

**INVITATION TO TENDER FORM**

1. Schedule to Tender No. **2490404/R-2409/340008** dated **05 Sep 24.** This tender will be closed for acceptance at 1030 Hours and will be opened at **1100 Hours** on **25 Sep 24.** Please drop tender in the Tender Box No **204.**

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.

**SCHEDULE OF STORES**

<b>S N O</b>	<b><u>DETAIL OF STORES</u></b>	<b>QTY/ UNIT</b>	<b>UNIT PRICE (RS)</b>	<b>18% GST</b>	<b>TOTAL PRICE (Rs)</b>
1.	<b><u>PATTERN NO. 9320-79-513-3451</u></b>  PNEUMATIC RUBBER FENDER NET TYPE  SIZE: 2500 mm x 4000mm	15 No			
2.	<b><u>PATTERN NO. 9320-79-513-3458</u></b>  PNEUMATIC RUBBER FENDER NET TYPE  SIZE: 1200 mm x 2000mm  <b>Technical Specifications are given at Annex-A. General terms /conditions are given at Annex-B.</b>	04 No			

**NOTE:**

1. Firm/Supplier shall provide correct and valid E-mail and Fax No. to CINS and DP(N). Supplier/contracting firm shall either provide OEM conformance certificate to CINS or is to be E-mailed to CINS under intimation to DP (NAVY) at E-mail address [cins@paknavy.gov.pk](mailto:cins@paknavy.gov.pk), [inpspectorate1@paknavy.gov.pk](mailto:inpspectorate1@paknavy.gov.pk). Hardcopy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates will be black listed.

2. Inspection to be carried out as per Para-17 of annex-B.

3. Firm will submit an affidavit that the original earnest money is attached with commercial offer in separate envelope and copy of the same is attached with technical offer.

4. Firm will comply / confirm all IT clauses on its technical offer and original technical offer on firm's letter head pad along with DP-1, DP-2 & DP-3 duly signed and stamped on each page are required **in DUPLICATE**.

	<b>Above mentioned price includes 18% Sale Tax (Please tick Yes or No)</b>		
	Yes	No	
	<b>Grand Total</b>		

### **Terms & Conditions**

1. **Special Instructions.** N/A
2. **Terms of Payment.** As per para-02 of Annex-B.
3. **Origin of Stores.** (To be indicated in Technical Offer)
4. **Origin of OEM.** (To be indicated in Technical Offer)
5. **Technical Scrutiny Report.** Required.
6. **Delivery Period.** 06 Month after signing of contract
7. **Currency.** Pak Rupees
8. **Basis for acceptance.** FOR
9. **Bid Validity.** The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial / Financial Proposal offer or 30<sup>th</sup> June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days or less as per original offer) i.a.w PPRA Rule-26.
10. **Place of Inspection.** Inspection will be carried out as per para-17 of Annex-B.
11. **Tendering procedure** Single stage - Two Envelop bidding procedure will be followed as per PPRA Rule 36 (b).
12. **Earnest Money/  
Bid Security:** Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi in separate envelope and outside **attached with technical offer**. The rate of earnest money and its maximum ceil for different categories of firms would be as under:-

**REGISTERED/INDEXED/PRE-QUALIFIED FIRMS**

(a) 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.

**REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.**

(b) 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

**UN-REGISTERED / NOT PRE-QUALIFIED / UNINDEXED FIRMS.**

(c) 5% of the quoted value subject to maximum ceiling of Rs. 1.00 Million.

13. **Return of Earnest Money:**

(a) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.

(b) 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).

14. **Special Note.**

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

b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.

c. 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. Acceptance of firm's offer, firms not registered with DGDP is subject to security clearance. All firms who do not provide requisite documentary or security wise not cleared by DGDP (FS Team) will be rejected.

d. 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.

e. Company registration certificates are to be attached with offer.

f. Requisite amount of earnest money (in shape of Bank Draft 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.

- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer in duplicate.
- h. 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 be provided for technical scrutiny.
- j. Only registered supplier on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- k. 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 Taxpayer list is submitted along with payment documents.

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

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


- (a) Whether signing as "Sole Proprietor" of the firm or his attorney.
- (b) Whether signing as a "Registered Active Partner" of the firm or his attorney.
- (c) Whether signing for the firm "per procuracy".
- (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 Tender Covering Form


**TECHNICAL SEPCIFICATIONS OF NET TYPE PNEUMATIC RUBBER FENDER**

S No.	DESCRIPTION	QTY
	<b>PNEUMATIC RUBBER FENDER NET TYPE</b>	
1.	<p>NET TYPE PNEUMATIC RUBBER FENDER LARGE (Size 2500mm x 4000mm) NSN Number: 9320-79-513-3451</p> <p><b><u>SPECIFICATION/ SIZE:</u></b></p> <p>Diameter: 2.5m Length:4.0m Initial Pressure: 50 KPA Reaction Force: 1381 KN Energy Absorption: 663 KJ</p> <p>Chain &amp; Tire net for protection of fenders. Rubber hoses on chains to be provided.</p>	15
2.	<p>NET TYPE PNEUMATIC RUBBER FENDER SMALL (Size 1200mm x 2000mm) NSN number: 9320-79-513-3458</p> <p><b><u>SPECIFICATION/ SIZE:</u></b></p> <p>Diameter: 1.2m Length: 2.0m Initial Pressure: 50 KPA Reaction Force: 297 KN Energy Absorption: 63 KJ</p> <p>Chain &amp; Tire net for protection of fenders. Rubber hoses on chains to be provided.</p>	04
<p>The equipment shall be recently manufactured/ fresh batch, IACS approved classification society (eg Lloyd's, BV, ABS, DNV GL) &amp; ISO 17357 certified and may not be older than 01 year at the time of delivery.</p>		



## GENERAL TERMS AND CONDITIONS

S No.	General Terms / Conditions	Firm's Reply (Complied/ Partially Complied/ Complied)      Not
1.	<p><b><u>SCOPE OF SUPPLY/ WORK</u></b></p> <p>The Supplier undertakes to deliver equipment/goods/stores including Supplies and Services to the Purchaser on FOR Karachi basis as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent.</p> <p>The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, provide the equipment/goods/stores and supply the Services within the date(s) specified in the Project Time Schedule.</p>	
2.	<p><b><u>SCHEDULE OF PAYMENTS</u></b></p> <p>All payments to the Supplier shall be released through CMA(DP) on achievement of respective milestones as mentioned below or as negotiated by DP(N):-</p> <p>a. 80% payment on completion of following:</p> <ol style="list-style-type: none"> <li>(1) Delivery of stores at FOR Karachi along with tools/stores.</li> <li>(2) Joint Inspection.</li> <li>(3) Provision of remaining documents.</li> </ol> <p>b. 20% payment on completion of following:</p> <ol style="list-style-type: none"> <li>(1) Successful completion of installation/integration/interfacing/STW/commissioning of platform/equipment/ machinery at purchaser site complying all specifications/ acceptance criteria and issuance of acceptance certificate by end user.</li> <li>(2) Satisfactory conduct of operator and maintainer training of PN Team.</li> <li>(3) Issuance of CRV by the consignee.</li> </ol>	
3.	<p><b><u>PERFORMANCE BANK GUARANTEE (PBG)</u></b></p> <p>To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional Performance Bank Guarantee in favour of CMA(DP), Rawalpindi within 30 days of signing of the contract from a scheduled bank for an amount equal to 10% of the total Contract value (on a Judicial Stamp Paper) of appropriate value as per prescribed format. This PBG shall remain valid till 60 days beyond completion of warranty period of supplied systems.</p>	
4.	<p><b><u>CONTRACT EFFECTIVE DATE (CED)</u></b></p> <p>CED shall be established and notified by the Purchaser upon completion of following pre-requisites:</p>	

	<p>a. Contract signing. b. Submission of BGs by the Supplier.</p>	
5.	<p><b>PRICES OF THE ITEMS</b></p> <p>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.</p>	
6.	<p><b>COUNTRY OF ORIGIN</b></p> <p>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.</p>	
7.	<p><b>EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	

	<p>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.</p>
8.	<p><b><u>CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES</u></b></p> <p>The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination.</p> <p>The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and Services.</p> <p>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.</p> <p>Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Equipment.</p> <p>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.</p>
9.	<p><b><u>DOCUMENTATION</u></b></p> <p>The Supplier shall provide two sets of following original documents (in English) for each item/ system:</p> <ol style="list-style-type: none"> <li>a. Maintenance manuals and repair procedures.</li> <li>b. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/spares.</li> <li>c. Complete onsite, onboard &amp; depot level maintenance documentation must be provided.</li> </ol>





d. Illustrated Parts Catalogues (IPCs).

e. Name of Manufacturer & Manufacturing date to be printed on the fenders.

f. Following documents required during TSR (Tender Opening). To be submitted along with technical quote by the firm:

(1) Copy of compiled ISO 17357 certificate.

(2) Certificates duly signed by a major 3<sup>rd</sup> party (IACS approved) classification society (eg Lloyd's, BV, ABS, DNV GL) for fenders to be provided.

(3) OEM certificates certifying minimum service life of the fenders (10 years) to be provided.

(4) OEM's certificate of conformity and OEM's test certificates to be provided.

(5) FATs report conducted by OEM after manufacturing of pneumatic fenders to be provided.

(6) Material test report and detailed technical information to be provided.

10. 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.



11. 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.

12. 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.

b. The Goods/ Equipment shall undergo onboard acceptance trials.

c. The final acceptance certificate shall be signed by PN only after successful completion of all installation/ Acceptance trials.

d. 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).

e. 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.

13. TECHNICAL ASSISTANCE

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 without any additional cost and on request basis to the satisfaction of during warranty period shall be without any additional cost on request basis to the satisfaction of Purchaser.

14. 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.

15. PROVISION TO BUY ADDITIONAL STORES

Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months

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

16. 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:

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

17. INSPECTION OF STORES/ ACCEPTANCE TEST PROCEDURE

a. The stores shall be jointly accepted and inspected by team of following officers/ reps at concerned depot/ PND within 7 days of delivery at depot:

- (1) Reps of Supplier
- (2) Reps of End User
- (3) Rep of CINS & concerned depot

b. Above team shall inspect and test the goods to on Supplier their conformity to the contract specifications.

c. The conditions of the contract and technical specifications shall specify inspections/ tests criteria as required by the Purchaser and place of conduct.

d. Purchaser shall notify the Supplier in writing of the identity to any representatives entrusted for this purpose.

e. 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 without any additional cost to Purchaser within 60 days.

f. 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



	<p>inspected, tested and passed by Purchaser or its representative prior to the goods shipment from the country of origin.</p> <p>g. Supplier shall provide following at the time of joint inspection:</p> <p>(1) OEM conformity certificate.</p> <p>(2) Import Documents.</p> <p>(3) Catalogues.</p>
18.	<p><b><u>TECHNICAL REJECTION</u></b></p> <p>In case of non-compliance to any of the clause of Annex A to IT, offer is subject to technical rejection.</p>
19.	<p><b><u>REJECTION</u></b></p> <p>Rejection of stores if any shall be handled as given below:</p> <p>a. 1<sup>st</sup> rejection and 2<sup>nd</sup> rejection on supplier expense.</p> <p>b. On 3<sup>rd</sup> rejection contract cancellation shall be considered.</p>
20.	<p><b><u>PORT &amp; DOCK CHARGES</u></b></p> <p>"All port &amp; 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) &amp; PDD in Pak Currency".</p>
21.	<p><b><u>DISCREPANCY</u></b></p> <p>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 within 30 days.</p>
22.	<p><b><u>COMPENSATION ON BREACH OF CONTRACT</u></b></p> <p>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.</p>
23.	<p><b><u>CHECKING OF SUPPLIES AT CONSIGNEE'S END</u></b></p> <p>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</p>



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.

24. **COURT OF JURISDICTION**

All disputes arising in connection with the contract shall be sorted out through mutual discussion. Unsettled issues may however be dealt with under the laws of Pakistan. The courts at Islamabad shall be the courts of jurisdiction for any dispute relating to the contract of this indent for adjudication.

25. **PACKING DETAILS**

Packing and other requirements for system to include following aspect:

a. Packing note detailing the contents of the consignment/package.

b. Packing shall be marked as under:

FRONT SITE: Name and address of consignee

TOP: CONTRACT NO \_\_\_\_\_ DATE \_\_\_\_\_

Gross Weight \_\_\_\_\_

Dimensions Yellow deck 4" or 6" in diameter, according to the size of the packing

c. Depot storage requirement/detail to be specified.

d. Detailed environmental effects/requirements to be specified.

e. Stacking details/limit in depot to be specified.

26. **PENALTY**

a. 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 2 - 5% of the value of the relevant equipment/ items.

b. 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.

27. **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. Specimen of Contract Completion Certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.

28. **TECHNICAL SCRUTINY**

Technical scrutiny of quotations forwarded by the bidder shall be carried out by a committee nominated by NHQs. TSR committee may also visit the OEM premises at the invitation/expense of the Supplier to evaluate the manufacturing/system's capabilities of the OEM.

29. **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 2023). If the stores/ services 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.

30. **INTEGRITY PACT**

Integrity Pact to be made a part of all contracts.

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:

- a. 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.
- b. 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.

31. **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.

32. **APPLICABLE LAW, DISPUTES AND ARBITRATION**

Parties shall make their attempt that all disputes arising under

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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:

a. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior Court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law. For complaints or disputes post-contract award, arbitration proceedings shall be conducted under the Arbitration Act of 1940.

b. 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.

c. The arbitration award shall be final.

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

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

**13. FORCE MAJEURE**

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.

34. **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:

a. 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.

d. 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.

35. **BUY BACK**

The seller shall buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Buyer, within 03 years from the final acceptance of the equipment/system.



36. **CONFIDENTIALITY**

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

37. **LONG TERM LOGISTIC SUPPORT**

The Supplier shall guarantee to supply the necessary spares for next 10 years from the date of its final acceptance of the system by Purchaser. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment, OEM shall indicate their source of availability.

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

In case of discontinuation of production of any component/ part as result of obsolescence or development of an upgraded version, the Supplier shall inform the Purchaser at least one (1) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the Purchaser prior discontinuation of the production and shall also provide alternate for such components/ parts in case the original is not available.

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

38. **SECURE EXCHANGE OF CORRESPONDENCE**

All correspondence pertaining to contract between Supplier and PN shall be on secured media.

39. **ASSIGNMENT AND SUBCONTRACTING**

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.

40. **PRICE VARIATION**

Prices offered shall be firm and final.

41. **OWNERSHIP OF CONTRACT**

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:

a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and

b. 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. OEM certificate of Conformity(CoC) must have following information:

- (1) Description of Store along with Quantity.
- (2) Part/ Pattern Number of Store.
- (3) Manufacturer identification (name, address & contact)
- (4) Date/ Period of manufacturing.
- (5) List of Nos (Serial, Batch or Lot) as endorsed/engraved

on the stores (as applicable).

(6) Details of Test Reports (FATs/ OEM Lab test report) along with dates and tests conducted (as applicable).

(7) Details of 3<sup>rd</sup> party Testing Authority (if their services used).

(8) List of Safety/ Regulatory Standards (as applicable).

(9) Conformance to Standard/ Specifications Quoted in the Contract.

44. **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 "Principal" who is neither the OEM nor the OEM's authorized dealer/agent/stockist shall not be acceptable.

45. **CORRUPT GIFTS COMMISSIONS**

The Supplier shall not:

a) Offer or give or agree to give to any person in the service of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do 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.

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

Merely 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.

47. **ADDITIONAL INSTRUCTIONS**

a. Supplier shall provide the copies of standards.



specifications referred to or used for the indented stores/ goods and its accessories.

- b. Stores to be accepted on DPL-15 at consignees end.
- c. Supplier shall provide a conformance certificate that item(s) supplied conforms to relevant international standards.
- d. 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.
- e. 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.

48. **BIDDING PROCEDURE**

This tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure.

49. **LANGUAGE, MEASUREMENTS AND WORKING METHODS**

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.

50. **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.

51. **END USER**

CD/ NHM(K), PND, Karachi is the end user. Items upon receipt are to be issued to CD/ NHM(K), PND, Karachi.

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## INTEGRITY PACT

### 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 through 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]

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**Directorate of Procurement (Navy)**  
**Through Bahria Gate**  
**Near SNID Center, Naval Residential Complex, E-8, Islamabad**  
**Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section**

Tender No & Date \_\_\_\_\_  
Tender Description \_\_\_\_\_  
IT Opening Date \_\_\_\_\_  
Firm Name \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Email Address for Correspondence \_\_\_\_\_

**CEO Name \_\_\_\_\_ & CNIC \_\_\_\_\_ (Compulsory)**

Contact Person Name \_\_\_\_\_

Contact Number (Landline \_\_\_\_\_) (Mobile \_\_\_\_\_)

**Documents to be Attached with Quotation**

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

<b>Sealed Envelop 1 – Technical Offer in Duplicate</b>			
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick ✓ against each to ensure that these documents have been attached:			
S No	Document	Original Set	Copy Set
1.	Bank Challan		
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted – without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP – 2 Form of IT with compliance remarks against each clause of the Annex A)		
6.	Technical Offer / Specs		
7.	Annex A of IT (with compliance remarks)		
8.	Annex B & C of IT (with compliance remarks)		
9.	DP-3 form of IT (dully filled & signed)		
10.	DGDP Registration Letter (If firm is registered with DGDP)		
11.	Tax Filling Proof		
<b><u>Sealed Envelop 2 – Earnest Money</u></b>			
This Envelop must contain Earnest Money only.			
<b><u>Sealed Envelop 3 – Commercial Offer</u></b>			
This Envelop must contain following documents:			
1.	Firm's Commercial Offer	01 x Original	
2.	Principal Invoice (where applicable)	01 x Original	
3.	Dully filled DP-2 Form of IT	01 x 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 Authorized Signatures \_\_\_\_\_**



Tender No.....

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

To:

Directorate of Procurement (Navy)  
through Bahria Gate Near SNIDS  
Centre, CDA Market  
at Naval Residential Complex  
Sector E-8, Islamabad  
Tele : 051-9262310  
Email : dpn@paknavy.gov.pk

Dear Sir

1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to **120 days** and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time.

2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in Form No. DDP&I (Revised-2019) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender:

- a. ....
- b. ....
- c. ....

Yours faithfully,

.....  
(Signature of Tenderer)

.....  
(Capacity in which signing)

Address:.....

Date.....

Signature of Witness.....

ADDRESS.....



**DIRECTORATE PROCUREMENT (NAVY)**

Tender No.....  
 Directorate of Procurement (Navy)  
 through Bahria Gate Near SNIDS  
 Centre, CDA Market  
 at Naval Residential Complex  
 Sector E-8, Islamabad  
 Tele : 051-9262310  
 Email : dpn@paknavy.gov.pk

M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date \_\_\_\_\_

**INVITATION TO TENDER AND GENERAL INSTRUCTIONS**

Dear Sir / Madam,

1. DP (Navy) invites you to tender for the supply of stores/equipment/ services as per details given in attached Schedule to Tender (Form DP-2).

2. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 ([www.ppra.org.pk](http://www.ppra.org.pk)) and DPP&I-35 (Revised 2017) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

3. **Conditions Governing Contracts.** The ‘Contract’ made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the ‘Purchaser’ and the ‘Seller’ on Directorate General Defence Purchase (DGDP) contract Form “DP-19” in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2017) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood  
agreed

Understood  
not agreed



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

Understood  
agreed

Understood  
not agreed

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

b. **Technical Offer: (Where Applicable).** Should contain all relevant specifications in **DUPLICATE** (or as specified in IT) along with essential literature/brochure, drawings and compliance metrics in a separate sealed envelope and clearly marked “Technical Offer” without prices, with tender number and date of opening. Technical offer shall be opened first; half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:

Understood agreed      Understood not agreed



<b>S.No</b>	<b>Technical requirement as per IT</b>	<b>Firm's endorsement (Comply/ Partially Comply/ Non Comply)</b>	<b>Basis of C, PC of NC i.e. Refer to page or brochure</b>	<b>In case of non availability of enclosed proof from brochure/ Literature, quote/ attach additional documents/ data/undertaking as proof of compliance</b>

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)  
 (Firms must clearly identify where their offer does not meet or deviates from IT Specs)

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

Understood agreed      Understood not agreed



d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and **two copies of the technical offer** as asked in the IT) and envelopes clearly marked “Technical proposal”, “Commercial proposal” in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing 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

Understood agreed      Understood not agreed

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

e. **FORM DP-1, DP-2, DP-3 and Questionnaires.** Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the 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.

Understood  
agreed

Understood  
not agreed



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

Directorate of Procurement (Navy)  
through Bahria Gate Near SNIDS  
Centre, CDA Market  
at Naval Residential Complex  
Sector E-8, Islamabad

5. **Date and Time For Receipt of Tender.** Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9267412 well before the opening date / time.

Understood  
agreed

Understood  
not agreed



6. **Tender Opening.** Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004.

Understood  
agreed

Understood  
not agreed



7. **Validity of Offer.**

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

Understood  
agreed

Understood  
not agreed



b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.

Understood  
agreed

Understood  
not agreed

- |   |   |   |
|---|---|---|
| <p>8. <b><u>Part Bid.</u></b> Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.</p>   | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>9. <b><u>Quoting of Rates.</u></b> Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating 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).</p>   | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>10. <b><u>Return of I/T.</u></b> ITs are to be handled as per following guidelines:</p> <p>a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.</p> <p>b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.</p> <p>c. It is a standard practice to invite all firm(s) including those un-registered 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.</p> | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>11. <b><u>Withdrawal of Offer.</u></b> Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.</p>   | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>12. <b><u>Provision of Documents in case of Contract.</u></b> In case any firm wins a contract, it will deposit following documents before award of contract:</p> <p>a. Proof of firm's financial capability.</p> <p>b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.</p> <p>c. Principal/Agency Agreement.</p> <p>d. Registration with DGDP (Provisional Registration is mandatory)</p>   | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>13. <b><u>Treasury Challan.</u></b></p> <p>a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government</p>  | <p>Attached</p> <input type="checkbox"/>              | <p>Not<br/>Attached</p> <input type="checkbox"/>          |

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 participate in the tender competition accompanied by Challan Form of Rs 300 in favour of CMA (DP).

14. **Earnest Money/Tender Bond:-** Your tender must be accompanied by a **Call Deposit Receipt (CDR) in favor of CMA (DP)**, Rawalpindi for the following amounts:-

Attached

Not  
Attached



a. **Rates for Contract.** The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-

(i) **Registered/Indexed/Pre-Qualified Firms.** 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.

(ii) **Registered/Pre-Qualified but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 01.00 Million.

b. **Return of Earnest Money**

(i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.

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

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

S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
c.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
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

	Agreement in case of local agent.	Trading House/ Exporter /Stockiest etc.	Company/
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16. **Inspection Authority.** CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms of the contract.

Understood  
agreed

Understood  
not agreed



17. **Condition of Stores.** Brand new stores will be accepted on Firm's Warranty/Guarantee Form DPL-15 enclosed with contract.

Understood  
agreed

Understood  
not agreed



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

Understood  
agreed

Understood  
not agreed

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



b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.

c. Original quotation/Principal/OEM proforma invoice.

d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.

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

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

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax/duty.

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

(iv) Agent commission/profit, if any.

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

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

Understood  
agreed

Understood  
agreed

a. 1<sup>st</sup> rejection on Govt. expense

- b. 2<sup>nd</sup> rejection on supplier expense
- c. 3<sup>rd</sup> rejection contract cancellation will be initiated.

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

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:

Understood  
agreed

Understood  
not agreed



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](http://www.ppra.org.pk) or can be requested at [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)

Understood  
agreed

Understood  
not agreed



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

Understood  
agreed

Understood  
not agreed



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: 051-9267412 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.

Understood  
agreed

Understood  
not agreed



22. **Correspondence**. All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of

Understood  
agreed

Understood  
not agreed

delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).

23. **Pre-shipment Inspection.** PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

Understood  
agreed

Understood  
not agreed

24. **Amendment to Contract.** Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.

Understood  
agreed

Understood  
not agreed

25. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood  
agreed

Understood  
not agreed

26. **Price Variation.**

a. Prices offered against this tender are to be firm and final.

b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.

Understood  
agreed

Understood  
not agreed

c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.

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

Understood  
agreed

Understood  
not agreed



manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start 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.

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

Understood  
agreed

Understood  
not agreed

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

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

c. The arbitration award shall be firm and final.

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

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

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

30. **Liquidated Damages(LD).** Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DP-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.

Understood  
agreed

Understood  
not agreed

31. **Risk Purchase.** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.

32. **Compensation Breach of Contract.** If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

Understood  
agreed

Understood  
not agreed



33. **Gratuities/Commission/Gifts.** No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

Understood  
agreed

Understood  
not agreed



34. **Termination of Contract.**

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

Understood  
agreed

Understood  
not agreed



b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:

(i) To have any part thereof completed and take the delivery thereof at the contract price or.

(ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.

(iii) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.

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

stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

- |   |   |   |
|---|---|---|
| <p>35. <b><u>Rights Reserved.</u></b> Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).</p>   | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>36. <b><u>Secrecy/Non-Disclosure Agreement (NDA).</u></b> The Supplier shall undertake as per attached Annex-C, that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) to receive it. Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the Supplier.</p>   | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>37. <b><u>Acknowledgment.</u></b> Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. <a href="http://WWW.PPRA.ORG.PK">WWW.PPRA.ORG.PK</a></p>  | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>38. <b><u>Disqualification.</u></b> Offers are liable to be rejected if:-</p>  |   |   |
| <p>a. Received later than appointed/fixed date and time.</p> <p>b. Offers are found conditional or incomplete in any respect.</p> <p>c. There is any deviation from the General /Special/Technical Instructions contained in this tender.</p> <p>d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.</p> <p>d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.</p> <p>e. Treasury challan is NOT attached with the offer.</p> <p>f. Multiple rates are quoted against one item.</p> <p>g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.</p> <p>j. Subject to restriction of export license.</p> <p>k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.</p> <p>l. If the validity of the agency agreement is expired.</p> <p>m. The commercial offer against FOB/CIF/C&amp;F tender is quoted in local currency and vice versa.</p> <p>n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.</p> <p>p. Earnest money is not provided.</p> <p>q. Earnest Money is not provided with the technical offer (or as specified).</p> <p>r. If validity of offer is not quoted as required in IT or made subject to confirmation later.</p> <p>s. Offer made through Fax/E-mail/Cable/Telex.</p> <p>t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.</p> | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |

- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.

39. **Appeals by Supplier/Firm.** Any aggrieved Supplier/Firm against the decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below: Understood agreed  Understood not agreed

S.No.	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. **Limitation.** Any appeal received after the lapse of timelines given in para 39 above shall not be entertained. Understood agreed  Understood not agreed

41. **For Firms not Registered with DGDP.** Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website [www.dgdp.gov.pk](http://www.dgdp.gov.pk). These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies. Understood agreed  Understood not agreed

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

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise & Taxation)
- g. Office/Home/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- l. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- s. OEM Certificate
- t. ISO Certificate
- u. Stock List with value

- v. Company Profile/Broachers
- w. Employees List
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

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

Understood  
agreed

Understood  
not agreed



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

45. Format 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 01 Year after the acceptance of stores by the end user

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



SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

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

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

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

Sir,

1. Whereas your good self have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with Messer's \_\_\_\_\_

(Full Name and Address)

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

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

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

b. To keep this Guarantee in force till \_\_\_\_\_.

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our Customer i.e. M/s \_\_\_\_\_ or from your office. Claim, if any must be duly received by us on or before this day. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.

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

e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

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

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

**Guarantor**

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bank Seal and Signatures)



**UNDERTAKING / NON – DISCLOSURE CERTIFICATE**

I \_\_\_\_\_  
(Name & Appointment)

On behalf of \_\_\_\_\_  
(Name for firm / Contractor)

\_\_\_\_\_  
(With address and Telephone number)

2. Do hereby submit an under taking to abide by the provision of Official Secrets Act 1923 and conditions hereinafter contained. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate ceasing of further interaction and meetings.

Sig \_\_\_\_\_  
Status/  
Appointment \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_

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

**NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY**

**IMPORTANT**

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

1. Name : \_\_\_\_\_
2. Father's Name : \_\_\_\_\_
3. Address (Residential) : \_\_\_\_\_
4. Designation in Firm : \_\_\_\_\_
5. CNIC : \_\_\_\_\_  
(Attach Copy of CNIC)
6. NTN : \_\_\_\_\_  
(Attach Copy of NTN)
7. Firm's Address : \_\_\_\_\_
8. Date of Establishment of Firm : \_\_\_\_\_
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.  
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).

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

**CHECK OFF LIST**

Tender Control No:   340  

Firm Name:   M/s  

Opening Date:                     

Documents Attached	Yes
Technical offer in duplicate	
Commercial offer	
Technical Specs	
Earnest Money (Original+ Copy )	
Bank Challan	
DP-1 Form	
DP-2 Form	
DP-3 Form	
Tax Filling Proof	
DGDP Registration Letter	
Authorization Letter	
Principal Invoice	

Sig