Tender Covering Form

Directorate of Procurement (Navy)

Through Bahira Gate, Near SNIDS Centre, Naval Residential Complex E-8

ISLAMABAD

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649 Section: 051-9262304

Email: dpn@paknavy.gov.pk

Adpn31pre@paknavy.gov.pk

P- 31/PRE Section (Contact: 051-9262304, Email: adpn31pre@paknavy.gov.pk)

Tender N	o & Date					_	
Tender D	escription					_	
IT Openir	ng Date					_	
Firm Nam	-					-	
Postal Ad						-	
							
		•					
Contact F	Person Name_						
Contact N	lumber	(Landline) (Mc	bile)		
shall cont	ain 03 x Seale	ed Envelops as per	ion: Firm is to sub details given below		oposal in a se	aled envelope w	vhich
This env	velope must co		Technical Offer (01 order and Supplier				
S No		Docum	ent		Original Set	t Copy Se	ŧt
1.	Bank Challar						
2.		horization Letter (v					
3.	applicable)	nvoice (Muted-	,	(where			
4.		of IT (with complian					
5.		of IT with complia	ance remarks agains	st each			
6.	clause. Technical Of	for / Space					
7.	Annexes of I						
8.		TIT (dully filled & si	ianed)				
9.			f firm is registere	d with			
10.	Income tax F	illina Proof.					
11.		egistration Proof.					
12.	CEO Name 8						
13			ertificate of Confor				
			given in of Annex A	۱.			
		learly mentioned					
14	Country of C	Origin (Must be me	entioned)				
Sealed	Envelop 2 – E	arnest Money:	This Envelop must	contain E	Earnest Money	only.	
Sealed	Envelop 3 – C	commercial Offer:	This Envelop mu	st conta	in following do	cuments:	
1.	Firm's Comm	nercial Offer		01 x O	riginal		
2.	Principal Invo	oice (where applic	able)	01 x O	riginal		
3.	Dully filled D	P-2 Form of IT		01 x O	riginal		
Firmala D	a alaration.	14 :	ified that we have	ou booitt	ad tandar in	الانب ممسالمسمم	h

<u>Firm's Declaration:</u> It is certified that we have submitted tender in compliance with above instructions and we understand that our offer is liable to rejection if tender is not prepared / packed as per above instructions.

Firm's	Authorized	Signatures	

DIRECTORATE PROCUREMENT (NAVY)

	Directorate of Procurement (Navy)	
	Through Bahira Gate	
	Near SNIDS Centre,	
	Naval Residential Complex E-8	
	ISLAMABAD	
	Contact: Reception: 051-9262311	
	Bahria Gate: 0331-5540649	
	Section: 051-9262304	
	Email: dpn@paknavy.gov.pk	
	Adpn31pre@paknavy.gov.pk	
M/s		
	Date	
INVITATION TO TENDED AND OFNE	DAL INOTRUCTIONS	
INVITATION TO TENDER AND GENE	RAL INSTRUCTIONS	
Dear Sir / Madam,		
DP (Navy) invites you to tender as per details given in attached Schedu	for the supply of stores/equipment/ services le to Tender (Form DP-2).	
the successful bidder is governed by the Rules-2004 and DPP&I-35 (Revised 20 contracts laid down by MoDP / DGDP you and your firm to first acquired.	ubsequent contract agreement awarded to the rules / conditions as laid down in PPR/ agreed agreed 019) covering general terms & conditions cond	Understood not agreed
DGDP Registration Cell on Phone N tender. If your firm / company poss capability, you must be registered or	ised 2019) (print copy may be obtained from o. 051-9270967 before participating in the esses requisite technical as well financial willing to register with DGDP to qualify for de after security clearance and provision of ned in Para 15 of this DP-1.	
	cts. The 'Contract' made as result of this I/1 Understood es 2004 shall mean the agreement enterec	Understood not agreed
into between the parties i.e. the 'Purch Defence Purchase (DGDP) contract F contract Act, 1872 and those containstructions and DP-35 (Revised 2019)	aser' and the 'Seller' on Directorate General form "DP-19" in accordance with the law of ained in Defence Purchase Procedure & D) and other special conditions that may be only of Defence Stores / Services specified	

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

herein.

indicate mention envelop duties, training separa mention reserve	Commercial Offer. Per prices quoted in the prices quoted in the prices quoted in the price of t	figures as well be clearly mark fer", tender num in, insurance charissioning, service items quoted appre than one op to lowest technical services.	II as in words and in fact on a her and date of larges FATs, loc larges Taxes are largainst the ten- lation offered be ally accepted of	in the currency dagreed a separate sealed of opening. Taxes, cal training Foreign e to be indicated der is to be clearly by the firm, DP(N)	Understoo d not agreed
specific literature envelop numbe hour af	Technical Offer: (Neations in DUPLICA re/brochure, drawing oe and clearly marker and date of opening ter the date and time confirm/comply with I	TE (or as spec gs and complian ted "Technical Ong. Technical of te for receipt of	cified in IT) ald ace metrics in Offer" without p fer shall be op tender mention	ong with essential agreed agreed a separate sealed prices, with tender bened first; half an aled in DP-2. Firms	Understoo not agreed
S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	In case of non availability of enclosed proof from brochure/ Literature, quote/ attach additional documents/ data/undertaking as proof of compliance	
c. please tender due to highlig	d: C = Fully Comply, sust clearly identify where be read point by p conditions should be non-acceptance of the dalongwith you to be rejected.	e their offer does no e their offer does oint and unders be responded clo of tender condi	uments and it tood properly be early. In case tions(s), the	s conditions may Understood of any deviation same should be	Understoo not agreed
copy of the IT) proposated offers a	Firms shall submit of commercial offer a and envelops clear. In bold, The confor and the technicate to be enclosed as sealed bearing of the commercial of the sealed bearing of the commercial o	nd two copies of arly marked "Te nmercial offer wi al offer will not in in separate cov	of the technical echnical propo ill include rates indicate the rates and each	offers as asked in sal", "Commercial of items/services tes. Both types of envelope shall be	

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.	
	Inderstoo ot agreed
f. The tender duly sealed will be addressed to the following:-	
Directorate of Procurement (Navy) Through Bahira Gate Near SNIDS Centre, Naval Residential Complex E-8 ISLAMABAD	
Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk	
	nderstoo ot agreed
	Inderstoc ot agreec
7. <u>Validity of Offer.</u>	
and the temperature of special content to the content of the conte	nderstoo ot agreed
CONTRACT INTES WITH CISCOUNT.	nderstoo ot agreed
B. Part Bid. Firm may quote for the whole or any portion, or to state in the	

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. Quoting of Rates. Only one rate will be quoted for entire quantity, iten Understood 9. Understood wise. In case quoted rates are deliberately kept hidden or lumped together to tricl agreed not agreed other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). Understood Understood 10. Return of I/T. ITs are to be handled as per following guidelines: agreed not agreed For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate. It is a standard practice to invite all firm(s) including those un $_{\mathrm{Understoo}}$ b. Understood registered with DGDP who gave their preliminary budgetary/ technica dagreed not agreed 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. Firms shall not withdraw their commercial offers Understood 11. Withdrawal of Offer. Understood before signing of the contract and within validity period of their offers. In case the agreed not agreed 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. 12. **Provision of Documents in case of Contract.** In case any firm win: Understood Understood not agreed a contract, it will deposit following documents before award of contract: Proof of firm's financial capability. a. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. Principal/Agency Agreement. C. d. Registration with DGDP (Provisional Registration is mandatory) 13. Treasury Challan. Offers by registered firms must be accompanied with a Challan form Attached Not of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) Attached 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. Firms, un-registered / un-indexed with DGDP (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 Attached Not Attached 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 Money</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) 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 Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</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).

15. <u>Documents for provisional registration:</u> In case your firm wins Understood contract on Earnest Money (EM), it will deposit following documents to DGD agreed Not agreed (Registration Section) before the award of contract for provisional registration:-

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 sheet	
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.	

	erstood agreed
the contract.	
	erstood agreed
	erstood 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 Understood agreed agree	erstood ed
of stores the firm will furnish an unconditional Bank Guarantee (BG in the currenc agreed in which contract is concluded) from a schedule Bank of Pakistan for an amour, upto 10 % of the contract value (excluding Taxes, duties/freight handling charges)	erstood agreed
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.

21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gifts _{Understood} commission and inducement of any kind or their promises thereof by Supplier / Firn ^{agreed} to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	Understoo 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 dpnavy@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,	

the same should be given separately in the commercial offer.

	Amendment to Contract. Contract may be amended/modified to includ Understood clause (s) modify the existing clauses with the mutual agreement by the agreed iter and the purchaser; such modification shall form an integral part of the act.	Understood not agreed
	Discrepancy. The consignee will render a discrepancy report to all Understood agreed within 60 days after receipt of stores for discrepancies found in the agreed gnment. The quantities found short are to be made good by the supplier, free st.	Understoo not agreed
26.	Force Majeure.	
	a. The supplier will not be held responsible for any delay occurring ir 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.	Understoo not agreed
	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.	
party toward	Arbitration. Parties shall make their attempt to settle all disputes arising understood this contract through friendly discussions in good faith. In the event that either shall perceive such friendly discussion to be making insufficient progress described by the settlement of dispute (s) at any time, then such party may be written notice to other party refer the dispute (s) to final and biding arbitration as provided of:	Understoo 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.

 e. All proceedings under this clause shall be conducted in English language and in writing 	
28. <u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdiction a Understood Rawalpindi, Pakistan shall have jurisdiction to decide the matter.	Understood not agreed
29. <u>Liquidated Damages (LD).</u> Liquidated Damages upto 2% per mont _{Understood} are liable to be imposed on the suppliers by the purchaser in accordance with DF ^{agreed} 35, if the stores supplied after the expiry of the delivery date without any valid	Understood not agreed
reasons. Total value of LD shall not exceed 10% of the contract value.	
30. <u>Risk Purchase.</u> In the event of failure on the part of supplier to complete understood with the contractual obligations the contract will be cancelled at the Risk an agreed Expense (RE) of the supplier in accordance with DP-35.	Understood not agreed
31. Compensation Breach of Contract. If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE contract become ineffective due to default of supplier / seller or stores / equipmer	Understood not agreed
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.	
32. <u>Gratuities/Commission/Gifts</u> . 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.	Understoo
33. Termination of Contract. a. If at any time during the currency of the contract the Purchase Understood decides to terminate the contract for any reason whatsoever (other than for agreed reasons of Non-Delivery) he shall have right to do so by giving the Supplier or 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 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.

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

- (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.
- (iii) 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.
- 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 expense (RE) of the Supplier.

full right rejection	Rights Reserved. Directorate of Procurement (Navy), Rawalpindi reserve Understood hts to accept or reject any or all offers including the lowest. Grounds for suc agreed ons may be communicated to the bidder upon written request, but justification bunds is not required as per PPRA Rule 33 (1).	Understood not agreed
with the of the secred	Application of Official Secrets Act, 1923. All the matters connected Understood agreed of Secrets Act, 1923. You are, therefore, requested to ensure complete by regarding documents and stores concerned with the enquiry and to limit the error your employees having access to this information.	Understood not agreed
	Acknowledgment. Firms will send acknowledgement slips within 07 days understood he date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood not agreed
	agreed n	nderstood ot 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 <u>technical</u> 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. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications. 	
	j. Subject to restriction of export license. k Offers (commercial/technical) containing non-initialed/ unauthenticated	

If the authorization letter/ agency/ dealership/ distribution agreement is

amendments/corrections/overwriting.

not attached or if the validity of the same is expired.

- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.

C.

d.

- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.

Appeals for risk & expense amount

Appeals for rejection of stores

Appeals in all other Cases

38.	<u>Appeals</u>	s by Supplier/Firm. Any aggrieved	Supplier/Firm against th	Understood	Understoo
decisi	on of DP	(N) or CINS or any other problematic a	rea towards the execution c	agreed	not agreed
the co	ntract m	ay prefer an Appeal to Standing Appeal	Committee (SAC) comprisin_		
PN O	fficers ar	nd military finance rep at Naval headqu	arters, Islamabad. The detail		
and tir	neline fo	r preferring appeals is given below:			
	S.No.	Category of Appeal	Limitation Period		
	a.	Appeals for liquidated damages	Within 30 days of decision		
	•	Appeals for liquidated darriages	Willing of days of decision		

Within 30 days of decision Within 30 days of decision

Within 30 days of decision

39. <u>Limitation</u>. Any appeal received after the lapse of timelines given in par Understood Understood agreed not agreed 38 above shall not be entertained. SECRECY / NON DISCLOSURE AGREEMENT (NDA) The supplier shall undertake as per attached Annex C that any information about the sale/purchase of stores under this contract shall not be communicated to any Understood Understood not agreed person other than the manufacturer of the stores, or to any press or Agency no authorized by DP(N) to receive it. Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the supplier. 41. For Firms not Registered with DGDP. Understood Understood

Firms not registered with DGDP undertake to apply for registration with DGDP pric signing of Contract. Details can be found on DGDP website www.dgdp.gov.pk. These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

42. Firms which are not registered with DGDP should initiate provisions $\dot{}_{\rm Ur}$ registration in accordance with Para 41. Besides, ground check by Field Securit $^{\rm ag}$ (FS) Team will be made for security clearance related to participation in the tender

nderstood	Understo
reed	not agree

not agreed

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 & Taxation)
	g.	Office/Home/Ware House Property documents
	h.	Utility Bills (Phone/Electricity)
	j.	Firm Vehicle/Personal Vehicle
	ķ.	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
	٧.	Company Profile/Broachers
	w.	Employees List
	х.	Firm Categories
	у.	Sole Proprietor Certificate
	Z.	Partnership Deed
	aa.	Pvt Limited
	ab.	Memorandum of Articles
	ac.	Form 29 and Form A
	ad.	Incorporation Certificate
	uu.	moorporation continuate
	not be	changed / withdrawn after tender opening. The IT provisions accepte understood agreed on the agreed of the baseline for subsequent contract negotiations.
44.	The a	bove terms and conditions are confirmed in total for acceptance.
45.	Forma	at of DPL-15 (DP2 form) and PBG are enclosed as Annex A & B.
		Sincerely yours,
		(To be Signed by Officer Concerned)
		Rank:
		Name:

DPL-15 (WARRANTY / GUARANTEE)

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 <u>01 Year</u> 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/Contracto	r
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
(vi)		
()
		(in words)
(vii)	Date of expire of Guarante	ee
		nic Republic of Pakistan through the (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self ha	ave entered into Contract No
		dated
with I	Messer's	_
	(Full Name	e and Address)
herei	`	stomer and that one of the conditions of the
Conti	ract is the submission of und	conditional Bank Guarantee by our customer
		s Řupees/FE (as
-	cable)	
	, 	
	In compliance with this stipundertake as under: -	oulation of the contract, we hereby agree
	ence to our Customer and	itionally on demand and/or without any diamount not exceeding the sum or Rs. Rupees or FE (as applicable)
writte	en Demand Notice.	as would be mentioned in your
h	To keep this Cuerontee in	force till
b.	ro keep inis Guarantee in	force till
which i.e. Model be duar validicenter this g	d of the original/extended denso ever is later in duration //suly received by us on or becantee shall cease on the close ty of this Bank Guarantee trained by whether you suffer	ank Guarantee shall be kept one clear year elivery period or the warrantee of the stores on receipt of information from our Customer or from your office. Claim, if any must fore this day. Our liability under this Bank sing of banking hours on the last date of the c. Claim received thereafter shall not be a loss or not. On receipt of payment under Bank Guarantee must be clearly cancelled,

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 enchased on sight on presentation without any reference to our Customer/Seller or Vendor.
Guarantor
Dated:
(Bank Seal and Signatures)

ANNEX 'C'

<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
	ir) and Directorate General Defence Purchase, Ministry of
Defence Production, Ray	valpindi that our firm M/s has
	with Director General Defence Purchase (DGDP) duly
completed all the docume	ents required by registration section on (date)
i,e before signing the co	ontract. I certify that the above mentioned statement is
correct. In case it is de	tected 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	iable for disciplinary action initiated (i,e debarring, the firm
do business with other D	efence Establishment and Govt Agencies). I also accept
that any disciplinary action	n taken will not be challenged in any Court of Law.
	Signature
Station:	Name:
Date:	• • • • • - -

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No. 2490301/R-2412/310174 dated 25-10-2024. This tender will be closed for Acceptance at 1030 Hours and will be opened at 1100 Hours on. 02-01-2025 Please drop tender in the Tender Box No 201.
- 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 & stamped. Same are available at www.ppra.org.pk.

	T		1	
SNO	DETAIL OF STORES	QTY	UNIT	TOTAL
			PRICE	PRICE
			TRICL	TRICL
1.	LCR METER	01		
	Detailed:			
	Technical Specification Special			
	Instructions: Technical specification			
	alongwith mandatory accessories /			
	,			
	spares list. As per Annex A.			
	General Terms & Conditions:			
	As per Annex B.			
Above	mentioned price includes 18% sale	Yes		No
Tax (F	Please tick Yes or No)			
	Grand Total			
	As per Annex B. mentioned price includes 18% sale	Yes		No

Terms & Conditions

1. **Terms of Payment.** As per Annex B (Para -2).

2. **Origin of OEM.** Imported with OEM CoC (Certificate of

Conformance) compatible to preferred makes

Given in of Annex A. (Name & Country Of OEM to be clearly mentioned).

3. Origin of Stores. Imported (Actual country (place) of

manufacturer to be indicated).

Technical Scrutiny Report. Required
 Delivery Period. 06 Months

6. <u>Currency.</u> Pak Rupees

7. Basis for acceptance. FOR Karachi Basis

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 Commercial / Financial Proposal 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 Envelope bidding procedure will be followed. PPRA Rule 36 refers.
- 10. <u>Earnest Money/Tender Bond</u>:- Your tender must be accompanied by a **Pay Order/Demand draft/Call Deposit Receipt (CDR)** in favor of CMA (DP) in separate envelope, Rawalpindi for the following amounts:-

<u>Submitting improper Earnest Money</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.

- a. <u>Rates for Contract</u>. 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 Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

b. 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).
- c. Copy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Market.

11. 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 financia 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 favor 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.
- j. 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 duly signed & stamped by firm authorized rep is to provide for technical scrutiny.
- k. 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.
- I. The supplier shall undertake as per attached Annex C that any information about the sale/purchase of 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 DP(N) to receive it. any breach of it shall be punishable under the official secrets act, 1923 in addition to termination of the contract at the risk of the supplier

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

Annex A to NHQs Indent No: 2490301 Dated: 25 Oct 24

S NO	TECHNICAL SPECIFICA	TIONS
1.	Deptt.	01 x LCR Meter inclusive of all accessories for PND/ PCBD&F
	b. <u>Technical Specific</u> functions:	LCR meter must have following or higher features/

S No	Description	Specifications	
(1)	Test Signal Frequency	DC, 4 Hz to 1 MHz ± 30	
(2)	Test Signal Voltage	100 mV to 10 V ±3	
(3)	DC Bias Voltage (Internal)	0 V to + 10 V ± 3	
(4)	DC Bias Voltage (Internal)	0 mV to + 200 mA ± 30	
(5)			
(6)	Source Impedance	100 Ω, 10 Ω ±3	
(7)	Measurement Range	100 mΩ to 100 mΩ ±3	
(8)	Measurement Accuracy	0.05%	
(9)	Measurement Times Settings	Fast: ≤ 15ms Medium: ≤ 100ms Slow: ≤ 500ms	
(10)	Measurement Functions	Cp, Cs, Lp, Ls, D, Q, G, Rp, Rs, Rdc R, X, Z, Y, Od, Or, B, M, N	
(11)	Frequency Accuracy	±100 ppm	
(12)	Frequency Resolution	4 Hz to < 1 kHz: 0.1 Hz, 1kHz to < 10 kHz: 1 Hz, 10 Hz to <100 kHz: 10 Hz, 100 kHz to < 1 MHz: 100 Hz, 1 MHz to < 10 MHz, 1 kHz	
(13)	Test Signal Modes	Open voltage (V), Short Current (C) DC resistance (Rdc)	
(14)	Language	English	

- c. <u>Mandatory Accessories</u>: LCR Meter must be supplied with all mandatory accessories required to perform above mentioned functions/ operations including but not limited to following:
 - (1) 1 x Test fixtures for axial/ radial lead type devices.
 - (2) 1 x Kelvin clip leads.
 - (3) 1 x Test fixture for SMD components.
 - (4) 1 x Test tweezers for SMD components.
 - (5) 1 x Transformer test cable.

Note: The equipment shall be recently manufactured/ fresh batch, OEM certified and may not be older than 01 year at the time of delivery.

3. Acceptable Makes:

M/s Rohde & Schwarz (Model: LCX200) or equivalent.



Annex B to NHQs Indent No: 2490301 Dated: 25 Oct 24

GENERAL TERMS & CONDITIONS No **DELIVERY SCHEDULE:** The equipment/ stores/ accessories/ tools are to be delivered within 06 months from the date of signing of contract on FOR basis, Karachi. PAYMENT TERMS: 2. As per DPP & I-35 (Revised 2023) or as decided by DP (N). a. 60% payment on completion of following: b. Delivery on 'FOR' basis. (1)Joint Inspection. (2)(3) Provision of documents. 20% payment upon Successful completion of the following: C. Installation & commissioning. (1) Operator/ Maintainer Training. (2)Issuance of acceptance certificate. (3)20% payment on issuance of CRV by consignee. WARRANTY/ GUARANTEE: 3. Supplier is to guarantee that product is as per specs of the contract. a. Complete equipment including accessories/ software is to be warranted by the supplier for a period of 01 year for all defects from the date of final acceptance by PN. The supplier is to guarantee that all the items supplied under the terms of this contract are recently manufactured/ fresh batch, latest version, OEM certified and brand new i.e not older than one year at the time of delivery. Stores, which are not procured directly from OEM or his authorized dealer/ agent/ stockiest will not be acceptable. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment. Post delivery, the supplier will replace 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; without any additional cost within 30-60 days. In case of supplier's failure to replace the defective stores without any additional cost within 30-60 days he will refund relevant cost in the currency (in which received) alongwith a reasonable compensation as claimed by PN.

4. PERFORMANCE BANK GUARANTEE (PBG)

To ensure timely and correct supply of stores, the firm will furnish an irrevocable and unconditional Performance BG within 30 days of signing of contract from a scheduled bank of Pakistan for an amount equal to 10% of the total value of the contract (on a judicial stamp paper) of appropriate value as per prescribed format. It shall remain in force till 60 days beyond the completion of warranty period.

5. CONTINUOUS LOGISTIC SUPPORT

The Supplier should provide guarantee to supply the necessary spares for next 10 years from the date of signing the contract. A certificate to this effect should be provided by the Supplier prior to acceptance of the system.

6. EXCHANGE AND REPLACEMENT OF PARTS AT STANDARD COST

- a. Supplier should provide cost (price list) for all the assemblies/ subassemblies for next 05 years at the time of supply/ delivery of the equipment at NSD for standard replacement.
- b. Supplier is to replace defective components/ spares through exchange without any additional cost during warranty and afterwards at the cost offered at the time of supply/ delivery of the equipment.

7. DOCUMENTATION

- Firm will provide brochure of the equipment against IT for study by PN, at the time of TSR.
- b. OEM/ Firm is to provide 01 x set of documents (hard & soft copies, in English) for the supplied equipment at the time of delivery. Photocopies of documentation will not be accepted:
 - Operating Manual containing operating & programming instructions.
 - (2) Service Manual.
 - (3) Document containing licenses keys of software operations.

8. TRAINING (OPERATOR/ MAINTAINER)

- a. 01 x days operators training for 20 x PN trainees is to be provided by the OEM/ Authorised Rep at end user's premises without any additional cost basis. The said training is to be conducted after delivery/ installation of stores at end user's premises. OEM/ authorized Rep shall provide requisite training material to the trainees and shall comprehensively cover following aspects during the training:
 - Introduction to the test equipment.
 - (2) Functions of the equipment.
 - (3) Detail setting up procedure of the equipment and operating guidelines to exploit all the features of the equipment.
 - (4) Carrying out fault diagnosis and rectification of the equipment.
 - (5) Operations through compatible software.
 - (6) Operating the system to its full capabilities. While ensuring all safety aspects of system/ equipment.
 - (7) Be able to set to work, trial and commission equipment after routine maintenance and repair.

b. The supplier shall provide computer based training CDs/ DVDs alongwith hard copies of training material (if available).

9. ADDITIONAL INSTRUCTIONS:

Certification Requirement

- a. Supplier/ OEM will confirm through OEM certificate at the time of supply/ delivery of the equipment at NSD that equipment being supplied is proven equipment.
- b. Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores.
- Supplier certificate of conformance of 100% contract specification, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.
- d. Supplier is to provide following documentation at the time of inspection:
 - (1) Firm's Warranty/ Guarantee on form "DPL-15" for functionality/ serviceability of the item(s).
 - (2) OEM Test Certificate.
- e. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM
 nor the OEM's authorized dealer/ agent /stockiest will not be acceptable.

Certificate of Conformance (CoC) by OEM

- f. 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(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. Supplier/ contracting firm rendering false OEM conformance Certificates will be black listed. OEM Certificate of Conformity (CoC) must have following information:
 - (1) Description of Store alongwith Quantity.
 - (2) Part/ Pattern No of Store.
 - (3) Manufacturer Identification (Name Address and Contact No).
 - (4) Date/Period of manufacture.
 - (5) List of Nos. (Serial, Batch or Lot) as endorsed/ engraved on the stores (as applicable).
 - (6) Details of Test Reports (FATs/ OEM Lab Test Report) alongwith dates and tests conducted (as possible).
 - (7) Details of third party testing authority (if their services used).
 - (8) List of safety/ regulatory standards (as possible).
 - (9) Conformance to Standard/ Specifications quoted in the Contract.

Technical Rejection

g. In case of non-compliance to any of the clause of Annex A to IT, offer is subject to technical rejection.

Additional Purchase

h. 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 item 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.

Accessories

j. Details of the accessories being offered in addition to mention at Annex-A to Indent are to be intimated in the technical offer and prices of these accessories are to be mentioned separately in commercial offer.

Packing

 Packing of item should be of international quality standards to be worthy of air, sea, rail and road transportation.

Joint Inspection Committee

 A joint inspection committee comprising Reps from CINS, PCBD&F Deptt, NSD and Firm Reps will carry out joint inspection of delivered item/ stores at NSD within 15 days of receipt of stores. Discrepancies noted during joint inspection (if any) will be made good by the supplier without additional cost.

Origin of Supply

m. Supplier/ contracting firm in his" Offer/ Quotation" is to specifically mention country of origin for the stores which will be subsequently endorsed in the "Contract". Origin of the item should be Imported (other than Indian and Israel) with OEM CoC.

Discontinuation of Production

n. In case of discontinuation of production of any component part as result of obsolescence or development of upgraded version, the Supplier is to inform the Purchaser at least one (01) year in advance. The Supplier will ensure the provision of such components/parts as demanded by the Purchaser prior discontinuation of the production and shall also 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 continuous logistic support Clause of contract.

Arbitration

- p. 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 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:
 - (1) The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an

umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws.

- (2) The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine.
- (3) The arbitration award shall be firm and final and binding on both the parties to the contract.
- (4) In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration.
- (5) All proceedings under this clause shall be conducted in English language and in writing.

Discrepancy

q. The consignee will render a discrepancy report to all concerned within 15 days after receipt of stores for discrepancies found in the consignment. The quantities found short/ deficient/ defective are to be made good by the Supplier without any additional cost.

Penalty

- r. The Seller before making the shipment will carry out complete test of the item at its facilities to ensure that the same has been manufactured as per specifications. In case the item does not pass the test/ trials, the buyer has the right to out rightly reject the item or impose penalty at the rate of 10-15% of the value of the relevant item/item.
- s. The penalty shall not absolve the Seller to undertake the repairs in Pakistan or onboard 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.

Updates & Current Information

t. Supplier in his "Offer/ Quotation" is to provide latest updates and current information about technical specifications/ details. If pattern number, part number or quality standards of a particular item has been superseded by a new one after conclusion of the contracts, the supplier will be required to produce a documentary proof to this effect origination from the relevant OEM. If replaced part affects fittings and functioning of other associated part as well then detail of those parts are also to be provided.

Secrecy

u. 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 Act-1923 in addition to termination of the contract at the risk of Supplier. In this regard, 'Non disclosure Agreement (NDA)' as per format at Appendix-I to Annex B is to be signed by the firm at the time of signing of contract.

10. SOURCE OF SUPPLY

In case the equipment is being sourced through OEM's Authorized Dealer/ Agent/ Stockiest, a documentary proof to this effect comprising OEM's Dealership Certificate in respect of Dealer/ Agent/ Stockiest is to be provided by the supplier with following endorsements:

- Certificate reference number with date.
- (2) Name of the authorized dealer/ agent/ stockiest.
- (3) Last date/ duration/ period for validity of dealership.

11. PRICE VARIATION

Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture.

12. RISK & EXPENSE (R/E)

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 of the supplier in accordance with DPP&I-35 (Revised 2023).

13. LIQUIDATED DAMAGES (LD)

Delay in the supply of stores 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 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.

14. 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. if the force-majeure situation occurs; 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.
- g. In case Force-Majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed 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. Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of a force-majeure event.

15. 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.

16. 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.

17. TERMINATION

- 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.
- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either to have any part thereof completed and take the delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or subcomponents or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such a case materials in the



process of manufacturing 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 manufacturing on the date notice of cancellation is received.
- d. Should the Supplier fail to deliver goods/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.

18. OBTAINING OF LICENSES/ PERMITS AND END USER CERTIFICATE (EUC)

- a. It is the responsibility of the supplier to obtain licenses/ permits etc (if any) from country of export for the goods/ stores being offered in response to IT. Firm to indicate requirements of "End User Certificate" for said purpose in his technical/ commercial offer.
- b. In case there is a requirement to provide EUC by the purchaser to the supplier to arrange export permit from the concerned Govt of the supplier then the format of the EUC will be provided by the supplier prior to signing of the contract and will be attached (as Annex/appendix) to the contract. If the supplier before the finalization of the contract cannot provide the format of the EUC then the same shall be provided on supplier's request. EUC shall be provided by Purchaser within 45 days after signature of contract by both the parties (if required by Supplier).

19. 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.

20. COURT OF JURISDICTION

All disputes arising in connection with this contract shall be sorted out through mutual discussions. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Islamabad shall be the Courts of Jurisdiction for any dispute relating to this contract for adjudication.

21. ACCEPTANCE/ INSPECTION CRITERIA:

- a. The equipment will not be acceptable in case of the following:
 - (1) Equipment specifications are not as per Annex 'A'.
 - (2) Documentation at Para 7 (b) of Annex 'B' not provided.
 - (3) Operator/ Maintainer training as per Para 8(a) of "Annex B" not provided.
 - (4) "Certification Requirement" at Para 9 (a to f) of Annex 'B' are not met.
 - (5) Installation/ Commissioning is not completed to the satisfaction of end user in accordance with OEM approved/ recommended procedures.

b. The final acceptance certificate will be signed by PN within 01 week only after successful completion of all acceptance trials to the entire satisfaction of PN.
2. PRICE OF ALL DELIVERABLES:

a. The supplier should mention the price of all deliverables (i.e Equipments/ Services, Spares, Documentation, training, installation separately in financial quote. The same are to be subsequently incorporated in the contract documents.

b. The supplier, in his quotation should separately mention the price as per following format:

S No Description

Price

- (1) Complete equipment
- (2) Mandatory accessories
- (3) Installation & commissioning
- (4) Documentation
- (5) Training
- Depot List

c DP (N) is requested to ensure that commercial offer clearly indicates above listed prices.

23. TSR

Technical scrutiny of quotations forwarded by the bidders will be carried out by a committee comprising 03 or more officers nominated by NHQs.

24. INTEGRITY PACT

Both parties agree to incorporate integrity pact attached at Appendix-II to Annex B to this indent. The same is to be made part of contract at the time of contract signing.

25. INSTALLATION & COMMISSIONING

- a. Installation & Commissioning of the system/ equipment is to be arranged within 30 x days of supply of equipment by the supplier through OEM or their authorized rep(s) at PND/ PCBD&F Deptt.
- b. Installation & Commissioning trials to be carried out by contractor on site. Any defect/damage of the equipment during Installation & commissioning trials to be replaced by the supplier without any additional cost.



Appendix-I	to	Annex	В
Indent No.			
Dated			

UNDERTAKING/ NON - DISCLOSURE CERTIFICATE)

		(Name & Appointment)
on h	ehalf of	
211 12	(N	ame for Firm/ Contractor)
-	(With ac	ddress and Telephone number)
emp	and conditions here in after	ertaking to abide by the provision of Official Secrets Accontained. Breach of these provision on my part or an to any other penalty under law, will render immediat neetings.
		SigStatus/ AppointmentPlaceDate
1.	Signature of Witness Name (in block capital CNIC No (Please attach photocopy) Address	Seal & Date
	Signature of WitnessName (in block capital	Seal & Date

Appendix-II	to	Annex	В
Indent No.			
Dated			

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABALE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACT

Contract No.	Date	
Contract Value		
Contract Title	for Pakistan Navy	
any contract, right, interest,	reby declares that it has not obtained or induced the procurement ivilege or other obligation or benefit from Government of Pakistan or agency thereof or any other entity owned or controlled by it (Go of business practice.	or
it has fully declared the brok or agreed to give and shall directly or indirectly through broker, consultant, director gratification, bribe, finder's fe the object of obtaining or in-	nerality of the foregoing, M/s represents and warrants the rage, commission, fees etc, paid or payable to anyone and not give to give or agree to give the anyone within or outside Pakistan eithing neutral or juridical person, including its affiliate, agent, associate promoter, shareholder, sponsor or subsidiary, any commission or kickback, whether described as consultation fee or otherwise, warring the procurement of a contract, right, interest, privilege or otherwise form, from the Govt of Pakistan, except that which has become to the procurement of a contract, right, interest, privilege or otherwise.	her ate, on, vith
and arrangements with all p	fies that it has made and shall make full disclosure of all agreeme sons in respect of or related to the transaction with Govt of Pakist or shall not take any action to circumvent the above declaration	tan
declaration, not making full of purpose of this declaration, privilege or other obligation	cepts full responsibility and strict liability for making any factorize, misrepresenting facts or taking any action likely to defeat the presentation and warranty. It agrees that any contract, right, interest benefit obtained or procured as aforesaid shall, without prejudice as available to Govt of Pakistan under any law, contract or other option of Govt of Pakistan.	the est, e to
Supplier] agrees to indemnifits corrupt business practice equivalent to ten times the siby M/s as afor	ights and remedies exercised by Govt of Pakistan in this regards, [I Govt of Pakistan for any loss or damage incurred by it on accounts and further pay compensation to Govt of Pakistan in an amount of any commission, gratification, bribe, finder's fee or kickback gives aid for the purpose of obtaining or inducing the procurement of age or other obligation or benefit in whatsoever form, from Govt	t of unt ven any
[The Purchaser]	[The Supplier]	

				DP-3	
TENDER NO			THE FIRM		
			EGISTRATION		
			 NF NO.		
			E-MAIL		
		-			
_	1	Mobile N	lo		
To:	Directo Throug			nent (Navy)	
	_	ear SNIDS Centre,			
	Naval Residential Complex E-8				
	ISLAM		mar compr	0X	
	_	t: Re Ba	hria Gate:	051-9262311 0331-5540649	
	Emaile			051-9262304	
	_		aknavy.gov		
DEAR SIR	_	<u>Auprio i</u> Date		avy.gov.pk	
22, ii. Cii.	•	D/			
1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECT SCHEDULE TO THE TENDER INQUIRY OR SUCH PORT OF TENDER AT THE PRICES OFFERED AGAINST THE WILL REMAIN VALID UP TO 120 DAYS AND WILL NOT BAND THE CONDITIONS ALREADY STATED THEREIN COMMUNICATION OF ACCEPTANCE TO BE DISPATCHE	TION THERE SAID SCHE BE WITHDR DR ON BEF	EOF AS YO EDULE AN AWN OR A FORE THI	OU MAY SPECI ID FURTHER A ALTERED IN TE S DATE. I/WE	FY IN THE ACCEPTANCE GREE THAT THIS OFFER RMS OF RATES QUOTED	
2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS OF CONTRACT IN FORM NO. DP-35 (REVISED 2019) II PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE (GOVERNING CONTRACTS" AND HAVE THOROUGHL PATTERNS QUOTED IN THE SCHEDULE HERETO AND REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES	NCLUDED GENERAL Y EXAMIN AM/ARE F	IN THE PA DEFENCE IED THE S FULLY AWA	AMPHLET ENTI E PURCHASE) SPECIFICATION ARE OF THE N	TLED, GOVERNMENT OF "GENERAL CONDITIONS NS/DRAWINGS AND/ OR NATURE OF THE STORES	
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO A	.ND FORM I	PART OF 1	THIS TENDER:		
A					
B C	,	YOURS EA	AITHEUL Y		
C					
		(SIGNATURE OF TENDERER)			
		(CAPACITY IN WHICH SIGNING)			
		ADDRESS:			
	_	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".
- (d) In the case of companies and firms registered under the Act, 1913 as amended up-todate 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

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON BID SECURITY/EARNEST MONEY

IMPORTANT

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

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