

Tender Covering Form
Directorate of Procurement (Navy)
Through Bahria Gate

Contact: Reception 051-9262311, Bahria Gate 0331-5540548, Section: 051-9262307
 Email: cpn@paknavy.gov.pk 051-9262307 acpn06@paknavy.gov.pk

CPN-06 Section (Contact: 051-9262307, Email: acpn06@paknavy.gov.pk)

Tender No and Date: 0250180342
 Tender Description: Procurement of IT e Mail Order
 IT Opening Date: 17-04-2025
 Firm Name: _____
 Postal Address: _____
 Email Address for Correspondence: _____
 Contact Person: _____
 Contact Number: (Landline: _____) (Mobile: _____)

Document to be Attached with Quotation:

Firm is to submit its proposal in a sealed envelope which shall contain 03 e Sealed Envelopes as per details given below:

Sealed Envelope 1 – Technical Offer in Duplicate

This envelope must contain 02 e sets of Technical Offer (01 e Original + 01 e Copy). Each Set must contain following documents as per the order and Supplier is to mark its approval seal to ensure that these documents have been

S No	Document	Original Set	Copy Set
1	Bank Chalan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))		
2	DP-1 Form of IT with box mark against each clause and checked on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initiated on each page		
4	Annex A of IT duly filed (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filed & Signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	MSA registration letter (in case of medical)		
10	DGDP Registration Letter of firm is registered with DGDP?		
11	Tax filing Proof		

Sealed Envelope 2 – Earnest Money

This Envelope must contain Earnest Money only.

Sealed Envelope 3 – Commercial Offer

This Envelope must contain following documents:

1	Firm's Commercial Offer	01 e Original	
2	Principal Invoice (where applicable)	01 e Original	
3	Duly filed DP-2 Form of IT	01 e Original	

Firm's Declaration:

It is certified that we have submitted tender in compliance with above instructions and we understand

Firm's Authorized Signatures: _____

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)

Through Bahra Gate

Near SNDS Centre

Naval Residential Complex

Contact: Reception: 051-9262311
Bahra Gate: 0331-5540649
Sector: 051-9262307

Email: dpr@paknavy.gov.pk
slpr36@paknavy.gov.pk

Date:

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

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. **Caution:** 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 DPPM-35 (Revised 2018) covering general terms and 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 DPPM-35 (Revised 2018) (copy may be obtained from DGDP Registration Cell on Phone No. 051-9270067 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.

Interested
to bid

Interested
not to bid

3. **Conditions Governing Contracts:** The Contract made as result of this IT (Invitation to Tender) i.e. 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-18 in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure and Instructions and DPPM-35 (Revised 2018) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Interested
to bid

Interested
not to bid

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

a Commercial Offer: The commercial offer will be in single copy and indicate prices quoted in figures as well as in words in the currency mentioned in IT. It should be clearly marked in fact on a separate sealed envelope "Commercial Offer" tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DPN reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

Understand
Agreed

b Technical Offer (Where Applicable): Should contain all relevant specifications in DUPLICATE (or as specified in IT) 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 conform/comply with IT technical specification in the following format:

Understand
Agreed

S. No.	Technic al requirement per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply)	Reason of C, PC or NC in case of non availability of proof from referenced literature, quote attach additional documents/ data/undertaking as proof of compliance

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)

(Firms must clearly identify where their offer does not meet or deviate from IT Specs)

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

Understand
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 envelopes 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 include the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the tender. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address

of the procurement agency indicating issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

e. FORM DP-1, DP-2, DP-3 and Questionnaires. Firm DP-1, DP-2 (alongwith annex), 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.

Completed offer	Completed not offer
<input type="checkbox"/>	<input type="checkbox"/>

f. The tender duly sealed will be addressed to the following:

Directorate of Procurement (Navy)

Through Bahra Gate

Near SHOS Centre

Newal Road/Delhi

Contact: Reception: 051-9282301

Bahra Gate: 0371-

8540940

Section: 051-9282307

Email: dpn@paknavy.gov.pk

adp05@paknavy.gov

g. Date and Time For Receipt of Tender. Tender must reach the office by the date and time specified in the Schedule to Tender (Form DP-2) attached. The Directorate will not accept any excess of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on non-working day in case of unavoidable 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 (Navy), on Phone No 051-9271468 well before the opening date / time.

Completed offer	Completed not offer
<input type="checkbox"/>	<input type="checkbox"/>

h. Tender Opening. Tenders will be opened as mentioned in the schedule to 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 and time specified in DP-2 would be rejected without exception and retained un-opened i.e w Rule 28 of PPRA-2004.

Completed offer	Completed not offer
<input type="checkbox"/>	<input type="checkbox"/>

i. Validity of Offer:

a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Technical offer 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.e w PPRA Rule-28.

Completed offer	Completed not offer
<input type="checkbox"/>	<input type="checkbox"/>

b. The quoting firm will certify that in case of an additional requirement 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.

8. **Part Bid:** Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

Unquoted offer	Quoted for part
<input type="checkbox"/>	<input type="checkbox"/>

9. **Quoting of Rates:** Only one rate will be quoted for entire quantity, shall win. In case quoted rates are deliberately kept hidden or lumped together to trick 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 FERC components will be considered w.o.t. opening of commercial offer as per PPPA Rule-30(2).

Unquoted offer	Quoted for part
<input type="checkbox"/>	<input type="checkbox"/>

10. **Modurbid IT:** ITs are to be handled as per following guidelines:

Unquoted offer	Quoted for part
<input type="checkbox"/>	<input type="checkbox"/>

a. In case you are not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.

b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firm registered / indexed for tendered commodities do not quote / participate.

c. It is a standard practice to invite all firms) including those unregistered with DGDP who gave their preliminary budgetary/technical proposals to end users / indenters. 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 offers before signing of the contract and within validity period of their offers. In 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.

Unquoted offer	Quoted for part
<input type="checkbox"/>	<input type="checkbox"/>

12. **Provision of Documents in case of Contract:** In case any firm wins a contract, it will deposit following documents before award of contract:

Unquoted offer	Quoted for part
<input type="checkbox"/>	<input type="checkbox"/>

- 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 Chalan:**

Unquoted offer	Quoted for part
<input type="checkbox"/>	<input type="checkbox"/>

a. Offers by registered firms must be accompanied with a Chalan form of Rs 200/- (obtainable from State Bank of Pakistan/Government Treasury) and shall also be to Major Head 002501-30, Main Head-12 Sub Head A Miscellaneous (Code Head 14865/30). Each offer will be covered by one Chalan.

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

14. Earnest Money/Tender Bond. Please ensure Earnest Money is contained in a separate envelope (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 Cash Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:

Unsuccessful bidder	Unsuccessful bidder
<input type="checkbox"/>	<input type="checkbox"/>

a. **Submitted tender/Earnest Money/Bid Security** furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 13 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 insufficient in violation of IT condition.

b. **Rate for Contract.** The rate of earnest money and its maximum ceiling 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 2% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
- (iii) Unregistered/not Pre-Qualified/Un-indexed 3% 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 firms/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

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

Unsuccessful bidder	Unsuccessful bidder
<input type="checkbox"/>	<input type="checkbox"/>

S.No.	Local Supplier	Foreign Supplier
a.	Three filed copies of SWA-B-21 of each member of management.	Three filed copies of SWA-B-21-D of each member of management.
b.	Three filed copies of SWA-B-21-A.	Three filed copies of SWA-B-21.
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.
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/Stockist etc.

1.6. **Inspection Authority:** CINS. Joint inspection will be carried out by INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS Inspector shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of contract.

Inspected Agreed	Inspected Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

1.7. **Condition of Stores:** Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-16 enclosed with contract.

Inspected Agreed	Inspected Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

1.8. **Documents Required:** Following documents are required to be submitted along with the quote:

Inspected Agreed	Inspected Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.

Inspected Agreed	Inspected Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

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 it to be e-mailed to CINS under intimation to DP (Navy). Hard copy of OCC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by OEM. Companies/firms retaining false OEM Conforming Certificate 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/supplier.

e. Submit breakup of cost of stores/services on the following lines:

(i) Imported material with break down item wise along with import duties.

(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-

(1) General Sales Tax

(2) Income Tax

(3) Custom Duty. PCT code along with photocopy of the relevant page is to be attached where applicable.

(4) Any other tax duty.

(iii) Field overhead charges like labour, electricity etc.

(iv) Agent commission/profit, if any.

(v) Any other expenditure/cost/service/remuneration as asked for in the tender.

1.9. **Rejection of Stores/Services:** The stores/services offered as a result of contract concluded against this tender may be rejected as follows:

Inspected Agreed	Inspected Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

a. 1st rejection on Govt. expense.

b. 2nd rejection on supplier expense.

c. 3rd rejection contract cancellation will be initiated.

Inspected Agreed	Inspected Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

2.0 Inspection of Stores/Services. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount 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 90 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 II.

Unanswered Agreed	Unanswered Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

2.1 Integrity Pact. There shall be 'zero tolerance' against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read and understood for strict compliance.

Unanswered Agreed	Unanswered Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

a. Integrity Pact shall be applicable to all orders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs. 10 Billion between the procuring agency and the supplier / contractor as a Rule 7 of PPSA-2004. The form is available at procurement@dpn.gov.pk

b. If a Supplier / Contractor is found involved in any unbusiness like / unethical activity, same shall be considered a breach of the integrity Pact. DP (Navy) shall take severe disciplinary action against that personnel and his firm / company, which may include, but not limited to: PERMANENT BLACKLISTING of firm / company through DCOF and legal action against the individual (s) involved as per Pakistan Code of Criminal Procedure.

c. It is strictly forbidden to disclose, use or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser asks you for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy or Respective Sector) Tel: 021-5211455 or through a personal meeting in office. Privacy of firm and their Receipt showing such information will be guaranteed without any prejudice to their normal business affairs.

2.2 Correspondence. 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 and Comptroller respectively with copy endorsed to the DP (Navy).

Unanswered Agreed	Unanswered Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

2.3 Site-Supervision/Inspection. PN may send a team of officers (including DP(N) member) for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T. form(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 contractual offer.

Unanswered Agreed	Unanswered Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

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

Contractor Agreed	Contractor Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

25. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 90 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.

Contractor Agreed	Contractor Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

26. **Price Variation.**

Contractor Agreed	Contractor Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

- Prices offered against this tender are to be firm and final.
- Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case-to-case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments, in consultation with Military Finance.
- Except for calculation or typographical errors, the rates of the contracts not having a price variation clause (PVC clause) will not be increased subsequently, but when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.

Contractor Agreed	Contractor Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

27. **Force Majeure.**

Contractor Agreed	Contractor Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

- 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 permits for the contracted stores from the country of its origin, shall not constitute Force Majeure.
- 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 of force majeure event.
- The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.
- 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.
- Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

Contractor Agreed	Contractor Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

<p>28. Arbitration. Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and binding arbitration as provided below.</p>	<p>Accepted by:</p> <input type="checkbox"/>	<p>Accepted by:</p> <input type="checkbox"/>
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- 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.

<p>29. Court of Jurisdiction. In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.</p>	<p>Accepted by:</p> <input type="checkbox"/>	<p>Accepted by:</p> <input type="checkbox"/>
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<p>30. Liquidated Damages (LD). Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DPP & 1-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.</p>	<p>Accepted by:</p> <input type="checkbox"/>	<p>Accepted by:</p> <input type="checkbox"/>
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<p>31. Risk Purchase. In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP & 1-35.</p>	<p>Accepted by:</p> <input type="checkbox"/>	<p>Accepted by:</p> <input type="checkbox"/>
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<p>32. Compensation Breach of Contract. 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 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.</p>	<p>Accepted by:</p> <input type="checkbox"/>	<p>Accepted by:</p> <input type="checkbox"/>
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32. **Gratuities/Commission/Gifts.** 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.

Accepted	Accepted with comment
<input type="checkbox"/>	<input type="checkbox"/>

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.

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.

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to tender 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

Accepted	Accepted with comment
<input type="checkbox"/>	<input type="checkbox"/>

34. **Rights Reserved.** Directorate of Procurement (Navy). Rawatpind 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 PFRA Rule 33 (1).

Accepted	Accepted with comment
<input type="checkbox"/>	<input type="checkbox"/>

35. **Application of Official Secrets Act, 1923.** All the matters connected with the 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.

Accepted	Accepted with comment
<input type="checkbox"/>	<input type="checkbox"/>

27. Acknowledgment. Firms will send acknowledgement within 07 days from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk

Unsuccessful
Offer

28. Disqualification. Offers are liable to be rejected if -

Unsuccessful
Offer

Unsuccessful
Offer

- a. Received later than appointed fixed date and time.
- b. Offers are found conditional or incomplete in any respect.
- c. There is any deviation from the General /Special/Technical Instructions contained in the tender.
- d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
- e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- f. Treasury challan is NOT attached with the technical offer.
- g. Multiple rates are quoted against one item.
- h. Manufacturer's relevant brochures and technical details on major equipment Assemblies are not attached in support of specifications.
- i. Subject to restriction of export license.
- j. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- k. If the validity of the agency agreement is expired.
- l. The commercial offer against FOB/CIF/CandF tender is quoted in local currency and vice versa.
- m. Principals Invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- n. Earnest money is not provided.
- o. Earnest Money is not provided with the technical offer (or as specified).
- p. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- q. Offer made through Fax/E-mail/Cable/Telex.
- r. If offer is found to be based on cartel action in contravention with other sources/ participants of the tender.
- s. If OEM and principal name and complete address is not mentioned.
- t. Original Principal Invoice is not attached with offer.

29. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the decision of DP (M) or GINS or any other problematic area towards the resolution 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:

Unsuccessful
Offer

Unsuccessful
Offer

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

40. **Liability:** Any appeal received after the lapse of time as given in para 38 above shall not be entertained.

Interested Firm	Interested Not Registered
<input type="checkbox"/>	<input type="checkbox"/>

41. **For Firms Not Registered with DODP:** For Firms not Registered with DODP Firms not registered with DODP undertake to apply for registration with DODP prior signing of Contract. Details can be found on DODP website www.dodp.gov.pk. These firms can participate in tender see para 12 and 14 above.

Interested Firm	Interested Not Registered
<input type="checkbox"/>	<input type="checkbox"/>

42. Firms which are not registered with DODP 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 after technical opening. Firms undertake to provide following documents for ground check by FS Team:

Interested Firm	Interested Not Registered
<input type="checkbox"/>	<input type="checkbox"/>

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise and Taxation)
- g. Office/Home/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- i. Firm Vehicle/Personal Vehicle
- k. CEO Validating Certificate Copy, CEO Specimen signature of CEO
- l. DODP 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
- A. QCM Certificate
- t. ISO Certificate
- u. Stock List with value
- v. Company Profile/Brochure
- w. Employee List
- s. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 25 and Form A
- ad. Incorporation Certificate

43. We solemnly undertake that all IT clauses marked as 'Understood and Agreed' shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations.

Understood and Agreed	Understood Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

44. The above terms and conditions are confirmed in total for acceptance:

Understood and Agreed	Understood Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

45. Format of DPL-15 (primary form) and PBQ are enclosed as Annex A and B.

Understood and Agreed	Understood Not Agreed
<input type="checkbox"/>	<input type="checkbox"/>

Sincerely yours,

(To be signed by Officer Concerned)

Rank: _____

NAME: _____

DPI-19 (WARRANTY)

FIRMS NAME M/s _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced here 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 FORDDP Karachi free of cost every article or part thereof use or in use when 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 FORDDP Karachi (As the case may be in currency in with received).

3. This warranty shall remain valid for 01 Year 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 RG**

(i) Contract No. _____ dated _____

(ii) Name of Firm/Contractor _____

(iii) Address of Firm/Contractor _____

(iv) Name of Guarantor _____

(v) Address of Guarantor _____

(vi) Amount of Guarantee Rs. _____

(in words)

(vii) Date of expiry of Guarantee _____

To: The President of Islamic Republic of Pakistan through the
Controller of Military Accounts (Defence Purchase) Rawalpindi.

Sir,

I, Whereas your good self have entered into Contract No. _____ dated _____

with Messrs. _____

(Full Name and Address)

hereinafter referred to as our customer and that one of the conditions of the Contract is
the submission of unconditional Bank Guarantee by our customer to your good self for a
sum of Rs. _____ Rupees/PE (as applicable) _____

2. In compliance with the stipulation of the contract, we hereby agree and undertake as
under:-

a. To pay to you unconditionally on demand and/or without any reference to our Customer
any amount not exceeding the sum of Rs. _____ Rupees or
PE (as applicable) _____ as would be mentioned in
your written Demand notes.

b. To keep this Guarantee in force till _____

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the
original/extended delivery period or the warranty of the stores which so ever is later in
duration on receipt of information from our Customer i.e. M/s. _____

or from your office. Claim, if any must be duly received by us on or before the day. Our
liability under the Bank Guarantee shall cease on the closing of banking hours on the last
date of the validity of this Bank Guarantee. Claim received thereafter shall not be
entertained by whether you suffer a loss or not. On receipt of payment under the
guarantee, the document i.e. Bank Guarantee must be clearly cancelled, discharged and
returned to us.

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.

e. That with the consent of our customer you may amend/delete any term/condition of the contract or add/delete any term/condition to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alteration 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 is an unconditional Bank Guarantee which shall be enforceable on sight on presentation without any reference to our Customer/Seller or vendor.

Guarantor

Dated: _____

(Bank Seal and Signature)

**AFFIDAVIT/UNDERTAKING
(WORTH RS. 100) ON JUDICIAL STAMP PAPER**

My _____ Authorized signatory/
Partner/MD of M/s _____ do hereby solemnly affirm to DDP
(Army), DP (Navy), DP (Air) and Directorate General Defense Purchase, Ministry of Defence
Production, Rajasthan that our firm M/s _____ has applied for registration
with Director General Defense Purchase (DGDPA) duly completed all the documents required by
regulator section of _____ (state) i.e before signing the contract, I certify that the above
mentioned statement is correct. In case it is detected on any stage that our firm has not applied
for registration with Director General Defense Purchase or statement given above is incorrect,
our firm will be liable for disciplinary action initiated (i.e debarring, the firm to business with
other Defence Establishment and Govt Agencies). I also accept that any disciplinary action
taken will not be challenged in any Court of Law.

Station: _____
Date: _____

Signature: _____
Name: _____
Appointment in Firm: _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1. Schedule to Tender No. 249002262501360342 Dated: null This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 2025-04-17 11:00:00.0 Please drop tender in the Tender Box No. 205

2. You are requested to please use this Proforma 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 and stamped. Same are available at www.ppra.org.pk

S.NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	Null (Procurement of IT & Mass Green) Detailed Technical Specification Special Instructions: As Per Annex A General Instructions: As Per Annex B	10 NUMBERS		
	Above mentioned price includes 18% sales Tax (Please tick Yes or No)		Yes	No
	Grand Total			

Terms and Conditions

1. Terms of Payment	As per Annex B
2. Origin of O&M	To be indicated by the Firm
3. Origin of Stores	To be indicated by the Firm
4. Technical Security Proposal	Required
5. Delivery Period	within 03 months after finalisation of contract
6. Currency	US Dollar
7. Basis for acceptance	FOB
8. Bid validity	The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of technical offer 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.e. as per PFRR Rule-36.
9. Tendering procedure	Single Stage - Two Envelopes Bidding procedure will be followed. PFRR Rule 36 refers.

12. Earnest Money/Tender Bond

Please ensure Earnest Money is contained in a separate envelope (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 Cash Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

a. Submitting improper Earnest Money/Bid Security
Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/T conditions (Clause 14 of OP-1 and clause 10 of OP-2) on the subject. We have no objection on certification 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 call for different categories OF FIRMS would be as under:-

- | | |
|--|--|
| (i) Registered/Indexed/Frs-Qualified Firms | 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million |
| (ii) Registered/Frs-Qualified but Un-indexed | 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million |
| (iii) Unregistered/Un-Frs-Qualified/Un-indexed | 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million |

c. Return of Earnest Money.
(i) Earnest money of the unsuccessful bidders will be returned on finalisation 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).

12. 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 File Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless valid File 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 BQ, 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 envelope 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-3 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A, B & C duly signed and stamped by firm authorized rep is to provide for technical scrutiny.
- j. Price preference is admissible to local manufacturers over foreign vendors as per PPPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 627 (1/2001).

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

DP-1

Tender No. 8880/180342

Name of the Firm _____
DDDP Registration No. _____
Mailing Address _____
Date _____
Telephone No. _____
Official E-Mail _____
Fax No. _____
Mobile No. of contact person _____

To

Directorate of Procurement (Navy)
through Bahria Gate Near-3400
Center, COA Market
at Naval Residential Complex
Sector E-8, Islamabad
Tele: 991-9922110
Email: opn@navy.gov.pk

Dear Sir, I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 days and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. We shall be bound by a confirmation of acceptance to be designated within the prescribed time. I/We have understood the instructions to Tenderers and General Conditions Governing Contract in Form No. DDPB (Revised-2018) included in the parental written Government of Pakistan, Ministry of Defence (Directorate General Defence Purchases) 'General Conditions Governing Contracts' and have thoroughly examined the specifications/drawings and/or patterns issued in the schedule herein and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. 3. The following pages have been added to and form part of this tender.

A. _____
B. _____
C. _____

YOURS FAITHFULLY,

(SIGNATURE OF TENDERER)

(CAPACITY IN WHICH SIGNED)
ADDRESS _____

DATE _____

SIGNATURE OF WITNESS

ADDRESS _____

Individual signing tender and/or other documents connected with a contract must specify:-

- (a) Whether signing as "Sole Proprietor" of the firm or his attorney;
- (b) Whether signing as a "Registered Active Partner" of the firm or his attorney;
- (c) Whether signing for the firm "per prolocution";
- (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 probanda invoice (in original);
- (f) Earned money;
- (g) Treasury Chalan Form for Income Tax as applicable.

ANNEX A TO SIBQ

ESSENT NO. 100032

DATED 20 NOV 24

TECHNICAL SPECIFICATIONS – (MOTOR GRADER)

S.No	TECHNICAL SPECIFICATIONS	Firm's Reply (Complied/ Partially Complied/ Not Complied)
1.	<p>Guidelines for Firm for Submitting Technical Proposal for Technical Evaluation: Firm is required to clearly mention Complied/Partially Complied/Not Complied remarks against each Clause and justify same through mentioning references to respective Clause from the attached firm's technical proposal/bid/quote in the following format.</p>	Complied
	OFFERED MODEL/MAKE:	
1.	<p>CAT/Komatsu/SBLG HDD, fully loaded latest model with AC Cable, Heater, side mirrors, Jack, rear mirrors and safety seat belt with origin USA, Europe/ Japan.</p>	
2.	<p>PURPOSE OF USAGE: To perform earth filling, ground leveling, shifting of construction material, site clearance & site developmental functions associated with construction at various terrains.</p>	
3.	<p>TECHNICAL DETAILS: Diesel Engine Engine Power _____ 128 kW to 170 kW Max. Output _____ 110 S/m Blade</p>	

Min. cutting depth 400 – 500 mm

Min. Blade angle position : 70 degree

Arc Radius: 320 – 420 mm

Workboard Dimension:

Width: 4.1m – 4.2m

Height: 600 – 700 mm

Thickness: 18 – 25 mm

Speed: 40 – 50 Km/hr (Forward)

4. Colour: Commercial

5. Tyres:

OEM Brand name, steel and speed limits are to be mentioned in the technical offer. Tyres manufacturing date should not be more than one year old from the date of delivery of vehicles.

6. Battery: OEM Brand name to be mentioned in the technical offer. Manufacturing date should not be more than one year old. Warranty certificate is to be provided.

7. Following will be provided with each vehicle (without any additional cost):

a. Standard tool kit (screwdriver, pliers, plug spanner etc. as per OEM) : 01 set

b. Fire Extinguisher HCF (82 Kg) : 01

c. Spare Wheel : 01

d. Hydraulic Jack for vehicle weight + payload : 01

ESSEX R 10 519Q

INDENT NO 2499022

DATE 18 NOV 21

GENERAL TERMS AND CONDITIONS

C No	General Description/Conditions	Supplier's Reply
1	<p>SCOPE OF SUPPLY WORK</p> <p>The Supplier undertakes to deliver equipment/works/items including Supplies and Services to the Purchaser on F.O.B./C.F.R. on Ex-Works basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent.</p> <p>The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with drawings and diagrams, provide the equipment/parts/work and supply the Services within the dates specified in the Project Time Schedule.</p>	
2	<p>PROJECT SCHEDULE</p> <p>The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any other dates or periods the Supplier shall strive to compensate such variances in order to finally meet any subsequent finishing dates.</p> <p>In the event of any change order, or of any act or omission on the part of the Purchaser, or any delay of work requires the Supplier shall be delayed in the completion of the Contract then provided that the Supplier shall, as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable.</p>	
3	<p>SCHEDULE OF PAYMENTS</p> <p>The DCF shall be paid to the Supplier by the Purchaser through an irrevocable and confirmed Letter of Credit (LC) to be opened by the Purchaser in favour of the Supplier through a</p>	

scheduled Pakistan Bank controlled by State Bank of Pakistan through CMA (DP). All bank charges relating to opening of LC (including opening and confirmation charges) shall be borne by both Parties in their respective countries. All payments to the Supplier shall be received through CMA(DP) on completion of respective deliveries as mentioned below or as specified by DP (N)

a. 40% payment on completion of following:

- (1) Delivery of vehicle to the consignee on FORTNIGHT basis at Pakistan airports/airbases/ports.
- (2) Title insurance.
- (3) Provision of all documents.

b. 20% payment on completion of following:

- (1) Successful completion of test trials of the vehicle complying all specifications mentioned above and issuance of final acceptance certificate by the user.
- (2) Transfer of reserve & insurance covering 100% term.

c. 20% payment on issuance of CRV by the consignee.

4. ADVANCE BANK GUARANTEE (ABG) (IF APPLICABLE)

ABG for an amount equivalent to advance payment, not exceeding 20% of TCF, obtained from a scheduled bank of Pakistan in the favor of CMA(DP). Resignation or a partial return part shall be furnished by the Supplier. This ABG shall be valid until 60 days of completion of all contractual obligations as specified in the Contract and thereafter it shall be returned to the Supplier.

5. PERFORMANCE BANK GUARANTEE

To ensure timely and correct supply of items, the Supplier shall furnish an unconditional and irrevocable (PB) within 30 days of contract signing from a scheduled Pakistan Bank for an amount equivalent to 10% of the contract value (on a Banked Stamp Paper of the value of PK100,000, in the name of consignee as that of the Contract and address to the favor of

WARRANTY: Extended. The CWADIP, Receipted for the like price of working components of the PWG or if the same has been obtained by the Purchaser himself, this PWG shall remain valid for 60 days beyond the completion of warranty period.

If the Supplier fails to meet the Work Completion within the specified period because of circumstances that the Supplier is responsible for, the Purchaser reserves the right of cancelling the Contract.

In the event of any material breach of terms of Contract having implication on Time schedule and Scope of Work beyond the acceptable limits defined in this Contract, the Supplier shall be given a written notification in writing by the Purchaser within 30 days and if the Supplier fails to take satisfactory remedial actions, Purchaser shall have the right to forfeit the PWG not only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to make any claim or demand of PWG provided to the Purchaser on account of this contract through any Court, arbitrator or any other process including administrative in nature whatsoever.

6. CONTRACT EFFECTIVE DATE (CED)

CED shall be established and notified by the Purchaser upon completion of following pre-conditions:

- a. Contract signing.
- b. Approval of Export License.
 - c. Opening of confirmed and irrevocable Letter of Credit (LC) by the Purchaser.
- c. Submission of DCA by the Supplier.

7. PRICES OF THE ITEMS

The Supplier should mention the price of all deliverables (i.e. Instruments, Services, Spares, Accessories, Test Bench/ Tools/ Test Equipment, Toolings, IATs, Assembly Acceptance Trials, Installation/ Integration, Acceptance Test Bench/ Commissioning etc. where applicable) separately in financial terms. The same are to be subsequently incorporated in the contract documents.

8. EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)

The Supplier shall be responsible to apply to the relevant laws and to deal with all applicable permits and import licenses etc. outside Pakistan from the relevant government(s), for the Goods and Supplies.

Upon signature of the Contract but before CED, the Supplier shall apply for any necessary export licenses or other government approvals outside Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to the country or any other country from where Supplies originate. The Purchaser is responsible for issuing the IEC, or for the required forms by respective officials or governments, within 30 (Thirty) days in receipt of the request of the Supplier.

In case any import/export licenses cannot be obtained from the countries where exports, Supplies or parts thereof shall be provided to such a case or in case of technical reasons, the requirements shall be brought to the notice of the Purchaser within shortest possible time with alternate options available with the Supplier. The Purchaser shall have the right to accept or propose alternatives for the material. Alternate options shall be finalized after mutual agreement between the Parties to be properly analyzed by means of an Amendment to Contract.

The Parties acknowledge that being granted any export license that may be required by applicable law is beyond the reasonable control of the Supplier and as such, the Supplier is not responsible that any such import/export licenses shall be granted by the competent authorities. In such event, the Parties shall promptly consult with one another and with their respective legal counsel to discuss and agree upon a mutually acceptable course of action and resolution.

After the Import License Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (constituting one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, suspension, denial or the like in regards to import/export licenses would not be deemed to be an event of Force Majeure. If required, provision of Valid User Certificate or any other document or information reasonably required by the Supplier in due time is the responsibility of the Purchaser.

8. PERFORMANCE GUARANTEE TEST

The Purchaser may decide to arrange a Performance Guarantee Test during inspection of the Equipment/Vehicle. The Performance Guarantee Test shall then be conducted in accordance with the mutually agreed Performance Protocol Test Procedure and Protocol which defines the obligations of both PARTIES.

In the event the performance guarantee value as specified in Performance Guarantee Test could not be obtained for reasons attributable to the Equipment, and for which the Supplier shall be held responsible under the Contract, the following shall apply:

	<p>The Supplier shall be certified for a mutually agreed period, to take the necessary measures necessary to eliminate the defects or deficiencies by repairing or replacing the affected parts of the Equipment. After such corrective measures Performance Guarantee Test shall be repeated and in the event that the Equipment fails to meet the guaranteed values stated in Performance Period Test Procedures and Protocol, then liquidated damages shall be applicable as per article 10.4.1.1.1.1.</p>	
<p>10</p>	<p>TRANSFER OF TITLE AND RISK</p> <p>Risk of loss and damage to the Equipment shall be transferred to the PURCHASER according to the INCOTERMS 2020 used in the Contract and stated in Article 1.</p> <p>Title to the Equipment/Vehicle shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.</p>	
<p>11</p>	<p>TRAINING</p> <p>Training as per requirement of End User to be conducted prior to system handing over. The Supplier shall provide the training to End User personnel personnel as highlighted in annexure sub-programme. Training is to completed within one month of inspection/acceptance activities of the vehicle.</p> <p>a. Operators Training: 01 a Operators to be trained at its premises or in Pakistan for 02 a working days by the Supplier within 30 days of inspection/acceptance of vehicle. All concerned operators should have sufficient technical knowledge to be able to operate the equipment. End User shall take over operation of the complete system and its application by the end of second week of acceptance of the System.</p> <p>b. Maintenance Training: 01 a Maintenance to be trained at its premises or in Pakistan for 02 a working days by the Supplier within 30 days of inspection/acceptance of vehicle. All concerned operators should have sufficient technical knowledge to be able to operate and maintain the equipment.</p>	
<p>12</p>	<p>CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES</p> <p>The Purchaser shall pay all applicable customs, import duties, taxes and other charges due on the Equipment payable upon its importation into the country of destination.</p> <p>The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of</p>	

The responsibilities of the Equipment in connection with the supply by the Supplier of Equipment and Services:

All amounts which are to be payable by Purchaser pursuant to this Contract include any value added tax (VAT), sales tax, services tax, Goods and Services Tax (GST), taxes on turnover or similar taxes. If the supply of Equipment or Services hereunder are chargeable to any value added tax, sales tax, services tax, Goods and Services Tax (GST), taxes on turnover or similar taxes inside country of destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser.

Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whatsoever levied in the country of destination of the Equipment.

If Purchaser is required by any law to make any deduction or withholding from any amount payable to Supplier under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier shall receive (less than any liability in respect of any such deduction or withholding) a net sum equal to the amount which it would have received had no deduction or withholding been required to have been made. Purchaser shall pay any such withholding or deduction to the relevant authority as required by law and shall promptly provide Supplier with an official receipt or certificate in respect of the payment of the withholding or deduction.

(3) DOCUMENTATION

The Supplier shall provide two sets of following original documents (in English) for each item system:

- a. Operator manual covering comprehensive operating instructions alongwith CD's.
- b. Maintenance manual and procedures alongwith flow charts and diagrams with circuit diagrams with all maintenance features of the equipment.
- c. Complete printed spare parts list alongwith Part list, as far provided at the time of delivery of equipment. List of the missing items may also be provided.
- d. Complete wiring, terminal & logic level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams.

	<p>1. Case diagrams, engineering diagrams and technical diagrams of entire project.</p> <p>2. Illustrated parts catalogues (IPC).</p>	
<p>17</p>	<p>SCALES (where applicable)</p> <p>The lot of system package shall be based on IBM, engineering drawings. The supplier shall provide 01 year contract service free of cost and 02 year depot service if required by Purchaser or system.</p>	
<p>18</p>	<p>WARRANTY/GUARANTEE</p> <p>1. Warranty period of all items except defective raw materials shall commence from the date of acceptance of Goods. Equipment, whereas warranty of defective raw materials commence at the time of manufacturing/ acceptance shall commence after defect rectification of equipment.</p> <p>2. The items and all its associated accessories should be warranted against DMI..11 by the Supplier for a period of 01 year or 10,000 hrs whichever comes earlier. In all defects or breakdown from the date of final acceptance by PN. Software provided with the systems should also have warranty for a minimum period of 03 years for any bugs found in operations. The Supplier shall provide replacement of software system in the period.</p> <p>3. The Supplier should provide guarantee that the article supplied are of latest version and all their features/ capabilities have been incorporated in the equipment being supplied.</p> <p>4. The Supplier should provide guarantee that the items produced are of correct dimension and exact size, in accordance with approved drawing, and in all respects. The materials used, whether or not of the manufacturer should also be in accordance with the latest approved/ standard specifications.</p> <p>5. The Supplier shall provide guarantee for 03 years supportability of the equipment (hardware and software where applicable) for at least 03 years after acceptance of the entire system.</p>	
<p>19</p>	<p>RISK & EXPENSE</p>	

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 expenses limited to the structure of the contract.

17. ACCEPTANCE CRITERIA

a. The Supplier should start developing of acceptance criteria of the vehicle/system within 15 days of signing contract (both hard and soft copies in English) after necessary approval by PN. The final acceptance procedure may be made by PN, taking into consideration the final procedure recommended by the Supplier, system specifications provided by the Supplier and PN own experience together or as per the mutually agreed timeline as defined in the contract.

b. The Goods/Supplies/Vehicle shall undergo one trial.

c. The final acceptance certificate should be signed by PN only after successful completion of all acceptance criteria.

d. System/Vehicle acceptance shall be based on operational performance through practical verification as per stated specifications of different equipment/vehicle and operational requirement for a test period (as per acceptance criteria) (may be extended if discrepancies are observed).

18. TECHNICAL ASSISTANCE

The Supplier should be responsible for successful Setting-up/Work, commissioning/training, application and Test/Drive of the system/vehicle on site in Pakistan. The technical assistance by the Supplier during warranty period should be free of cost and on request basis to the satisfaction of during warranty period should be free of cost on request basis to the satisfaction of Pakistan.

19. NON-DISCLOSURE AGREEMENT

Any information about the sale/ purchase/ services/ drawings/ infrastructure etc. of the project under the contract shall not be disseminated to any person, other than the manufacturer/ provider of the system/ drawings/ machinery/ equipment/ tools etc. or to any person/ agency not authorized by the Pakistan to receive it. Any breach of this contract shall be punished under the Official Secret Act 1923.

Provisional rights for publication of the program and the sole responsibility of the Purchaser, and any use by the contractor shall be subject, in all instances, to the Purchaser's prior written approval.

23. SOFTWARE, WHERE APPLICABLE

Software as well as test programs and related hardware/equipment, leading to software operation, maintenance software (at component level) and testing software etc. should be provided by the contractor/Supplier. In addition following would also be required:

- a. Software program (in English language) should be user friendly.
- b. The software modules should be fully documented in the software documentation for understanding their operation.
- c. It should be fully supportable for through life in case of an upgrade in hardware is necessary due to obsolescence, and/or technological advancements.
- d. Software should be warranted for a period of at least 05 years of trouble free operation.
- e. Necessary software for testing the diagnostic test up to component level should also be provided.

24. INSPECTION OF VEHICLE ACCEPTANCE TEST PROCEDURE

Clear

a. The owner vehicle shall be jointly inspected and accepted by the PM Inspection Authority (IA) CNS. CNS may constitute the inspection team comprising of following officers: Reps and may also include any other member, if required:

- (1) Rep of Supplier
- (2) Rep of End User
- (3) Rep of concerned agency
- (4) Rep of CNS

b. The inspection team shall inspect and test the vehicle to confirm their conformity to

The contract specifications.

b. The conditions of the contract and technical specifications shall specify inspection and acceptance required by the Purchaser and price of contract.

d. Purchaser shall notify the Supplier by writing of the findings to any representative assigned for this purpose.

e. If any inspected or tested vehicle fail to conform to the specifications, Purchaser may return them and the Supplier shall either replace the rejected goods vehicles or make alterations necessary to meet specification requirements listed and to Purchaser.

f. Purchaser's right to inspect, test and where necessary, reject the goods after arrival by Purchaser (if applicable) shall in no way be limited or waived by reason of the goods/vehicles having previously been inspected, tested and moved by Purchaser or its representative prior to the goods/vehicles shipment from the country of origin.

g. Purchaser's latest technical specification drawing of the vehicle model that will be accepted during T&E process to be included in contract to avoid problem during respective inspection process.

22. PART & PIECE CHARGES

All part & piece charges shall be paid or accrued (if applicable) by Supplier. Contact PM Entertainment Headquarters, West Wind Road Karachi on substitution of the bill duly verified by Commanding Officer PM (Traffic & PWD in the Company).

23. DISCREPANCY

The Supplier shall render a discrepancy report to all concerned within 28 days after receipt of orders for discrepancies found in the consignments. The quantities found short for defective are to be made by the Supplier, without any additional cost on "T&E" consignee's expenses within 30 days.

24. COMPENSATION ON BREACH OF CONTRACT

If the Supplier fails to supply of contracted items or quantity is supplied other than 95% or

within 30 or general market conditions due to default of Supplier. Supplier of minor equipment declared defective and covered here in the Government. Supplier shall be liable as per to the Government compensation for loss or inconvenience resulting from its default or from the violation of the contract when such default or violation may give such compensation shall be in cases as per the bill amount, if approved by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier/Supplier to Government treasury in the currency of contract.

19. SHIPPING INSTRUCTIONS :

The Supplier shall be responsible for the shipment of the Supplies on **PERCHER** or **Kanchar** boats. These Supplies shall not be deep-sea-ship or deep Indian Inland Vessels.

The Purchaser shall be responsible for clearance of assignment from Karachi Sea Port Report and its safe delivery to consignee. Upon shipment of a consignment, the Supplier shall immediately provide following documents/ information to Consignee:

- Bill of Lading: A/B/C (in original)
- Permit/entry and packing list of the cargo (in original)
- Consent address of the consignee
- Name of ship or Afloat or (Airright Company)
- Expected date / time of arrival
- Quantity, description and weight of the cargo
- Sea Report of discharge

20. PACKING DETAILS

Packing and other requirements for export to include following aspect where applicable:

- a. Packing (and detailing the contents of the consignment) package
- b. Packing to be marked as order

FRONT SIDE: Name and address of consignee

THE CONTRACT NO. _____ (DATE) _____

Case Weight _____

Maximum Value: 10" or 12" in diameter, according to the size of the pulley.

- c. Depth average requirements listed to be specified.
- d. Finalized environmental effects/requirements to be specified.
- e. Working details listed to depth to be specified.

17. CHECKING OF SUPPLIES AT CONSIGNEE'S END:

Upon arrival, supplies shall be checked at consignee's end in the presence of the Purchaser and Supplier's representative. If for the reasons of security, or any other reasons, the Supplier declines and/or restricts the representative for such checking, an advance written notice to this effect shall be given by the Supplier to the consignee prior to or immediately on shipment of order. In such an event the Supplier shall clearly undertake that the discharge of consignee with regard to quantities and description of the consignment shall be taken, in final and any discrepancy found shall be accordingly made up by the Supplier. In all other cases, the consignee shall inform the Supplier about arrival of consignment immediately on receipt of order through fax. If no response from the Supplier is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of order shall be binding on the Supplier in such cases.

18. PENALTY:

a. The Supplier before making the shipment shall carry out comprehensive test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test trials, Purchaser has the right to outright reject the equipment or accept penalty at the rate of 10 - 15% of the value of the relevant equipment item.

b. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at its cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like 'warranty' guarantee obligations as per 18F-13.

19. CONTRACT COMPLETION UNDERTAKING:

	<p>Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no arrears, goods, supplies, services and payments are outstanding. Concurrently, the Purchaser shall verify through a "No Objection Certificate" that the requirements stated by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Specimens of Contract Completion Certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, their counterparts shall be returned by CMAA/DPF to the Purchaser for onward return to the Supplier.</p>	
10	<p>COMPLIANCE WITH INTERNATIONAL STANDARDS</p> <p>The Goods/Services shall comply with all relevant ISO standards stipulated in the Contract and valid on the date of signature of the Contract. The Parties agree that any violation of any ISO standard after signature of the Contract is deemed explicitly not to be a circumstance within the responsibility of the Supplier. Implementation of any variations to the relevant ISO standards for the purpose of operating the Equipment shall be agreed between the Parties within the contractual change management procedure, prior to realization.</p>	
11	<p>TECHNICAL SUBJECTS</p> <p>Technical scrutiny of specifications furnished by the bidder shall be carried out by a committee constituted by NTPC.</p>	
12	<p>DELAYS AND LIQUIDATED DAMAGES (LDs)</p> <p>Following Liquidated Damages shall apply for late completion of Consultancy Services as given in the Contract:</p> <p>a. Delay in the completion of all contractual items (irrespective up to Twenty One (21) days and for subsequent schedule items up to 11 days from the original delivery period only) shall be regarded as "gross period" and no penalties/amounts shall be incurred. When LD is imposed, gross period shall be inclusive.</p> <p>b. For delays beyond the Gross period of Twenty One (21) days supplied caused by consultant, Purchaser shall have the right to impose LDs.</p> <p>c. LD imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the type of the task as decided by Consultant/Purchaser Officer) of the value of items supplied late per month or a part of a month for the period exceeding the original delivery period and</p>	

	<p>liable to be imposed on the Supplier by the Purchaser in accordance with LPPAS-20 (Revised 2019), if the stated services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total L1B fees imposed shall not exceed 10% of the total value including taxes/duties/flight/ RPT, insurance charges of the services performed for.</p>	
11	<p>BIDDING PROCEDURE</p> <p>This tender shall be issued on Open Tender using Single Stage Tender Envelope Bidding procedure.</p>	
12	<p>LANGUAGE, MEASUREMENTS AND WORKING METHODS</p> <p>All drawings, specifications and methods, Manufacture Instruction (MFI) of software and hardware, all marking and identification systems and all other documentation (as applicable) required to be produced or delivered by the Purchaser under the Contract shall be written, and markings contained, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.</p>	
13	<p>INTEGRITY PACT</p> <p>If the Supplier or any of his sub-contractors, agents or servants is found to have violated or attempted to violate the Integrity Pact (Annex placed at Appendix I) signed by the Supplier, then the Purchaser shall be entitled to:</p> <ol style="list-style-type: none"> Recover from the Supplier an amount equivalent to ten times the sum of any commissions, gratuities, bribes, broker's fee or kickback given by the Supplier or any of his sub-contractors, agents or servants. Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination, or of any other contract business practices of the Supplier or any of his sub-contractors, agents or servants. 	
14	<p>AMENDMENT TO CONTRACT</p> <p>Amendment to the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment to the contract agreement.</p>	

17. **Arbitration:** All matters of dispute or difference except regarding rejection of goods by the Inspector under para 7a of Chapter -XVI and the cancellation of the contract by the purchaser under para 1 of Chapter-X of this book, arising out of this agreement between the parties hereto, the settlement of which is not otherwise specially provided for in this agreement, shall be referred to arbitration as under:-

(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 will be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law.

(2) The venue of arbitration shall be the place from which the contract is made or such other place as the Purchaser at his discretion may determine.

(3) Arbitration award will be final and binding and unchallengeable in any court of law.

18. **FORCE MAJEURE**

The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to events of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, riots and other such events like Pandemics, Lock down, acts of Governments or any other authority exercised in addition to any action in connection with the Contract (including delay, refusal, denial, retention or any other decision regarding any import, transportation, visa, civil commotion, acts of foreign governments and its agencies and elsewhere) directly affecting the deliveries, and events or circumstances, including, but not limited to, any action taken hereafter by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 30 (thirty) days of the happening and within the same timeframe shall the discontinuation of such circumstances happening in writing.

The Party invoking the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned events along with Force Majeure event and of its effects on the delivery of the Supplies or any of its obligations towards this Contract.

Once the Party invoking the Force Majeure has provided the reasonable proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged as to reality. In such case the Force Majeure shall be considered to have occurred.

If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed to the Supplier for completion of his obligations as affected without any increase in Contract Price.

If Force Majeure is considered present for a continuous period of more than (06) (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide their course of action.

19. TERMINATION OF CONTRACT

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 stock-in-progress 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.

In the case of remainder of the undelivered stock-in-progress the Purchaser may also elect:

a. To have any unfinished completed and take the delivery thereof at the contract price.

b. To accept the remaining quantity and pay to the Supplier for the articles or sub-components or type materials purchased by the Supplier and are in the actual process of manufacture at the time 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.

c. The payment shall however be made for any materials not yet in the actual process of manufacture by the date notice of cancellation is received.

d. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to make Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/terminate the contract fully or any part thereof at the risk and expense (R&E) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.

40 CONFIDENTIALITY

The Supplier and the Purchaser shall keep confidential all information of the other party, whether designated as confidential or not, obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party. The provisions of this clause shall not apply to any information in the public domain otherwise than by breach of the Contract or information obtained from a third party who is lawfully free to reveal it.

The Supplier and the Purchaser shall divulge confidential information only to those employees who are directly involved in the Contract or have use of equipment under software used in connection with the Contract and shall ensure that such employees are aware of and comply with their obligations as to confidentiality.

The Supplier shall undertake that any information about the sale/purchase of the items under this contract shall not be communicated to any person, other than the manufacturer/Supplier/owner's (hereafter) or to any press or agency not authorized by the Purchaser to receive it. Any breach of this clause shall be penalized under the Official Secret Act 1911 in addition to termination of the Contract at the risk and expense of the Supplier.

41 LONG TERM LOGISTIC SUPPORT/REPAIRABLE MAINTENANCE

The Supplier shall guarantee to supply the necessary spares/facilities repair/maintenance for over 10 years from the date of its final acceptance of the system by Purchaser. All the CCITM (Commercial off the Shelf) items supplied as part of the main equipment, LRM shall indicate their status of availability.

The Supplier shall be required to have a provision in the same contract for replacement of defective components/ parts through exchange and shall provide Standard Replacement Cost for all PCBs, Modules, Sub-assemblies, LRMs, etc used in the equipment's system for next five years. In case of discontinuation of LRM, this requirement shall become part of RSC.

In case of discontinuation of production of any component/ part as result of obsolescence or development of an upgraded version, the Supplier shall inform the Purchaser at least one (1) year in advance. The Supplier shall 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 provide alongwith the offer the name of manufacturer of all the major sub-assemblies and associated accessories of the offered system. The Supplier shall provide

	<p>standard specifications and forms referred to or used for the equipment and accessories.</p>	
42	<p>SEVERABILITY</p> <p>The invalidity or unenforceability of any term or condition of the Contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the Contract shall therefore be interpreted and amended in compliance with the pertinent statutory terms and conditions to its maximum extent between both Parties. Such amendments shall, to the extent possible, ensure the best interests of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability does not affect the underlying intent of the Contract or the validity or enforceability of any or conditions comprising an integral part of or is otherwise indispensable to the remainder of the Contract, then the Parties shall without further delay, meet to agree such other and such amended terms.</p> <p>Failure by either Party at any time to enforce any of the provisions of the Contract shall not be considered as a waiver by the Party concerned of any such provision or in any way affect the validity of the Contract or any part thereof or any other rights of either Party. Such failure shall not affect the rights of the Party concerned to claim compensation (damages or in respect of liquidated Damages (Threshold or otherwise) for defaults, in respect only of the non-enforced provision.</p>	
43	<p>SECURE EXCHANGE OF CORRESPONDENCE</p> <p>All correspondence pertaining to contract between Supplier and PP shall be via secured media.</p>	
44	<p>ASSIGNMENT AND SUBCONTRACTING</p> <p>Neither Party shall assign any of its rights or obligations (in whole or in part) under the Contract without the prior written consent of the other Party, which shall not be unreasonably withheld.</p> <p>The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.</p>	
45	<p>INTELLECTUAL PROPERTY RIGHTS</p> <p>Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract</p>	

	<p>shall use in the Supply. The Purchaser shall have a workable, non-encumbered, non-encumbered, ready-for-issue, to use, and have used, the intellectual property for any purpose.</p>	
46	<p>ASSIGNMENT OF CONTRACT</p> <p>In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or instruments by which the change of ownership takes effect shall have specified provisions to the effect that:</p> <p>A. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract; and</p> <p>B. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.</p>	
47	<p>INDemnITY</p> <p>In the event of the implementation of this project, both Parties shall waive off any claims against each other regarding any claims for indemnity for the losses caused to their respective personnel or respective personnel of sub-contractors and their properties. However, if there losses arise from activities that are attributable error or gross negligence of Supplier or its sub-contractors under the Purchase, the Party involved shall bear alone the burden of the damage claims.</p>	
48	<p>PRESERVATION OF GOODS IN CASE OF IMPOSITION OF SANCTIONS</p> <p>The Purchaser understands that in no condition any embargo or Purchase's Country should affect the execution of this project. However, in case any condition are imposed, the Supplier shall ensure the preservation of Goods, material including form storage or accordance with relevant maintenance manuals at its premises for a period of up to 90 Working Days. The Supplier shall not charge Purchaser for preservation of Goods at its premises during such period and shall not relinquish them without written agreement of the Purchaser. If such sanctions are in effect beyond such 90 Working Days period, then the Purchaser shall take possession of the Goods when that located at such other location as may be mutually acceptable to the Parties, notwithstanding any provision in the contract terms to the contrary.</p>	
49	<p>CERTIFICATE OF CONFORMANCE (COC) BY OEM</p> <p>Supplier shall provide correct and valid e-mail and fax No. to CNS and DPMO. Supplier interacting Supplier shall either provide OEM Certificate Certificate to</p>	

CINS as it is to be provided to CINS under initiation 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' Suppliers rendering false OEM Conformance Certificate shall be black listed.

- (1) Description of Item alongwith Quantity.
- (2) Part/Part No of Item.
- (3) Manufacturer Identification (Name, Address and Contact No).
- (4) Description of Manufacturing.
- (5) List of Nos. (Serial, Batch or Lot) as material / engaged on the item (as applicable).
- (6) Details of Test Reports (IAT) / OEM Lab Test reports alongwith dates and tests conducted (as applicable).
- (7) Details of third party testing authority (if their service used).
- (8) List of Safety/Regulatory Standards (as applicable).
- (9) Conformance to Standard / Specifications stated in the Contract.

10. CERTIFICATION REQUIREMENT

Supplier/OEM shall provide through OEM certificate at the time of supply/delivery of the equipment or material that equipment being supplied is proven equipment.

Supplier through certificate is to confirm that he shall provide input documents at the time of delivery of items.

Supplier certifies the performance of 100% input qualifications, any deviation to be clearly indicated by the offer shall be provided at the time of delivery of items.

OEM's "Certificate of Conformity" originating from "Principal" who is neither the OEM nor the OEM's authorized dealer/supplier shall not be accepted.

11. WORKManship AND MATERIALS

a. All work to be done shall be executed in the manner set out in the Contract. Where the nature of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with accepted good practice. The Supplier shall submit for approval of the purchaser, his detailed method statement(s) for the execution of each item of work as may be directed by the Purchaser. Approval of such method

contractor) shall neither release the Supplier of its responsibilities under the Contract nor bear any liability for claiming additional costs.

6. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work ordered. No work is allowed to be carried out or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he requires it immediately, without unreasonable delay carry out the examination, measurement or testing.

10. CORRUPT GIFTS AND COMMISSIONS

The Supplier shall not:

a. Offer or give or agree to give to any person in the service of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbore to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favour or disfavour to any person in relation to this Contract.

b. Enter into this or any other Contract with the Purchaser in connection with which commission has been or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made, particulars of any such commission and of any agreement for the payment thereof have been disclosed in writing to the Purchaser.

11. MISCELLANEOUS

a. The Supplier should provide the copies of technical specifications referred to or used for the agreement and its amendments.

b. Goods to be accepted on DPL-11 [www.dpl.gov.in](#)

14	<p>OEM'S SPECIFICATIONS, following to be provided alongside technical offer:</p> <ol style="list-style-type: none"> Copy of OEM's list of standard accessories (if any) etc. Details of model code of engine/transmission List of standard fuel etc. 	
15	<p>REJECTION OF VEHICLES BE HANDLED AS GIVEN BELOW:</p> <p>In the event of any vehicle failing to conform to the specification given in the contract, or the failure of supplier in performing any of the contractual obligations stipulated in the contract, the Inspector shall have the right to reject the same. The purchaser will then be at liberty to:</p> <ol style="list-style-type: none"> Allow the supplier to re-submit vehicles in replacement of those rejected within the delivery period specified in the contract, the supplier bearing the cost of freight on such replacement without being entitled to any extra payment, or. Buy the quantity of the vehicle rejected or others of a similar nature from elsewhere at the risk and expense of the supplier, without affecting the supplier's liability as regards receipt of any further consignments due under the contract, or. Terminate the contract and recover from the supplier the actual cost the purchaser has incurred by purchasing the vehicle from elsewhere. 	
16	<p>COUNTRY OF ORIGIN: Imported Indian make and brandy with OEM.</p>	
17	<p>DELIVERY OF VEHICLE: Delivery should be within 90 days after signing of contract on TOR/CR basis, at a place nominated by Pakistan Navy or other Karachi or Islamabad. Supplier to be solely liable about delivery of vehicles after respective acceptance by PN Team.</p>	
18	<p>COMPARISON: The bidder are to provide a comparative chart clearly showing the specifications as per tender. Any deviation must be highlighted and justified.</p>	
19	<p>PRICE VARIATION: Prices in the schedule of items of this contract are firm and fixed. The prices shall be of brand new manufacture.</p>	
20	<p>COURT OF JURISDICTION: should a dispute arise where a party to the contract sues or files the matter in a Civil/Higher Court, or prefers an appeal before, or institutes in a higher court, such matters shall be filed only in the competent Civil Court at Rawalpindi/Islamabad.</p>	

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNST MONEY

IMPORTANT

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

1. Name _____
2. Father's Name: _____
3. Address (Residential) : _____

4. Designation in Firm : _____
5. CMC _____
(Attach Copy of CMC)
6. NTN: _____
(Attach Copy of NTN)
7. Firm's Address _____

8. Size of Establishment of Firm: _____
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner)

(Kindly fill in the above form and forward it under your own letter head with contact details)