance.

b. The seller will ensure the provision of such components/parts as demanded by the buyer prior discontinuation of the production and shall also provide alternate for such components/parts in case the original is not available.

16. **ACCEPTANCE/INSPECTION CRITERIA**

The equipment will not be acceptable in case of the following:

- Specifications at Annex 'A' are not met.
- Spares and Consumable as per Appendix 1 are not provided.
- Documentation at Para 2 of Annex 'B' is not provided.

	<p>d. OEM accuracy Test Card of each Rifle.</p> <p>e. Confirmation of performances and functions is not same as given in the contract and relevant documentation/manuals.</p>
17.	<p><u>INSPECTION</u> Joint inspection of stores will be made at PNASD Karachi by PNASD, ECA/CINA and PN Shooting Range Karachi/PN Firing Range Islamabad within in the 15 days of receipt of stores on the basis of specifications, description nomenclature and physical condition of items</p>
18.	<p><u>ACCEPTANCE</u> Final acceptance certificate will be signed by end user/OIC PN Shooting Range Karachi after successful testing at PN Shooting Range Karachi jointly by PN Shooting Range Karachi/PN Firing Ranges Islamabad to the entire satisfaction of PN</p>
19.	<p><u>END USER</u> PN Firing Range Islamabad</p>
20.	<p><u>ACCESSORIES</u> Details of additional accessories being offered are to be intimated in technical offer</p>
21.	<p><u>PERFORMANCE BANK GUARANTEE (PBG)</u> To ensure timely and correct supply of stores, the firm will furnish an irrevocable and u-conditional Performance BG within 30 days of signing of contract from a scheduled bank for an amount maximum upto 10% of the total value of the contract as decided by Procurement Authority (on a judicial stamp paper) of appropriate value as per prescribed format. <i>It shall remain in force till 60 days beyond the DP stipulated in the contract.</i></p>
22.	<p><u>CERTIFICATE OF CONFORMANCE BY OEM</u></p> <p>a. Firm/Supplier shall provide correct and valid e-mail and fax No. to ECA/CINA and DP(N) Supplier/contracting firm shall either provide OEM Conformance Certificate to CINA or is to be e-mailed to CINA under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, CINA shall approach the OEM for verification of Conformance Certificate issue by the OEM. Companies/firms rendering false OEM Conformance Certificates will be black listed</p> <p>b. Supplier is to provide following documentation at the time of inspection:</p> <ol style="list-style-type: none"> a. Description of Store alongwith quantity b. part/ Pattern No of Store c. Manufacturer Identification (Name, address and Contact No) d. Date & period of Manufacturing e. List of Nos (Serial, Batch, Lot) as endorsed/ engraved on the stores (as applicable) f. Details of test report (FATs/ OEM Lab test report) alongwith date and tests conducted (as applicable) g. Details of third party testing authority (if their services used)

- h. List of safety/ regulatory standards (as applicable)
- j. Conformance to Standard/ specifications quoted in the Contract

23. **FORCE MAJEURE**

- a. The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to an 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 UN sanctions etc) directly affecting the parties and any event or circumstances on which the parties has no control.
- b. To be deemed force-majeure, the said events should be of extraordinary,unpredictable and unavoidable nature, and occur after the contract comes into forceand be beyond the control of the Parties.
- c. Should the force-majeure circumstances occur, the suffering party must notify inwriting the other party within 30 (thirty) days from occurrence thereof. The notice shouldcontain information about the nature of the circumstances and, if possible, an evaluationor 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 partyshould promptly give a relevant written notice to the other party. The notice shouldspecify the time within which performance of obligations under the contract is beingsuggested.
- e. Within reasonable time, the party exposed to force-majeure should transfer to theother party a certificate issued by the legal authorities as evidence of occurrence of theforce-majeure situation
- f. Should the force-majeure situation occur, the timing of performance by theparties of their respective obligations under the contract shall be extended adequatelyby adding on the duration of such circumstances and consequences thereof.
- g. Should the force-majeure circumstances continue for more than consecutive 60(sixty) days, the parties shall negotiate and coordinate appropriate measures needed toperform their respective obligations under the contract. If duration of suchcircumstances exceeds 6 (six) months and the parties fail to agree on furthercoordinated measures to perform their respective obligations, the Contracting Party(Purchaser) shall have the right to terminate the contract, whether partially or wholly,free of any subsequent claims, by sending a written termination notice to the other party(Seller).
- h. The Purchaser may not claim LD in relation to delays in delivery, provided thatsuch delays have been caused by occurrence of a force-majeure event.
- j. Delay in obtaining the export licenses, permits, and/or third-party certificate maynot be counted as Force Majeure.

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

25. **DISCREPANCY** The consignee shall render a discrepancy report to DP (Navy), DAP within 30

	<p>days after receipt of stores if discrepancy found in the consignment. The quantities found short/deficient/detective are to be made good by the supplier, without additional cost.</p>
26.	<p>PENALTY The supplier prior shipment to ensure that complete test of the equipment has been conducted at OEM facilities and equipment manufactured as per OEM specifications. In case untested or failed equipment is supplied, the firm will replace the items at own cost. In case the supplier fails to replace the stores, the buyer has the right to outrightly reject the equipment and impose penalty at rate of 2-5% of the value of the stores.</p>
27.	<p>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 marking 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.</p> <p>a. The dispute shall be referred for adjudication to two arbitrators one to be nomination 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.</p> <p>b. The venue of arbitration award shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.</p> <p>c. The arbitration award shall be firm and final.</p> <p>d. In the course of arbitration the contract shall be continuously be executed except that part which is under arbitration.</p> <p>e. All proceedings under this clause shall be conducted in English language and in writing.</p>
28.	<p>BUY BACK The seller will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Buyer, within 02 years from the final acceptance of the equipment/system.</p>
29.	<p>TERMINATION</p> <p>a. If at any time during the currency of the contract Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.</p> <p>b. In case of remainder of the undelivered stores/goods/ services the Purchaser may elect either to have any part thereof completed and take delivery thereof at the contract price or to cancel remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by Supplier and are in the actual process of manufacturing at the price to be determined by Purchaser. In such a case materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser.</p> <p>c. No payment shall however be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received.</p>

	d. Should the Supplier fail to deliver goods/services in time as per terms of contract or fail to render Bank Guarantee within stipulated time period or any breach of 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.
30.	PRICE VARIATION Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture.
31.	INDEMNITY The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.
32.	AMENDMENT IN THE CONTRACT Amendment in contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both parties.
33.	SUBLETTING: The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.
34.	RISK PURCHASE In the event of failure on the part of the supplier to comply with the contractual obligations the contract is liable to be cancelled at the risk and expense of the supplier in accordance with DPP-1-35. The purchaser shall be entitled to receive back all advance payments made by him.
35.	SECRECY: The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier.
36.	COMPENSATION ON BREACH OF CONTRACT If the Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.
37.	TECHNICAL SCRUTINY Technical scrutiny of quotations forwarded by the bidders will be carried out by a committee nominated by MHC with one expert from PN Firing Range Islamabad (OIC). In case of non-compliance to any of the clause of Annex A to IT, offer is subject to technical

rejection.

38. **INTEGRITY PACT** This contract is required to be supported by integrity pact as format at Annex C which is to be signed by Supplier and Purchaser at the time of signing of contract.

INTEGRITY PACT

1. The Seller hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

2. Without limiting the generality of the foregoing, the Seller represents and warrant that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan(GoP), except that which has been expressly declared pursuant hereto.

3. The Seller that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP as referred to above and has not taken any action or shall not take any action or shall not take any action to circumvent the above declaration, representation or warranty.

4. The Seller accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

5. Notwithstanding any rights and remedies exercised by GoP in this regard, agrees to indemnify GoP for any loss or damage incurred by GoP on account of the corrupt business practices of the Seller and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller as aforesaid for the purpose of obtaining or inducing the

6. Procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP
SIGNATURES

Appendix-I of ANNEX A

TO Indent No _____

Indent Date _____

SPARES, ACCESSORIES AND CONSUMABLES FOR CAL 0.22 SPORT SHOOTING RIFLE
KK500-E EXPERT REM/ EQUIVALENT.

S NO	Description	Qty	Remarks
1	Firing Pin KK500	05	
2	Extractor Plunger	10	
3	Cartridge Holder 43	05	
4	Extractor	10	
5	Compression Spring 2163471	02	
6	Cylinder Pin 2488809	05	
7	Cylinder Pin 2609134	10	
8	Compression Spring 2814692	05	
9	Compression Spring 2809842	05	
10	Bolt Handle Assembly	05	
11	Electronic Part KK500 E	02	

12	AKKU 3,7V, 70 mAh	05	
13	Trigger Carrier	05	
14	Sear KK500-E	05	
15	Tab KK500-E	05	
16	Rocker KK500-E	05	
17	Cylinder Pin 2x16	10	
18	Compression Spring 2701243	05	
19	Compression Spring 2820188	10	
20	Compression Spring 2829134	05	
21	Vario Trigger Blade	05	
22	Cylinder Head Screw M 4X16	20	
23	Washer	20	
24	Buffer	05	
25	Expert hook Butt plate complete with rods KK500	03	
26	Block Club Sight Elevation with accessories	05	
27	Check Piece with Rod	05	
28	Insight-Out diopter black	03	
29	Plastic aperture 3,6	05	

30	Plastic aperture 3,8	05	
31	Plastic aperture 4,0	05	
32	Plastic aperture 4,2	03	
33	Tube Starik Carbon 320 mm, 26 mm, silver	03	
34	Iris Vario 5 sight (Adjustable 2,8 to 4,8 mm)	05	

Note: List of ID Tags/Sticker/Tally/Serial NOs or Batch NOs or Lot NOs as embossed on packets etc as per OEM practice except to few cases like consumables/spares and very small items.

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

Each column must be filled in with **BLOCK CAPITAL LETTERS**.
incompletion of all tender disqualification.

1. Name : _____
2. Father's Name : _____
3. Address (Residential) :

4. Designation in Firm :

5. CNIC : _____
(Attach Copy of CNIC)
6. NTN : _____
(Attach Copy of NTN)
7. Firm's Address :

8. Date of Establishment of Firm :

9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.
(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)

