

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

Contact: For General Queries 051-9262306, Bahria Gate 0331-5540649, Section: 051-9262307
Email: dpr@paknavy.gov.pk 051-9262307 adpr36@paknavy.gov.pk

P-36/FOR Section (Contact: 051-9262307 Email: adpr36@paknavy.gov.pk)

Tender No and Date R2504360432
Tender Description PROCUREMENT, INSTALLATION AND COMMISSIONING OF 01 x PORTAL CRANE OF FD-IV
IT Opening Date 06/05/2025
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 x Sealed Envelops as per details given below

Sealed Envelope 1 – Technical Offer in Duplicate

This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick against each to ensure that these documents have been

S No	Document	Original Set	Copy Set
1	Bank Challan 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 tick mark against each clause and initiated 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 filled (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filled & Signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	DRAP registration letter (in case of medical)		
10	DGDP Registration Letter (if 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	Firms Commercial Offer	01 x Original
2	Principal Invoice (where applicable)	01 x Original
3	Duly filled DP-2 Form of IT	01 x Original

Firms 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 Bahria Gate

Near SNIDS Centre

Naval Residential Complex

Contact: For General Queries: 051-9262306

Bahria Gate: 0331-5540649

Section: 051-9262307

Email: dpn@paknavy.gov.pk

adpn36@paknavy.gov.pk

M/s _____

Dated :

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 DPP&I-35 (Revised 2019) 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 DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood
agreed

Understood
not agreed

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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-19" in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure and Instructions and DPP&I-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

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agreed

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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, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

Understood agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

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 confirm/comply with IT technical specification in the following format:

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

S. No	Technic Firm's al endorsement requirem (Comply/ ent as Partially per IT Comply/ Comply	Basis of C, PCIn case of non availability of of NC i.e. Referenclosed proof from to page or brochure/ Literature, quote/ brochure attach additional documents/ Non 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 deviates 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 conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

Understood agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

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

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

e FORM DP-1, DP-2, DP-3 and Questionnaires.

Form DP-1, DP-2

(alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the technical offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.

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

Directorate of Procurement (Navy)

Through Bahria Gate

Near SNIDS Centre,

Naval Residential

Contact: For General Queries: 051-9262306

Bahria Gate: 0331-5540649

Section: 051-9262307

Email: dpn@paknavy.gov.pk
adpn36@paknavy.gov

5 Date and Time For Receipt of Tender.

Tender must reach this office

by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468 well before the opening date / time.

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6 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 returned un-opened i.a.w Rule 28 of PPRA-2004.

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7 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.a.w PPRA Rule-26.

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

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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.

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9. Quoting of Rates. Only one rate will be quoted for entire quantity. Item wise. 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 firms Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).

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10. Return of I/T. ITs are to be handled as per following guidelines.

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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 firms name from our future distribution list of invitation to tender.

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

c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.

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.

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

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- Proof of firms financial capability.
- Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
- Principal/Agency Agreement.
- Registration with DGDP (Provisional Registration is mandatory)

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13. Treasury Challan.

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a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.

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

14. Earnest Money/Tender Bond

Please ensure Earnest Money is ☐ Understood ☐ Understood

contained in a separate envelop (not inside Technical or commercial offer). Offer is able to be rejected in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

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

b. Rates for Contract The rate of earnest money and its maximum cell 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 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

(iii) Unregistered/not Pre-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 to the unsuccessful bidders will be returned on finalization of the contract.

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

15. Documents for provisional registration

In case your firm wins a

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

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S No	Local Supplier	Foreign Supplier	<input type="checkbox"/>	<input type="checkbox"/>
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.		
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.		
c.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.		
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.		
e.	Challan Form	Challan Form		
f.	Bank Statement for last one year.	Financial standing/audit balance		
g.	Photocopy of NTN	Photocopy of passport		
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.		

16. Inspection Authority CINS. Joint inspection will be carried out by ☐ Understood ☐ Understood
 INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of ☐ agreed ☐ not agreed
 the contract. ☐

17. Condition of Stores Brand new stores will be accepted on Firms ☐ Understood ☐ Understood
 Warranty/Guarantee Form DPL-15 enclosed with ☐ agreed ☐ not agreed
 contract. ☐

18. Documents Required Following documents are required to be ☐ Understood ☐ Understood
 submitted along with the ☐ agreed ☐ not agreed
 quote

- a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.
- b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.
- c. Original quotation/Principal/OEM proforma invoice.
- d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.
- e. Submit breakup of cost of stores/services on the following lines:

- (i) Imported material with break down item wise along-with import duties.
- (ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-
 - (1) General Sales Tax
 - (2) Income Tax
 - (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
 - (4) Any other tax duty.
- (iii) Fixed overhead charges like labour, electricity etc.
- (iv) Agent commission/profit, if any.
- (v) Any other expenditure/cost/service/remuneration as asked for in the tender.

19. Rejection of Stores/Services The stores/services offered as a ☐ Understood ☐ Understood
 result of contract concluded against this tender may be rejected as ☐ agreed ☐ not agreed
 follows ☐

- a. 1st rejection on Govt. expense
- b. 2nd rejection on supplier expense
- c. 3rd rejection contract cancellation will be initiated.

20. Rejection of Stores/Services. To ensure timely and correct supply Understood ☐ Understood ☐

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 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

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21. Integrity Pact. There shall be "zero tolerance" against Understood ☐ Understood ☐
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:

a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.e w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpn@paknavy.gov.pk.

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

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Respective Section Tel: 051-8271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

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22. Correspondence. All correspondence will be addressed to the Understood ☐ Understood ☐

Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi and Consignee respectively with copy endorsed to the DP (Navy).

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23. Pre-shipment Inspection. PN may send a team of officers Understood ☐ Understood ☐

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, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or

Contract ☐ or ☐ case contract ☐ or ☐ responsible

ble for bearing such expenses, detailed breakdown of the same should be given ☐ agreed ☐ not agreed
separately in the commercial offer.

24. Amendment to Contract Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract
- Understood agreed ☐ Understood not agreed ☐
25. Discrepancy The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.
- Understood agreed ☐ Understood not agreed ☐
26. Price Variation
- a. Prices offered against this tender are to be firm and final.
- b. 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.
- c. 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.
- Understood agreed ☐ Understood not agreed ☐
27. Force Majeure
- a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.
- b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start of force majeure event.
- c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.
- d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.
- e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.
- Understood agreed ☐ Understood not agreed ☐

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.

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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.

29. Court of Jurisdiction In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter

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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 & I-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.

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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 & I-35.

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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.

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33. 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.

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34. Termination of Contract.

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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.

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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 render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and

35. Rights Reserved. Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).

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36. Application of Official Secrets Act, 1923. All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

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37. Acknowledgment

Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. WWW.PPRA.ORG.PK

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38. Disqualification

Offers are liable to be rejected if -

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- 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 this 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. Manufacturers 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 connivance 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.

39. Appeals by Supplier/Firm

Any aggrieved Supplier/Firm against the decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

Understood
agreed

Understood
not agreed

☐
☐

S.No	Cetegary 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. Limitation	Any appeal received after the lapse of timelines given in para 39 above shall not be entertained.	Understood agreed	Understood not agreed
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41. For Firms not Registered with DGDP. Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website www.dgdp.gov.pk . These firms can participate in tender law paras 12 and 14 above	Understood agreed	Understood not agreed
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☐

42. Firms which are not registered with DGDP should initiate provisional registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:	Understood agreed	Understood not agreed
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☐
☐

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

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
agreed

Understood
not agreed

☐☐

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

Understood
agreed

Understood
not agreed

☐☐

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

Understood
agreed

Understood
not agreed

☐☐

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRM'S NAME M/s _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received)

3. This warranty shall remain valid for 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 BG

(i) Contract No. _____ dated _____
(ii) Name of Firm/Contractor _____
(iii) Address of Firm/Contractor _____
(iv) Name of Guarantor _____
(v) Address of Guarantor _____
(vi) Amount of Guarantee Rs. _____
(☐) _____
(in words)
(vi) Date of expire of Guarantee _____

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

Sir

1. 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/FE (as applicable) _____

2. In compliance with this 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
and amount not exceeding the sum of Rs. _____ Rupees or
FE (as applicable) _____ as would be mentioned in
your written Demand Notice.

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 warrantee 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 this day. Our
liability under this 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 this
guarantee, this 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/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. _____ (Rupees _____).

f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.

g. That this an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/Seller or Vendor.

Guarantor

Dated: _____

(Bank Seal and Signatures)

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

Mr. _____ Authorized signatory/
Partner/MD of M/s _____ do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry of Defence
Production, Rawalpindi that our firm M/s _____ has applied for registration
with Director General Defence Purchase (DGDP) duly completed all the documents required by
registration section on _____ (date) i.e before signing the contract. I certify that the above
mentioned statement is correct. In case it is detected on any stage that our firm has not applied
for registration with Director General Defence Purchase or statement given above is incorrect,
our firm will be liable for disciplinary action initiated (i.e debarring, the firm do 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. 2490035/R2504360432 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:05 Hours on 2025-05-06 11:00:00.0 Please drop tender in the Tender Box No. 205

2 You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.

3 You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed and stamped. Same are available at www.ppra.org.pk

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	null PROCUREMENT, INSTALLATION AND COMMISSIONING OF 01 x PORTAL CRANE OF FD-IV ALONGWITH RAIL TRACKS/ACCESSORIES Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions: As Per Annex B	1.0 NUMBERS		
	Above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes	No
	Grand Total			

Terms and Conditions

1. Terms of Payment As per Annex B
2. Origin of OEM To be indicated by the firm
3. Origin of Stores To be indicated by the firm
4. Technical Scrutiny Report Required
5. Delivery Period within 08-10 months of contract effective date
6. Currency PAK RUPEES
7. Basis for acceptance FOR
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.a.w PPRA Rule-26.

9. Tendering procedure Single Stage - Two Envelopes
bidding procedure will be followed. PPRA Rule 36 refers.

10. Earnest Money/Tender Bond

Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

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

- b. Rates for Contract The rate of earnest money and its maximum 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 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
- (iii) Unregistered/not Pre-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 to the unsuccessful bidders will be returned on finalization of the contract.
(ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

13. Special Note.

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

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.
- b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BiD, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A, B & 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 PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

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

DP-3

Tender No. R. 25. 04. 35 0432

Name of the Firm.....
DGDP 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 SNIDS
Center, CDA Market
at Naval Residential Complex
Sector E-8, Islamabad
Tele : 051-9262310
Email : dprn@paknavy.gov.pk

Dear Sir, 1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time. 2. I/We have understood the instructions to Tenders and General Conditions Governing Contract in Form No. DDP&I (Revised-2019) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. 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 SIGNING)

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 procuration".
- (d) In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal's proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Chaitan Form for tender Fees as applicable

ANNEX 'A' TO NHQs

INDENT NO. 2490035

DATED 16 Jan 25

DETAILED TECHNICAL SPECIFICATIONS

S.No.	DESCRIPTION																																							
1.	<p>SCOPE OF SUPPLY: PROCUREMENT, INSTALLATION AND COMMISSIONING OF 01 X PORTAL CRANE ALONGWITH RAIL TRACKS/ ACCESSORIES – FLOATING DOCK-IV</p> <p>a. The Portal Crane alongwith rail tracks and accessories as per DNV GL standards (Rules for classification of Floating Docks) is required to be installed onboard Floating Dock-IV, at PN Dockyard. The configuration/ Specifications of FD-IV Portal Crane are as under:</p> <p><u>Technical Data:</u></p> <table><tr><td>(1)</td><td>Load carrying capacity at Minimum Radius</td><td>15.0 T</td></tr><tr><td>(2)</td><td>Load carrying capacity at Maximum Radius</td><td>2.0 T</td></tr><tr><td>(3)</td><td>Minimum Radius</td><td>4.0 M</td></tr><tr><td>(4)</td><td>Maximum Radius</td><td>14.0 M</td></tr><tr><td>(5)</td><td>Lifting height above top of rail</td><td>16.0 M</td></tr><tr><td>(6)</td><td>Lowering depth below top of rail</td><td>11.5 M</td></tr><tr><td>(7)</td><td>Rail gauge</td><td>3.5 M</td></tr><tr><td>(8)</td><td>Wheel base</td><td>3.0 M</td></tr><tr><td>(9)</td><td>Rail wheel diameters</td><td>400 MM</td></tr><tr><td>(10)</td><td>Crane rail track</td><td>A 45</td></tr><tr><td>(11)</td><td>Installed power</td><td>60.0 kw</td></tr><tr><td>(12)</td><td>Operating voltage</td><td>3X440v; 50-60 Hz (-5% to +5%)</td></tr><tr><td>(13)</td><td>Auxiliary voltage</td><td>220V; 50-60 Hz</td></tr></table>	(1)	Load carrying capacity at Minimum Radius	15.0 T	(2)	Load carrying capacity at Maximum Radius	2.0 T	(3)	Minimum Radius	4.0 M	(4)	Maximum Radius	14.0 M	(5)	Lifting height above top of rail	16.0 M	(6)	Lowering depth below top of rail	11.5 M	(7)	Rail gauge	3.5 M	(8)	Wheel base	3.0 M	(9)	Rail wheel diameters	400 MM	(10)	Crane rail track	A 45	(11)	Installed power	60.0 kw	(12)	Operating voltage	3X440v; 50-60 Hz (-5% to +5%)	(13)	Auxiliary voltage	220V; 50-60 Hz
(1)	Load carrying capacity at Minimum Radius	15.0 T																																						
(2)	Load carrying capacity at Maximum Radius	2.0 T																																						
(3)	Minimum Radius	4.0 M																																						
(4)	Maximum Radius	14.0 M																																						
(5)	Lifting height above top of rail	16.0 M																																						
(6)	Lowering depth below top of rail	11.5 M																																						
(7)	Rail gauge	3.5 M																																						
(8)	Wheel base	3.0 M																																						
(9)	Rail wheel diameters	400 MM																																						
(10)	Crane rail track	A 45																																						
(11)	Installed power	60.0 kw																																						
(12)	Operating voltage	3X440v; 50-60 Hz (-5% to +5%)																																						
(13)	Auxiliary voltage	220V; 50-60 Hz																																						

(14)	Cable length to be wound-up	80 M
(15)	Cable cross-section	4X50 MM ²
(16)	Designed weight	37.5 ton
(17)	Ballast weight	7.0 ton
(18)	Service weight	44.5 tons
(19)	Working temperatures	-10°C to +55°C
(20)	Track length	310 M

Working Speeds:

(21)	Hoisting	0.8 - 8.0 m/min
(22)	Ho adjustment	40.0 s
(23)	Slowing	1.2 rpm
(24)	Traveling	30.0 m/min

b. Digital monitoring of crane is considered very essential to undertake safe operation of crane. Crane operation is facilitated with safeties of crane for safe working during embarkation/ disembarkation of machinery items from ships/ submarines inside dock, docking set preparation including shifting of equipment/ material and staging from jetty to inside dock and vice versa.

2. **PROCUREMENT, INSTALLATION AND COMMISSIONING OF 01 x PORTAL CRANE ALONGWITH RAIL TRACKS/ ACCESSORIES – FLOATING DOCK-IV**

Technical Description

a.	Load carrying capacity at Minimum Radius	15.0 T
b.	Load carrying capacity at Maximum Radius	2.0 T
c.	Maximum Radius	14.0 M
d.	Minimum Radius	4.0
e.	Lifting height above rail level at maximum radius	16.0 M
f.	Lifting height below rail level	11.5 M
g.	Maximum rail radius	6.0 M
h.	Hoisting/lowering	0.8 - 8.0 m/min
j.	Total Crane weight (including Ballast)	52.0 T
k.	Crane rail DIN 556	A 45
l.	Ambient temperatures	-10°C to +55°C
m.	Maximum wind speed in the working condition	20.0 m/sec
n.	Maximum wind speed in the non-working condition	40.0 m/sec

Working Speeds and Electrical Power:

a.	Hoisting/lowering	0.8 - 8.0 m/min
p.	Slewing	1.2 rpm
q.	Jib adjustment	40.0 s
r.	Traveling	30.0 m/min
s.	Installed Power	60.0 kw
t.	Classification of the crane in accordance with ISO 4301/1	A5 Q2 U5

	u. Classification of the crane in accordance with ISO 4301/1 M5 L2 T5
3.	<p><u>ITEM TO BE DELIVERED</u> 01 x Portal Crane alongwith rail tracks and accessories as per indented specification.</p> <p><u>Crane:</u></p> <p>a. One 15 ton portal crane with modular and scalable design.</p> <p>b. Fully compliant with operation in marine environment with latest safety features, advanced controls, insulation and corrosion resistance coatings/ paint requirements.</p> <p><u>Rail Track:</u></p> <p>c. A new rail track system, including rails, sleepers, and fastening systems, suitable for heavy crane loads and long-term stability (as per indented material specification).</p> <p><u>Documentation and Support:</u></p> <p>d. Detailed drawings for crane and rail track part, with unique part numbers for procurement.</p> <p>e. Detailed technical documentation, material specifications, calibration standards requirements, test procedures, software etc.</p> <p>f. Through life support for spare parts and maintenance/ services for 25 years.</p>
4.	<p><u>REQUISITE FUNCTIONALITIES</u></p> <p>The developed items shall conform to specifications and manufacturing processes shall be complied with class certification and applicable standards. The same is considered essential for the developed product so as to fulfil requisite functionality i.e. optimum performance of Portal Crane as per operating parameters. Main specifications are appended below:</p>

- a. Lifting and Hoisting: Rated at 15 tons with overload protection (125% rated capacity for short duration).
- b. Slewing: 360 degree rotation with precise positioning.
- c. Travelling: Smooth motion along the rail tracks with anti-derailment system.
- d. Safety Features: Emergency stop, wind speed monitoring, anti-collision systems, and load monitoring devices as per class requirements.
- e. Environmental Resistance: Suitable for high humidity, saltwater, and wind speeds up to 20 m/s. Crane structure should be protected from harsh environmental conditions through application of suitable anti-corrosion coating.
- f. Temperature limit for air conditioner in operator cabin may be maintained at 21st°C in operator cabin for safety of electronic/ electrical equipment.
- g. Insulation requirement of electronic/ electrical systems shall comply with class requirements/ ISO Standards.

5. **REQUIRED STANDARD**

- a. Portable crane be developed as per specifications mentioned at Para (1) above and other reliable systems/equipment of cranes considered essential for safe use.
- b. Portable crane installation / fitting to be compatible with existing dock structure (weather deck) duly complying to safety/ stability requirements (DNV GL standards).
- c. Compliance to relevant applicable standards i.e. marine standard etc. to be ensured.
- d. ISO 4301-1: Classification of cranes.

- e. ISO 8686: Design principles for cranes.
- f. ISO 12482: Monitoring of crane usage for life cycle management.
- g. IEC 60204-32: Safety of electrical equipment for lifting machinery.
- h. IMO MSC Circular 1175: Maritime crane safety standards.

Rail Tracks:

- a. UIC 860: Standard for crane rails.
- b. ISO 7078: Alignment and construction tolerances for crane rail tracks.
- c. BS EN 13481: Performance standards for railway tracks.
- d. ASTM A 759: Specifications for steel rails.

General Compliance:

- a. ISO 14001: Environmental management standards.
- b. ISO 45001: Occupational health and safety management systems.
- c. Supplied equipment shall conform to the quality standard for manufacturing. The manufacturer shall have a well-documented quality process sheet, clearly indicating inspection and test checked at each level of manufacturing process.

6. TESTING PROCEDURE

a. Equipment/ Machinery/ Material test as per specifications from reputed and ascertained testing facility at firm's expense i.e Factory Acceptance Trials (FATs).

b. FATs shall be carried out at OEM premises (abroad). PURCHASER may send 02 officers to witness FATs at OEM premises on firm's expense. Firm is to furnish FATs procedure well in advance for evaluation. The same must comply with class 1CS (NAVFAC P-307) requirements. FATs schedule and FATs acceptance criteria shall be provided by OUM/ Firm to PURCHASER within 03 months after CED.

c. Load tests at 125% capacity.

d. Functional tests of hoisting, slewing, and travelling mechanisms.

e. Site Acceptance Test (SAT).

f. Non-Destructive Testing (NDT).

g. Structural and weld integrity checks.

h. On-site testing under real operating conditions, including alignment and safety system tests.

j. Test instruments and tools shall be provided to maintain the system.

k. Portal crane shall be tested for complete range of operations from no load to full loading condition and performance of installed components shall be verified both individually/ Company and Third-Party Verification as well.

l. Fit, form and function test shall be conducted at PND with parent equipment will be conducted by end user.

m. Independent assessment for compliance with the listed standards.

Note: Any observation(s) made by acceptance committee/ end user/ PND workshop shall be rectified immediately by the firm at its own expense, if required.

7.

ACCEPTABLE MAKES

Preferable makes include – KATO, KROLL, SMM, LIBEHERR, SANGSANGIN, TERRUX, SOUTHERT & PITT (S&P).

Country of Origin: USA, JAPAN, TURKIYE, UK/ EU Countries, Germany, RUSSIA, SOUTH KOREA with OEM CoC and class certification.

ANNEX 'B' TO NHQ:

INDENT NO. 2490035

DATED 16 Jan 25

GENERAL TERMS & CONDITIONS

S No	DESCRIPTION
1.	<p><u>SCOPE OF SUPPLY/ WORK</u></p> <p>The Supplier undertakes to deliver equipment/goods/stores including Supplies and Services to the Purchaser on FOR/DDP Karachi 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 due care and diligence, provide the equipment/goods/stores and supply the Services within 10 months from contract effective date.</p>
2.	<p><u>SCHEDULE OF PAYMENTS</u></p> <p>All payments to the Supplier shall be released through CMA(DP) on achievement of respective milestones as mentioned below or as negotiated by DP (N):-</p> <p>a. 20% upon successful conduct of FATs and furnishing of Class Certification document.</p> <p>b. 40% payment on completion of following:</p> <p>(1) Delivery at Karachi alongwith tools/stores, spares, documents etc,</p> <p>(2) Joint inspection.</p> <p>(3) Milestone Completion Certificate.</p>

	<p>c. 20% payment on completion of following:</p> <p>(1) Successful installation/ integration/ interfacing/ STW/ commissioning of portal crane onboard Floating Dock-IV complying all specification/ acceptance criteria and issuance of final acceptance certificate by end user.</p> <p>(2) Satisfactory conduct of operator & maintainer training against issuance of milestone completion certificate.</p> <p>d. 10% payment on issuance of CRV by the consignee.</p> <p>e. 10% on completion of Warranty.</p>
3.	<p><u>WARRANTY/ GUARANTEE</u></p> <p>a. Supplier shall guarantee that product is as per specs of the contract.</p> <p>b. Complete equipment including accessories shall be warranted by the supplier for a period of 01 year, for all defects from the date of final acceptance by PURCHASER. Any item/ part found defective during warranty period shall be replaced by the supplier without any additional cost including transportation charges. Warranty of parts replaced during initial warranty period shall be extended w.e.f date of replacement.</p> <p>c. The supplier shall guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are not procured directly from OEM or his authorized Dealer/ Agent/ Stockiest, will not be acceptable.</p> <p>d. The supplier shall guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.</p> <p>e. Post delivery, the supplier shall replace without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection.</p>

	<p>c. In case of supplier's failure to replace the defective stores without any additional cost within 30 days, he will refund relevant cost in the currency in which received along with a reasonable compensation as claimed by PURCHASER.</p> <p>g. Software programs of programmable components of the equipment to be included in the package. The software programs shall be warranted for minimum 03 years and up-gradation warranty of 10 years.</p> <p>h. 20 years spares support guarantee to be provided by supplier.</p>
4.	<p><u>PERFORMANCE BANK GUARANTEE (PBG)</u></p> <p>To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional Performance Bank Guarantee in favour of CMA(DP), Rawalpindi within 30 days of signing of the contract from a scheduled bank for an amount equal to 10% of the total Contract value (on a Judicial Stamp Paper) of appropriate value as per prescribed format. This PBG shall remain valid till 60 days beyond completion of warranty period of supplied systems.</p>
5.	<p><u>LONG TERM LOGISTIC SUPPORT</u></p> <p>a. The Supplier shall guarantee to supply the necessary spares for next 25 years from the date of its final acceptance of the system by Purchaser. All the COFS (Commercial off the Shelf) items supplied as part of the main equipment, OEM shall indicate their source of availability. Certificate to this effect shall be provided, at the time of signing of contract.</p> <p>b. Suppliers shall provide illustrated/unique identifiers parts catalogue (IPC) equipment of complete Portal Crane including all subsystems with following details:</p> <ol style="list-style-type: none"> (1) Part No. (2) Description (3) Price (4) OEM/Address (5) Special storage requirement, if any (6) List of spares & tools for conduct of maintenance routines (7) List of special tools / test equipment

(8) Software of Portal Crane

c. OEM/ Authorized Rep/ Supplier shall provide all instrumentation related to the measurement, processing, data visualization.

d. 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 Replacements Cost for all Modules, Sub-assemblies etc used in the equipment/ system for next five years. In case of conclusion of RRC, this requirement shall become part of RRC.

e. 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 (01) 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.

f. The Supplier shall provide alongwith the offer the name of manufactures of all the major sub-assemblies and associated accessories of the offered system. The Supplier shall provide standards/ specifications certificate referred to or used for the equipment and its accessories.

g. OEM shall certify that their-in country authorized dealers provide after sales services within 15 days for repair/maintenance (if required) even after warranty period.

6. **DOCUMENTATION**

a. 03 complete sets of technical literature and documentation i.e.0 complete Portal Crane including all accessories shall be provided, free of cost at the time of delivery including:

(1) Operation manual (at the time of delivery of Portal Crane).

(2) Workshop manual with complete details for all levels of repairs and maintenance routines by user and repair agency including Fault Finding Flow Diagram (at the time of delivery of Portal Crane).

(3) Priced illustrated parts catalogue (IPS) containing all spares/ stores used in the Portal Crane alongwith part number and address of local source of availability.

(4) Acceptance Trials Procedures and commissioning trials certificates alongwith installations to be provided for assessment of System worthiness.

(5) Drawings for mechanical, electrical and control system, software, assemblies / sub-assemblies and components including wiring and associated control circuit diagrams and separate layout of PCBs.

(6) Circuit diagrams for the system along with list of electrical / electronic component.

(7) List of spares and tools for items (alongwith technical offer).

(8) OEM brochure of the complete Portal Crane containing all technical details (alongwith technical offer).

b. Supplier shall provide following documentation at the time of inspection:

(1) Firm's Warranty/Guarantee on form "DPI-15" for functionality/serviceability of the item(s).

(2) OEM's "Certificate of Conformity" indicating following:

(a) Description of store alongwith quantity.

(b) Part/ Pattern No. of store.

(c) Manufacturer identification (Name, Address and Contact No).

(d) Date/ period of manufacturing.

(e) List of Nos. (Serial, Batch or Lot) as endorsed/ engraved on the stores (as applicable).

(f) Details of third party testing authority (if their services used).

(g) List of safety/ regulatory standards (as applicable).

(h) Conformance to standard/ specifications quoted in the contract.

(3) OEM Test Certificate.

c. Photocopies of documentation shall not be accepted.

d. Firm shall obtain clearance from OEM regarding availability of original documentation as per PURCHASER requirement. Later on after contract conclusion no relaxation in this regard shall be entertained.

7. **SPECIAL INSTRUCTIONS**

a. OEM/Authorized Rep/ Supplier shall be responsible for the following:

(1) Installation of 01 x Portal Crane with accessories and electrical, mechanical and hydraulic etc.

(2) Preparation and deployment of the final architecture, topology and block diagram for 01 x Portal Crane (custom design).

(3) Programming of the Portal Crane monitoring software according to the agreed configurations.

(4) Installation, connection and programming of the 01 x Portal Crane monitoring software.

(5) Compliance to relevant applicable standards i.e marine standard etc to be ensured.

b. OEM certified brand new stores shall be accepted on firm's warranty / guarantee on form DPT-15.

c. An undertaking from the OEM/ supplier may be obtained that in case purchaser wishes to buy additional quantity/ number of stores within next 12 months after the completion date of contract (against this indent) the price of the store will not be increased. The supplier may however sell stores at lower cost.

d. The supplier shall certify that all items are brand new and of latest version and recently manufactured. A certificate to this effect shall be obtained by the supplier from the OEM.

e. Supplier shall guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.

f. Packing of equipment as per international standards.

g. Obtaining of licenses/permits etc in the OEM's country, shall remain the responsibility of the Supplier. Failure to obtain the same shall not constitute grounds for Force Majeure.

h. FATs schedule and FATs acceptance criteria shall be provided by OEM/ Firm to PURCHASER within 03 months after CTD.

i. OEM be ISO/ class or own country's (in case of western EU or equivalent) standards certified. Certificate to this effect of OEM shall be provided by supplier while exact mentioning of ISO classification/ class certified and own country (in case of Western EU) standard, well before time of supply/ delivery of the equipment.

k. OEM shall provide/ share monthly progress with PN on construction of crane along with rendering class certification of parts/ components, as and when certified during construction phase.

l. In the proposal, the supplier shall separately mention the price of:

- (1) Complete Portal Crane along with rail track.
- (2) Mandatory accessories for installation, commissioning & functioning of Portal Crane.
- (3) 02 years consumable spares.
- (4) Software of Portal Crane

- (5) Installation & Commissioning.
- (6) Special tools for conduct of repairs; maintenance routines.
- (7) Training charges
 - (a) Operation
 - (b) Maintenance
 - (i) Organizational Level
 - (ii) Base level
 - (iii) Depot Level

8. **ADDITIONAL INSTRUCTIONS**

Certification Requirement

- a. Supplier/ OEM shall confirm through OEM certificate at the time of supply/ delivery of the stores at NSD that equipment being supplied is proven equipment i.e. class certification (Lloyds, BV/ equivalent etc).
- b. Supplier through certificate shall confirm that he shall provide import documents at the time of delivery of stores.
- c. Suppliers shall provide following documentation at the time of inspection:
 - (1) Firm's Warranty / Guarantee on form "DPL-15" for functionality / serviceability of

the item(s).

(2) OEM's "Certificate of Conformity" indicating following:

- (a) Description of stores alongwith quantity.
- (b) Part/ Pattern No. of store.
- (c) Manufacturer identification (Name, Address and Contact No).
- (d) Date/ period of manufacturing.
- (e) List of Nos. (Serial, Batch or Lot) as endorsed/ engraved on the stores (as applicable).
- (f) Details of third party testing authority (if their services used).
- (g) List of safety/ regulatory standards (as applicable).
- (h) Conformance to standard/ specifications quoted in the contract.
- (i) OEM test certificate along with factory acceptance trials sheets.
- (k) Import documents comprising "Lading Airway Bill" or Shipping Bill" and "Bill" of Entry.
- (l) Quotation supported by original brochure / catalogue will be required.
- (m) OEM's "Certificate of Conformity" originating from "Principal" who is not the OEM nor the OEM's authorized dealer / agent / stockiest shall not be acceptable.

Calibration Certificate

d. Calibration certificate for all TMDEs, being supplied against contract traceable to International standards shall be provided with Portal Crane by the OEM / supplier which shall be valid at the time of delivery.

Certificate of Conformance by OEM

e. Supplier shall provide correct and valid e-mail and Fax No. To CINS and DP(N). Supplier shall either provide OEM conformance Certificate to CINS or shall be e-mailed to CINS under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates shall be black listed.

Accessories

f. Details of the accessories being offered shall be intimated in the technical offer and prices of these accessories shall be mentioned separately commercial offer.

Provision of Brochure

g. OEM brochure of the complete Portal Cranes containing all technical details shall be provided by the supplier along with following technical offer:

- (1) Technical Drawings and Part Numbers.
- (2) Comprehensive CAD drawing for all cranes and rail track components.
- (3) Routine maintenance schedules and troubleshooting guides.
- (4) Operation and maintenance Manuals.
- (5) Compliance Certificates.

h. Certificates standards compliance and test results.

Technical Rejection

i. In case of non-compliance to any of the clause of Annex "A" to indent, offer is subject to

technical rejection.

Project Schedule

k. The supplier shall provide complete breakdown of activities with timeline for undertaking installation, commissioning and operations of 01 x portal crane alongwith rail tracks/ Accessories – Floating Dock-IV.

Additional Purchase

l. Supplier may agree that in case Purchaser wishes to buy additional quantity/ number of stores within next 12-18 months after the completion date of the contract, the Supplier shall provide the equipment at the cost by calculating inflation rate/ appreciation or depreciation rate announced by Government of OEM's country. The Supplier may however sell stores at a lower cost.

Obtaining License

m. It is responsibility of supplier to obtain license/permits etc (if any) in the supplier's country. Failure to obtain the same shall not constitute grounds for "Force Majeure".

Packing

n. Packing of equipment shall be of international quality standards to be worthy of air, sea, rail and road transportation.

Quality Standards

o. The equipment and accessories are manufactured and assembled in accordance with class certification, British/ US MIL. specifications/ Western EU standards or equivalent. The Quality standards compliance certificate shall be submitted with the offer.

p. OEM be ISO or own country's (in case of Western EU) standards certified. Certificate to this effect of OEM shall be provided by supplier while exact mentioning of ISO classification and own country (in case of Western EU) standards, at the time of supply/delivery of the equipment at NHQs.

Penalty

r. The Supplier before making the shipment shall carry out complete 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, the buyer has the right to outright reject the equipment or impose penalty at the rate of 2-5 % of the value of the relevant equipment/item.

s. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or on board at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/guarantee obligations on Form DPL-15.

Discrepancy

t. The consignee shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, without any additional cost on DDP at Consignee's warehouse within 30 days.

9. **ORIGIN OF SUPPLY**

Supplier in his "Offer/ Quotation" shall specifically mention country of origin for the stores where the stores have been actually manufactured. The same shall be subsequently endorsed in the "Contract". Origin of the equipment shall be preferably from Imported (other than India & Israel) with OEM CoC.

10. **ACCEPTANCE CRITERIA**

a. The equipment will not be acceptable in case of the following:

- (1) Equipment specifications are not as per Annex 'A'.
- (2) Documentation is not provided as per Annex 'B'.
- (3) Training is not conducted as per Annex B.
- (4) Certification Requirements are not met as per Annex 'B'.
- (5) Failure to meet acceptance criteria during FATs, full power trials and commissioning trials.

(6) Portal Crane older than one year at the time of delivery.

b. The final acceptance certificate shall be signed by PURCHASER after successful installation/ commissioning as per satisfaction of PURCHASER.

Acceptance

- a. Satisfactory installation and running of portal crane with lifting capacity (2.0 to 15 tons).
- b. Satisfactory working/ Verification of all safety systems, including emergency stops and wind sensors.
- c. Operation of Portal Crane load within Limit (04.0 to 14.0 M).
- d. Load tests with static and dynamic loads up to 125% of rated capacity.
- e. Crane structure as per marine standard.
- f. Rail alignment and structural integrity tests.
- g. Maintenance routines of portal crane with periodicity along with spare required.
- h. Portal Crane will satisfy fit, form and function of the existing portal crane.

11. TOOLS & SPARES TO BE PROVIDED AT THE TIME OF DELIVERY

- a. One set of standard tool kit (Genuine).
- b. Following spares and special tools (European/ U.S origin) are also to be provided.

	<p>(1) 02 x year's consumable spares for smooth operation of the equipment shall be supplied by the OEM / supplier. Spare set of critical sensors, display, PCBs.</p> <p>(2) Special tools required for conduct of repairs, maintenance routines.</p> <p>(3) List of spares required to be stock at depot level for next 5 years.</p> <p>(4) Necessary software for running the diagnostic test up to component level shall also be provided.</p>
12.	<p><u>JOINT INSPECTION/ ACCEPTANCE TRIALS COMMITTEE</u></p> <p>a. Inspection Authority shall be CINS.</p> <p>b. Reps of CINS, Manager (SIM) PN Dockyard, End User (GM HE (SUR) (FD-IV)), NSD and supplier to carry out joint inspection of delivered equipment/ stores at NSD within 15 days of receipt of stores by PURCHASER.</p> <p>c. Joint inspection shall be carried out for each and every new/ replaced item.</p>
13.	<p><u>INSTALLATION/ COMMISSIONING</u></p> <p>a. Firm shall be responsible for all works relating to installation / Commissioning and operation of 01's Portal Crane along with tracks and accessories.</p> <p>b. Installation must be supervised by certified technicians from the manufacturer.</p> <p>c. Rail tracks must be aligned per ISO 7078 standard, ensuring proper leveling and stability.</p> <p>d. Commissioning includes full calibration of cranes, safety systems and load tests.</p>

14. STW/ COMMISSIONING TRIALS

System will be checked for satisfactory performance for 03 months. Set to Work/ Commissioning trials of complete Portal Crane alongwith rail tracks and accessories fitted onboard FD-IV shall be carried out by OEM or his authorized rep/ supplier in the presence of relevant staff of PN Dockyard. Any defect/ damage of the equipment during installation or commissioning trials to be replaced by the supplier free of cost.

15. TRAINING (OPERATORS/ MAINTAINERS)

a. Supplier shall arrange suitable operation / maintenance training for PN personnel at OEM premises and expense so that trained personnel are capable of:

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

Operator Training:

b. Hands-on and simulator-based training for crane operation and safety protocols.

Maintenance Training:

c. Sessions for technical staff on preventive and corrective maintenance. Certification for all trainees upon completion of training.

16.	<p><u>UPDATES & CURRENT INFORMATION</u></p> <p>Supplier in his "Offer/ Quotation" shall provide latest updates and current information about technical specifications/details. If pattern number, part number or quality standards of a particular item has been superseded by a new one after conclusion of the contract, the supplier will be required to produce a documentary proof to this effect originating from the relevant OEM. If replaced part affects fittings and functioning of other associated parts as well, then detail of those parts are also to be provided.</p>
17.	<p><u>LIQUIDATED DAMAGES (LD)</u></p> <p>Liquidated Damages upto 2% (but no less than 1%) per month or a part of month are liable to be imposed on the suppliers by the purchaser in accordance with DPP&I-35, if the stores/ services 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>
18.	<p><u>FORCE MAJEURE</u></p> <p>a. The Supplier shall not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, war, riots, civil commotion, strike, lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the Supplier and events or circumstances on which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing. Non-availability of raw material for the manufacture of stores or of export permit for the export of the contracted store from the country of its origin shall not constitute force majeure.</p> <p>(1) 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 15 days from the start to force majeure event.</p> <p>(2) The Purchaser shall be entitled to conduct investigation into the cause of delay reported by Supplier. Where the delay was due to genuine force majeure event it shall extend the delivery for a period equal to the period in which such force majeure remains operative.</p> <p>(3) Such extension in delivery period, due to force majeure, shall not entitle the Supplier to claim any extra cost from the Purchaser.</p>

19. **COMPENSATION ON BREACH OF CONTRACT**

If the Supplier fails to supply the contracted stores/ equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/ equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/ defect or from the rescission of this contract. When such default/ defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.

20. **RISK & EXPENSE (R/E)**

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

21. **ARBITRATION**

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

(1) The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani laws.

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

(3) The arbitration award shall be firm and final and binding on both the parties to the contract.

(4) In course of arbitration the contract shall be continuously be executed except that part which is under arbitration.

	(5) All proceedings under this clause shall be conducted in English language and in writing.
22.	<p><u>SECURITY</u></p> <p>The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the PURCHASER to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. In this regard 'Non Disclosure Agreement (NDA)' as per format at Appendix-I of Annex III shall be signed by the firm at the time of signing of contract.</p>
23.	<p><u>END USER CERTIFICATE (EUC)</u></p> <p>End User Certificate for OEM/ Supplier to export the system to Pakistan shall be provided by Purchaser within 30 days after signature of contract by both the parties (if required by Supplier).</p>
24.	<p><u>INDEMNITY</u></p> <p>The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.</p>
25.	<p><u>SUBLETTING</u></p> <p>The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/ party without prior written permission of the Purchaser.</p>
26.	<p><u>PRICE VARIATION</u></p> <p>Prices in the schedule of stores of this contract are firm and final.</p>
27.	<p><u>AMENDMENT IN THE CONTRACT</u></p>

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

28. **TERMINATION**

a. If at any time during the currency of the contract Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either to have any part thereof completed and take the delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such a case materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser.

c. No payment shall however be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received.

d. Should the Supplier fail to deliver goods/services in time as per terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (R&E) of the Supplier.

29. **COURT OF JURISDICTION**

In case of any dispute, only court of competent jurisdiction at Islamabad shall have the jurisdiction to decide the matter.

30. **SOURCE OF SUPPLY**

a. Supplier in his "Offer/ Quotation" shall clearly state whether equipment shall be supplied

	<p>directly from relevant OEM or OEM's authorized Dealer/ Agent/ Stockist.</p> <p>b. In case the equipment is being sourced through OEM's Authorized Dealer/ Agent/ Stockist, a documentary proof to this effect comprising OEM's Dealership Certificate in respect of Dealer/ Agent/ Stockist shall be provided by the supplier with following endorsement</p> <ol style="list-style-type: none"> 1. Certificate reference number with date. 2. Name of the authorized Dealer/ Agent/ Stockist. 3. Last date/ duration/ period of validity of dealership. 																		
31.	<p><u>PRICE OF ALL DELIVERABLES</u></p> <p>a. The supplier shall mention the price of all deliverables (i.e. equipment, spares, documentations, services, tools/ test equipment, training, installation, test/ trials/ commissioning etc where applicable) separately in financial quote. The same are to subsequently incorporated in the contract.</p> <p>b. In his quotation the supplier shall separately mention the price as per following format:</p> <table border="1"> <thead> <tr> <th><u>S.No</u></th><th><u>Description</u></th><th><u>Price</u></th></tr> </thead> <tbody> <tr> <td>(1)</td><td>Complete equipment</td><td></td></tr> <tr> <td>(2)</td><td>Operator manual</td><td></td></tr> <tr> <td>(3)</td><td>Maintenance manual</td><td></td></tr> <tr> <td>(4)</td><td>Tools kit</td><td></td></tr> <tr> <td>(5)</td><td>Installation/ Commissioning Charges</td><td></td></tr> </tbody> </table> <p>c. DP(N) is requested to ensure that commercial offer clearly indicates above listed prices.</p>	<u>S.No</u>	<u>Description</u>	<u>Price</u>	(1)	Complete equipment		(2)	Operator manual		(3)	Maintenance manual		(4)	Tools kit		(5)	Installation/ Commissioning Charges	
<u>S.No</u>	<u>Description</u>	<u>Price</u>																	
(1)	Complete equipment																		
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(3)	Maintenance manual																		
(4)	Tools kit																		
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32.	<p><u>TSR</u></p> <p>TSR of the case will be carried out by a committee nominated by NHQ.</p>																		

33.	<p><u>END USER</u></p> <p>GM (HE SUR) (FD-IV) will be end user of the product.</p>
34.	<p><u>FATs</u></p> <p>a. FATs are to be carried out at OEM premises (abroad). PN may send 02 officers to witness FATs at OEM premises on firm expense.</p> <p>b. FATs schedule and FATs acceptance criteria shall be provided by OEM/ Firm to PN within 03 months after CED.</p> <p>c. For FATs at OEM premises, international traveling/ boarding & lodging of PN team shall be borne by the supplier.</p> <p>d. PN shall evaluate the supplied acceptance criteria and amend it as per its experiences as regards to operation and maintenance of equipment.</p> <p>e. Shipment shall be allowed only after acceptance of FATs by PN.</p>
35.	<p><u>AMENDMENT IN QUANTITY OF STORES</u></p> <p>Quantity can be amended by the purchaser after opening of commercial offer, depending upon availability of funds. Purchaser decision shall not be challenged by the bidder.</p>
36.	<p><u>INTEGRITY PACT</u></p> <p>a. If the Supplier or any of his sub-contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Supplier, then the Purchaser shall be entitled to:</p> <p>(1) Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier or any of his</p>

	<p>sub-contractors, agents or servants.</p> <p>(2) 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 corrupt business practices of the Supplier or any of his sub-contractors, agents or servants.</p> <p>h. Specimen of integrity pact is placed at Annex C.</p>
37.	<p><u>PROJECT MANAGEMENT REVIEW (PMR) MEETINGS</u></p> <p>a. The Supplier's key professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Purchaser's request for meetings without any additional cost, which shall include but not limited to the following meetings:</p> <ul style="list-style-type: none"> (1) Design Review Meetings. (2) Progress timeline/ payment bills meetings. (3) Any other meetings held in relation to the project.
38.	<p><u>BIDDING PROCEDURE</u></p> <p>Tender shall be floated on open tender basis using single stage two envelop bidding procedure.</p>
39.	<p><u>CERTIFICATION REQUIREMENT</u></p> <p>a. Supplier/ OEM shall confirm through OEM certificate at the time of supply/ delivery of the equipment at consignee that equipment being supplied is proven equipment.</p> <p>b. Supplier through certificate shall confirm that he shall provide import documents at the time of delivery of stores.</p> <p>c. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer shall be provided at the time of delivery of stores.</p>

	d. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockiest shall not be acceptable.		
40.	<p><u>INSURANCE</u></p> <p>Insurance in this contract if required shall be on Supplier's account with NICTL, Pakistan.</p>		
41.	<p><u>DISTRIBUTION OF CONTRACT</u></p> <p>Copies of the contract are to be forwarded to DCM (NHQ), D Budget (NHQ), DSSMR (ME) (NHQ), DP(N), HQs COMLOG, CTNS, GM (HF, SUR), CO NSD, EHQ (N), CMA (DP), FA (N).</p>		
42.	<p><u>CONSIGNEE</u></p> <table border="0"> <tr> <td>The Commanding Officer Naval Stores Depot at PN Dockyard KARACHI Email: CCD-I@PAK.NAVY.COM</td> <td>The Commanding Officer Embarkation Headquarters (Navy) & PDD at NSSD West Wharf Road KARACHI Ph: 48508885 E-mail: EHQ@PAK.NAVY.COM</td> </tr> </table>	The Commanding Officer Naval Stores Depot at PN Dockyard KARACHI Email: CCD-I@PAK.NAVY.COM	The Commanding Officer Embarkation Headquarters (Navy) & PDD at NSSD West Wharf Road KARACHI Ph: 48508885 E-mail: EHQ@PAK.NAVY.COM
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43.	<p><u>CONTRACT EFFECTIVE DATE</u></p> <p>CED shall be established by the Purchaser upon completion of following pre-requisites:</p> <ol style="list-style-type: none"> Contract signing Approval of export license submission of PIBG by the supplier 		
44.	<p><u>OEM's RESPONSIBILITIES</u></p> <ol style="list-style-type: none"> Preparation and deployment of the final architecture: topology and block diagram for the Portal Crane (custom design). Discuss and collect information about the design parameters of the Floating Dock-IV, operational needs, desirable monitoring periods, alarms Programming of the Portal Crane monitoring software according to the agreed configurations 		

	<ul style="list-style-type: none"> d. Installation of all Portal Crane with accessories and Track with Fastener Plats by OEM. e. Installation, connection and programming of the Portal Crane monitoring software. f. OEM shall be responsible for the provision of all instrumentation related to the measurement, processing, data visualization, trial final tuning and training to Dock Staff.
44.	<p><u>CLIENT RESPONSIBILITIES</u></p> <ul style="list-style-type: none"> a. Provision of all necessary information about the design parameters of the Floating Dock-IV, the operational needs. b. Provision of Final Installation Drawings (FIDs). c. Personnel shall follow the proposed operation and maintenance instructions of the Portal Crane.

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

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

4. Designation in Firm :

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

8. Date of Establishment of Firm :

9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.
(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)

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

(i) Contract No. _____ dated _____
(ii) Name of Firm/Contractor _____
(iii) Address of Firm/Contractor _____
(iv) Name of Guarantor _____
(v) Address of Guarantor _____
(vi) Amount of Guarantee Rs. _____
() _____
(in words)
(vii) Date of expire of Guarantee _____

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

Sir

1. Whereas your good self have entered into Contract No. _____ dated _____
with Messers _____

(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/FE (as applicable); _____

2. in compliance with this 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
and amount not exceeding the sum or Rs. _____ Rupees or
FE (as applicable) _____ as would be mentioned in
your written Demand Notice.

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 warrantee 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 this day. Our
liability under this 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 this
guarantee, this 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/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. _____ (Rupees _____).
- f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.
- g. That this an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/Seller or Vendor.

Guarantor

Dated: _____

(Bank Seal and Signatures)