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	ne			
Postal Ad	dress			
	dress for Correspondence			
	Person Name			
Contact N				
	nts to be Attached with Quotation: Firm is to subr			ed envelope which
	ain 03 x Sealed Envelops as per details given below:	iiit ito pi	oposai iii a scale	a crivelope willon
Sealed	Envelop 1 – Technical Offer in Duplicate			
	velope must contain 02 x sets of Technical Offer (01			
	following documents as per this order and Supplier i	s to ma	rk tick 🗸 agains	t each to ensure
	se documents have been attached:		011101	1 0 0 .
S No	Document		Original Set	Copy Set
1.	Bank Challan			
2.	Principal Authorization Letter (where applicable)	la aa		
3.	Principal Invoice (Muted-without Price) (applicable)	where		
4.	DP -1 Form of IT (with compliance remarks)			
5.	DP - 2 Form of IT with compliance remarks agains	t each		
	clause.			
6.	Technical Offer / Specs			
7.	Annexes of IT			
8.	DP-3 form of IT (dully filled & signed)			
9.	DGDP Registration Letter (If firm is registered DGDP)	d with		
10.	Income tax Filling Proof.			
11.	Sales Tax registration Proof.			
12.	CEO Name & CNIC No.			
13	Imported with OEM CoC (Certificate of Conform	nance)		
	compatible to preferred makes given in of Annex A			
	OEM to be clearly mentioned).			
14	Country of Origin (Must be mentioned)			
Sealed	Envelop 2 – Earnest Money: This Envelop must c	ontain E	Earnest Money or	nly.
Sealed	Envelop 3 - Commercial Offer: This Envelop mus	st conta	in following docur	ments:
1.	Firm's Commercial Offer	01 x O	riginal	
2.	Principal Invoice (where applicable)	01 x O	•	
3.	Dully filled DP-2 Form of IT	01 x O	•	
	polaration: It is cortified that we have			mpliance with ab

<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.

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	RAL INSTRUCTIONS		
Dear Sir / Madam,			
1. DP (Navy) invites you to ten services as per details given in attached	der for the supply of stores/equipment/d Schedule to Tender (Form DP-2).		
the successful bidder is governed by the Rules-2004 and DPP&I-35 (Revised 20	ubsequent contract agreement awarded to he rules / conditions as laid down in PPRA 019) covering general terms & conditions of	Understood agreed	Understood not agreed
you and your firm to first acquainty (www.ppra.org.pk) and DPP&I-35 (Refrom DGDP Registration Cell on Phone the tender. If your firm / company post capability, you must be registered or was a supply of the company post capability.	As a potential bidder, it is incumbent upon aint yourself with PPRA Rules 2004 evised 2019) (print copy may be obtained be No. 051-9270967 before participating in sesses requisite technical as well financial willing to register with DGDP to qualify for the eafter security clearance and provision of the para 15 of this DP-1.		
	cts. The 'Contract' made as result of this Rules 2004 shall mean the agreement	Understood agreed	Understood not agreed
entered into between the parties in Directorate General Defence Purchas accordance with the law of contract A	e. the 'Purchaser' and the 'Seller' on ase (DGDP) contract Form "DP-19" in Act, 1872 and those contained in Defence of DP-35 (Revised 2019) and other special		

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

conditions that may be added to given contract for the supply of Defence Stores /

Services specified herein.

indicate mentio envelop Taxes, Foreign indicate be clea firm, D	e prices quoted ned in IT. It shoupe "Commercia duties, freight/train training, installed separately. To arly mentioned. In P(N) reserves the	er. The commercial in figures as well ald be clearly marked. Offer", tender ransportation, insurar lation commissioning tal price of the items of th	l as in words ed in fact on a number and conce charges FA ng, services T is quoted agains nan one option west technically	in the currency separate sealed date of opening. ATs, local training axes are to be st the tender is to n offered by the vaccepted option	Understoo d agreed	Understoo d not agreed
specific literatu envelop numbe hour af	cations in <u>DUPLI</u> re/brochure, draw pe and clearly ma r and date of ope ter the date and t	CATE (or as speci- vings and compliant arked "Technical O ening. Technical off- time for receipt of te ith IT technical spec	ified in IT) alor ce metrics in a offer" without pr fer shall be ope ender mentione	ng with essential separate sealed rices, with tender ened first; half an ed in DP-2. Firms	Understood agreed	Understood not agreed
S.No	Technical requirement per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	availability enclosed p from brock	uote/ ional g as	
(Firms m	nust clearly identify w	ply, PC = Partially C there their offer does no tions. Tender docu point and understo	ot meet or deviates uments and its	s from IT Specs) s conditions may	Understood agreed	Understood not agreed

c. <u>Special Instructions.</u> Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its

opening date. This should be further placed in another cover (third cover),

addressed and indicated in the te that there is a tender within it.	ender documents, without any indication		
(alongwith annexes), DP-3 and of submitted with the technical offer	and Questionnaires. Form DP-1, DP-2 Questionnaires duly filled in are to be duly stamped/signed by the authorized to mention that all these are essential tender.	Understood agreed	Understoo
f. The tender duly sealed will b	oe addressed to the following:-		
T N N	Directorate of Procurement (Navy) Through Bahira Gate Near SNIDS Centre, Naval Residential Complex E-8 SLAMABAD		
	Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk		
the date and time specified in the Schedu Directorate will not accept any excuse received after the appointed/ fixed appointed time will, however, fall on nexholiday. Only legitimate/registered representender opening. In case your firm has sent courier service, you may confirm their 051-9262311 well before the opening date	of delay occurring in post. Tenders time will NOT be entertained. The kt working day in case of closed/forced entatives of firm will be allowed to attend t tender documents by registered post or receipt at DP (Navy) on Phone No	Understood agreed	Understoo not agreed
6. <u>Tender Opening</u> . Tenders will be tender. Commercial offers will be opened acceptable on examination by technical a for opening of Commercial offer shall registered representative of firm will be all received after date & time specified in DI and returned un-opened i.a.w Rule 28 of	authorities of Service HQ. Date and time be intimated later. Only legitimate / lowed to attend tender opening. Tenders P-2 would be rejected without exception	Understood agreed	Understoo
7. Validity of Offer.			
invariably be 120 days from the da Proposal or 30th June whichever	tations must be indicated and should te of opening of Commercial/Financial er is later. Firm undertakes to extend al number of original bid period (i.e. 120 RA Rule-26.	Understood agreed	Understoo not agreed
of the contract items (s) in any qty(that in case of an additional requirement s) within a period of 12 months from the e will also be supplied at the ongoing	Understood agreed	Understoo not agreed
8. Part Bid. Firm may quote for the tender that the rate quoted, shall apply	he whole or any portion, or to state in y 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, item 9. Understood Understood wise. In case quoted rates are deliberately kept hidden or lumped together to trick 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 a. administrative action if firms registered / indexed for tendered items/stores do not quote / participate. b. It is a standard practice to invite all firm(s) including those un-Understoo Understood registered with DGDP who gave their preliminary budgetary/ technical d agreed 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. 11. Firms shall not withdraw their commercial Withdrawal of Offer. Understood Understood offers before signing of the contract and within validity period of their offers. In agreed not agreed case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year. 12. In case any Provision of Documents in case of Contract. Understood Understood agreed not agreed wins 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 b. respective Department of Commerce authorizing export of subject stores. C. Principal/Agency Agreement. d. Registration with DGDP (Provisional Registration is mandatory) 13. **Treasury Challan.** a. 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). **Earnest Money/Tender Bond:-** Please ensure Earnest Money Not Attached Attached contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or

Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

- Submitting improper Earnest Money. Earnest Money/Bid Security a. 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:-
 - Registered/Indexed/Pre-Qualified Firms. (i) 2% the quoted value subject to maximum ceiling of Rs. 0.500 Million.
 - Registered/Pre-Qualified but Un-indexed Firms. the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - Unregistered/not Pre-Qualified/Un-indexed Firms. the quoted value subject to maximum ceiling of Rs. 1.000 Million.

Return of Earnest Money C.

- 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).

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

Not agreed

S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
C.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form
f.	Bank Statement for last one year.	Financial standing/audit balance 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.

16. <u>Inspection Authority</u> . CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of	Understood agreed	Understood not agreed
the contract.		
17. <u>Condition of Stores.</u> Brand new stores will be accepted on Firm's Warranty/Guarantee Form DPL-15 enclosed with contract.	Understood agreed	Understood not agreed
18. <u>Documents Required</u> . Following documents are required to be submitted along with the quote:	Understood agreed	Understood not agreed
a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence .		
b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.		
c. Original quotation/Principal/OEM proforma invoice.		
d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.		
e. Submit breakup of cost of stores/services on the following lines:		
 (i) Imported material with break down item wise along-with import duties. (ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:- (1) General Sales Tax (2) Income Tax (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable. (4) Any other tax/duty. (iii) Fixed overhead charges like labour, electricity etc. (iv) Agent commission/profit, if any. (v) Any other expenditure/cost/service/remuneration as asked for in the tender. 		
 19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows: a. 1st rejection on Govt. expense b. 2nd rejection on supplier expense c. 3rd rejection contract cancellation will be initiated. 	Understood agreed	Understood agreed
20. <u>Security Deposit/Bank Guarantee.</u> To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount unto 10.9% of the centract value (evaluding Taylor duties freight handling	Understood agreed	Understood not agreed
amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per		

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

21. Integrity Pact. There shall be "ze	ro tolerance" against bribes, gifts, _{Understood} _{Understoo}
commission and inducement of any kind or t	neir promises thereof by Supplier / agreed not agreed
Firm to any Government official / staff whethe	to solicit any undue benefit, favour
or otherwise. Following provisions must be compliance:	learly read & understood for strict

- 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, **PERMANENT BLACKLISTING** of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.
- c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.
- 22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).
- 23. <u>Pre-shipment Inspection</u>. PN may send a team of officers including DP(N) member for the inspection of major equipment's and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

Understood agreed	Understoo not agreed
Understood agreed	Understoo not agreed

	Amendment to Contract. Contract may be amended/modified to include clause (s) modify the existing clauses with the mutual agreement by the er and the purchaser; such modification shall form an integral part of the	Understood agreed	Understood not agreed
contra	, , , , , , , , , , , , , , , , , , , ,		
	Discrepancy . The consignee will render a discrepancy report to all render within 60 days after receipt of stores for discrepancies found in the gament. The quantities found short are to be made good by the supplier, free	Understood agreed	Understood not agreed
of cos	t.		
26.	Force Majeure.		
	a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.	Understood agreed	Understood 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.		
	<u>Arbitration.</u> Parties shall make their attempt to settle all disputes arising this contract through friendly discussions in good faith. In the event that	Understood agreed	Understood not agreed
progre writte	party shall perceive such friendly discussion to be making insufficient ess towards settlement of dispute (s) at any time, then such party may be notice to the other party refer the dispute (s) to final and biding arbitration ovided below:		
	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.

executed except that part which is under arbitration		
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 at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.	Understood agreed	Understoo not agreed
29. <u>Liquidated Damages (LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DP-35, if the stores supplied after the expiry of the delivery date without any valid	Understood agreed	Understood not agreed
reasons. Total value of LD shall not exceed 10% of the contract value.		
30. Risk Purchase. In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.	Understood agreed	Understood not agreed
Expense (NE) of the supplier in accordance with DF-55.		
31. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment	Understood agreed	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.	Understood agreed	Understo
33. Termination of Contract. a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.	Understood agreed	Understood not agreed
b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:		

The arbitration award shall be firm and final.

In course of arbitration the contract shall be continuously be

C.

d.

- (i) To have any part thereof completed and take the delivery thereof at the contract price or.
- (ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.
- (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.

	and expense (RE) of the Supplier.		
	Rights Reserved. Directorate of Procurement (Navy), Rawalpindi es full rights to accept or reject any or all offers including the lowest.	Understood agreed	Understo not agree
	ds for such rejections may be communicated to the bidder upon written st, but justification for grounds is not required as per PPRA Rule 33 (1).		
with th	Application of Official Secrets Act, 1923. All the matters connected is enquiry and subsequent actions arising there from come within the scope	Understood agreed	Understoo not agreed
comple	Official Secrets Act, 1923. You are, therefore, requested to ensure ete secrecy regarding documents and stores concerned with the enquiry limit the number of your employees having access to this information.		
	Acknowledgment. Firms will send acknowledgement slips within 07 days ne date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood agreed	Understoo not agreed
37.	<u>Disqualification.</u> Offers are liable to be rejected if:-	Understood	Understood
	a. Received later than appointed/fixed date and time.	agreed	not agreed
	 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		

j. Subject to restriction of export license.
 k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.

Manufacturer's relevant brochures and technical details on major

Treasury challan is NOT attached with the technical offer.

equipment assemblies are not attached in support of specifications.

Multiple rates are quoted against one item.

f.

g.

h.

- If the authorization letter/ agency/ dealership/ distribution agreement is 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.
- Principals invoice in duplicate clearly indicating whether prices n. quoted are inclusive or exclusive of the agent commission is not enclosed.
- Earnest money is not provided.
- Earnest Money is not provided with the technical offer (or as q. specified).
- If validity of offer is not quoted as required in IT or made subject to confirmation later.
- 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.
- If OEM and principal name and complete address is not mentioned.
- Original Principal Invoice is not attached with offer. ٧.

38.	Appeals	s by	Supp	lier/l	<u>Firm.</u>	Any	aggrieved	Supplie	r/Firm	again	st '	the
decisio	on of DP	(N)	or CINS	or a	ny othe	er pro	oblematic a	rea towa	rds the	execu	ition	n of
the co	ontract	may	prefer	an	Appea	ıl to	Standing	Appeal	Comm	nittee	(SA	AC)
compr	ising PN	Offic	ers and	l mili	tary fin	ance	rep at Nav	al heado	quarters	s, Islan	1ab	ad.
The de	etail and	timel	ine for p	orefe	rring a	ppea	ls is given b	pelow:				

S.No.	Category of Appeal	Limitation Period
a.	Appeals for liquidated damages	Within 30 days of decision
b.	Appeals for reinstatement of contracts	Within 30 days of decision
C.	Appeals for risk & expense amount	Within 30 days of decision
d.	Appeals for rejection of stores	Within 30 days of decision
e.	Appeals in all other Cases	Within 30 days of decision

<u>Limitation.</u> Any appeal received after the lapse of timelines given in para 38 above shall not be entertained.

Understood Understood agreed not agreed 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 agreed not agreed 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.

41. For Firms not Registered with DGDP.

Firms not registered with DGDP undertake to apply for registration with DGDF signing of Contract. Details can be found on DGDP 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.

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

)		
์ 1 า		
al y r	Understood agreed	Understood not agreed

Understood

not agreed

Understood

agreed

Understood

agreed

Understood

not agreed

after technical opening. Firms undertake to provide following documents for ground check by FS Team: NTN a. Income Tax Return b. Sales Tax Return C. d. Sales Tax Certificate Chamber of Commerce Industry Certificate e. Professional Tax Certificate (Excise & Taxation) f. Office/Home/Ware House Property documents g. Utility Bills (Phone/Electricity) h. Firm Vehicle/Personal Vehicle į. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO k. **DGDP** Registration letter l. Firm Bank Statement m. n. Non Black List Certificate 2 X Witness + CNIC and Mobile Numbers p. Police Verification q. Agency Agreement r. **OEM Certificate** s. ISO Certificate t. Stock List with value u. Company Profile/Broachers ٧. **Employees List** W. Firm Categories Χ. Sole Proprietor Certificate у. Partnership Deed Z. Pvt Limited aa. Memorandum of Articles ab. Form 29 and Form A ac. **Incorporation Certificate** ad. Understood not agreed

Agree	We solemnly undertake that all IT clauses marked as "Understood & ed" shall not be changed / withdrawn after tender opening. The IT provisions of the shall form the baseline for subsequent contract negotiations.	Underste
44.	The above terms and conditions are confirmed in total for acceptance.	
45.	Format 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>1 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/Contractor
(iv)	Name of Guarantor
(v)	Address of Guarantor
(vi)	Amount of Guarantee Rs
(
,	(in words)
(VII)	Date of expire of Guarantee
	The President of Islamic Republic of Pakistan through the roller of Military Accounts (Defence Purchase) Rawalpindi.
Sir,	
1.	Whereas your good self have entered into Contract No.
	with Messer's
	(Full Name and Address)
Contr custo	nafter referred to as our customer and that one of the conditions of the act is the submission of unconditional Bank Guarantee by our mer to your good self for a sum of Rses/FE
	In compliance with this stipulation of the contract, we hereby agree ndertake as under: -
	To pay to you unconditionally on demand and/or without any ence to our Customer and amount not exceeding the sum or Rs. Rupees or FE (as applicable) as would be mentioned in your
writte	n Demand Notice.
Willia	n Bemana Notice.
٥.	To keep this Guarantee in force till
ahead stores Custo f any this E ast d shall paym	That the validity of this Bank Guarantee shall be kept one clear year of the original/extended delivery period or the warrantee of the which so ever is later in duration on receipt of information from our or from your office. Claim, must be duly received by us on or before this day. Our liability under Bank Guarantee shall cease on the closing of banking hours on the ate of the validity of this Bank Guarantee. Claim received thereafter not be entertained by whether you suffer a loss or not. On receipt of ent under this guarantee, this document i.e. Bank Guarantee must be a cancelled, discharged and returned to us.

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.
e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs (Rupees).
f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.
g. That this an unconditional Bank Guarantee, which shall be enchased on sight on presentation without any reference to our Customer/Seller or Vendor.
Guarantor
Dated: (Bank Seal and Signatures)
(Bank Seal and Signatures)

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

Mr	Authorized signatory/
Partner/MD of M/s	, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (A	ir) and Directorate General Defence Purchase, Ministry
of Defence Production, F	Rawalpindi that our firm M/s
has applied for registration	n with Director General Defence Purchase (DGDP) duly
completed all the docume	nts required by registration section on (date)
i,e before signing the cor	ntract. I certify that the above mentioned statement is
correct. In case it is det	ected on any stage that our firm has not applied for
registration with Director (General Defence Purchase or statement given above is
incorrect, our firm will be	liable for disciplinary action initiated (i,e debarring, the
	er Defence Establishment and Govt Agencies). I also
accept that any disciplina	ry action taken will not be challenged in any Court of
Law.	
	0' '
O:	Signature
Station:	Name:
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No. 2490307/R-2412/310202 dated 28-10-2024. This tender will be closed for Acceptance at 1030 Hours and will be opened at 1100 Hours on. 07-01-2025 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.

_

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. **Currency.** Pak Rupees

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

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 conditions, offer will liable for rejection.</u>

Annex A to NHQs Indent No: 2490307 Dated: 28 Oct 24

0	Lane.					
1.	a.			omparison Test Pump with Gauge inclusive o		
	accessories for PND/ PCBD&F Deptt.					
	It to the Commenter Test Dumn with Course					
	b. <u>Technical Specifications:</u> Hydraulic Comparison Test Pump with G					
	must h	have fo	ollowing or higher features/ fund	ctions;		
		_		T 6 18 11		
		S	Description	Specifications		
	H :	No	Barrer Barrer	0 to 20,000 PSI (14000 Bar)		
		(1)	Pressure Range Reservoir Volume	150 cc		
	1. 1.5	(2)	Screw Press Displacement	5.5 cc		
		(4)	Priming Pump Displacement	THE RESERVE ASSESSMENT OF THE PARTY OF THE P		
		(5)	Body Material	Stainless Steel		
	C.	Mano	latory Accessories: Hydraulio	Comparison Test Pump with Gauge must		
	supplie operat	Manded with tions in (1) (2) (3)	latory Accessories: Hydraulic hall mandatory accessories in cluding but not limited to follow 2 x Test Port Adapters 1/8, 3/2 x P5551 Pointer Remover/ 1 x O-Rings Viton.	c Comparison Test Pump with Gauge must required to perform above mentioned functioning: 8 and ½ NPT or BSP. Punch.		
	supplie operat	Manded wittions in (1) (2) (3)	latory Accessories: Hydraulic hall mandatory accessories in cluding but not limited to follow 2 x Test Port Adapters 1/8, 3/2 x P5551 Pointer Remover/ 1 x O-Rings Viton.	c Comparison Test Pump with Gauge must required to perform above mentioned functioning: 8 and ½ NPT or BSP. Punch. anufactured/ fresh batch, OEM certified and mentioned functions.		
	supplie operate Note: not be	Manded wittions in (1) (2) (3) The explorer	latory Accessories: Hydraulic hall mandatory accessories including but not limited to follow 2 x Test Port Adapters 1/8, 3/2 x P5551 Pointer Remover/ 1 x O-Rings Viton.	c Comparison Test Pump with Gauge must required to perform above mentioned functioning: 8 and ½ NPT or BSP. Punch. anufactured/ fresh batch, OEM certified and mentioned functions.		

S NO	GENERAL TERMS & CONDITIONS
1.	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.
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 on 'FOR' basis. (2) Joint Inspection. (3) Provision of documents.
	c. 20% payment upon Successful completion of the following:
	(1) Installation & commissioning. (2) Operator/ Maintainer Training. (3) Issuance of acceptance certificate.
	d. 20% payment on issuance of CRV by consignee.
3.	WARRANTY/ GUARANTEE:
	a. Supplier is to guarantee that product is as per specs of the contract.
	b. 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.
)	c. 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.
	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 in use shall be found specifications, or in any Joint Inspection; without any additional cost within 30-60 days.
	f. 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.

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:
 - (1) Operating Manual (Coloured Copy)
 - (2) Maintenance manual with component level circuit diagram (Coloured copy)
 - (2) Illustrated Parts Catalogue (IPC).
 - (3) Complete priced spare parts list to be provided.

8. TRAINING (OPERATOR/ MAINTAINER)

- a. 05 x days operators training for 4 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:
 - (1) 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.

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

9. ADDITIONAL INSTRUCTIONS:

Certification Requirement

- 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.

8

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

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

Joint Inspection Committee

I. 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:

- (1) 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).
- 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 sub-



components 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.

22. 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
- (6) 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.

85. 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 & A	ppointment)
n b	pehalf of	
	(Name for Fin	m/ Contractor)
	(With address and	Telephone number)
mp	3 and conditions here in after contained.	abide by the provision of Official Secrets A Breach of these provision on my part or a ner penalty under law, will render immedia
		Sig
		Status/ Appointment Place
		Date
	Signature of Witness	
	Name (in block capital	
		Date Seal & Date
	Name (in block capital	Date Seal & Date
	Name (in block capital	Date Seal & Date

Appendix-II	to Annex B
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, i any administrative s	hereby declares that it has not obtained or induced the procurement of rest, privilege or other obligation or benefit from Government of Pakistan or ivision or agency thereof or any other entity owned or controlled by it (Govt a corrupt business practice.)
it has fully declared or agreed to give a directly or indirectly broker, consultant, gratification, bribe, fi the object of obtain	the generality of the foregoing, M/s represents and warrants that brokerage, commission, fees etc, paid or payable to anyone and not given shall not give or agree to give the anyone within or outside Pakistan either ough any neutral or juridical person, including its affiliate, agent, associate, ector, promoter, shareholder, sponsor or subsidiary, any commission, or's fee or kickback, whether described as consultation fee or otherwise, with or inducing the procurement of a contract, right, interest, privilege or other whatsoever form, from the Govt of Pakistan, except that which has been uant hereto.
and arrangements v	certifies that it has made and shall make full disclosure of all agreements all persons in respect of or related to the transaction with Govt of Pakistan action or shall not take any action to circumvent the above declaration, nty.
declaration, not mal- purpose of this decl privilege or other of any other rights ar	accepts full responsibility and strict liability for making any false full disclosure, misrepresenting facts or taking any action likely to defeat the ion, representation and warranty. It agrees that any contract, right, interest, ition or benefit obtained or procured as aforesaid shall, without prejudice to emedies available to Govt of Pakistan under any law, contract or other at the option of Govt of Pakistan.
Notwithstand Supplier] agrees to its corrupt business equivalent to ten tim	any rights and remedies exercised by Govt of Pakistan in this regards, [the emnify Govt of Pakistan for any loss or damage incurred by it on account of actices and further pay compensation to Govt of Pakistan in an amount the sum of any commission, gratification, bribe, finder's fee or kickback given aforesaid for the purpose of obtaining or inducing the procurement of any privilege or other obligation or benefit in whatsoever form, from Govt of
The Purcha	[The Supplier]

	DP-3
TENDER NO	NAME OF THE FIRM
To:	WOBILE NO
	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
DEAR SIR	DATE
ACCEPTANCE OF TENDER AT THE PRICES OFFERED THAT THIS OFFER WILL REMAIN VALID UP TO 120 TERMS OF RATES QUOTED AND THE CONDITIONS A I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCITIME. 2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO CONTRACT IN FORM NO. DP-35 (REVISED 2019) OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTO CONDITIONS GOVERNING CONTRACTS" ASPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUE	PORTION THEREOF AS YOU MAY SPECIFY IN THE AGAINST THE SAID SCHEDULE AND FURTHER AGREE DAYS AND WILL NOT BE WITHDRAWN OR ALTERED IN LREADY STATED THEREIN OR ON BEFORE THIS DATE. SEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBED OF TENDERS AND GENERAL CONDITIONS GOVERNING INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT DRATE GENERAL DEFENCE PURCHASE) "GENERAL AND HAVE THOROUGHLY EXAMINED THE IOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO A	ND FORM PART OF THIS TENDER:
A	
C	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(CAPACITY IN WHICH SIGNING) ADDRESS:
*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUM	MENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-
(a) WHETHER SIGNING AS "SOLE PROPRIET (b) WHETHER SIGNING AS A "REGISTERED A" (c) WHETHER SIGNING FOR THE FIRM "PER I	ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.

- (c) (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.
- Principal's Proforma invoice (in original) (e)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

$\frac{\text{NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON BID SECURITY/EARNEST}}{\text{MONEY}}$

IMPORTANT

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

1.	Name:
2.	Father's Name:
3.	Address (Residential:
4. 5.	Designation in Firm:
	(Attach Copy of CNIC)
6.	NTN:(Attach Copy of NTN)
7.	Firm's Address:
8.	Date of Establishment of Firm:
9.	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. ttach 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)