#### **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	•							
Firm Nam								
	dress			<del> </del>				
Email Add	dress for Correspondence							
Contact F	erson Name							
Contact N	lumber (Landline	) (Mol	bile	)				
	nts to be Attached with Quotation: Find ain 03 x Sealed Envelops as per details			oposal in a seale	ed envelope which			
-								
	Envelop 1 - Technical Offer in Duplica relope must contain 02 x sets of Technic		x Origi	nal + 01 x Copy)	Fach Set must			
	following documents as per this order an							
	e documents have been attached:							
S No	Document			Original Set	Copy Set			
1.	Bank Challan							
2.	Principal Authorization Letter (where a		<u> </u>					
3.	Principal Invoice (Muted–without applicable)		(where					
4.	DP -1 Form of IT (with compliance remains							
5.	DP – 2 Form of IT with compliance ren	narks agains	t each					
6	clause.							
6. 7.	Technical Offer / Specs Annexes of IT							
8.	DP-3 form of IT (dully filled & signed)							
9.	DGDP Registration Letter (If firm in DGDP)	is registered	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							
	OEM to be clearly mentioned).							
14	Country of Origin (Must be mentioned	)						
Sealed	Envelop 2 – Earnest Money: This En	velop must c	ontain E	Earnest Money o	nly.			
Sealed	Envelop 3 - Commercial Offer: This	Envelop mus	st conta	in following docu	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	riginal				
E11. D.	alamatian It is a control to							

<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>	
	,	<b>-</b> 19	

#### **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@paknavv.gov.pk M/s\_\_\_\_\_ Date INVITATION TO TENDER AND GENERAL INSTRUCTIONS Dear Sir / Madam, DP (Navy) invites you to tender for the supply of stores/equipment/ services as per details given in attached Schedule to Tender (Form DP-2). 2. Caution: This tender and subsequent contract agreement awarded to Understood Understood the successful bidder is governed by the rules / conditions as laid down in PPRA agreed not agreed Rules-2004 and DPP&I-35 (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1. **Conditions Governing Contracts.** The 'Contract' made as result of this 3. Understood Understood agreed not agreed I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and those contained in Defence

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

Purchase Procedure & Instructions and DP-35 (Revised 2019) and other special 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	Commercial Offer.  e prices quoted in ned in IT. It should pe "Commercial Commercial Com	figures as well be clearly marked of the clearly marked of the items case of more the ght to accept love.	as in words ed in fact on a number and december and december FAng, services Tes quoted agains an one option vest technically	in the currency separate sealed late of opening. Ts, local training axes are to be at the tender is to offered by the accepted option	Understoo d agreed	Understoo d not agreed	
b. <u>Technical Offer: (Where Applicable).</u> Should contain all relevant specifications in <u>DUPLICATE (or as specified in IT)</u> along with essential literature/brochure, drawings and compliance metrics in a separate sealed envelope and clearly marked "Technical Offer" without prices, with tender number and date of opening. Technical offer shall be opened first; half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:							
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	from brock	uote/ ional ng as		
	nd: C = Fully Comply,						
c. please tender due to highlic		e their offer does no es. Tender docu pint and understo e responded cle f tender conditi	uments and its cod properly be early. In case cons(s), the sa	conditions may efore quoting. All of any deviation ame should be	Understood agreed	Understood not agreed	

d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and 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),

that there is a tender within it.			
(alongwith annexes), DP-3 and C submitted with the technical offer	nd 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 not agreed
f. The tender duly sealed will b	e addressed to the following:-		
T N N	irectorate of Procurement (Navy) hrough Bahira Gate lear SNIDS Centre, aval Residential Complex E-8 SLAMABAD		
	ontact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 mail: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk		
the date and time specified in the Schedul 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 t working day in case of closed/forced entatives of firm will be allowed to attend 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 of tender. Commercial offers will be opened acceptable on examination by technical after opening of Commercial offer shall registered representative of firm will be allowed after date & time specified in DF and returned un-opened i.a.w Rule 28 of F	uthorities of Service HQ. Date and time be intimated later. Only legitimate / owed to attend tender opening. Tenders P-2 would be rejected without exception	Understood agreed	Understor
7. Validity of Offer.			
invariably be 120 days from the dat <b>Proposal</b> or 30th June whicheve	tations must be indicated and should be of opening of <b>Commercial/Financial</b> er is later. Firm undertakes to extend I number of original bid period (i.e. 120 RA Rule-26.	Understood agreed	Understoo not agreed
of the contract items (s) in any qty(s	nat in case of an additional requirement s) within a period of 12 months from the will also be supplied at the ongoing	Understood agreed	Understoo not agreed
8. <b>Part Bid.</b> Firm may quote for the tender that the rate quoted, shall apply	ne whole or any portion, or to state in only if the entire quantity/range of		

addressed and indicated in the tender documents, without any indication

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. Withdrawal of Offer. Firms shall not withdraw their commercial 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 Earnest Not ensure Money 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:-

- a. <u>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.
- b. **Rates for Contract**. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
  - (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
  - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
  - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

#### c. Return of Earnest Money

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

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

S No	ocal 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 <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> <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> </li></ul>		
<ul> <li>19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows:         <ul> <li>a. 1<sup>st</sup> rejection on Govt. expense</li> <li>b. 2<sup>nd</sup> rejection on supplier expense</li> <li>c. 3<sup>rd</sup> rejection contract cancellation will be initiated.</li> </ul> </li> </ul>	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	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 "zero tolerance" against bribes, gifts,	Understood	Understoo
commission and inducem	nent of any kind or their promises thereof by Supplier /	agreed	not agreed
Firm to any Government	official / staff whether to solicit any undue benefit, favour		
or otherwise. Following prompliance:	provisions must be clearly 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	Understoo
agreed	not agreed
Understood	Understoo
agreed	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	•		
	<u>Discrepancy</u> . The consignee will render a discrepancy report to all rned within 60 days after receipt of stores for discrepancies found in the gnment. 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 writter	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.

d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration		
e. All proceedings under this clause shall be conducted in English language and in writing		
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	Understood agreed	Understood not agreed
Expense (RE) of the supplier in accordance with DP-35.		
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 not agree
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.

C.

- (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
	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).		
	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:-	** 1 . 1	** 1 . 1
	a. Received later than appointed/fixed date and time.	Understood agreed	Understood not agreed
	<ul><li>b. Offers are found conditional or incomplete in any respect.</li><li>c. There is any deviation from the General /Special/Technical</li></ul>		
	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.

equipment assemblies are not attached in support of specifications.

Treasury challan is NOT attached with the technical offer.

Manufacturer's relevant brochures and technical details on major

Multiple rates are quoted against one item.

f.

g.

h.

- I. 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.
- 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.
- 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.

38.	<b>Appea</b>	ls by	Supp	lier/	<u>Firm.</u>	Any	aggrieved	Supplier	r/Firm	agains	st	the
dec	ision of DF	P (N) c	or CINS	or a	iny oth	er pro	oblematic a	rea towar	ds the	execut	tior	n of
the	contract	may	prefer	an	Appe	al to	Standing	Appeal	Comm	nittee (	(SA	₹C)
com	prising PN	N Offic	ers and	l mil	itary fir	nance	rep at Nav	al headq	uarters	s, Islam	ab	ad.
comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:												

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

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

# 40. <u>SECRECY / NON DISCLOSURE AGREEMENT (NDA)</u> 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.

#### 41. For Firms not Registered with DGDP.

Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website <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 provisional registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tender

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3	Understood agreed	Understood not agreed
t	Understood agreed	Understood not agreed
ı		
,	Understood agreed	Understood not agreed
<b>.</b>		
    -	Understood agreed	Understood not agreed

Understood

agreed

Understood

not agreed

after technical opening. Firms undertake to provide following documents for ground check by FS Team:

a.	NI <sup>-</sup>	ΓN	
a.	I V	111	

- 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
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- I. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- s. OEM Certificate
- t. ISO Certificate
- u. Stock List with value
- v. Company Profile/Broachers
- w. Employees List
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

Agree	We solemnly undertake that all IT clauses marked as "Understood & d" shall not be changed / withdrawn after tender opening. The IT provisions ted shall form the baseline for subsequent contract negotiations.	Understood agreed	Understood not agreed
44.	The above terms and conditions are confirmed in total for acceptance.		
45.	Format of DPL-15 (DP2 form) and PBG are enclosed as Annex A & B.		

Sincerely yours,
 (To be Signed by Officer Concerned Rank:

#### **DPL-15 (WARRANTY / GUARANTEE)**

FIRM'S NAME: M/s_		

- 1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.
- 2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).
- 3. This warranty shall remain valid for <u>01 Year</u> after the acceptance of stores by the end user

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

SIGNATURE
DATE
PLACE

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

(i)	Contract No	dated	
(ii)			
(iii)	Address of Firm/Contractor _		
(iv)	Name of Guarantor		
(v)	Address of Guarantor		
(vi)	Amount of Guarantee Rs		
(			)
,	•	n words)	
(VII)	Date of expire of Guarantee_	<del>.</del>	
	The President of Islamic stroller of Military Accounts (D	•	_
Sir,			
1.	Whereas your good self have	e entered into Contract No.	dated
	with Messer's		
	(Full Name ar		
custo	tract is the submission of ucomer to your good self for a sees/FE (as		
	In compliance with this stipul undertake as under: -	ation of the contract, we hereby	/ agree
	To pay to you uncondition rence to our Customer and a	•	m or Rs. oplicable)
writte	en Demand Notice.	as would be membried	iii youi
b.	To keep this Guarantee in fo	rce till	<b>.</b>
Store Cust if any this last of shall payn	That the validity of this Bank ad of the original/extended dees which so ever is later in dur tomer i.e. M/s	ation on receipt of information or from your office on or before this day. Our liabi on the closing of banking hou of Guarantee. Claim received to office you suffer a loss or not. On a document i.e. Bank Guarantee	e of the from our out. Claim, lity under rs on the hereafter receipt of

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)

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

Mr	Authorized signatory/
	, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air	r) and Directorate General Defence Purchase, Ministry
of Defence Production, Ra	awalpindi that our firm M/s
has applied for registration	with Director General Defence Purchase (DGDP) duly
completed all the documen	ts required by registration section on (date)
i,e before signing the conf	tract. I certify that the above mentioned statement is
	cted on any stage that our firm has not applied for
· ·	eneral Defence Purchase or statement given above is
•	able for disciplinary action initiated (i,e debarring, the
	er Defence Establishment and Govt Agencies). I also
	y action taken will not be challenged in any Court of
Law.	
	Signature
Station:	
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

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

- 1. Schedule to Tender No. 2490306/R-2412/310199 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.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	SYSTEM 8 (BOARD MASTER)	01	TRIOL	TRIOL
	Detailed:			
	Technical Specification Special Instructions: Technical Specification alongwith mandatory accessories spares list As per Annex A.  General Terms & Conditions:			
	As per Annex B.			
	mentioned price includes 18% sale Please tick Yes or No)	Yes		No
TAX (F	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. 06 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. 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.

#### 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).
- 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</u> and conditions, offer will liable for rejection.

S NO	TECHNICAL SPECIFICATIONS
1.	a. Scope of Supply: 1 x System 8 (Board Master) inclusive of all accessories for PND PCBD&F Deptt.
	b. <u>Technical Specifications:</u> System 8 (Board Master) must have following on higher features/ functions:
	(1) 1 x System 8 64 Channel Advance Test Modules (BFL) and Cable Set.
	(2) 1 x System 8 24 Channel Advance IC Tester Modules (AICT) and Cable Set.
	(3) 1 x System 8 Advance Matrix Scanner (AMS) and Cable Set.
H	(4) 1 x System 8 Programmable Power Supply (PPS) and Cable Set.
	(5) 1 x System 8 Multiple Instrument Station Module (MIS4) and Cable Set.
100	(6) 1 x System 8 Automatic Out-of-circuit adapter.
	(7) 1 x System 8 Ultimate Software.
	(8) 1 x DIL Test Clip Set.
	(9) 1 x SOIC Test Clip Set.
	(10) 1 x LED Display.
	Note: The equipment shall be recently manufactured/ fresh batch, OEM certified and manufactured fresh batch fresh batc
3.	Acceptable Makes:
	M/s ABI Electronics (Model: FIT-920012 System 8 Board Master) or equivalent.



Annex B to NHQs Indent No:2490306 Dated: 28 Oct 24

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

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

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

#### 5. CONTINUOUS LOGISTIC SUPPORT

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

#### 6. EXCHANGE AND REPLACEMENT OF PARTS AT STANDARD COST

- a. Supplier should provide cost (price list) for all the assemblies/ subassemblies for next 05 years at the time of supply/ delivery of the equipment at NSD for standard replacement.
- 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 containing operating & programming instructions.
  - (2) Service Manual.
  - (3) Document containing licenses keys of software operations.

#### 8. TRAINING (OPERATOR/ MAINTAINER)

- a. 03 x days operators training for 3 x PN trainees is to be provided by the OEM/ Authorise 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.
- Supplier through of delivery of stores.
- c. 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.
- Supplier is to provide following documentation at the time of inspection:
  - (1) Firm's Warranty/ Guarantee on form "DPL-15" for functionality/ serviceability of the item(s).
  - (2) OEM Test Certificate.
- e. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/ agent /stockiest will not be acceptable.

#### Certificate of Conformance (CoC) by OEM

- f. Firm/ Supplier shall provide correct and valid e-mail and fax No to CINS and DP(N). Supplier/ contracting firm shall either provide OEM Conformance certificate to CINS or is to be e-mailed to CINS under intimation to DP(N). Hard copy of CoC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Supplier/ contracting firm rendering false OEM conformance Certificates will be black listed. OEM Certificate of Conformity (CoC) must have following information:
  - (1) Description of Store alongwith Quantity.
  - (2) Part/ Pattern No of Store.
  - (3) Manufacturer Identification (Name Address and Contact No).
  - (4) Date/Period of manufacture.
  - (5) List of Nos. (Serial, Batch or Lot) as endorsed/ engraved on the stores (as applicable).
  - (6) Details of Test Reports (FATs/ OEM Lab Test Report) alongwith dates and tests conducted (as possible).
  - (7) Details of third party testing authority (if their services used).
  - (8) List of safety/ regulatory standards (as possible).
  - (9) Conformance to Standard/ Specifications quoted in the Contract.

#### **Technical Rejection**

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

#### **Additional Purchase**

h. Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of

stores within next 12 months after the completion date of the contract, the Supplier shall provide the item at the cost by calculating inflation rate/ appreciation or depreciation rate announced by Government of Supplier's country. The Supplier may however sell stores at a lower cost.

#### Accessories

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

#### Packing

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 Fire 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 spar 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 receipt of stores for 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 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 sanction 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.
- 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 forcemajeure 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.
- 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
- DP (N) is requested to ensure that commercial offer clearly indicates above listed prices.

#### 23. TSR

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

#### 24. INTEGRITY PACT

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

#### 25. INSTALLATION & COMMISSIONING

- 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)

on b	ehalf of	
	(Name for	Firm/ Contractor)
_	(With address a	nd Telephone number)
emp	3 and conditions here in after contains	o abide by the provision of Official Secrets ed. Breach of these provision on my part or other penalty under law, will render imme
		Sig
		Status/ Appointment
		Place Date
		Date
1.	Signature of Witness	
4.	Name (in block capital	
	CNIC No	Seal & Date
	(Please attach photocopy) Address	
2.	Signature of Witness	
	Name (in block capital	Seal & Date
	(Please attach photocopy)	
	Address	
	Address	

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, any administrative s	hereby declares that it has not obtained or induced the procurerest, privilege or other obligation or benefit from Government of Padivision or agency thereof or any other entity owned or controlled by ny corrupt business practice.	kistan or
it has fully declared or agreed to give a directly or indirectly broker, consultant, gratification, bribe, to the object of obtain	g the generality of the foregoing, M/s represents and warn be brokerage, commission, fees etc, paid or payable to anyone and it is shall not give or agree to give the anyone within or outside Pakist brough any neutral or juridical person, including its affiliate, agent, a director, promoter, shareholder, sponsor or subsidiary, any conder's fee or kickback, whether described as consultation fee or otherway or inducing the procurement of a contract, right, interest, privilege in whatsoever form, from the Govt of Pakistan, except that which it is suant hereto.	not given an either associate, amission, wise, with or other
and arrangements	certifies that it has made and shall make full disclosure of all age h all persons in respect of or related to the transaction with Govt of my action or shall not take any action to circumvent the above de anty.	Pakistan
declaration, not mal purpose of this dec privilege or other of any other rights as	accepts full responsibility and strict liability for making a g full disclosure, misrepresenting facts or taking any action likely to dration, representation and warranty. It agrees that any contract, right gation or benefit obtained or procured as aforesaid shall, without preferences available to Govt of Pakistan under any law, contract ble at the option of Govt of Pakistan.	lefeat the interest, ejudice to
Notwithstand Supplier] agrees to its corrupt busines equivalent to ten tin	ing any rights and remedies exercised by Govt of Pakistan in this region demnify Govt of Pakistan for any loss or damage incurred by it on a practices and further pay compensation to Govt of Pakistan in are the sum of any commission, gratification, bribe, finder's fee or kickboas aforesaid for the purpose of obtaining or inducing the procurement, privilege or other obligation or benefit in whatsoever form, from	amount ack given ack of any
The Purcha	er] [The Supplier]	-

			DP-3
TENDER NO		ME OF THE FIRM	
		OP REGISTRATION DRESS	
		LEPHONE NO	
		FICIAL E-MAIL	
		X NO BBILE NO	
To:	IVIC	DIEL IVO	
		ate of Procurer	nent (Navy)
	_	Bahira Gate DS Centre,	
		sidential Compl	ov F-8
	ISLAMAE	•	GY F-0
	Contact:		051-9262311
		•	0331-5540649
		Section:	051-9262304
		n@paknavy.go	
		<u>lpn31pre@pakr</u>	<u>avy.gov.pk</u>
DEAR SIR	DA	TE	
1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR SCHEDULE TO THE TENDER INQUIRY OR SUCH 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.	PORTION THE DAGAINST THE DAYS AND WALREADY STA	HEREOF AS YOU N HE SAID SCHEDULE VILL NOT BE WITHDF TED THEREIN OR OI	MAY SPECIFY IN THE AND FURTHER AGREE RAWN OR ALTERED IN N BEFORE THIS DATE.
2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO CONTRACT IN FORM NO. DP-35 (REVISED 2019) OF PAKISTAN, MINISTRY OF DEFENCE (DIRECT CONDITIONS GOVERNING CONTRACTS" SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUAWARE OF THE NATURE OF THE STORES REQUIRED ACCORDANCE WITH THE REQUIREMENTS.	INCLUDED IN ORATE GEN AND HAVI JOTED IN THI	THE PAMPHLET ENT ERAL DEFENCE PO THOROUGHLY E SCHEDULE HERET	FITLED, GOVERNMENT JRCHASE) "GENERAL EXAMINED THE O AND AM/ARE FULLY
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO A	ND FORM PA	RT OF THIS TENDER:	
A			
В	.,		
C	YO	URS FAITHFULLY,	
	(Sid	SNATURE OF TENDER	RER)
	(CA	PACITY IN WHICH SIG	 GNING)
		DRESS:	
		ΓΕ	
	_	NATURE OF WITNES DRESS	
*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCU			

- - WHETHER SIGNING AS "SOLE PROPRIETOR" OF THE FIRM OR HIS ATTORNEY. (a)
  - (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.
  - Principal's Proforma invoice (in original) (e)
  - 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:
	Address (Residential:
4.	Designation in Firm:
	(Attach Copy of CNIC)
6.	NTN:
7.	(Attach Copy of NTN) Firm's Address:
	Date of Establishment of Firm:
	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)