Tender Covering Form

<u>Directorate of Procurement (Navy)</u> <u>Through Bahria Gate</u>

Near SNID Center, Naval Residential Complex, E-8, Islamabad Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section

Tender N	No & Date				
Tender Description					
IT Opening Date					
Firm Nar	me				
Postal A	ddress				
		respondence			
)			
		,			
			Mobile)	
Docume	ents to be Att	ached with Quotation			
		proposal in a sealed envelope value is given below:	which shall co	ntain 03 x Seal	ed
This en contain	velope must of following doc	Technical Offer in Duplicate contain 02 x sets of Technical Offe cuments as per this order and Suppers have been attached:			
S No		Document		Original Set	Copy Set
1.	Bank Challa			<u> </u>	
2.	Principal Au	thorization Letter (where applicable	e)		
3.	Principal Inv	voice (Muted – without Price) (where	e applicable)		
4.		of IT (with compliance remarks)			
5.		m of IT with compliance remarks	against each		
	clause	# / O			
6. 7.	Technical O Annexes of				
8.		f IT (dully filled & signed)			
9.		stration Letter (If firm is registered v	vith DGDP)		
10.		Filling Proof	vitil BOBI)		
11.		Registration Proof			
Sealed	Envelop 2 –	Earnest Money			
	This Envelo	p must contain Earnest Money only			
<u>Sealed</u>	Envelop 3 -	Commercial Offer			
	This Envelo	p must contain following documents	3:		
1.		mercial Offer	01 x Original		
2.		voice (where applicable)	01 x Original		
3	l Dully filled D	P-2 Form of IT	01 y Original		

Firm's Declaration

It is certified that we have submitted tender in compliance with above instructions and we understand that our offer is liable to rejection if tender is not prepared / packed as per above instructions.

Firm	's Aut	horized	Signatures	

DIRECTORATE PROCUREMENT (NAVY)

- ! ! !	Fender No Directorate of Procurement (Navy) Fhrough Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, slamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk		
	Date		
INDUITATION TO TENDED AND OFFICE AT THE	TRUCTIONS		
Dear Sir / Madam,	TRUCTIONS		
 DP (Navy) invites you to tender for the st 	upply of stores/equipment/ services		
as per details given in attached Schedule to Ten	der (Form DP-2).		
2. <u>Caution</u> : This tender and subsequent the successful bidder is governed by the rules Rules-2004 and DPP&I-35 (Revised 2019) cover contracts laid down by MoDP / DGDP. As a po	ering general terms & conditions of	Understood agreed	Understoo not agreed
you and your firm to first acquaint you (www.ppra.org.pk) and DPP&I-35 (Revised 20 from DGDP Registration Cell on Phone No. 0.	urself with PPRA Rules 2004 019) (print copy may be obtained 51-9270967 before participating in		
the tender. If your firm / company possesses reapability, you must be registered or willing to award of contract, which shall be made after sequired registration documents mentioned in Page	register with DGDP to qualify for ecurity clearance and provision of		
3. Conditions Governing Contracts. The (Invitation to Tender) i.a.w PPRA Rules 2004 sinto between the parties i.e. the 'Purchaser' and	shall mean the agreement entered	Understood agreed	Understo not agree
Defence Purchase (DGDP) contract Form "DP contract Act, 1872 and those contained in Instructions and DP-35 (Revised 2019) and otl added to given contract for the supply of Deherein.	-19" in accordance with the law of Defence Purchase Procedure & her special conditions that may be		
4. Delivery of Tender. The tender documercial offers are to be furnished as under:-			
a. <u>Commercial Offer.</u> The offer will quoted in figures as well as in words in	be in duplicate and indicate prices the currency mentioned in IT. It	Understood agreed	Understo

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 FATs Local Training, Foreign Training, Installation Commissioning, Services Taxes 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.

b. <u>reclinical Otter. (Where Applicable).</u> Official contain all relevant	Understood
specifications in DUPLICATE (or as specified in IT) along with essenti	not agreed
literature/brochure, drawings and compliance metrics in a separate sealed envelope and clearly marked "Technical Offer" without prices, with tender number and date of opening. Technical offer shall be opened first; half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:	

S.No	Technical requirement per IT	as	Firm's endorsement (Comply/ Partially Comply/ Non Comply	i.e. Refer to page or	availability of enclosed proof

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

Understood understood agreed not agreed

d. Firms shall submit their offers in two separate envelopes (i.e. two copies of commercial offer and two or more copies of the technical offer as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature 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. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understood e. not agreed (alongwith annexes). DP-3 and Questionnaires duly filled in are to bε submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. f. The tender duly sealed will be addressed to the following:-**Directorate of Procurement (Navy)** Through Bahria Gate, Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavv.gov.pk adpn32@paknavy.gov.pk 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 Understood Understood not agreed Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9262302 well before the opening date / time. Tender Opening. Tenders will be opened as mentioned in the schedule to Understood Understood tender. Commercial offers will be opened at later stage if Technical Offer is found not agreed acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. The validity period of quotations must be indicated and should Understood Understood invariably be 120 days from the date of opening of commercial / financial agreed not agreed 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. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount. Understood Understood Part Bid. Firm may quote for the whole or any portion, or to state in agreed not agreed 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

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accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted. 9. Quoting of Rates. Only one rate will be quoted for entire quantity, item Understood Understood not agreed 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 firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). 10. Return of I/T. ITs are to be handled as per following guidelines: Understood Understood agreed not agreed For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate. b. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email. 11. Withdrawal of Offer. Firms shall not withdraw their commercial offers Understood Understood agreed not agreed 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. 12. **Provision of Documents in case of Contract.** In case any firm win Understood Understood not agreed a contract, it will deposit following documents before award of contract: Proof of firm's financial capability. a. Foreign Seller has to provide its Registration Number issued by b. respective Department of Commerce authorizing export of subject stores. Principal/Agency Agreement. C. d. Registration with DGDP (Provisional Registration is mandatory) 13. Treasury Challan. Offers by registered firms must be accompanied with a Challan form Attached Not a. Attached 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. b. Firms, un-registered / un-indexed with DGDP (Registration Section) are to acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP). Earnest Money/Tender Bond:- Your tender must be accompanied by a Not Attached Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

- a. Rates for Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
 - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4 Million.
 - (iv) <u>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper / insufficient in violation of IT condition.
- b. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

c. Return of Earnest Money

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

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

Understood

Not agreed

Understood

S No	Local Supplier	Foreign Supplier
а.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
C.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form
f.	Bank Statement for last one year.	Financial standing/audit balance sheet
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency	Agency Agreement in case of Trading House/ Company/

	Agre	ement in case of local agent. Exporter /Stocklest etc.		
	gnee &	ction Authority. CINS, Joint Inspection will be carried out by INS, Specialist User or a team nominated by Pakistan Navy. CINS all be as prescribed in DPPI-35 and PP & I (Revised 2019) or as per	Understood agreed	Understood not agreed
terms	of the	contract.		
17. Warra		ition of Stores. Brand new stores will be accepted on Firm's arantee Form DPL-15 enclosed with contract.	Understood agreed	Understood not agreed
18. submi		ments Required. Following documents are required to be ong with the quote:	Understood agreed	Understood not agreed
	a. Evidei	OEM/Authorized Dealer/Agent Certificate along with OEM Dealership nce.		
	Confo intima courie Confo	The firm/supplier shall provide correct and valid e-mail and Fax No to and DP(N). Supplier/contracting firm shall either provide OEM rmance Certificate to CINS or is to be e-mailed to CINS under tion to DP (Navy). Hard copy of COC must follow in any case through r. On receipt, CINS shall approach the OEM for verification of rmance Certificates issued by OEM. Companies/firms rendering false Conforming Certificates will be blacklisted.		
	C.	Original quotation/Principal/OEM proforma invoice.		
		In case of bulk proforma invoice, a certificate that prices indicated in alk proforma invoice have not been decreased since the date of bulk ma 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.		tion of Stores/Services. The stores/services offered as a result of	Understood	Understood
contra	ict cond a.	cluded against this tender may be rejected as follows: 1 st rejection on Govt. expense	agreed	agreed
	a. b. c.	2 nd rejection on supplier expense 3 rd rejection contract cancellation will be initiated.		
		-		

20. <u>Security Deposit/Bank Guarantee</u> . To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee(BG) 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 CDR/Bank Draft/Pay Order. 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.	Understood agreed	Understood not agreed
 21. Integrity Pact. There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & 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.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk b. If a Supplier / Contractor is found involved in any unbusiness-like / 	Understood agreed	Understood not agreed
unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure. c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement		
 (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities. 22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy). 	Understood agreed	Understood not agreed

premis I.T, fir expen contra	<u>Pre-shipment Inspection</u> . PN may send a team of officers including DP(N) er for the inspection of major equipments and machinery items at OEM ses as per terms of contract. If not already provided for and mentioned in the rm(s) must clarify the place, number of persons, duration and whether ses on such visits would be borne by the Purchaser or Contractor. In case ctor is responsible for bearing such expenses, detailed breakdown of the should be given separately in the commercial offer.		
	Amendment to Contract. Contract may be amended/modified to include clause (s) modify the existing clauses with the mutual agreement by the er and the purchaser; such modification shall form an integral part of the ct.	Understood agreed	Understood not agreed
	Discrepancy . The consignee will render a discrepancy report to all rned within 60 days after receipt of stores for discrepancies found in the priment. The quantities found short are to be made good by the supplier, free t.	Understood agreed	Understood not agreed
26.	Price Variation. Prices offered against this tender are to be firm and final.	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.	Understood agreed	Understood not agreed
	b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.		
	c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.		
	d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.		
	e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.		
either	Arbitration. Parties shall make their attempt to settle all disputes arising this contract through friendly discussions in good faith. In the event that party shall perceive such friendly discussion to be making insufficient ess towards settlement of dispute (s) at any time, then such party may be	Understood agreed	Understood not agreed

written notice to the other party refer the dispute (s) to final and biding arbitration as provided below:

- a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.
- b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
- 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. <u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdiction at Islamabad, Pakistan shall have jurisdiction to decide the matter.	Understood agreed	Understoo not agreed
30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DP-	Understood agreed	Understoo not agreed
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.		
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	Understood agreed	Understoo not agreed
Expense (RE) of the supplier in accordance with DP-35.		
32. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment	Understood agreed	Understoon not agree
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.		
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	Understood agreed	Understoo not agreed

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.

34.	Termination	of Contract.

re a de ai	ecides to to easons of Notes registered elivery at the elivery at the elivery at the elivery e	any time during the currency of the contract the Purchaser erminate the contract for any reason whatsoever (other than for Non-Delivery) he shall have right to do so by giving the Supplier I notice to that effect. In that event the Purchaser will accept the contract price and terms of such stores/goods/services which actual process of manufacture that is completed and ready for hin thirty days after receipt by the Supplier of such notice.	agreed	Understoo not agreed
b. P		e case of remainder of the undelivered stores/goods/services the nay elect either:		
	(i) there	To have any part thereof completed and take the delivery of at the contract price or.		
	Supp be de proce	To cancel the remaining quantity and pay to the Supplier for articles or sub-components or raw materials purchased by the lier and are in the actual process of manufacture at the price to etermined by the Purchaser. In such a case materials in the ess of manufacture shall be delivered by the Supplier to the naser.		
		No payment shall however be made for any materials not yet be actual process of manufacture on the date notice of ellation is received.		
st th	uality term tipulated ting to right to the	ld the Supplier fail to deliver goods/services in time as perns of contract or fail to render Bank Guarantee within the me period or any breach of the contract the Purchaser reserves terminate/cancel the contract fully or any part thereof at the risk e (RE) of the Supplier.		
reserves Grounds	s for such	erved. Directorate of Procurement (Navy), Islamabad s to accept or reject any or all offers including the lowest. rejections may be communicated to the bidder upon written ation for grounds is not required as per PPRA Rule 33 (1).	Understood agreed	Unders
with this of the Ossecrecy	enquiry ar fficial Secr regarding	of Official Secrets Act, 1923. All the matters connected and subsequent actions arising there from come within the scope ets Act, 1923. You are, therefore, requested to ensure complete documents and stores concerned with the enquiry and to limit employees having access to this information.	Understood agreed	Understoo not agreed
		ginena i mine i mine e da de	Jnderstood greed	Understood not agreed

Understood

agreed

Understood

not agreed

Disqualification. Offers are liable to be rejected if:-

38.

- a. Received later than appointed/fixed date and time.
- 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 offers.
- d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- e. Treasury challan is NOT attached with the offer.
- f. Multiple rates are quoted against one item.
- g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- Subject to restriction of export license.
- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- If the validity of the agency agreement is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.
- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.

39.	Appeals	s by	Supp	lier/	Firm.	Any	aggrieved	Supplie	r/Firm	again	st	the
dec	ision of DP	(N) o	r CINS	or a	iny oth	er pr	oblematic a	rea towa	rds the	execu	itior	า of
the	contract	may	prefer	an	Appe	al to	Standing	Appeal	Comn	nittee	(SA	AC)
com	prising PN	Offic	ers and	l mili	itary fi	nance	e rep at Nav	al heado	quarters	s, Islan	nab	ad.
The	detail and	timeli	ne for p	refe	rring a	рреа	ls is given b	elow:				

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

40.	<u>Limitation.</u>	Any app	eal received	d after	the	lapse	of	timelines	given	in	para
39 abo	ove shall not	be enterta	ned.								

41.	<u>For</u>	Firms	not	Regis	terec	l with	DGDF	2 . Firm	s not	registe	ered	with	DGDP
undert	take t	to apply	/ for	registr	ation	with D	GDP p	rior sig	ning	of Cont	ract.	Deta	ils can
be fou	nd or	n DGDI	⊃ we	bsite v	vww.c	dadp.a	ov.pk.	These f	irms o	can part	ticipa	ite in	tender

Understood agreed	Understood not agreed
Understood	Understood

Understood

Understood

iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

(FS)	ration in Team w	n accordance with Para 41. Besides, ground check by Field Security vill be made for security clearance related to participation in the tender al opening. Firms undertake to provide following documents for ground	Understood agreed	Understood not agreed
	a. b. c. d. e. f. g. h. j. k. l. m. n. p. q. r. s. t. u. v. w. x. y. z. aab. ac. ad.	NTN Income Tax Return Sales Tax Return Sales Tax Certificate Chamber of Commerce Industry Certificate Professional Tax Certificate (Excise & Taxation) Office/Home/Ware House Property documents Utility Bills (Phone/Electricity) Firm Vehicle/Personal Vehicle CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO DGDP Registration letter Firm Bank Statement Non Black List Certificate 2 X Witness + CNIC and Mobile Numbers Police Verification Agency Agreement OEM Certificate ISO Certificate ISO Certificate Stock List with value Company Profile/Broachers Employees List Firm Categories Sole Proprietor Certificate Partnership Deed Pvt Limited Memorandum of Articles Form 29 and Form A Incorporation Certificate		
_	ed" shal		Understood agreed	Understood not agreed
44.	The al	bove terms and conditions are confirmed in total for acceptance.		
45.	Forma	at of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.		
		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 <u>01 Year</u> after the acceptance of stores by the end user

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

SIGNATURE	_
DATE	
PLACE	

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

(i)	Contract No	dated
(ii)	Name of Firm/Contractor	
(iii)	Address of Firm/Contract	or
(iv)	Name of Guarantor	
	Address of Guarantor	
(vi)	Amount of Guarantee Rs	
((in words)
(vii)	Date of expire of Guaran	tee
		mic Republic of Pakistan through the s (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self I	nave entered into Contract No dated
	with Messer's_	
	(Full Nam	e and Address)
custo	omer to your good self fo	of unconditional Bank Guarantee by our or a sum of Rs. applicable)
	In compliance with this st undertake as under: -	ipulation of the contract, we hereby agree
		ditionally on demand and/or without any and amount not exceeding the sum or Rs. Rupees or FE (as applicable)
writte	en Demand Notice.	as would be mentioned in your
b.	To keep this Guarantee i	n force till
ahea which Cust any i this E date not E paym	Id of the original/extended of the original/extended of the solution is later in dustance of the validity of this Bank of entertained by whether	cank Guarantee shall be kept one clear year delivery period or the warrantee of the stores ration on receipt of information from our or from your office. Claim, if us on or before this day. Our liability under e on the closing of banking hours on the last Guarantee. Claim received thereafter shall r you suffer a loss or not. On receipt of this document i.e. Bank Guarantee must be not returned to us.

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

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

Mr	Authorized signatory.
Partner/MD of M/s	, do hereby solemnly affirm to DGF
	Air) and Directorate General Defence Purchase, Ministry
of Defence Production,	Rawalpindi that our firm M/s
has applied for registration	on with Director General Defence Purchase (DGDP) duly
completed all the docume	ents required by registration section on (date
i,e before signing the co	ontract. I certify that the above mentioned statement is
correct. In case it is de	tected 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 ot	her Defence Establishment and Govt Agencies). I also
accept that any disciplina	ry action taken will not be challenged in any Court of Law.
O	Signature
Station:	Name :
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INTEGRITY PACT

<u>DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC</u> PAYABALE BY THE SUPPLIER OF GOODS, SERVICES & WORKS IN

Contract No. Contract Value: Contract Title:
hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereofor any other entity owned or controlled by it (GoP) through any corrupt business practice.
without limiting the generality of the foregoing, M/s represents and warrant that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, proker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan(GoP), except that which has been expressly declared pursuant hereto.
that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP as referred to above and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
d. M/s accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.
Notwithstanding any rights and remedies exercised by GoP in this regard, agrees to indemnify GoP for any loss or damage incurred by GoP on account of the corrupt business practices of M/s and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s as aforesaid for the purpose of obtaining or inducing the
Procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP.
[The Buyer] [The Supplier]

UNDERTAKING/NON-DISCLOSURE CERTIFICATE

1.	I	
	(Name & A _l	ppointment)
on b	ehalf of	
	(Name for Firr	m / Contractor)
	(With address and	Telephone Number)
on n	rets Act 1923 and conditions hereinaf	ng to abide by the provision of Officia ter contained. Breach of these provisions n addition to any other penalty under law nteraction and meetings.
		SigStatus/AppointmentPlaceDate
1.	Signature of Witness Name (in Block capital) CNIC No (Please attach photocopy) Address	Seal & Date
2.	Signature of Witness Name (in Block capital) CNIC No (Please attach photocopy) Address	Seal & Date

INVITATION TO TENDER FORM

- 1. Schedule to Tender No <u>DCM/23090007/R-2402/320302</u> dated _____. This tender will be closed for acceptance at <u>1030 Hours</u> and will be opened at <u>1100 Hours</u> on <u>28-05-2024</u>. Please drop tender in the Tender Box No <u>202</u>.
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY/ UNIT	_	OTAL PRICE
1.	PROCUREMENT OF KIT OF MATERIAL FOR CONSTRUCTION OF FRESH WATER BARGE	As per Annex A	Price to be as a package	•
	DETAILED TECHNICAL SPECIFICATIONS			
	As per Annex "A"			
	GENERAL TERMS / CONDITIONS			
	As per Annex "B"			
	OR/FOB case above mentioned price includes 18% sale Tax ick Yes or No)	Yes	No	

Note: All participating firms are required to read DP(N) requirement carefully and provide compliance against IT. No amendment will be made after submission of proposals without provision of documentary evidence.

Terms & Conditions

1. **General Instructions**. Attached

2. Terms of Payment. As per Para 2 of Annex 'B'

Origin of Stores. To be indicated by the firm.

4. **Origin of OEM.** To be indicated by the firm.

5. <u>Technical Scrutiny Report.</u> Required.

6. **Delivery Period.** Within 06 Months of CED

7. Trade Link between firm and OEM.

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

9. Basis for acceptance. FOR Basis

10. <u>Bid validity.</u> The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial 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.

- 11. <u>Tendering procedure</u> Single Stage- Two Envelopes bidding procedure will be followed. PPRA Rule 36 (b) refers.
- 12. <u>Earnest Money/Tender Bond</u>:- Your tender must be accompanied by a **Call Deposit Receipt (CDR)** in favor of CMA (DP) in separate envelope, Rawalpindi for the following amounts:
 - a. Rates for Contract. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
 - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs.0.2 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4 Million.
 - b. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

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 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. Tender Opening Board is authorized to check earnest money. AUTHORIZATION LETTER IS MANDATORY FORM YOUR PRINCIPAL FIRM AT THE TIME OF PARTICIPATION IN TENDER.
- h. Under taking on stamp paper w.r.t adequacy of submitted earnest money is also be enclosed.
- j. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- k. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- I. 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.

Annex A' to Indent No. 339000

TECHNICAL SPECIFICATIONS OF KoM FOR CONSTRUCTION OF 30M FRESH WATER BARGE

U)	*	i i	2	77		SNO
0212- 595710752	212595710741	211780000045	9615- 505017921	9535705043132	Procurement o	SNO
ANGLE STEEL CARBON BLACK (04X04X3/8)" LG 40". WT/FT 9 7 LBs, ACPTABLE LTH 10-13 RM	ANGLE STEEL CARBON BLACK (03X03X1/4)" WT/FT 4.8 LBs, RUNNING LENGTH 10 - 12 METER	SIZE: L 6000 x W 1500 x THKNESS 06) MM	PLATE STEEL HT SIZE 6000X1500X8MM	SIZE 5000X2500X10MM	Procurement of Kit of Material for construction of 30m Fresh Water Barge	DESCRIPTION
90	60	22	26	34	tion of 30	DEN
250	1800	80	70	10	n Fresh	YTO
MARINE GRADE STEEL BS 4360 43A/B SEN 10025- S275,/R	BSEN 10025/2004	SPECS: BS EN 10025/2004	BSEN 10025, TOLERANCE LIMIT: BSEN 10029-1991 "CLASS-C"	BS EN: 10025-2 OF 2004		SPECIFICATION
S 275 JR	S 275 JR	S 275 JR	S 275 JR	S 275 JR		GRADE
						Reply (Complied/ Partially Complied/ Not Complied)
						Firm's Remarks and Proposals Reference

							h
S 275 JR	EN-4140	EN-4140					
NOMINAL DEPTH OF SECTION, 08 INCH, NOMINAL WIDTH OF FLANGE, 04 INCH, THICKNESS OF WEB & FLANGE, 10 MM, WEIGHT PER FT, 16 81 LBS, RUNNING LENGTH, 06 METERS BS EN 10025-2 OF 2019	METRIAL SPECIFICATION AISI 4140(PD 970, 2005 MATERIAL GRADE 708M40 OR 42CRM04 DGS, 8060-A CLASS-1 COC AND MTC REQUIRED DGS 8060A CLASS 1	AISI 4140 (PD 970, 2005 METRIAL GRADE 708M40 OR 42CRM04)					
700	400	40	61	2	10	×	4
9	75	25	×	z	%	8	ă
STEEL T SECTION CARBON BLACK NOM DEPTH OF SECTION 203 MM	STUD-PLAIN-BSW DIAG 625'TPI 11 O/ALG- 2"TLG(A)G 625(B)1 0825	NUT-PLAIN-HEXAGON- BSW 5/8"(0 825")	FIRE EXTINGUISHER C02 CAPACITY 5KG, RED	FIRE EXTINGUISHER C02 (2KG)	FIRE EXTINGUISHER AFFF 9 LTR STORED PRESSURE TYPE	FIRE EXTINGUISHER CO2 7 KGS RED - BS SA23	FIRE EXTINGUISHER. STORED PRESSURE TYPE WATER (09 LITRES) DEEP DRAWN STAINLESS STEEL
9620-	590331008	0214- 590430207	0243-50-243- 1051	4210-99-729-	4210997817028	0243500001089	0243591295842
10	7.	80	oi .	10	11	12	6

	ä	17.	क	ch ch	14	•
	443509422251	6145995218536	288790011747	288595232678	4210705037825	
	GAS OXYGEN TECH (purity 99.5%) required cylinder water capacity (45-55/45-60) tr/ protection cap	CABLE ELECT 1CORE CON783/0.20MM 440V 500A (WELDING SERVICE)	WELDINGS 2MM AWS A5 1 2004 E7018 LOW HYDROGEN 3 2MM AWS A5 1 2004 E7018	ELECTRODE MILD STEEL (MS)10SWG, DIA: 3.2MM, LENGTH PER UNIT/ELECTRODE:350 MM	EXTINGUISHER FIRE DCP 12KG BSS 5423/87 C02 GAS WITH STEEL	ROOM
	83	60	98	8	2	
	800	300	50000	3000	a	
1 200				DIA: 3.2 MM TENSILE STRENGTH 470-600 NMM* YIELD POWER 380 NMM* YIELD POWER 380 NMM* MINIMUM ELONGATION 24 0% MINIMUM CHARPY V IMPACT AT 0°C 47 JOULES MINIMUM TYPE OF COVERING RUTILE- CELLULOSIC ELECTRODE SPECS AWS AS 1 OF 2004 E 6013 TYPE CHEMICAL COMPOSITION 0 04 MIN 0 10 MAX MN 0 30 MIN 0 40 MAX ANSHAWS A 5 1		
				AWS E6013		

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		BS-6566 OF 1985 TYPE WBP, 9 PLY GD 11, SIZE 8X4FTX3V4INCH	SIZE LENGTH= 12 FEET TO 23 FEET, WIDTH= 08 INCH TO 12 INCH, THICKNESS= 05 INCH TO 10 INCH MOISTURE CONTENT: 30%	SIZE LENGTH=8 FEET, WIDTH=4 FEET, THICKNESS=06 MM SPECIFICATION, MOISTURE CONTENT BS EN 322 1993 BONDING QUALITY:BS 314- 1 2004 AND BS EN 314-2 1993 GLUE BS 1203 1979 PRESERVATION BS 4072 1989
000	272	160	900	320
2	83	47	Çi	47
GAS ACETYLENE TECHNICAL (95.6% PURITY) IN BUYER/ SUPPLIER RETURNABLE CYLINDER WITH PROTECTION CAPICOLLOR EACH CYLINDER CONTAINING 5-7 CUM ACETYLENE	GAS MIXTURE 80% ARGON AND 20% CO2	PLY WOOD 9 PLY GD 11 SIZE 8X4FTX3/4INCH(2 44X1 22MTRX19 05MM	The state of the s	PLY WOOD GD-1, 5 PLY(CORE AND INNER PLIES OF POPLAR AND BOTH FACE AND BACK VENEER OF GURJAN GAMM) TYPE OF BOND INT
443502240439	6830PK507158 0	546001444	500000043	0100.50000001 5
9	20	21	23	22

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0	24	25	N 61			
	0350.59571312 ROPE NY 4 1/2"					
	PLY WOOD GDI, 7 PLY (CORE AND INNER PLIES OF POPLAR SIZE: L=8' W=4' TH=12MM	ROPE NYLON H.3- STRD, CIR1,1.2-IN DIA 1/2"	D.SHAPE FENDER WITH A CIRCULAR BORE DIA 100MM			
	47	60	34			
	160	100	20			
0566-6 1985 DENSITY BS EN 323 - 1983	SPECIFICATION (1) BS-6566 OF 1985 PART 1-8 TYPE-INT WOOD PRESERVATION AS PER BS-6566 PART 7 APPENDEX A MOISTURE CONTENT BS EN 322 1993 BONDING QUALITY BS EN 322 1993 BONDING QUALITY BS EN 321-1 2004 AND BS EN 314-1 2004 AND BS EN 314-2 1993 GLUE BS 1203 1979 PRESERVATION BS 4072: 1999 PHYSICAL EVALUATION BS 6568-6 1985 DENSITY BS EN 323 1993	SPECIFIC GRAVITY 1.14 (SINKS) ELONGATION 28% MATERIAL POLYAMIDE/MULTIFILAME NT STRENGTH WET/DRY-80- 90% SHOCK ABSORPTION YES ABRASION RESISTANCE EXCELLENT FINISH WHITE DIA 1.5 INCHES LENGTH 01 COIL (120 FATHOM) OEM CERTEX UK				

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				E
	BS 2052 COUNTRY OF ORIGIN UK LENGTH PER COIL 120 FATHOM=220 MTRS, INDENTED SPECIFICATION 1 ISO 1181 OF 2001 (E) 1 ABLE 1 2 ROT PROOFING AGENT 2 ROT PROOFING AGENT SHALL BE IN ACCORDANCE WITH BS 2087 OF 1992 3 STORE TO BE SEALED AND STAMPED BY CERTIFYING AGENCY IN ADDITION TO LABELLED AND MARKING AS PER ISO 2307.		LENGTH PER COIL 120 FTH OR 220 MTRS SIGN 140 OF 2004 CERTIFICATION VALID LLOYD'S TEST CERTIFICATE REQUIREED INDICATING BATCH/LOT NUMBER OR MORKING, BREAKING STRENGTH OF STORES	STANDARD FOR NYLON EN 150 1140 OF 2004, 150 2307 OF 2005 & 150 9554 OF 2005 WITH CERTIFICATE OF CONFORMITY AND DEM
	05	100	001	100
	io.	30	φ.	90
SCA SPECFIFB	ROPE SISAL HAWSWRLAID ROTPROOFED 3 STRD CIR 1.50" DIA 0.50"	COIR YARN TYPE, QUILANDY GRADE 112 LBS BALE CORD.	ROPE NYLON CRC 0.75 INCH,REF-DIA 6MIM HAWSERLAID,ZLAY.03 STRANDS LENGTH PER COIL 120Fth(220MTRS)	ROPE NYLON HAWSERLAID 3 STRD CIR 02 INCH
	4020 99942506	0320- 599232703	0350599237119	350595713126
	27.	28	8	8

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•	3	S	53 53	34	Sa Ch	36	33	88
	0214- 599416388	700530838	590016033	0251- 594119614	0251- 594119613	0251- 594119612	4765000000038	476500000117
	BOLT MACHINE STEEL UNC HEX HD 0.75X12X2 INCH TPI 10 (LOCAL)	NUT PLAIN HEX BSF SZ 3/4X1 200X0 687IN	WASHER FLAT ROUND MILD STEEL (BOLT SIZE 1.0" I/DIA-1.082", O //DIA-2.125" THKNES:0.1 76"	NUT G-M-BUTTERFLY- FOR-HATCH- COVER0 50"	NUT BUTTERFLY SZ 5/8"(LOCAL) P/NO 0251-112	CCUP BUTIERFLY GM FOR HATCH COVERS TAPP SZ 0.750" (3/4")	GLASS COLOUR BLACK WELDING SIZE 4	GLASS WHITE PLAIN FOR WELDING
	2	2	8	34	ω 44	34	¥	34
	200	200	10	140	70	70	50	100
COIL DEM COTEST UK	MATERIAL SPECS I E AISI 4140(PD 970 2005 MATERIAL GRADE 708M40/42CRM04OEM COCMTC	AISI 4140 (PD 970-2005 GRADE 708M40J42CRM04 STEELL GRADE THREAD SIZE 3/4 (0.75 INCHES, 12 TPI) NOMINAL LENGTH; 5/8 (0.625 INCHES) THICKNESS (1 1/8 (1.125 INCHES)	I/DIA 1 062", O/DIA 2 125", FH KNES 0 176"	GENERAL USE	GENERAL USE			
	EN 4140	EN 4140	STEEL	SCHEDULE 243	LOCAL			
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			P265GH							
			1 BSEN 10216-2 OF 2002 2 BS-729 OF 1971 FOR GALVAHIZING (STEEL GRADE P265GH)			BS EN 1179 GRADE CLASSFICATION 21		SPECIF-PD-232(STA- 7/GROUP 3 L13A	TIN ALLOY	BSEN (ISD)1112420F1997 GRADE G120
	9	0	8	20	9	900	9	15	15	2002
	ä	¥	8	×	98	30	콨	8	30	S
SCREEN LG 4" WD 2" THICK 1/8"	SCREEN HAND FOR ELECTRIC WELDING WITH GLASS BLACK	NOZZLE INNER GAS CUTIING TORCH SIZE 1/16 INCH	PIPING STEEL GALV SEAMLESS, EXT DIA 60 3mm,WALL THKNESS. 3.6mm,NIBORE 50 8mm	ELBOW ROUND BLACK 2.00IN	RUBBER SHEET SOLID NATURAL 48 nch X 72 nch x 1/4 nch	ZINC INGOT 99 995%PURITY LG 16", BREADTH 8", HT 1.75"	CADMIUM ANODE ROLLED LG 12 WTH 8 TH 3/8	LEAD INGOT NEW INGOT OF ANY SIZE AND SHAP HAVING WEIGHT OF 15 KG TO 20 KG	TIN-ALLOY-INGOT	CHILLED-IRON-GRIT
	461590007767	281502811666	267595213281	267599235102	413599238913	283709233504	283502831521	283709235082	283709233473	283709233460
	39.	60	14	42	43	4	45.	46	47.	48

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0 1	50	51	K	8	52	55	56	57	Of O
0.780/350839/5	801OPK507733 7	8010320769003	8010320759301	442504420039	8010705112049	8010795104045	8010795118137	8010795118139	8010997288345
SIZE 0.5-2.5 MM	NON SLIP DECK COATING KIT OF 34 KG. ROUGH TEXTURE FOR FLIGHT DECK	INTERSHIELD 300 (Part A=12.5LTRS +Part B=5LTRS)	INTERSHEILD 300 (Part A= 12.5 LTRS +Part B = 5 LTRS)	PAINT ENAMEL(SIGNAL RED) ,Flash Point 32C (04 LTR Packing)	INTERGARD 269 (PART A 16 LTRS +PART B 04 LTRS)	INTERGARD 263 (PART A 16 LTRS +PART B 04 LTRS)	INTER SMOOTH 7460 HS SPC 20-LTRS PACKING	INTER SMOOTH 7460 HS SPC 20 LTRS PACKING	THINNERS INTERNATIONAL GTA007 (20 LTRS
30	Š	69	69	69	68	8	88	69	69
2000	35	120	120	20	500	120	100	100	200
								>	

						6
	200	120	120	100	100	40
	68	89	69	69	55	68
PACKING)	THINNER INTERNATIONAL GTA 220 (20 LTRS PACKING)	PAINT WEATHER WORK JIGHT GREY, UNDER COAT, Flash point 34.C (min) (PACKNIG 20 LTR DRUM)	PAINT WEATHER WORK FINISHING. LIGHT GREY flash point 34 C. Type-ALKYED (PACKING 20 LTR DRUM)	PAINT WEATHER WORK(WHITE)BRUSHI NG UNDER COATIIsh point 34C (min) (PACKING 20 LTR DRUM)	PAINT WHITE FINISHING FOR WEATHER WORK (PACKING 20LTR DRUM)	PAINT FINISHING GENERAL SEPVICE BLACK, FLASH POINT 32 DEGREE C.
	8010982000777	8010701003147	8010701003148	442509429277	442502202024	442509107001
	8	9	19	95.	29	25

70	8	68	67	66	8.	
4765900000030	476599430558	461705142304	461590006480	7215000000008	442509423544	
BRUSH STEEL WIRE	BRUSH VARNISH TYNE X.FLAT SQUARE EDGE WD-3",STOCK THICKNESS 0-875 INCH EXPOSED LENGTH 3 INCH	PAINT ROLLER LENGTH 6 INCH DIA 2 INCH	PAINT ROLLER 7 INCH, CAW SHEEP SKIN COVER AND HANDLE STEEL FRAME, WOODEN HANDLE	OIL KEROSENE	PAINT MARKNIG stending (GOLDEN YELLOW) flash pint 32 degree c (min) mothed of application: brushing & stending type of coat single and double Packing 04 nr tin gauge of drum 26 to 28 swg	0 90+0 03 PACKING 20 LITER DRUM (GAUGE OF DRUM 24 TO 26 SWG)
9	2	£	K	69	8	
18	18	100	100	420	20	
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			MATERIAL POLYESTER COTTON WIDTH 91.4 CM ± 1CM (36") WT/SQ MTR. 115 TO 130 GRAM THREAD/CM. WARP = 24/25 WEFT=17/18 COUNT OF YARN. 20/215 SHRINKAGE 2% (MAX) SCOURING LOSS: 1%	BS 1913 OF 1990 TYPE B USED FOR GENERAL CLEANING PURPOSE	OEM ADD INTERNATIONAL PAINTS LTD P O BOX 20980 ORIEL HOUSE 15 CANNAUGHT PLACE LONDON W22 22B UK PART NO	OEM ADD:INTERNATIONAL PAINTS LTD P O BOX 20980 DRIEL HOUSE 16 CANNAUGHT PLACE LONDON W22 22B UK PART NO	BREAKING LOAD 22 75 TONS MATERIAL
	8	001	R	40	300	300	140
	10	94	8	8	8	9	99
WELD	PAPER ABRASIVE 9"X11" WATERPROOF MATERIAL EMERY GRADE P. 100D	PAPER ABRASIVE 9"X11" WATERPROOF MATERIAL EMERY GRADE P-1200	CALICO CLOTH BLEACHED WIDTH 36 LENGTH 15 FT	SOAP TYPE B SOAP SCRUBBING ALKALINE JELLY 18KG DRUM	PAINT INTERLINE 850 GREY (Component A 16LTRS + Component B 4LTRS)	PAINT INTERLINE 850 WHITE (Component A 16LTRS + Component B 04 LTRS)	WIRE ROPE STEEL CIRC-2 1/2" STRAND
	461500000023	461500000024	33050000138	474502201711	8010320768229	8010320768230	231595715257
	E	72	22	74.	12	76.	22

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82	80	78	78.	0
3455725280807	3455725280806	5130765016380	231595715266	
CUTTING DISC RHODIUS FTK38 SIZE 190X2X16	CUTTING DISC RHODIUS XT10 SIZE 105X1X16	T(180MM)DISC SIZE 180X6XZZ 6.4A AT 220V)	WIRE ROPE STEEL GALVZD CIRC 6-1/2", MIN BKG LD 151.4 TONS	5/37 RH LAY EXTRA SPECIAL GALVANIZED MIN BREAKING LOAD 22.75 TONS
¥	22	ų.	8	
300	38	ω	100	
METAL RING WITH EXPIRY DATE, PAPER LABEL PIBERGLASS FABRIC MATERIAL SPECIFICATIONS STAINLESS STEEL, RUST AND ACID PROOFED STEELS, HIGH TENSILE HIGH ALLOYED STEELS, TOOL STEELS HARDENED STEELS HARDOX, HIGH TENSILE METAL SHEETS OEM RHODIUS SCHEIFWERKZEUGE GMIBH & CO KG	MATERIAL SPECIFICATIONS: STAINLESS STEEL, RUST AND ACID PROOFED STEELS, HIGH TENSILE HIGH ALLOYED STEELS, TOOL STEELS, HARDOX, HIGH TENSILE METAL SHEETS, ITEM PART NO XT10/ 209822, RHODIUS SCHEIFWERKZEUGE MODEL 535 GERMANY SHELF, LIFE 03 YEAR		STRANDS IN ONE TURN 37, MAIN TURN IN WIRE 06, OEM UK	GALVANIZED, GEM UK

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56659 BURGHROHL PHONE +49 2536 920 500, FAX +49 2638 920 167 WWW RHODIUS										
56659 BI PHONE FAX +45 WWW RI OBRASK	001	2	+	100	100	200	2	2	ю	40
	2	22	45	33	34	34	×.	R	R	8
	HAMMER CHIPPING WITH OUT HANDLE 3274007 LG 550 IN	LIFE BOUY ROUND COLOUR RED OUTER DIA 18*1NNER DIA 8**	HOSE RUBBER ID-11/4 OD-17/8 LG- 20METER/65FT COUPLED WITH N	WELDING LONG LEATHER GLOVES	PAINT BRUSH 2"	REFILL ROLLER 4" WITHOUT HANDLE	CROSS CUTTER (DEWALT OR EQUIVALENT)	WOODEN CHISEL SET	EXHAUST BLOWER DIA 12" 220V,SINGLE PHASE, 3000CFM	FLEXIBLE SPIRAL TRUNKING DIA 12"
	274780000087	4220002753155	4720US507163 8	Local Market	Local Market	Local Market	Local Market	Local Market	Local Market	Local Market
	25	83	28	92	989	.7.0	8	68	8	50

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88	97	86	9	R	93		-	92
Accessories (Mandatory/Optional) The supplier must provide additional quantity of stores/material at a cost no more than the contracted cost required by the purchaser within 1 year of acceptance of indented stores.	Items should be preferably from Japan. Europe and North America region. Stores from India and Israel will not be acceptable.	Supplier is to indicate country of origin of each item of stores with the offer.	The supplier will guarantee Through Life Support /supply of spares through OEMs Logistic Support Certificate from the OEMs of complete integrated systems and all fitted all equipments for next 15 years will be provided	Supplier is to be ensure that all items are to be marine standard and compatible with each other, in case of any compatible issue, supplier is to replace without any additional cost.	Installation instructions, electrical wiring diagram & tech. Data of Mechanical / Electrical components (where applicable).	a. Part No. b. Description. c. Denomination. d. Qty. e. Price. f. OEM address.	Following information regarding components will be required (where applicable).	ILS - DOCUMENTATION
					02 Sets			02 Sets

GENERAL TERMS / CONDITIONS

S No	General Terms / Conditions	Firm's Reply (Complied/ Partially Complied/ Not Complied)
1.	SCOPE OF SUPPLY/ WORK	
	The Supplier undertakes to deliver equipment/goods/stores including Supplies and Services to the Purchaser on 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.	
0	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 the date(s) specified in the Project Time Schedule.	
2.	SCHEDULE OF PAYMENTS	
	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):-	
	a. 60% payment on completion of following: (1) Delivery of stores at Karachi. (2) Original invoice in triplicate. (3) Provision of BOL/ AWB, as applicable.	
	 b. 20% payment on completion of joint inspection of stores at Purchaser's site complying all specification/ acceptance criteria and issuance of final acceptance certificate by Purchaser/ End User. 	
,	c. 20% payment on issuance of CRV by the consignee.	
3.	ABG for an amount equivalent to advance payment, not exceeding 20% of BCP, obtained from a scheduled bank of Pakistan in the favour of CMA(DP), Rawalpindi on a judicial stamp paper shall be furnished by the Supplier within 30 days of signing of the contract. This ABG shall be valid until 60 x days of completion of all contractual obligations as specified in the Contract and thereafter it shall be returned to the Supplier.	
4.	PERFORMANCE BANK GUARANTEE (PBG)	
	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.	(0)

5 CONTRACT EFFECTIVE DATE (CED)

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

- Contract signing.
- b. Submission of BGs by the Supplier.

6. PRICES OF THE ITEMS

The Supplier shall mention the price of all deliverables (i.e. Equipment/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Trainings, FATs (Factory Acceptance Trials), Installation/ Integration, Test/ Trials/ Commissioning (Harbour Acceptance Trials, Site Acceptance Trials etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document.

COUNTRY OF ORIGIN

Supplier is to indicate country of origin of each item of stores with the offer. Items should be preferably imported (other than India and Israel) with OEM CoC.

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

The Supplier shall be responsible to apply in the correct form and in due time for all applicable permits and export licenses etc. outside Pakistan from the related government(s), for the Goods and Supplies.

Upon signature of the Contract but before CED, the Supplier shall apply for any necessary export licenses or other government approvals outside Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where Supplies originate. The Purchaser is responsible for issuing the EUC as per the required format by respective OEMs or governments within 30 (thirty) days on receipt of the request of the Supplier.

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

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

After the Export License/ Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (constituting one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, revocation, denial or the like

as regards to import/export licenses shall not be deemed to be an event of Force Majeure. If required, provision of End User Certificate or any other documents or information reasonably required to the Supplier in due time is the responsibility of the Purchaser.

TRANSFER OF TITLE AND RISK

Risk of loss and damage to the Equipment shall be transferred to the PURCHASER according to the 'INCOTERM 2020 used in the Contract and stated in Article 1.

Title to the Equipment shall be transferred to the Purchaser when the Purchaser has accepted the stores and Supplier has received full payment of the Contract Price.

CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES 10.

The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination.

The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and Services.

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

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

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

DOCUMENTATION 11.

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

Operator manuals covering comprehensive operating instructions alongwith CDs.

Maintenance manual and procedures alongwith flow charts and WHO

diagrams with circuit diagram with all maintenance routines of the equipment.

- c. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/spares. List of fast moving items may also be provided.
- d. Complete onsite, onboard & depot level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams.
- Line diagrams, engineering diagrams and technical diagrams of entire project.

Illustrated parts catalogues (IPCs).

12 WARRANTY/ GUARANTEE

- a. Warranty period of all items except defective/non-operational shall commence from the date of acceptance of Goods/ Equipment, whereas warranty of defective/non-operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment.
- b. The stores and all its associated accessories shall be warranted against DPL-15 by the Supplier for a period of 01 year, for all defects in hardware from the date of final acceptance by PN. Software provided with the systems shall also have warranty for a minimum period of 05 years for any bugs found in operations. The Supplier shall provide/incorporate all software updates in this period.
- c. The Supplier shall provide guarantee that the article supplied are of latest version and all modifications/up gradation have been incorporated in the equipment being supplied.
- d The Supplier shall provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture shall also be in accordance with the latest appropriate standard specifications.
- e. The Supplier shall provide guarantee for through life supportability of the equipment and software for at least 05 years after acceptance of the entire system.

13 RISK & EXPENSE

In the event of failure on the part of Supplier to comply with the contractual obligation, the contract shall be cancelled at the risk and expenses limited to the amount of the contract.

14. ACCEPTANCE CRITERIA

a The final acceptance procedure may be made by PN, taking into consideration the trial procedures recommended by the Supplier system specification provided by the Supplier and PN own experience/expertise or as per the mutually agreed timeline as defined in the contract.

The Goods/ Equipment shall undergo onboard acceptance trials. The final acceptance certificate shall be signed by PN only after successful completion of all installation/ Acceptance trials. System acceptance shall be based on operational performance through practical verification as per stated specifications of offered equipment and operational requirement for a test period of 15 days (may be extended if discrepancies are observed) All tests considered necessary shall be conducted to confirm specifications as per Annex 'A' for acceptance of material, where applicable. Shelf life items are to have minimum 75% shelf life at the time of delivery. TECHNICAL ASSISTANCE 15. The Supplier shall be responsible for successful Setting-to-Work, commissioning and Tests/Trials of the system on site in Pakistan. The technical assistance by the Supplier during warranty period shall be free of cost and on request basis to the satisfaction of during warranty period shall be free of cost on request basis to the satisfaction of Purchaser NON DISCLOSURE AGREEMENT Any information about the sale/ purchase/ services/ drawings/ infrastructure etc of the project under the contract shall not be communicated to any person, other than the manufacturer/ provider of the stores/ drawings/ machinery/ equipment/ tools etc or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punished under the Official Secret Act 1923. Promotional rights for publication of the projects are the sole responsibility of the Purchaser, and any use by the Supplier shall be subject, in all instances, to the Purchaser's prior written approval. PROVISION TO BUY ADDITIONAL STORES If so required by the Purchaser, the Parties may enter into another Contract for purchase of additional stores, at a comparable cost with the same scope of work at similar terms and conditions as mutually agreed upon if such requirement is conveyed till 31 December 2024. Thereafter, prices shall be discussed mutually SYSTEM SOFTWARE WHERE APPLICABLE Software as well as line diagrams and relevant books/ documentation leading to software up-gradation, maintenance software up to component level and backup software etc. shall be provided by the manufacturer/Suppliers. In addition following shall also be required: Software program (in English language) shall be user friendly. a. The software modules shall be fully documented in the software documentation for understanding their operations. It shall be fully supportable for through life in case of an upgrade in hardware is necessary due to maintainability and/or technological advancements. Software shall be warranted for a period of at least 05 years of

trouble free operation. Necessary software for running the diagnostic test up to component level shall also be provided. INSPECTION OF STORES/ ACCEPTANCE TEST PROCEDURE The stores shall be Jointly accepted and inspected by team of following officers/ Reps: (1) Reps of Supplier (2) Reps of End User (3) Rep of concerned depot (4) Rep of CINS Above team shall inspect and test the goods to on Supplier their conformity to the contract specifications. The conditions of the contract and technical specifications shall specify inspections/ tests criteria as required by the Purchaser and place of conduct. Purchaser shall notify the Supplier in writing of the identity to any representatives entrusted for this purpose. If any inspected or tested goods fail to conform to the specifications. Purchaser may reject them and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to Purchaser. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan shall in no way be limited or waived by reasons of the goods having previously been inspected, tested and passed by Purchaser or its representative prior to the goods shipment from the country of origin. g Supplier shall provide following at the time of joint inspection: (1) OEM conformity certificate. (2) Import Documents. (3) Catalogues. (4) Lloyd Type Approval Certificate for Polyester Resin and Gel coat. 20. TECHNICAL REJECTION In case of non-compliance to any of the clause of Annex A to IT, offer is subject to technical rejection. 21 REJECTION Rejection of stores if any will be handled as given below: 1st rejection and 2nd rejection on supplier expense. On 3rd rejection contract cancellation will be considered. PORT & DOCK CHARGES "All port & dock charges shall be paid at actual (If applicable) by Supply Officer PN Embarkation Headquarters, West Wharf Road Karachi on submission of the bills duly verified by Commanding Officer PN EHQ(N) & PDD in Pak Currency".

23 DISCREPANCY

The Supplier 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 or defective are to be made by the Supplier, without any additional cost on "DDP "consignee's warehouse within 30 days.

24 COMPENSATION ON BREACH OF CONTRACT

If the Supplier fails to supply of contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier/ Supplier or stores/ equipment declared defective and caused loss to the Government. Supplier 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 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/ Supplier in Government treasury in the currency of contract.

25 CHECKING OF SUPPLIES AT CONSIGNEE'S END

Upon arrival, Supplies shall be checked at consignee's end in the presence of the Purchaser and Supplier's representatives. If for the reasons of economy, or any other reason, the Supplier decides not to nominate his representative for such checking; an advance written notice to this effect shall be given by the Supplier to the consignee prior to or immediately on shipment of stores. In such an event, the Supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken, as final and any discrepancy found shall be accordingly made up by the Supplier. In all other cases, the consignee shall inform the Supplier about arrival of consignment immediately on receipt of stores through fax. If no response from the Supplier is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores shall be binding on the Supplier in such cases.

26. SHIPPING INSTRUCTIONS

The Supplier shall be responsible for the shipment of the Supplies on DDP/ CIP Karachi basis. These Supplies shall not be shipped/trans-shipped on/via Indian/ Israeli Vessels.

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

Bill of Lading/ AWB (in original)
Nomenclature and packing list of the cargo (in original)
Correct address of the consignee
Name of ship or Airline or Airfreight Company
Expected Date / Time of arrival
Quantity, dimension and weight of the cargo
Sea/Airport of discharge



27. PACKING DETAILS Packing and other requirements for system to include following aspect: Packing note detailing the contents of the consignment/package. 3 b. Packing shall be marked as under FRONT SITE: Name and address of consignee TOP: CONTRACT NO Gross Weight Dimensions Yellow dick 4" or 6" in diameter, according to the size of the packing Ċ. Depot storage requirement/detail to be specified. Detailed environmental effects/requirements to be specified. Stacking details/limit in depot to be specified. 28. PENALTY 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. Purchaser has the right to outright reject the equipment or impose penalty at the rate of 10 - 15% of the value of the relevant equipment/ items. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/ guarantee obligations on Form DPL-15 CONTRACT COMPLETION CERTIFICATES Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no stores/ goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a "No Objection Certificate" that the requirement placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier. 30 TECHNICAL SCRUTINY Technical scrutiny of quotations forwarded by the bidder shall be carried out by a committee nominated by NHQs. 31. DELAYS AND LIQUIDATED DAMAGES (LDs) LD, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by) Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&I-35 (Revised 2019), if the stores/ services 5 WHO supplied after the expiry of the delivery date without any valid reasons. subject to provision that the total LD thus imposed shall not exceed 10%

of the total value excluding taxes/ duties, freight, KPT, insurance charges (if any) of the stores delivered late. INTEGRITY PACT Integrity Pact to be made a part of all contracts exceeding Rs. 10 Million in value. 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: 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 sub-contractors, agents or servants. Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business practices of the Supplier or any of his sub-contractors, agents or servants. AMENDMENT IN CONTRACT Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment in the contract/corrigendum. APPLICABLE LAW, DISPUTES AND ARBITRATION Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) 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. The dispute shall be referred for adjudication to two arbitrators one 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. For complaints or disputes post-contract award. arbitration proceedings shall be conducted under the Arbitration Act of 1940. The venue of arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his

discretion may determine.

The arbitration award shall be final. C.

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

All proceedings under this clause shall be conducted in English/ language and in writing.

FORCE MAJEURE 35.

The Supplier shall not be held responsible for any delay occurring in

delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of Governments or any other authority competent in relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 15 (fifteen) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.

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

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

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

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

36. TERMINATION OF CONTRACT

If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such 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.

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.
- b. 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. No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is



received. Shall the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings. CONFIDENTIALITY 37 The Supplier and the Purchaser shall keep confidential all information of the other party, whether designated as confidential or not, obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party. The provisions of this clause shall not apply to any information in the public domain otherwise than by breach of the Contract; or information obtained from a third party who is free to divulge the same. The Supplier and the Purchaser shall divulge confidential information only to those employees who are directly involved in the Contract or have use of equipment and/or software used in connection with the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality. The Supplier 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/ Supplier/company's lawyer(s), 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 and expense of the Supplier. SECURE EXCHANGE OF CORRESPONDENCE 38. All correspondence pertaining to contract between Supplier and PN shall be on secured media. ASSIGNMENT AND SUBCONTRACTING 39 Neither Party shall assign any of its rights or obligations (in whole or in part) under the Contract without the prior written consent of the other Party, which shall not be unreasonably withheld The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld PRICE VARIATION 40 Prices offered will be firm and final. OWNERSHIP OF CONTRACT 41. In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that: Such change of ownership shall not in any way change, after or modify the Terms and Conditions of this Contract, and

The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract. 42 INDEMNITY In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of sub- contractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his sub-contractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs. 43. CERTIFICATE OF CONFORMANCE (COC) BY OEM Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier/ contracting 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/ Suppliers rendering false OEM Conformance Certificates shall be black listed. CERTIFICATION REQUIREMENT 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. Supplier through certificate shall confirm that he shall provide import documents at the time of delivery of stores. 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. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockist shall not be acceptable. CORRUPT GIFTS COMMISSIONS 45 The Supplier shall not Offer or give or agree to give to any person in the service of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favour or disfavor to any person in relation to this Contract. Enter into this or any other Contract with the Purchaser in connection with which commission has been or agreed to be paid by/ him or on his behalf, or to his knowledge, unless before the Contract is made, particulars of any such commission and of any agreement for the payment therein have been disclosed in writing to the Purchaser. 46. REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES Any Supplier feeling aggrieved by any act of the procuring agency after

the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report. Redressal of Grievances Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process. Any Supplier not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction. ADDITIONAL INSTRUCTIONS 47 Supplier shall provide the copies of standard/ specifications referred to or used for the indented stores/ goods and its accessories. Stores to be accepted on DPL-15 at consignees end. b. Supplier shall provide a conformance certificate that item(s) supplied conforms to relevant international standards. Setting up a front company or a joint venture company or to create Fictitious Companies to bid or allowing multiple bids under different names by the same Supplier/ contractor to show a competitive bidding process is not allowed. Change of beneficiary and/ or subcontractor/allowing sub-letting of works to petty contractors during the execution of contract is not allowed. f. The bidders are to clearly endorse on their technical offer that 'All I/T specifications as per Annex 'A' are confirmed. g. Supplier should submit the list of main customers to whom the indented stores have been sold during last 10 years and also the successful Contract Completion/Acceptance Certificate issued from those customers. **BIDDING PROCEDURE** 48 This tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure. LANGUAGE, MEASUREMENTS AND WORKING METHODS 49 All drawings, data-files in soft media, Man-Machinery Interface (MIMI) of software and hardware, all marking and identification systems, and all other documentation required to be produced or delivered to the Purchaser under the Contract shall be written, and meetings conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified. OEM ADDRESSES Addresses of OEMs and their local agent (complete with post code, Tel/Telex/Fax No etc) for all fitted machinery/equipment and their subassemblies/auxiliaries be provided with the technical proposal. END USER 51. SCD, PND, Karachi is the end user. Items upon receipt are to be issued to SCD. PND. Karachi.

APPENDIX 1 TO ANNEX B'TO INDENT No. DATED

INTEGRITY PACT

2390007 10-oct-23

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORKS IN CONTRACT WORTH RS. 10.00 MILLION OR MORE

Contract No.& Date Contract Value Contract Title

[the Supplier] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligations or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, the Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give the anyone within or outside Pakistan either directly or indirectly thorough any natural or juridical person, including its affiliate, agent, associate, broker. Supplier, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

[The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regards, [the Supplier/Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or including the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[The Purchaser]



[The Supplier]

	<u>D1 =0</u>
TENDER NO	Name of the Firm
To:	
THE DIRECTOR OF PROCUREMENT (SECTION P-32) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk	
adpn32@paknavy.gov.pk	
DEAR SIR	Date
WILL REMAIN VALID UP TO 120 DAYS AND WILL NOT BE QUOTED AND THE CONDITIONS ALREADY STATED THEREIS BY A COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED. 2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TO CONTRACT IN FORM NO. DP-35 (REVISED 2002) INCLUING PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENER GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXPATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/A REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STEED	N OR ON BEFORE THIS DATE. I/WE SHALL BE BOUND ED WITHIN THE PRESCRIBED TIME. ENDERS AND GENERAL CONDITIONS GOVERNING DED IN THE PAMPHLET ENTITLED, GOVERNMENT OF ERAL DEFENCE PURCHASE) "GENERAL CONDITIONS AMINED THE SPECIFICATIONS/DRAWINGS AND/ OR ARE FULLY AWARE OF THE NATURE OF THE STORES
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND F	ORM PART OF THIS TENDER:
A	
В	
C	
	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(CAPACITY IN WHICH SIGNING) ADDRESS: DATE SIGNATURE OF WITNESS. ADDRESS.
*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENT	'S 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 Challan Form for tender Fees as applicable

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

IMPORTANT

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

1.	Name :	
2.	Father's Name :	
3.	Address (Residential) :	
4.	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 :	
	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companie ttach Copy of relevant CERTIFICATE)	es.
10.	. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).	
(Ki	indly fill in the above form and forward it under your own letter head with contact details))