#### **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: <a href="mailto:dpn@paknavy.gov.pk">dpn@paknavy.gov.pk</a>

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						-	
					<del></del>		
		•					
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		
Firms to 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	<b>Authorized</b>	<b>Signatures</b>		

#### **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 TENDER AND GENE Dear Sir / Madam,	ERAL INSTRUCTIONS	
·	for the supply of stores/equipment/ services ule to Tender (Form DP-2).	
the successful bidder is governed by Rules-2004 and DPP&I-35 (Revised 2 contracts laid down by MoDP / DGDP you and your firm to first acq (www.ppra.org.pk) and DPP&I-35 (Rev DGDP Registration Cell on Phone N tender. If your firm / company poss capability, you must be registered or	subsequent contract agreement awarded to the rules / conditions as laid down in PPR/ agreed 2019) covering general terms & conditions & co	Understood not agreed
(Invitation to Tender) i.a.w PPRA Rulinto between the parties i.e. the 'Purch Defence Purchase (DGDP) contract I contract Act, 1872 and those cont Instructions and DP-35 (Revised 201	cts. The 'Contract' made as result of this I/I Understood les 2004 shall mean the agreement entered agreed naser' and the 'Seller' on Directorate General Form "DP-19" in accordance with the law of tained in Defence Purchase Procedure & 9) and other special conditions that may be uply of Defence Stores / Services specified	Understood not agreed

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 technicates to be enclosed as sealed bearing of the commercial of the sealed bearing of the commercial	nd <b>two copies</b> 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. <b>Part Bid.</b> 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) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
  - (ii) Registered/Pre-Qualified but Un-indexed 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 <b>OEM Dealership Evidence</b> .	
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:	
<ul> <li>(i) Imported material with break down item wise along-with import duties.</li> <li>(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:- <ul> <li>(1) General Sales Tax</li> <li>(2) Income Tax</li> <li>(3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.</li> <li>(4) Any other tax/duty.</li> </ul> </li> <li>(iii) Fixed overhead charges like labour, electricity etc.</li> <li>(iv) Agent commission/profit, if any.</li> <li>(v) Any other expenditure/cost/service/remuneration as asked for in the tender.</li> </ul>	
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
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.

<ul> <li>e. All proceedings under this clause shall be conducted in English language and in writing</li> </ul>	
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 c 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 not agreed
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.

34. Rights Reserved. Directorate of Procurement (Navy), Rawalpindi reserve Understood full rights to accept or reject any or all offers including the lowest. Grounds for suc agreed rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).	
35. Application of Official Secrets Act, 1923. All the matters connected understood with this enquiry and subsequent actions arising there from come within the scope agreed 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.	
36. <b>Acknowledgment.</b> Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. <b>www.ppra.org.pk</b> understood agreed understood agreed not agreed.	
37. <u>Disqualification.</u> Offers are liable to be rejected if:-	
Understood Understood Understood agreed not agreed	
<ul> <li>a. Received later than appointed/fixed date and time.</li> <li>b. Offers are found conditional or incomplete in any respect.</li> <li>c. There is any deviation from the General /Special/Technical Instructions contained in this tender.</li> </ul>	
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. 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	

I. If the authorization letter/ agency/ dealership/ distribution agreement is not attached or if the validity of the same is expired.

amendments/corrections/overwriting.

- 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 <a href="https://www.dgdp.gov.pk">www.dgdp.gov.pk</a>. 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>3-5 Years</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

10	
	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)		
(		<b>)</b>
		(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	<del>_</del>
	(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 amount not exceeding the sum or Rs.  Rupees or FE (as applicable)
writte	en Demand Notice.	as would be mentioned in your
b.	To keep this Guarantee in	force till
which i.e. Model be duard validienter this g	d of the original/extended done so ever is later in duration d/suly received by us on or be antee shall cease on the cloty of this Bank Guarantee tained by whether you suffe	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 DGF
	Air) and Directorate General Defence Purchase, Ministry of
Defence Production, Ra	walpindi that our firm M/s has
	with Director General Defence Purchase (DGDP) duly
completed all the docun	ents 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 d	etected on any stage that our firm has not applied for
registration with Directo	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	on taken will not be challenged in any Court of Law.
	Signature
Station:	Name:
Date:	A 1

ATTESTED BY OATH COMMISSIONER WITH STAMP

#### **INVITATION TO TENDER FORM**

- 1. Schedule to Tender No. 2490267/R-2412/310177 dated 23-10-2024. This tender will be closed for Acceptance at 1030 Hours and will be opened at 1100 Hours on. 31-12-2024 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.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	BLOOD CHEMISTRY ANALYZER (AUTOMATIC)	04		
	Detailed:			
	<u>Technical Specification Special</u> <u>Instructions:</u> As per Annex A.			
	<b>General Terms &amp; Conditions:</b>			
	As per Annex B.			
	mentioned price includes 18% sale lease tick Yes or No)	Yes		No
	Grand Total		·	

#### **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. 03 Months
 Currency. 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) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
  - (ii) Registered/Pre-Qualified but Un-indexed 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: In case of failure to comply above instructions, Terms and conditions, offer will liable for rejection.

# TECHNICAL SPECIFICATIONS - 4 X BLOOD CHEMISTRY ANALYZER

No.			Description
	PURPOS	E/USAGE	
	The blood ser purposes.	rum, examination and pro	quired for Laboratory tests. This equipment is oper diagnosis and also used for minor
2.	TECHNIC	AL SPECIFICATIONS	
	a.	Analysis Rate	160 Tests/Hours
	b.	Test Principle	Colorimetry, turbidimetry
	C.	Sample Tray	42 sample positions
	d.	Sample Volume	2-50 ul, 01 ul increment
	e.	Reagent Tray	25 reagentpositions
	f.	Reagent Volume	R1: 25-30 ul, R2: 10-150 ul, 01ul increment
	g.	Wave Length	8 wavelengths 340, 405,450,510,546,578,630, 700 nm
	h.	PC Operating System	Windows XP, or above
	j.	Water consumption	5 litter per hour
	k.	Weight	45 kg
	older than	01 year at the time of deliv	nufactured/fresh batch, OEM certified and ma very.
	ACCEPT	DIEMAKE	
40	A	rmany, USA, Europe, Chin	a or equivalent
	Јарап, Об	many, ook, Europe, Chin	a or equivalent.
	STANDAR	RDS CERTIFICATION	
	a. FD	A	
	b. CE	or MHLW or equivalent.	



S No.	GENERAL TERMS & CONDITIONS
1.	DELIVERY SCHEDULE
	a. The equipment/stores/accessories/tools are to be delivered within 03 months from the date of signing of contract on FOR Karachi basis.
	<ul> <li>b. Only genuine OEM parts are acceptable. Non-Genuine/Replacement of parts/spares are not acceptable.</li> </ul>
2.	PAYMENT TERMS
	a. As per DPP & I-35 (Revised 2023) or as decided by DP (N).
	b. 60% payment on completion of following:
	(1) Delivery at 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 purchaser site complying all 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.
<b>3</b> .	ORIGIN OF EQUIPMENT
	Imported (other than India and Israel) with OEM CoC (Certificate of Conformance).
4.	CERTIFICATION REQUIREMENT
	Supplier/OEM will confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.
	<ul> <li>Supplier through certificate is to confirm that he will provide documents at the time of delivery of stores as per Clause 13 of this Annex.</li> </ul>
	<ul> <li>Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.</li> </ul>
NHO	d. 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.
Jus	e. 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 at address <a href="mailto:cins@paknavy.gov.pk">cins@paknavy.gov.pk</a> , <a href="mailto:inpectorate1@paknavy.gov.pk">inpectorate1@paknavy.gov.pk</a> under

intimation to DP (N). Hard copy of COC must follow in any case through courief. Treceipt, CINS shall approach the OEM for verification of conformance Certificate issued by the OEM. Companies/firms rendering false OEM Conformance Certificate shall be black listed.

- f. OEM's COC must have following information:
  - (1) Part/Pattern No. of equipment.
  - Date/period of manufacturing.
  - (3) S No./Batch No./Lot No. should be embossed engraved on the equipment.
  - (4) OEM test certificate/FATs/Certification/approval as applicable.
  - Description of store along with quantity.
  - (6) Manufacturer identification (Name Address & Contract No).
  - (7) Details of third party testing authority (if their services used).
  - (8) List of safety regulatory standards (as applicable).
  - (9) Conformance to Standard/Specifications quoted in the Contract.

#### 5. PERFORMANCE BANK GUARANTEE (PBG)

To ensure timely and correct supply of stores, the firm will furnish an irrevocable and un-conditional 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 completion of warranty period.

#### 6. WARRANTY/GUARANTEE

- Supplier is to guarantee that product is as per specs of the contract.
- Complete equipment including accessories are to be warranted by the supplier for a period of 3-5 years, 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. The 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 stores 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 stores have been received along with a reasonable compensation as claimed by PN.

#### TRAINING

05 days on Job Training (06 hours daily) from 8 AM to 1 PM (operators/maintainers) for 2x PN personnel to be arranged by the Supplier/OEM at PN hospital within 15 days after successful joint inspection in accordance to para 8 b of this Annex without any additional cost, so that trained personnel are capable of:

- Operating system to its full capabilities, while ensuring all safety aspects of system/equipment.
- Carrying out all types of maintenance routines including major overhaul. b.
- Carrying out fault diagnosis and rectification of the equipment. C.
- Setting to work, trial and commission equipment after routine maintenance and repair.
- The Supplier shall provide computer based training CDs/DVDs alongwith hard copies of training material.

#### 8. INSPECTION

9.

- Inspection Authority CINS KARACHI a.
- Joint inspection will be carried out (within 15 days after receipt of stores), by Senior Classified Specialist of concerned Hospital, Electro Medical Officer of PNS SHIFA, O I/C PNMSD, Supplier/Company concerned and INS at PNMSD/PNS SHIFA.

#### PACKING & MARKING

- Standard Trade Packing worthy of multi-model transportation by rail/road so as the ensure the arrival of the stores at the Consignee's warehouse in undamaged condition. Any loss of damage incurred due to sub-standard packing shall be made good by the Supplier without any additional cost.
- Marking to be in accordance with international standards with bold marking as b. under:

FRONT SIDE: Name and address of consignee

OTHER SIDE: Contract No. \_\_\_\_ Dated

TOP

Gross Weight

- Shall be marked in bold letters on all sides of the consignment/package. C.
- Any loss or demurrage occurring due to wrong marking or packing shall be borne by the supplier
- All stores shall be marked with a broad arrow pointing upwards, by stamping painting or tallying.

#### PENALTY 10.

The supplier before making the shipment will carryout complete test of the equipment at his facilities to ensure that the same has been manufactured as per the specifications. However, the buyer within, 30 days of its receipt will carryout inspection and test/trials. In case the equipment does not pass the test/trials, the buyer has the right to out rightly reject the equipment or impose penalty at the rate of 10-15% of the value of the relevant equipment item. The penalty shall not absolve the supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be addition to other penalties and obligations covered in the contract like warranty/guarantee obligations on form DPL-15.

#### 11. MAINTENANCE & REPAIR

- a. The seller will be required to have a provision in the same contract for replacement of defective components/parts through exchange and shall provide in the proposal the Standard Replacement Cost for all parts used in the equipment/system for next five years. Furthermore the seller will also be required to furnish the standard Repair Cost for required replacement parts.
- b. The seller will guarantee to supply the necessary spares for next at least 10 years from the date of final acceptance of the system, if so required by PN.
- c. Seller will be required to agree to a provision for going into a 3 years maintenance contract. A suitable clause in this regard should be entered in the contract.

#### 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. DOCUMENTATION

- Operating Manual (in original)
- Defect diagnostic & remedial measures (in original)
- Maintenance Manual (in original)
- d. Standard OEM Technical Manual (in original)
- e. Spare parts catalogues (in original).
- Current price/catalogue lists (in original).
- g. OEM Standard Service Manual (in original).
- Trouble shooting Manual (in original).

#### 14. LIQUIDATED DAMAGES (LD)

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

#### 15. RISK PURCHASE

In the event of failure on the part of supplier to comply with the contractual obligations, the contract shall be cancelled at the risk and expense of the supplier in accordance with DPP & I-35 (Revised 2023).

#### PRICE VARIATION

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

#### 17. DISCREPANCY

The consignee shall render a discrepancy report to DP (N), Supplier, CINS and concerned hospital within 30 days from the date of receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, without any additional cost.

#### 18. INTEGRITY PACT

This contract is required to be supported by integrity pact as format at Appendix 'I' which is to be signed by Supplier and Purchaser at the time of signing of contract.

#### 19. 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 sabotages), 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 o 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 obligations under the Contract, as well as the time required for such performance.
- d. Upon termination of the above-mentioned circumstances, the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.
- e. Within reasonable time, the Party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.
- f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration f 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 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. The Purchaser may not claim LD in relation to delays in delivery, provided that auch delays have been caused by occurrence of a force-majeure event.

#### 20. 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 at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:

- a. The dispute shall be referred for adjudication to two arbitrators one 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.
- b. 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.
- The arbitration award shall be firm and final and binding on both the parties to the contract.
- d. In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration.
- e. All proceedings under this clause shall be conducted in English language and in writing.

#### 21. COURT OF JURISDICTION

All disputes arising in connection with the contract shall be sorted out through mutual discussion. Unsettled issued 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 contract for adjudication.

#### 22. 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 shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.
- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
  - (1) To have any part thereof completed and take the delivery thereof at the contract price or.
  - (2) 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.

- (3) 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.

# 23. ACCEPTANCE CRITERIA

- a. Successful completion of installation/Test trials of the equipment by OEM/Firm to satisfaction of the end user at purchaser site complying all specification/acceptance criteria and issuance of final acceptance certificate by end user.
- b. The equipment will not be acceptable in case of the following:-
  - Specifications are not as per Annex 'A'
  - Documentation at para 14 of Annex 'B' not provided.
  - (3) Certification requirement as per Annex 'B' (Clause 4 a-d) are not met.
  - (4) Training is not conducted as per training Clause 7 of this Annex.
  - (5) Confirmation of performance and functions is not same as given in the contract and relevant documentations/ manuals.
- c. Acceptance of stores/equipment at PNMSD by the supplier will be after clearance from joint inspection team comprising Senior Classified specialist concerned hospitals, Electro Medical Officer of PNS SHIFA, O I/C PNMSD and rep of CINS.
- d. Additionally supplier is to provide OEMs certified acceptance criteria for testing of the equipment within 15 working days after signing of the contract.
- The final acceptance certificate will be signed by PN only after successful completion of all acceptance trials to the entire satisfaction of PN.

# 24. COMMISSIONING/TRIALS

- a. Commissioning and trials of system/equipment is to be arranged within 30 days of supply of equipment by the supplier through OEM for their authorized rep(s) at purchaser site without extra charges.
- Any defect/damage of the equipment during commission trials to be replaced by the supplier without any additional cost.

# 25. OTHER REQUIREMENTS

- Name, Address and Telephone/Fax No. of OEM are to be provided with quotations and same also be endorsed in the contract.
- b. Supplier should undertake that the accessories/components are compatible with each other & to the main system. Moreover, the system in all respects is ready for use on "Turn Key Basis".
- Supplier should send latest updates & current information about system after selling of stores/equipment.
- d. Any item subsequently found short would be supplied at concerned hospital without any additional cost within 30 days.
- e. Issuance of EIUC (End Item Utilization Certificate) by end user within 01 month after

successful completion of test and trials.

- f. The supplier should mention the price of all deliverables i.e Equipments/services, spares, documentation, Test Bench/Tools/Test Equipment, Training, FATs (Factory Acceptance Trials), Installation/Integration, Test/Trials/Commissioning (Harbour Acceptance Trials, Sea Acceptance Trials) etc where applicable separately in financial quote. The same are to be subsequently incorporated in the contract document.
- g. The subject store being hospital equipment is exempted from 18% GST under item 52/A of the Sixth Schedule of the Sales Tax 1990.
- Marking of Store in accordance with MS/MISC/002/80.

#### 26. 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 DGDP/ 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. In this regard 'Non-Disclosure Agreement (NDA) as per format at Appendix'll' is to be signed by the firm at the time of signing of contract.

#### 27. CONTINUOUS LOGISTIC SUPPORT

- a. 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.
- b. In case of discontinuation of production of any component/ part as result of obsolescence or development of upgraded version, the Supplier should immediately inform the buyer. 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 clause 12a & b of this Annex. For efficient spare supportability the Supplier shall provide the spares from its stock (preferably held in Pakistan at Karachi or Islamabad).

#### 28. OBTAINING LICENSE

- a. It is responsibility of supplier to obtain license/permits etc (if any) in the supplier's country. Failure to obtain the same shall not constitute grounds for "Force Majeure".
- Firm will also provide authorized System software license required for integration with PNeHS for automated healthcare system if applicable.

#### 29. 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.

# 30

## 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.

### 31. 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.

## AMENDMENT IN THE CONTRACT

Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties.

# 33. TSR (TECHNICAL SCRUTINY REPORT)

TSR will be conducted by a Committee nominated by NHQ



APPENDIX 'I' TO INDENT NO. 2490267 DATED 23.10.2024

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

Contract Value (Specify Value in Currency) for Pakistan Navy  M/s hereby declares that it has not obtained or induced the procurement of an contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or an administrative subdivision or agency thereof or any other entity owned or controlled by it (Govt or Pakistan) through any corrupt business practice.  Without limiting the generality of the foregoing, M/s represents and warrants that has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agree to give the anyone within or outside Pakistan either direct or indirectly through any neutral or juridical person, including its affiliate, agent, associate, broke consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe finder's fee or kickback, whether described as consultation fee or otherwise, with the object obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation of benefit in whatsoever form, from the Govt of Pakistan, except that which has been expressly declare pursuant hereto.  M/s certifies that it has made and shall make full disclosure of all agreements an arrangements with all persons in respect of or related to the transaction with Govt of Pakistan and ha not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.  M/s accepts full responsibility and strict liability for making any false declaration to 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, interest, privilege or othe obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and iedies available to Govt of Pakistan under any law, contract or other instrument, be avoidable at the option of Govt of Pakistan.  Notwithstanding any rights and remedies exerc	Contract No.		DATE
contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or an administrative subdivision or agency thereof or any other entity owned or controlled by it (Govt of Pakistan) through any corrupt business practice.  Without limiting the generality of the foregoing, M/s represents and warrants that has fully declared the brokerage commission, fees etc, paid or payable to anyone and not given or agree to give the anyone within or outside Pakistan either direct or indirectly through any neutral or juridical person, including its affiliate, agent, associate, broke consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation of benefit in whatsoever form, from the Govt of Pakistan, except that which has been expressly declare pursuant hereto.  M/s certifies that it has made and shall make full disclosure of all agreements an arrangements with all persons in respect of or related to the transaction with Govt of Pakistan and hanot taken any action or shall not take any action to circumvent the above declaration, representation of warranty.  M/s 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, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies exercised by Govt of Pakistan in this regards. [th Supplier] agrees to indemnify Govt of Pakistan for any loss or damage incurred by it on account of it corrupt business practices and further pay compensation to Govt of Pakistan in an amount equivaler to ten times the sum of any commission, gratificatio	Contract Value	(Specify Value	
nas fully declared the brokerage and shall not give or agree to give the anyone within or outside Pakistan either direct or indirectly through any neutral or juridical person, including its affiliate, agent, associate, broke consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe finder's fee or kickback, whether described as consultation fee or otherwise, with the object obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation obenefit in whatsoever form, from the Govt of Pakistan, except that which has been expressly declare pursuant hereto.  M/s certifies that it has made and shall make full disclosure of all agreements an arrangements with all persons in respect of or related to the transaction with Govt of Pakistan and ha not taken any action or shall not take any action to circumvent the above declaration, representation of warranty.  M/s 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 the declaration, representation and warranty. It agrees that any contract, right, interest, privilege or othe helical savailable to Govt of Pakistan under any law, contract or other instrument, be avoidable at the option of Govt of Pakistan.  Notwithstanding any rights and remedies exercised by Govt of Pakistan in this regards, [th Supplier] agrees to indemnify Govt of Pakistan for any loss or damage incurred by it on account of it corrupt business practices and further pay compensation to Govt of Pakistan in an amount equivaler to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/ as aforesaid for the purpose of obtaining or inducing the procurement of any contract right, interest, privilege or other obligation or benefit in whatsoever form, from Govt of Pakistan.	contract, right, in administrative sul	terest, privilege bdivision or age	or other obligation or benefit from Government of Pakistan or any ncy thereof or any other entity owned or controlled by it (Govt of
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[The Purchaser] [The Supplier]	IThe Dura	-haser]	[The Supplier]

APPENDIX 'II' TO	
NDENT NO. 2490267	
DATED 23.10.2024	

#### CONFIDENTIAL

#### UNDERTAKING/NON- DISCLOSURE CERTIFICATE

8	1	(Name & Appointment)
		(Name & Appointment)
on be	ehalf of	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		(Name of Firm/ Contractor)
	(With	address and Telephone number)
ddit	itions hereinafter contained.	Bertaking to abide by the provision of Official Secrets Act 1923 and Breach of these provisions on my part or any employee of the firm, in nder law, will render immediate ceasing of further interaction and
		Sig
		Sig Status/Appointment
		Place
		Date
Ē.	Signature of Witness	
4	Name (in block capital)	
	CNIC No.	Seal & Date
	(Please attach photocopy) Address	5 55 74 52 1 70 10 10 10 10 10 10 10 10 10 10 10 10 10
	Address	
)	Signature of Witness	
	Name (in block capital)	
	CNIC No.	Seal & Date
	(Please attach photocopy)	
	Address	
		CONFIDENTIAL

MOBILE NO	MOBILE NO
To·	

**Directorate of Procurement (Navy)** 

Fax No .....

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

ADDRESS.....

DATE

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 DAYS 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. DP-35 (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.

Α	
В	
C	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(CAPACITY IN WHICH SIGNING) ADDRESS: DATE SIGNATURE OF WITNESS

\*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.

3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FORM PART OF THIS TENDER:

- (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-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

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