Tender Covering Form

Directorate of Procurement (Navy)

Through Bahira Gate, Near SNIDS Centre, Naval Residential Complex E-8
ISLAMABAD
Contact: Reception: 051-8

Reception: 051-9262306 Bahria Gate: 0331-5540649 Section:

051-9262309

Email:

dpn@paknavy.gov.pk

Adpn31pre@paknavy.gov.pk

P-31/PRE Section (Contact; 0519262304, 05120062059, Email: adpn31pre@paknavy.gov.pk)

Tender N	o & Date		
Tender D	escription		
IT Openir	· · · · · · · · · · · · · · · · · · ·		
Firm Nam			
Postal Ad	<u> </u>		• .
•			
	dress for Correspondence		
Contact F	Person Name		
Contact N	lumber (Landline) (Mobile		
shall cont	nts to be Attached with Quotation: Firm is to submit its prain 03 x Sealed Envelops as per details given below: Envelop 1 – Technical Offer in Duplicate	roposal in a seale	d envelope which
	/elope must contain 02 x sets of Technical Offer (01 x Origin	nal + 01 x Copy).	Each Set must
contain :	following documents as per this order and Supplier is to ma		
	se documents have been attached:		
S No	Document Bank Challen	Original Set	Copy Set
1. 2.	Principal Authorization Letter (where applicable)		<u>-</u>
3.	Principal Invoice (Muted-without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP – 2 Form of IT with compliance remarks against each clause.		
6.	Technical Offer / Specs		
7.	Annexes of IT		<u> </u>
8.	DP-3 form of IT (dully filled & signed)		
9.	DGDP Registration Letter (If firm is registered with DGDP)		
10.	Income tax Filling Proof.		
11.	Sales Tax registration Proof.		
12.	CEO Name & CNIC No.		•
13.	Imported with OEM CoC (Certificate of Conformance)		
	compatible to preferred makes given in of Annex A. (Name & Country of OEM to be clearly mentioned).		
14.	Country of Origin (Must be mentioned).		<u></u>
	Envelop 2 - Earnest Money: This Envelop must contain E	Earnest Money on	ly,
Sealed I	Envelop 3 – Commercial Offer: This Envelop must contain	in following docum	nents:
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	
Firm's De	eclaration: It is certified that we have submitted	ed tender in con	noliance with abo

instructions and we understand that our offer is liable to rejection if tender is not prepared / packed as per above instructions.

Į	Litm,	8/	Aut	horized	Signatures	.

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)

Through Bahira Gate Near SNIDS Centre. Naval Residential Complex E-8 **ISLAMABAD**

Contact: Reception: 051-9262306

Bahria Gate: 0331-5540649

Section:

051-9262309

Email: dpn@paknavy.gov.pk

Adpn31pre@paknavy.gov.pk

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

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

Services specified herein.

nercial of	ffers are to be furnisl	hed as under:-		~	
indicate mentio envelop Taxes, Foreign indicate be cleafirm, D	Commercial Offer. e prices quoted in ned in IT. It should pe "Commercial Commercial Comm	figures as well be clearly marked of tender of the item case of more than to accept low	I as in words ed in fact on a number and c nce charges FA ng, services T s quoted agains west technically	in the currency separate sealed late of opening. Ts, local training faxes are to be st the tender is to offered by the accepted option	Understoo Unde d agreed d not agree
specific literatu envelop numbe hour at	Technical Offer: (Vertions in DUPLICA) re/brochure, drawing pe and clearly mark or and date of opening the the date and time confirm/comply with 1	TE (or as spec gs and complian ed "Technical C ng. Technical off e for receipt of to	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	Understo Under od agreed agreed
S.No	Technical requirement as per IT	Firm's sement endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	enclosed p from brock	uote/ ional g as
(Firms m	d: C = Fully Comply, nust clearly identify where Special Instruction be read point by po	<u>e their offer does no</u> <u>s.</u> Tender docu	<u>st meet or deviates</u> uments and its	from IT Specs) conditions may	Understo Under od agreed od noi
tender due to highlig	conditions should be non-acceptance or hted alongwith you le to be rejected.	e responded cle f tender conditi	early. I <mark>n case c</mark> ions(s), the s a	of any deviation ame should be	agreed
copy of in the liproposic called to offers a	Firms shall submit to if commercial offer a T) and envelops cle al" in bold. The com for and the technica are to be enclosed in y sealed bearing of	and two copies early marked "Te mercial offer will I offer will not in n separate cove	of the technica echnical propos I include rates ndicate the rate ers and each e	l offers as asked al", "Commercial of items/services es. Both types of nvelope shall be	

offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope

Delivery of Tender. The tender documents covering technical and

(second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it. FORM DP-1, DP-2, DP-3 and Questionnaires, Form DP-1, DP-2 Understood Understoo (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the technical offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. f. The tender duly sealed will be addressed to the following:-Directorate of Procurement (Navy) Through Bahira Gate Near SNIDS Centre. Naval Residential Complex E-8 **ISLAMABAD** Contact: Reception: 051-9262306 Bahria Gate: 0331-5540649 Section: 051-9262309 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk Date and Time For Receipt of Tender. Tender must reach this office by Understo Understo od not the date and time specified in the Schedule to Tender (Form DP-2) attached. This agreed agreed Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navv) on Phone No. 051-9262311 well before the opening date / time. **Tender Opening.** Tenders will be opened as mentioned in the schedule to Understoo Understoo d agreed d not tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. The validity period of quotations must be indicated and should Understood agreed not agre 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

6.

7.

per original offer) i.a.w PPRA Rule-26.

•	of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.	Understo od	Understo od not agreed
stores accep	Part Bid. Firm may quote for the whole or any portion, or to state in order that the rate quoted, shall apply only if the entire quantity/range of is taken from the firm. The Director Procurement reserves the right of sting the whole or any part of the tender or portion of the quantity offered, rm shall supply these at the rate quoted.	agreed	agreca
other to rej Secur	Quoting of Rates. Only one rate will be quoted for entire quantity, item in case quoted rates are deliberately kept hidden or lumped together to trick competitors for winning contract as lowest bidder, DP(N) reserves the right ect such offers on-spot besides confiscating firm's Earnest Money / Bid ity and take appropriate disciplinary action. Conversion rate of FE/LC onents will be considered w.e.f. opening of commercial offer as per PPRA 30(2).	Understo od agreed	Understo od not agreed
10.	Return of I/T. ITs are to be handled as per following guidelines:	Understood agreed	Understo
	a. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.		
	b. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.	Underst cod agreed	Understood not agreed
case f	Withdrawal of Offer. Firms shall not withdraw their commercial before signing of the contract and within validity period of their offers. In the firm withdraws its offer within validity period and before signing of the act, Earnest Money of the firm shall be confiscated and disciplinary action lso be initiated for embargo up to 01 year.	Understoo d agreed	Understo d not agreed
12. wins a	<u>Provision of Documents in case of Contract</u> . In case any firm contract, it will deposit following documents before award of contract:	Understo od agreed	Understood not agreed
	 a. Proof of firm's financial capability. b. Foreign Seller has to provide its Registration Number issued by 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 of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.	Attached	Not Attached

CAMPAN TO SEE

b.	Firms, un-registered / un-indexed with DGDP (Registration Section	n)
are)	participate in the tender by submitting Challan Form of Rs 300	
favou	of CMA (DP).	

14.	Earnes	: Money/T	ender B	ond:-	Please	ensure	Earnest	Money	is
contai	ned in a	separate	envelop	(not in	side Tech	nnical or c	commercial	offer). O	ffer
is liab	le to be	rejected	in case I	Èarnes	t Money	is packed	d inside co	mmercial	or
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 favoi	of CMA	(DP), Rav	walpino	di for the f	following a	amounts:-		•

Attached

Attached

- 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 contract on Earnest Money (EM), it will deposit following documents to DGDP (Registration Section) before the award of contract for provisional registration:-

Understoo	Und
d agreed	d No
	A Armon

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.				
е.	Challan Form	Challan Form				
f.	Bank Statement for last one year.	Financial standing/audit balance sheet				

		<u> </u>	
h.'	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.	
INS, Co	onsignee & Specialist User or a team ion shall be as prescribed in DPP &	int Inspection will be carried out by nominated by Pakistan Navy. CINS I-35 (Revised 2019) or as per terms of	Understo Understo od agreed od not agreed
	Condition of Stores. Brand ne ty/Guarantee Form DPL-15 enclosed	w stores will be accepted on Firm's diwith contract.	Understo Understo od agreed od not agreed
-	Documents Required. Following ed along with the quote:	documents are required to be	
_	a. OEM/Authorized Dealer/Age Dealership Evidence.	ent Certificate along with OEM	
t (ii t	o CINS and DP(N). Supplier/contributions Conformance Certificate to CINS on the contribution to DP (Navy). Hard contribution to DP (Navy). Hard contribution courier. On receipt, CINS series.	e correct and valid e-mail and Fax No racting firm shall either provide OEM or is to be e-mailed to CINS under py of COC must follow in any case hall approach the OEM for verification by OEM. Companies/firms rendering rill be blacklisted.	
	c. Original quotation/Principal/O	EM proforma invoice.	
t	•	ce, a certificate that prices indicated in been decreased since the date of bulk rers/suppliers.	
€	e. Submit breakup of cost of stor	es/services on the following lines:	
	(i) Imported material with import duties.	n break down item wise along-with	
	(ii) Variable business over by the federal/provincial gover (1) General Sales Ta (2) Income Tax	ax	
	related page is to be att (4) Any other tax/du	•	
	(iii) Fixed overhead charge: (iv) Agent commission/profi	s like labour, electricity etc. t. if anv.	
	• • •	cost/service/remuneration as asked	
contrac	Rejection of Stores/Services. The toncluded against this tender may a. 1st rejection on Govt, expense		Inderstood Understood greed agreed
t	 2nd rejection on supplier exper 	nse	
	 3rd rejection contract cancellat 		
	Security Deposit/Bank Guarantee . of stores the firm will furnish an unc	To ensure timely and correct conditional Bank Guarantee (BG in the	Understoo Understoe d agreed d not agreed

Photocopy of passport

Photocopy of NTN

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

21.	Integrity Pact.	There shall be	"zero tolerance"	' against brib	es, gifts
commi	ission and inducer	nent of any kind o	or their promises	thereof by S	Supplier .
Firm to	any Government	official / staff whet	her to solicit any	undue bene	fit, favour
	erwise.Following iance:	provisions must b	e clearly read &	understood	for strict

Understood Understood agreed not agreed

a.	Integrity	Pact	shall	bе	applica	ble	to all	tende	ers /	contr	acts
irres	pective of t	heir fir	nancial	valu	e. How	ever,	a writt	ten Inte	egrity	Pact s	shall
be s	signed for o	contrac	cts exc	eedii	ng Rs 1	10 M	illion b	etwee	n the	procu	ıring
	ncy and the										
is	available	at	www.p	pra.c	rg.pk	or	can	be	reque	ested	af
dnns	avv@nakna	M dov	nk						-		

- 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. Pre-shipment Inspection. 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 th
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

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e	contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.	
: ::	24. Amendment to Contract. Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.	Understo Unders od agreed od not agreed
	25. <u>Discrepancy</u> . The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.	Understo Unders od agreed od not agreed
٠.		
	26. <u>Force Majeure.</u>	
	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.	Understo Unders od agreed 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.	
	27. <u>Arbitration.</u> Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and biding arbitration as provided below:	Understo Understo od agreed agreed
	a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.	

·.	b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.	
•	c. The arbitration award shall be firm and final.	
	d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration	
	e. All proceedings under this clause shall be conducted in English language and in writing	
28. at Rav	<u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdiction valpindi, Pakistan shall have jurisdiction to decide the matter.	Understoo Unders d agreed d not agreed
 35, if	<u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month ble to be imposed on the suppliers by the purchaser in accordance with DP-the stores supplied after the expiry of the delivery date without any valid as. Total value of LD shall not exceed 10% of the contract value.	Understoo Unders d agreed d not agreed
	Risk Purchase. In the event of failure on the part of supplier to comply ne contractual obligations the contract will be cancelled at the Risk and se (RE) of the supplier in accordance with DP-35.	Understood Unders agreed not agn
 contra declar to pay defaul place compe the pu	Compensation Breach of Contract. If the contractor fails to the contracted stores or contract is cancelled either on RE or without RE or ct become ineffective due to default of supplier / seller or stores / equipment ed defective and caused loss to the Government, contractor shall be liable to the Government compensation for loss or inconvenience resulting for his tor from the rescission of his contract when such default or rescission take such compensation will be in excess to the RE amount, if imposed by the etent authority. Compensation amount in terms of money will be decided by inchase officer and will be deposited by contractor / seller in Government ry in the currency of contract.	Understoo Unders d not agreed
repres excep govern breach sole blackli	Gratuities/Commission/Gifts. No commission, rebate, bonus, fee or ensation in any form shall be paid to any local or foreign agent, consultant entative, sales promoter or any intermediary by the Manufacturer/Supplier to the agent commission payable as per the agent commission policy of the ament and as amended from time to time and given in the contract. Any of such clause(s) of the contract by Manufacturer/Supplier and/or their nominated representative may result in cancellation of the contract sting of the Manufacturer/Supplier financial penalties and all or any other remeasure which the purchaser may consider appropriate.	Understoo Unders d agreed d not agreed
33.		Understood Understo
	a. If at any time during the currency of the contract the Purchase 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	agreed not agree

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.

- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
 - (i) To have any part thereof completed and take the delivery thereof at the contract price or.
 - (ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.
 - (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.	
34. <u>Rights Reserved.</u> Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).	Understo Understo od not agreed
35. Application of Official Secrets Act, 1923. All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.	Understo Understo od od not agreed agreed
36. Acknowledgment. Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understoe Understo d agreed d not agreed
37. <u>Disqualification.</u> Offers are liable to be rejected if:-	
a. Received later than appointed/fixed date and time.	Understoo Understoo
b. Offers are found conditional or incomplete in any respect.	d agreed d not agreed
c. There is any deviation from the General /Special/Technical	
Instructions contained in this tender.	

Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are

Taxes and duties, freight/transportation and insurance charges NOT

indicated separately as per required price breakdown mentioned at Para

Treasury challan is NOT attached with the technical offer.

d.

17.

e.

NOT received with the technical offer.

- f. Multiple rates are quoted against one item.
- g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- Subject to restriction of export license.
- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- 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.
- 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.
- 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. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

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 www.dgdp.gov.pk. These firms can participate in tender law paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

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	Understoo d agreed	Understor d not
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	42. Firms which are not registered with DGDP should initiate proving registration in accordance with Para 41. Besides, ground check by Field Se	ecurity	Understoo d agreed	Understor d not agreed	
	 (FS) Team will be made for security clearance related to participation in the tafter technical opening. Firms undertake to provide following document 	ender ts for			
	ground check by FS Team:				
	a. NTN				
	b. Income Tax Return				
	c. Sales Tax Return				
	d. Sales Tax Certificate			and the	
	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			gistati i	
	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			1 - 7 (n) 1	
- '	w. Employees List				
	x. Firm Categories y. Sole Proprietor Certificate				
	y. Sole Proprietor Certificate z. Partnership Deed				
	aa. Pvt Limited			en de la companya de La companya de la co	
	ab. Memorandum of Articles		· · .	ting a second	
	ac. Form 29 and Form A				
	ad. Incorporation Certificate				
	·		Understo	Understo	
	43. We solemnly undertake that all IT clauses marked as "Understo		od agreed	od not agreed	
	 Agreed" shall not be changed / withdrawn after tender opening. The IT provaccepted shall form the baseline for subsequent contract negotiations. 	ISIONS		agreeu	
	accepted shall form the baseline for subsequent contract negotiations.				
	 The above terms and conditions are confirmed in total for acceptance. 				
	45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A	& B.			
	· 		: :	$(x,y)\in \mathcal{V}_{k+1}$	
: .	Sincerely yours,				
	(To be Signed by Officer Concerned	n			
	Rank:				
	NAME:	a.			
			1		
			- 4		
				ALC: NO THE CO.	

DPL-15 (WARRANTY)

FIRM'S NAME: M/s						
				_		
			_			

- 1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.
- 2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).
- 3. This warranty shall remain valid for <u>05 Years</u> after the acceptance of stores by the end user

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

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	dated
(iii)	Address of Firm/Contractor	
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
	Amount of Guarantee Rs	
("	- Allouit of Guarantee No	<u> </u>
	(i)	words)
(vii)	Date of expire of Guarantee	•
		Republic of Pakistan through the efence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self have	e entered into Contract No.
	with Messer's	
	(Full Name ar	
custo	omer to your good self for a	nconditional Bank Guarantee by our sum of Rsapplicable)
	In compliance with this stipul undertake as under: -	ation of the contract, we hereby agree
		nally on demand and/or without any mount not exceeding the sum or Rs. Rupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	as would be mentioned in your
b.	To keep this Guarantee in fo	rce till
store Custo if any this I last o shall paym	nd of the original/extended de es which so ever is later in dur omer i.e. M/s	on or before this day. Our liability under on the closing of banking hours on the c Guarantee. Claim received thereafter you suffer a loss or not. On receipt of document i.e. Bank Guarantee must be

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)

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

	IV(I	Authorized signatory/
	Partner/MD of M/s	, do hereby solemnly affirm to DGP Directorate General Defence Purchase, Ministry
	(Army), DP (Navy), DP (Air) and	Directorate General Defence Purchase, Ministry
	of Defence Production, Rawalpi	ndi that our firm M/s
	has applied for registration with I	Director General Defence Purchase (DGDP) duly
		uired by registration section on (date)
	i,e before signing the contract.	I certify that the above mentioned statement is
		on any stage that our firm has not applied for
	registration with Director Genera	I Defence Purchase or statement given above is
•	incorrect, our firm will be liable to	for disciplinary action initiated (i,e debarring, the
	firm do business with other Defe	ence Establishment and Govt. Agencies), I also
	accept that any disciplinary activ	on taken will not be challenged in any Court of
	Law.	
		Signature
	Station:	Name :
	Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No. 2490293/R-2501/310277 dated 20-11-2024. This tender will be closed for Acceptance at 1030 Hours and will be opened at 1100 Hours on. 20-05-2024 Please drop tender in the Tender Box No 201.
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. you are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	OT TABLE ELECTRO HYDRAULIC WITH ORTHOPEDIC SURGERY	02		
	Detailed:			
	Technical Specification Special Instructions: As per Annex A.			
	General Requirement/Instructions:			
	As per Annex B			
	mentioned price includes 18% sale Please tick Yes or No)	Yes		No
	Grand Total			

Terms & Conditions

1. <u>Terms of Payment.</u> As per Annex B (Para – 2).

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

Conformance) compatible to preferred makes

given in of Annex A. (Name & Country

of OEM to be clearly mentioned).

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

manufacturer to be indicated).

Technical Scrutiny Report. Required

Delivery Period. 03 Months

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

7. Basis for acceptance. FOR Karachi Basis

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

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

<u>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.

- a. <u>Rates for Contract</u>. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
 - (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
 - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

b. Return of Earnest Money

- (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- (ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).
- c. Copy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Market.

11. Special Note.

All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.
- b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on

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

- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provide for technical scrutiny.
- j. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt. of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.
- k. 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>

REVISED TECHNICAL SPECIFICATIONS - 02 X OT TABLE ELECTRO HYDRAULIC WITH ORTHOPEDIC SURGERY

S No.	DESCRIPTION	Firm's
1.	PURPOSE/USAGE	Reply
	This equipment is essentially required for General Orthopedic surgery. It is used in Operation Theatre for proper positioning of patient during Orthopedic surgery procedures.	
2.	TECHNICAL SPECIFICATIONS	
	a. Table Top (Radiolucent) with antistatic mattress and equipped with x-ray cassette holder.	
	b. Table for minimum patient safe working weight of 400 kg or better in normal position.	
	c. Table Top is arranged as:	
	(1) Head plate.	
	(2) Back plate.	
	(3) Seat plate.	
	(4) Two separate leg plates.	
	(5) Base of the table stainless steel/ABS cover, 4 swivel castors.	
3	MOVEMENT	
	a. Sliding table top movement.	140
	b. Back plate : up 90° / down 90 ° (approx)	
	c. Position of the table should be operated Electro hydraulically /electrically.	
	d. Up & down movement height range: 600mm -1150 mm (Approx).	
	e. X-Ray cassette holder should be fully radiucent:	1.1. A
	f. Trendelenburg/Reverse Trendelenburg +30° (Approx).	
	g. Lateral tilt +25°(Approx).	90% 100
	h. Leg Plate :80/80 (approx).	
	j. Battery backup minimum 48 hours or better.	
	k. Operating voltage 220 v, 50hz.	
4.	ACCESSORIES	
·	a. Arm rest with clamp 02 each.	77 - 17 77 - 17
	b. Fixation strap 02 each.	
	c. Anesthesia frame 01 set.	

<u> </u>	d. Gopel leg rest 02 each.	Firm's
	e. Large width body strap 01.	Reply
	f, I/V pole rod 01.	
	g. 01 x Cable remote control with LED display.	
	h. 01 x Mattress pad.	
5.	ORTHOPEDIC ACCESSORIES	
	a. Extension adapter x 01	
	b. Universal support x01	
	c. Supporting pad x 01	
	d. Counter traction post x 01	
	e. Double joint strut pair x01	
	f. Extension strut x 02	
	g. Spindle traction x 02	
	h. Docking trolley extension unit x 01	· · · · · · · · · · · · · · · · · · ·
	j, teg holder gopel x 01	
	k. Clamp radial setting 01	
6.	ACCEPTABLE MAKE	
	a. Ms Mindray of China, Japan, Germany, USA or equivalent.	
	b. The equipment shall be recently manufactured/fresh batch. OEM certified and may not be older than 01 year at the time of delivery. Certain more, only genuine OEM parts are acceptable. Non-Genuine/Replacement of parts/spares are not acceptable	
i	c. The OT Table Electro Hydraulic with Orthopedic Surgery shall be brand new and not used/refurbished.	
7.	STANDARDS CERTIFICATION	
1.	FDA, CE, MHLW or equivalent.	<u></u>
<u> </u>		



<u>S No.</u>	GENERAL TERMS & CONDITIONS		
1.	DELIVERY SCHEDULE	Reply	
	The equipment/stores/accessories/tools are to be delivered within 03 months from the date of signing of contract on FOR Karachi basis.		
2.	PAYMENT TERMS		
	a. As per DPP & I-35 (Revised 2023) or as decided by DP (N).		
	b. 60% payment on completion of following:		
	(1) Delivery at FOR Karachi alongwith tools/stores (2) Joint inspection (3) Provision of documents.		
	c. 40% payment on completion of following:		
	(1) Successful completion of installation/ integration/interfacing/STW/ commissioning of platform/ equipment/ machinery at purchaser site complying all specifications/ acceptance criteria and issuance of acceptance certificate by end user		
	(2) Satisfactory conduct of operator & maintainer training of PN team.		
	(3) Issuance of CRV by consignee.		
3.	ORIGIN OF EQUIPMENT		
<u> </u> .	Imported (other than India and Israel) with OEM CoC (Certificate of Conformance)		
4.	CERTIFICATION REQUIREMENT		
	a. Supplier/OEM will confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.	<u>.</u>	
	b. Supplier through certificate is to confirm that he will provide documents at the time of delivery of stores as per Clause 13 of this Annex.	,	
	c. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.		
	d. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stocklest will not be acceptable.		
	e. Firm/Supplier shall provide correct and valid e-mail and fax No. to CiNS and OP (N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CiNS or is to be e-mailed at address <u>cins@paknavy.gov.pk</u> inpectorate1@paknavy.gov.pk 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. Companies/firms rendering false OEM Conformance Certificate shall be black?		

listed.

Firm's Reply

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

PERFORMANCE BANK GUARANTEE (PBG)

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

6. WARRANTY/GUARANTEE

- Supplier is to guarantee that product is as per specs of the contract.
- Complete equipment including accessories are to be warranted by the supplier for a period of 3-5 years, for all defects from the date of final acceptance by PN.
- c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are not procured directly from OEM or his authorized dealer/ agent/ stocklest 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.
- e. Post delivery, the supplier will replace stores without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective? damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection
- In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost in the currency in which stores have been received along with a reasonable compensation as claimed by PN.

Z. TRAINING

O5 days on Job Training (06 hours daily) from 8 AM to 1 PM (operators/maintainers) for 2x PN personnel to be arranged by the Supplier/OEM at PN hospital within 15 days after successful joint inspection in accordance to para 8 b of this Annex without any additional cost, so that trained personnel are capable of

- a. Operating system to its full capabilities, while ensuring all safety aspect system/equipment.
- b. Carrying out all types of maintenance routines including major overhaul.

- Carrying out fault diagnosis and reclification of the equipment.
- d. Setting to work, trial and commission equipment after routine maintenance and repair.

Firm's

Reply

e. The Supplier shall provide computer based training CDs/DVDs alongwith hard copies of training material.

8. INSPECTION

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

9. PACKING & MARKING

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

FRONT SIDE: Name and address of consignee
OTHER SIDE: Contract No. _____ Dated ____
TOP Gross Weight

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

10. PENALTY

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

11 MAINTENANCE & REPAIR

a. The seller will be required to have a provision in the same contract for replacement of defective components/parts through exchange and shall provide in the proposal the Standard Replacement Cost for all parts used in the equipment/system for next five years. Furthermore the seller will also be required to furnish the standard Repair Cost for required replacement parts.

Firm's Reply

- b. The seller will guarantee to supply the necessary spares for next at least 10 years from the date of final acceptance of the system, if so required by PN.
- c. Seller will be required to agree to a provision for going into a 3 years maintenance contract. A suitable clause in this regard should be entered in the contract.

12. ADDITIONAL PURCHASE

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

13 DOCUMENTATION

- a. Operating Manual (in original)
- b. Delect diagnostic & remedial measures (in original)
- c. Maintenance Manual (in original)
- d Standard OEM Technical Manual (in original)
- e. Spare parts catalogues (in original).
- Current price/catalogue lists (in original).
- g. OEM Standard Service Manual (in original).
- h Trouble shooting Manual (in original).
- 01 x installation guide.

14 LIQUIDATED DAMAGES (LD)

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

RISK PURCHASE

15.

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

16 PRICE VARIATION

Prices in the schedule of stores of this contract are confirm and final. The stores

17 DISCREPANCY

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

18. INTEGRITY PACT

This contract is required to be supported by integrily pact as formal at Appendix T which is to be signed by Supplier and Purchaser at the time of signing of contract.

19. FORCE MAJEURE

- a. The parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic sabotages). War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties and any events or circumstances on which the Parties has no control.
- b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties.
- Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party o such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation obligations under the Contract, as well as the time required for such performance.
- d. Upon termination of the above-mentioned circumstances, the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.
- e Within reasonable time, the Party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.
- f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration I such circumstances and consequences thereof.
- g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other Party (Seller).
- h. The Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of a force-majeure event.



Firm's Reply

Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:

- a. The dispute shall be reterred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws.
- b. The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final and binding on both the parties to the contract.
- d In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration.
- e. All proceedings under this clause shall be conducted in English language and in writing

21. COURT OF JURISDICTION

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

22 TERMINATION OF CONTRACT

- a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.
- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
 - (1) To have any part thereof completed and take the delivery thereof at the contract price or
 - (2) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.
 - (3) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.
 - Should the Supplier fail to deliver goods/services in time as per quality terms

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.

Firm's Reply

23. ACCEPTANCE CRITERIA

- a. Successful completion of installation/Testignals of the equipment by OEM/Firm to satisfaction of the end user at purchaser site complying all specification/acceptance criteria and issuance of final acceptance certificate by end user.
- b. The equipment will not be acceptable in case of the following:
 - (1) Specifications are not as per Annex 'A'
 - (2) Documentation at para 14 of Annex '8 not provided.
 - (3) Certification requirement as per Annex B' (Clause 4 a-d) are not met.
 - (4) Training is not conducted as per training Clause 7 of this Annex.
 - (5) Confirmation of performance and functions is not same as given in the contract and relevant documentations/ manuals.
- c. Acceptance of stores/equipment at PNMSD by the supplier will be after clearance from joint inspection team comprising Senior Classified specialist concerned hospitals, Electro Medical Officer of PNS SHIFA, O I/C PNMSD and rep of CINS.
- d. Additionally supplier is to provide OEMs certified acceptance criteria for testing of the equipment within 15 working days after signing of the contract.
- e. The final acceptance certificate will be signed by PN only after successful completion of all acceptance trials to the entire satisfaction of PN.

24. COMMISSIONING/TRIALS

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

25. OTHER REQUIREMENTS

- a. Name, Address and Telephone/Fax No. of OEM are to be provided with quotations and same also be endorsed in the contract.
- b. Supplier should undertake that the accessories/components are compatible with each other & to the main system. Moreover, the system in all respects is ready for use on "Turn Kcy Basis".
- Supplier should send latest updates & current information about system after selling of stores/equipment.
- d. Any item subsequently found short would be supplied at concerned hospital without any additional cost within 30 days.
- e. Issuance of EIUC (End Item Utilization Certificate) by end user within 01 month after successful completion of test and trials:
- The supplier should mention the price of all deliverables i.e. Equipments/services spares, documentation, Test Bench/Tools/Test Equipment, Training, FATs (Fackly Acceptance Trials). Installation/integration, Test/Trials/Commissioning Afabout

Acceptance Tripls, Sea Acceptance Trials) eld where applicable separately in financial quote. The same are to be subsequently incorporated in the contract document.

Reply

Firm's

- g. The subject store being hospital equipment is exempted from 18% GST under item 52/A of the Sixth Schedule of the Sales Tax 1990.
- h: Marking of Store in accordance with MS/MtSC/002/80

26. SECRECY

The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DGDP/ DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. In this regard 'Non Disclosure Agreement (NDA) as per format at Appendix'll' is to be signed by the firm at the time of signing di contract.

27. CONTINUOUS LOGISTIC SUPPORT

- a. The Supplier should provide guarantee to supply the necessary spares for next 10 years from the date of signing the contract. A certificate to this effect should be provided by the Supplier prior to acceptance of the system.
- b. In case of discontinuation of production of any component/ part as result of obsolescence of development of upgraded version, the Supplier should immediately inform the buyer. The Supplier shall ensure the provision of such components/ parts as demanded by the buyer prior discontinuation of the production and shall provide alternate for such components/parts in case the original is not available. The Supplier shall ensure the spare supportability during warranty period in terms of DPL-15 and after warranty in terms of clause 12a & b of this Annex. For efficient spare supportability the Supplier shall provide the spaces from its stock (preferably held in Pakistan at Karachi or Islamabad).

28. OBTAINING LIGENSE

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

COMPENSATION ON BREACH OF CONTRACT

If the Supplier fails to supply the contracted steres/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.

NDEMNITY

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 Paled.

30

29.

Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whalever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses

31 SUBLETTING

The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not subjet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.

32. AMENDMENT IN THE CONTRACT

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

33. DISTRIBUTION

		No. of Copies
a.	Dte:of Budget (NHQ) Islamabad	01
b,	DCM (NHQ) Islamabad	01
C.	DDGMS (N) (NHQ) Islamabad	01
ď.	CINS Karachi	01
e.	PNMSD at PNS SHIFA Karachi	O1
f .	CO EHQ (N) at NSSD Karachi	D1
g.	CMA (DP) Rawalpindi	06
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34. TSR (TECHNICAL SCRUTINY REPORT)

TSR will be conducted by a Committee nominated by NHO



APPENDIX II TO INDENT NO. 2490293 DATED 20-11-2024

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

Contract No	DATE	<u> </u>		•
Contract Value	(Specify Value in Currency)			
Contract Title	for	Pakistan Navy		
administrative sub	hereby declares that it herest, privilege or other obligation division or agency thereof or all any corrupt business practice.	n or benefit from	Government of	Pakistan or any
has fully declared agreed to give and indirectly through nsultant, directo finder's fee or kill obtaining or induction.	iting the generality of the foregoin the brokerage, commission, fee it shall not give or agree to give to ghe any neutral or juridical person, promoter, shareholder, sponso- ckback, whether described as a cing the procurement of a contriver form, from the Govt of Pakist	s etc. paid or pays he anyone within d on, including its at r or subsidiary, any consultation fee o act, right, interest.	able to anyone in outside Pakist Pakist (filiate, agent, a proposition, growth outside, with privilege or otherwise, with privilege or otherwise.	and not given or an either directly ssociate, broker, ratification, bribe, in the object of her obligation or
arrangements with	certifies that it has made a all persons in respect of or relat on or shall not take any action to	ed to the transaction	on with Govi of F	Pakistan and has
not making full dis- declaration, repres- obligation or bene	accepts full responsibility closure, misrepresenting facts or sentation and warranty. It agrees fit obtained or procured as aforese to Govt of Pakistan under any latestan.	taking any action li that any contract, said shall, without	kely to defeat the right, interest, prejudice to any	e purpose of this privilege or other other rights and
Supplier] agrees to corrupt business of to ten times the s as a	iding any rights and remedies e to indemnify Govt of Pakistan for tractices and further pay compen sum of any commission, gratific foresaid for the purpose of obta- ilege or other obligation or benefit	any loss or damag sation to Govt of P ation, bribe, finder ining or inducing t	je incurred by it Pakistan in an ar 's fee or kickba he procurement	on account of its notic! Equivalent ok given by M/s of any contract

	. •			
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APPENDIX "II" TO	:	
INDENT NO. 2490293		
DATED 20-11-2024		

CONFIDENTIAL

UNDERTAKING/NON- DISCLOSURE CERTIFICATE

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	(With addres	s and Telephone number)	
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1.	Signature of Witness		
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	Address		
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2	Signature of Witness	The state of the s	·
	Name (in block capital)		
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	CNIC No. (Please attach photocopy)	÷	
	Address		#
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CONFIDENTIAL

35 . SECRECY

The Purchaser and the Contractor undertake and agree to exercise their best efforts to prevent any unauthorized person(s) from gaining access to drawing offices or workshops or other premises where the supplies are being designed, manufactured, constructed, stored and/or outfitted.

As the Contractor and its Sub-Contractor(s) are the exclusive owners of the intellectual property rights/ copy rights and industrial rights of any and all contractual designs, data, software, TDP, drawings etc., and since they possess all relevant rights therein, the Purchaser and the Contractor undertake and agree to prevent such designs, data, software, drawings, TDP, etc. as well as copies thereof from falling into the hands of representatives of any other foreign power or competitor of the Contractor or its Sub-Contractor(s) and Purchaser or any other unauthorized Party or person.

The above provisions shall, however, not be construed as any restriction whatsoever of the Purchaser's/ Shipyard's application and use of such drawings and TDP for any purpose in accordance with this Contract.

The secrecy obligations above are supplementary to those contained in any agreement between the Pakistan Navy on behalf of the Purchaser, whereby the obligations pursuant to above shall be subject to the Pakistan law regarding the custody and protection of classified matter.

It is the Contractor's responsibility to ensure that all such information is protected in accordance with the protective markings assigned by the Purchaser. If in any case this become essential with regards to this Contract to disclose the information classified as Confidential or above to Sub-Contractors (OEMs), approval must be sought from the Contractor.

The Contractor undertakes to prevent any unauthorized visits to the platform(s) being constructed/ upgraded, and/or systems/equipment being manufactured/ developed for the Purchaser to ensure confidentiality of the information concerning this project. No unauthorized Party or person may be allowed onboard during its construction/ upgrade and qualification tests.

The terms of this Contract are 'CONFIDENTIAL' and each Party agrees not to disclose them to any Third Party except as may be necessary for the performance of this Contract which includes its professional advisors and as else may be required.

The Contractor undertakes that any information about the sale/purchase of the goods/stores under this contract shall not be communicated to any person/organization/agency, other than the manufacturer of the stores/ equipment/ material, or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account will be punishable under Official Secrets Act-1923 of Pakistan and may lead to legal action against the Contractor in addition to termination of the contract at the risk and expense of the Contractor.

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TENDER NO		NE OF THE FIRM		
	DGDP REGISTRATION NO			
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		BILE NO		
To:	14101	3ILL 140	***************************************	
10.	Directora	te of Procurer	nent (Navv)	
	Directorate of Procurement (Navy) Through Bahira Gate			
	_	Near SNIDS Centre,		
•				
	Naval Residential Complex E-8			
	ISLAMABAD			
	Contact:	Reception:	051-9262306	
		Bahria Gate:	0331-5540649	
		Section:	051-9262309	
	Email: dor	n@paknavy.go	v.pk	
		on31pre@pakr		
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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 ACCUME. 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.	CEPTANCE TO O TENDERS A INCLUDED IN ORATE GENE AND HAVE JOTED IN THE	ED THEREIN OR OF BE DISPATCHED WIT AND GENERAL CON THE PAMPHLET ENT FRAL DEFENCE PU THOROUGHLY SCHEDULE HERET	N BEFORE THIS DATE. ITHIN THE PRESCRIBED NOTIONS GOVERNING TITLED, GOVERNMENT JRCHASE) "GENERAL EXAMINED THE O AND AM/ARE FULLY	
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO A	ND FORM PAR	T OF THIS TENDER:		
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*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUM	MENTS CONNE	CTED WITH A CONTI	RACT MUST SPECIFY:-	
(a) WHETHER SIGNING AS "SOLE PROPRIET				

- (b) WHETHER SIGNING AS A "REGISTERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.
- WHETHER SIGNING FOR THE FIRM "PER PROCURATION".
- (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.
- (e) Principal's Proforma invoice (in original)
- Earnest money (f)

(g) Treasury Challan Form for tender Fees as applicable

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

IMPORTANT

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

1.	Name :	
2.	Father's Name :	:
3.	Address (Residential) :	
		<u>-</u>
4.	Designation in Firm:	
5.	CNIC:(Attach Copy of CNIC)	
6.	NTN:	
	NTN:(Attach Copy of NTN)	
7.	Firm's Address;	
8.	Date of Establishment of Firm:	
	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Compartach Copy of relevant CERTIFICATE)	nies.
10.	In case PARTNERSHIP (Attach particulars at serial 1, 2,3,4,5 and 6 of each partne	r). 🔡
(Ki	ndly fill in the above form and forward it under your own letter head with contact detai	ls)