

Tender Covering Form

Directorate of Procurement (Navy)

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

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262304

Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

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

Tender No & Date _____

Tender Description _____

IT Opening Date _____

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

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:

Sealed Envelop 1 – Technical Offer in Duplicate

This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick ✓ against each to ensure that these documents have been 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		
12.	CEO NAME & CNIC No.		

Sealed Envelop 2 – Earnest Money

This Envelop must contain Earnest Money only.

Sealed Envelop 3 – Commercial Offer

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 _____

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)
 Through Bahria Gate
 Near SNIDS Centre,
 Naval Residential Complex E-8
 ISLAMABAD

Contact: Reception: 051-9262311
 Bahria Gate: 0331-5540649
 Section: 051-9262304
 Email: dpn@paknavy.gov.pk
Adpn31pre@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 Rule: Understood
agreed Understood
not agreed
 DPP&I-35 (Revised 2019) covering general terms & conditions of contracts laid down in MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2019) (pre-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 Understood
agreed Understood
not agreed
 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 conditions in Defence Purchase Procedure & Instructions and DP-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

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

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

b. **Technical Offer: (Where Applicable).** Should contain all relevant s Understood agreed Understood not agreed
 in DUPLICATE (or as specified in IT) along with essential literature/brochu and compliance metrics in a separate sealed envelope and clearly marked “**Technical Offer**” without prices, with tender number and date of opening. Technical offer all be
 opened first; half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:

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

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

c. **Special Instructions.** Tender documents and its conditions may pl Understood agreed Understood not agreed
 point by point and understood properly before quoting. All tender condition responded clearly. In case of any deviation due to non-acceptance or tender conditions(s), the same should be highlighted alongwith your offered c itions.
 Tender may however be liable to be rejected.

d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and **two copies** of the technical offers as asked in the IT) and envelopes clearly marked “**Technical proposal**”, “**Commercial proposal**” in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

e. **FORM DP-1, DP-2, DP-3 and Questionnaires.** Form DP-1, DP-2 Understood agreed Understood not agreed
 annexes), DP-3 and Questionnaires duly filled in are to be submitted with th

offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.

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

Directorate of Procurement (Navy)

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

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262304

Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

5. **Date and Time For Receipt of Tender.** Tender must reach this office by 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 time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468 well before the opening date / time. Understood agreed Understood not agreed

6. **Tender Opening.** Tenders will be opened as mentioned in the schedule. Commercial offers will be opened at later stage if Technical Offer is found acceptable after 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 for a minimum of 90 days from the date of opening of **Commercial/ Financial Proposal** or 30th June whichever is later. Firm undertakes to extend validity of offer if required by the number of original bid period (i.e. 120 days 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.

8. **Part Bid.** Firm may quote for the whole or any portion, or to state in its offer that the rate quoted, shall apply only if the entire quantity/range of stores is taken by the firm. The Director Procurement reserves the right of accepting the whole or any portion of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted. Understood agreed Understood not agreed

9. **Quoting of Rates.** Only one rate will be quoted for entire quantity, item and unit. If 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 and 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). Understood agreed Understood not agreed

10. **Return of I/T.** ITs are to be handled as per following guidelines: Understood
agreed Understood
not agreed
- a. In case you are Not quoting, please return the tender inquiry stating of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.
- b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.
- 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.
11. **Withdrawal of Offer.** Firms shall not withdraw their commercial c Understood
agreed Understood
not agreed
 signing of the contract and within validity period of their offers. In case the firm v
 offer within validity period and before signing of the contract, Earnest Money of the shall
 be confiscated and disciplinary action may also be initiated for embargo up to 01 year
12. **Provision of Documents in case of Contract.** In case any firm win Understood
agreed Understood
not agreed
 it will deposit following documents before award of contract:
- a. Proof of firm's financial capability.
- b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
- c. Principal/Agency Agreement.
- d. Registration with DGDP (Provisional Registration is mandatory)
13. **Treasury Challan.**
- a. Offers by registered firms must be accompanied with a Challan form Attached Not
Attached
 (obtainable from State Bank of Pakistan/Government Treasury) and debit at
 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 by submitting Challan Form of Rs **300** in favour of CMA (DP).
14. **Earnest Money/Tender Bond:-** Please ensure Earnest Money is conta Attached Not
Attached
 separate envelop (not inside Technical or commercial offer). Offer is liable to be
 case Earnest Money is packed inside commercial or Technical offer. Your tender must be
 accompanied by a **Call Deposit Receipt (CDR) in favor of CMA (DP)**, Rawalpindi the
 following amounts:-
- a. **Submitting improper Earnest Money.** Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.

b. **Rates for Contract.** The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-

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

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

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

c. **Return of Earnest Money**

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

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

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

Understood
agreed

Understood
Not agreed

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 Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

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

Understood
not agreed

Understood
agreed

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

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

- a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.
- b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.
- c. Original quotation/Principal/OEM proforma invoice.
- d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.
- e. Submit breakup of cost of stores/services on the following lines:
 - (i) Imported material with break down item wise along-with import duties.
 - (ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-
 - (1) General Sales Tax
 - (2) Income Tax
 - (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
 - (4) Any other tax/duty.
 - (iii) Fixed overhead charges like labour, electricity etc.
 - (iv) Agent commission/profit, if any.
 - (v) Any other expenditure/cost/service/remuneration as asked for in the tender.

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

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

20. **Security Deposit/Bank Guarantee .** To ensure timely and correct sup the firm will furnish an unconditional Bank Guarantee (BG in the currency in which concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All es) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days

after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

21. **Integrity Pact.** There shall be “zero tolerance” against bribes, gifts, and inducement of any kind or their promises thereof by Supplier / Firm to any 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 or can be requested at dpmv@pakistan.gov.pk

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

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

22. **Correspondence.** All correspondence will be addressed to the Purchaser (Navy). Correspondence with regard to payment or issue of delivery receipt addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy). Understood agreed Understood not agreed

23. **Pre-shipment Inspection.** PN may send a team of officers including DP(N) for the inspection of major equipments and machinery items at OEM premises as per 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 (s) modify the existing clauses with the mutual agreement by the supplier and the 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 the DP(N) within 60 days after receipt of stores for discrepancies found in the consigned 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 Understood agreed Understood not agreed

increase/decrease will be allowed as actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.

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

27. **Force Majeure.**

a. The supplier will not be held responsible for any delay occurring Understood
agreed equipment due to event of Force Majeure such as acts of God, War, Civil Understood
not agreed Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start 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 Understood
agreed contract through friendly discussions in good faith. In the event that either party Understood
not agreed 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 (final and binding arbitration as provided below:

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

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

c. The arbitration award shall be firm and final.

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

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

29. **Court of Jurisdiction.** In case of any dispute only court of jurisdiction Rawalpindi, Pakistan shall have jurisdiction to decide the matter. Understood agreed Understood not agreed

30. **Liquidated Damages(LD).** Liquidated Damages upto 2% per month be imposed on the suppliers by the purchaser in accordance with DP-35, if 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 complete contractual obligations the contract will be cancelled at the Risk and Expense (R&E) of the supplier in accordance with DP-35. Understood agreed Understood not agreed

32. **Compensation Breach of Contract.** If the contractor fails to complete contracted stores or contract is cancelled either on RE or without RE or contract is 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 gratuity in any form shall be paid to any local or foreign agent, consultant representative 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.** Understood agreed Understood not agreed

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

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

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

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

(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.

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

36. **Application of Official Secrets Act, 1923.** All the matters connected with the enquiry and subsequent actions arising therefrom shall come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information. Understood
agreed Understood
not agreed

37. **Acknowledgment.** Firms will send acknowledgement slips within 07 days of the date of downloading of IT from the PPRA Website i.e. WWW.PPRA.ORG.PK Understood
agreed Understood
not agreed

38. **Disqualification.** Offers are liable to be rejected if:-

- a. Received later than appointed/fixed date and time. Understood
agreed
- b. Offers are found conditional or incomplete in any respect. Understood
not agreed
- c. There is any deviation from the General /Special/Technical specifications contained in this tender.
- d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
- d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- e. Treasury challan is NOT attached with the technical offer.
- f. Multiple rates are quoted against one item.
- g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- j. Subject to restriction of export license.
- k. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
- l. If the validity of the agency agreement is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.

- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.
- t. If offer is found to be based on cartel action in connivance with other sources/participants of the tender.
- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.

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

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

40. **Limitation.** Any appeal received after the lapse of timelines given in paragraph shall not be entertained.

41. **SECREC Y / NON DISCLOSURE AGREEMENT (NDA)**
 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.

42. **For Firms not Registered with DGDP.** Firms not registered with DGDP apply for registration with DGDP prior signing of Contract. Details can be found on website www.dgdp.gov.pk. These firms can participate in tender in accordance with paras 12 and 13 and provision of documentary proof regarding financial status of the firm alongwith GST registration copies.

43. 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 conducted for security clearance related to participation in the tender after technical opening of bids. Firms undertake to provide following documents for ground check by FS Team:

- 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

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

Understood
agreed

Understood
not agreed

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

46. 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 **03 Years** 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: _____

Seal and Signatures)

(Bank

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

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

Signature _____
Station: _____ Name : _____
Date: _____ Appointment in Firm _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2390264/R-2312/310183** DATED **06-11-2023**. This tender will be closed for Acceptance at **1030** Hours and will be opened at **1100** Hours on. **18-04-2024** Please drop tender in the Tender Box No **201**.
2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY/ DEN	UNIT PRICE	TOTAL PRICE
1.	OVERALL REPAIR/ MAINTENANCE OF DIGITAL RADIORAPHIC SYSTEM CANON CXDI-55G (PNS SHIFA RADIOLOGY DEPARTMENT) <u>Detailed:</u> <u>Technical Specification:</u> As per Annex A. <u>General Requirement/Instructions:</u> As per Annex B.	01		
Above mentioned price includes 18% sales Tax (Please tick Yes or No)		Yes		No
Grand Total				

Terms & Conditions

1. **Terms of Payment.** As per Annex B (Para – 2).
2. **Origin of OEM.** Imported with OEM CoC (Certificate of Conformance) compatible to preferred makes given in **of Annex A.** (Name & Country of OEM to be clearly mentioned).
3. **Origin of Stores.** Imported (Actual country (place) of manufacturer to be indicated).
4. **Technical Scrutiny Report.** Required.
5. **Duration of Agreement.** 03 Years after signing of contract
6. **Currency.** Pak Rupees
7. **Basis for acceptance.** **FOR Basis**
8. **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 or**

30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.

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

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

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

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

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

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

b. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

c. **Return of Earnest Money**

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

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

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

11. **Special Note.**

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

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

b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.


- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted along with payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- h. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached **in separate envelop in sealed condition with the Technical offer**. Photocopy of the same shall also be attached with DP-2 as a testimony. **Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.**
- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- 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 provide for technical scrutiny.
- j. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.
- k. The supplier shall undertake as per attached Annex C that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP (N) to receive it. Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the supplier.

Understood
agreed

Understood
not agreed

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

OVERALL REPAIR/MAINTENANCE OF DIGITAL RADIOGRAPHY (DR) SYSTEM CANON CXDI-55G

<u>S No. & Description</u>	<u>Firm's Reply (Complied) Partially Complied/Not Complied</u>	<u>Reference to attached Firm's Proposal/ Brochure</u>																									
<p>1. <u>SCHEDULE OF STORES TO BE SUPPLIED</u></p> <table border="1" data-bbox="256 520 1068 835"> <thead> <tr> <th>S NO</th> <th>DESCRIPTION</th> <th>QTY/Den</th> <th>Unit Price Rs</th> <th>Total Price Rs</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>Overall Repair/Maintenance of Digital Radiography (DR) System Canon CXDI-55G</td> <td>01</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Total Value</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>GST</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Total contract value</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S NO	DESCRIPTION	QTY/Den	Unit Price Rs	Total Price Rs	a.	Overall Repair/Maintenance of Digital Radiography (DR) System Canon CXDI-55G	01				Total Value					GST					Total contract value					
S NO	DESCRIPTION	QTY/Den	Unit Price Rs	Total Price Rs																							
a.	Overall Repair/Maintenance of Digital Radiography (DR) System Canon CXDI-55G	01																									
	Total Value																										
	GST																										
	Total contract value																										
2. <u>NAME OF THE INDENTOR</u>																											
3. <u>INDENT NO & DATE</u>																											
4. <u>COST DEBITABLE TO HEAD</u>																											
5. <u>PN HOSPITAL</u>																											
<p>6. <u>Duration of Agreement.</u> The agreement is valid for Three (03) years effective from Contract Effective Date (CED) i.e. signing of contract by seller and purchaser. The CED shall be notified by DP (Navy). The cost of the contract for 1st, 2nd & 3rd years shall be the same as per para 1 above. Detailed breakdown of the cost is as under:</p> <table border="1" data-bbox="293 1270 889 1417"> <thead> <tr> <th>Year</th> <th>Increment %</th> <th>Total Cost (Rs)</th> </tr> </thead> <tbody> <tr> <td>First</td> <td>Nil</td> <td></td> </tr> <tr> <td>Second</td> <td>Nil</td> <td></td> </tr> <tr> <td>Third</td> <td>Nil</td> <td></td> </tr> </tbody> </table>	Year	Increment %	Total Cost (Rs)	First	Nil		Second	Nil		Third	Nil																
Year	Increment %	Total Cost (Rs)																									
First	Nil																										
Second	Nil																										
Third	Nil																										
<p>7. <u>SCOPE OF WORK</u></p> <p>a. The DR System shall be kept operational with planned preventive maintenance on quarterly basis or according to the OEM's recommendation including but not limited to the following:</p> <ol style="list-style-type: none"> (1) Function and operation safety checks. (2) Adjustment, setting and lubrication. (3) Correction / rectification of detected defects which results from normal wear and tear and replacement of parts where necessary to enhance quality. 																											

(4) Quality checks.

Update of originally purchased softwares whenever made available by the factory.

c. Field modifications if any recommended by the factory to improve performance and reliability.

d. The firm shall also carry out necessary repairs, within the scope of this agreement, as and when required by PN client. Furthermore, the firm shall provide support to operating staff of the equipment as and when required.

e. If there is any fault in the DR System, the firm shall be notified on telephone and fault shall be entered in the ledger maintained to calculate the uptime performance. The firm is responsible to carry out all the repairs. When DR System is operational again, it shall be noted in the ledger maintained to calculate the uptime performance. When any repair work is carried out on the DR System, Electro Medical staff of PNS SHIFA shall also be present so that they are also trained for future.

8. **DEFINITIONS**

a. **Down time** Down time is defined as unscheduled unavailability of the equipment for clinical use due to equipment failure such that patients cannot be done on the system. It does not include customer's scheduled downtime such as preventive maintenance inspection and power failure. The interpretation of "Down Time" would be made this way that firm shall face penalty in the form of extension in warranty/maintenance period without extra cost if DR System remains out of order and uptime falls below 90%. Down time shall be calculated on monthly basis. Record of down time, repairs and visits of engineers of the firm would be maintained by Radiology department of the hospital.

b. **Freeze time** The term "Freeze Time" is referred as the duration in which the said maintenance contract becomes suspended for any particular machine and this period shall not be counted towards calculation of "Down Time" or for calculation of payment bills of machine. This term shall be applicable during process of arranging stores/parts not covered under the scope of contract or shifting of the machine applicable to both the supplier and the purchaser.



9. **SERVICE DESCRIPTION** The firm shall at its own cost provide and maintain a fully qualified engineer to carry out the obligations under this contract. Such engineer shall respond to service calls within 2 to 4 hours during the normal working hours of the firm from 09:00 to 17:00 hours from Monday through Saturday excluding Sundays and Govt declared holidays for the entire duration of this contract. Repair of the equipment shall be carried out in the event of failure. The firm shall maintain 90% uptime; otherwise penalty clause 13 (c) of this agreement would be invoked.

10. **PREVENTIVE MAINTENANCE** During the terms of this agreement supplier shall carry out, at least four times per year, Planned Preventive Maintenance (PPM). The record of the same will be kept by Purchaser and endorsed by the Supplier's Technical Reps upon completion of each PMS.

11. **BACKUP EQUIPMENT AND REPLACEMENT OF SPARE PARTS**

a. The firm shall at all times, during the term of the contract, make available necessary spare parts and test equipment to maintain the equipment under contract in good working condition to meet the guaranteed uptime performance.

b. The contract covers all parts and the firm; being proprietor of the OEM, shall provide all parts required to maintain the DR System to manufacturer's specifications except for following:

S NO	DESCRIPTION	All Parts Except Following
(1).	Digital Radiography (DR) System Canon CXDI-55G	Lanmit od Detector and batteries of UPS.

c. If needed, the consumables of parts not covered under this Maintenance contract shall be provided by the client/PN. During such time of arranging the parts for the DR System, the time shall not be counted in Down time as discussed in clause 8.

12. **EMERGENCY SERVICE** In case of emergency as decided by the Commandant/ HOD Radiology department PNS SHIFA Karachi, services of supplier can be called at any time including National holidays.

13. **TERMS OF PAYMENT** The annual service charges shall be paid in (04) Quarterly installments. "Uptime Performance" for the DR System shall be calculated and additional number of days as per penalty clause at para 13 (c) below shall be added accordingly. The quarterly bills would be prepared by the firm and Commandant PNS SHIFA shall countersign these bills after verification from Head of Radiology Department/ Electro Medical Officer. Extension in validity of contract existing from low performance (less than 90% uptime) shall be calculated in calendar days. Commandant PNS SHIFA shall inform the extension required from the firm in writing to the supplier under intimation to DDGMS (N) and DP (N).



14. **SYSTEM UPTIME PERFORMANCE**

a. An annual optimal uptime of 90% shall be considered as acceptable level of performance. Uptime shall be defined as time available to user for doing data acquisition and processing during six days a week throughout the year.

b. The uptime shall be calculated on quarterly basis. A proper record/ledger is to be maintained by PN Hospital, which shall be endorsed by Commandant PNS SHIFA & Supplier's Rep on closing of each month.

c. If the uptime percentage for the measurement period shall fall short of 95%, the following formula shall be applied to determine additional days in the warranty/ service contract period:

- (1) 90-100% No penalty
- (2) 90-85% The warranty period shall be extended by 01 times the number of days as extra down time
- (3) 85-80% The warranty period shall be extended by 02 times the number of days as extra down time
- (4) Below 80% The warranty period shall be extended by 03 times the number of days as extra down time.

d. Down time shall start as the end user notifies the problem to the designated service/ facility/individual verbally or in writing. The response time of two hours shall be considered as normal.

ACCESS TO THE EQUIPMENT Personnel from company shall be given prompt access to the equipment and if such access is delayed by the customer or his agent's then time lost by company personnel shall not be considered as downtime. Commandant PNS SHIFA shall render final decision in any such situation.

16. **INSTRUCTIONS FOR OPERATION/USAGE**

a. The DR System covered under this maintenance contract is to be used only by the designated persons who have sufficient expertise of system. The DR System is to be used on UPS only to avoid unnecessary failure due to power fluctuations. PN hospital shall be responsible for ensuring to maintain the requisite environmental conditions, such as, temperature and humidity levels etc for smooth functioning of the DR System.

b. The Supplier shall inform the hospital of any environmental condition problems after routine visits. The hospital shall be expected to rectify the problems as soon as possible to keep the contract in effect. However, in any such situation, the firm shall give a written advice under intimation to



all concerned. The hospital shall not assign, pledge or transfer the responsibilities of company regarding this DR System during valid contract period without prior written consent of the Supplier.

c. Contract does not cover any apparent changes in outlook of equipment because of aging as it would be applicable to normal/fair use.

17. **PERFORMANCE BANK GUARANTEE** To ensure timely and correct supply of stores/services, the firm shall furnish Performance BG within 30 days of signing of contract from a scheduled bank for an amount equal to 10% of the total value of the contract (on a judicial stamp paper) of appropriate value as per prescribed format.

18. **END USER** PNS SHIFA HOSPITAL

19. **COMPENSATION FOR BREACH OF CONTRACT** If the supplier fails to provide maintenance/service support as given in scope of this contract or contract is cancelled on RE or without RE or contract becomes ineffective due to default of supplier or his Reps causing undue loss to the Government, the 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 takes 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 the contractor/seller in Government treasury in the currency of the contract.

20. **RISK PURCHASE** In the event of failure on the part of supplier to comply with the contractual obligations, the contract shall be cancelled at the risk and expense of the supplier in accordance with DPP & I-35 (Revised 2019).

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

22. **PURCHASER RIGHT** The Purchaser reserves the right of deletion, addition and cancellation of the contract in part or full without assigning any reason whatsoever and without financial repercussion on either side within 21 days after signing of contract. Such information shall be passed to the Supplier on his legal address by the Purchaser through the fastest possible means i.e Telephone, Fax, Telegram and Email etc. The right of the Purchaser is based on the grace period of 21 days permitted to the Supplier for the delivery of the stores.



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

24. **SAFE CUSTODY** The SUPPLIER shall be responsible for the safe custody of the item/ equipment dispatched for repair overhaul. If during the period of repair/ overhaul the item/ equipment is destroyed and or misplaced due to any nature, the SUPPLIER shall arrange for its replacement.

25. **SAFETY** During the repair, if the equipment is damaged, SUPPLIER will be responsible to repair the damaged equipment at its own expenses to the satisfaction of Pakistan Navy. The repairs may include replacement of damaged parts by new ones, which is to be decided by Pakistan Navy. In case the damage, renders the equipment irreparable or beyond economical repairs, SUPPLIER will have to compensate for the equipment as decided by Pakistan Navy.

26. **DISCREPANCY** The consignee shall render a discrepancy report within ninety (90) days of receipt of the stores in PAKISTAN for any discrepancy found in Consignment and quantities being short for which SELLER is responsible to replace without an additional cost.

27. **FORCE MAJEURE**

a. The parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic sabotages), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties and any events or circumstances on which the Parties has no control.

b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties.

b. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party of such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation obligations under the Contract, as well as the time required for such performance.

c. Upon termination of the above-mentioned circumstances,



the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.

e. Within reasonable time, the Party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.

f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration of such circumstances and consequences thereof.

g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other Party (Seller).

h. The Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of a force-majeure event.

28. **CORRESPONDENCE** All correspondence should be addressed to the Purchaser under intimation to OI/C PNMSD Karachi. Correspondence pertaining to payment and issue of Performance/Service completion Receipt may be addressed to CMA and the Purchaser respectively with copy endorsed to DP (N).

29. **INTEGRITY PACT** Integrity pact is enclosed at Annex A duly endorsed by the Purchaser and the Supplier.

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

31. **LIQUIDATED DAMAGES** Liquidated damages upto 2% per month are liable to be imposed on the supplier/principal by the purchaser in accordance with DP-35, if the stores are supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.

32. **AMENDMENTS** Any amendments to the contract pertaining to its Terms and Conditions may only be made in writing, signed by duly authorized representatives of both the Parties. Where any party proposes any change to the contract, it shall notify the other party in



writing of the nature of the change if requires or proposes and shall be incorporated only if agreed by the other party in writing.

33. **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 at any time, then such party may by written notice to the other party refer the dispute (s) to final and binding arbitration a 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 Laws.
- b. The venue of arbitration shall be the place from where the contract is issued or such other places are the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final and binding on the both parties to the contract.
- d. In 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.

34. **COURT OF JURISDICTION** All disputes arising in connection with this 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 Courts of Jurisdiction for any dispute relating to this contract for adjudication.

35. **TERMINATION OF CONTRACT**

- a. If at any time during the currency of the contract Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the supplier of such notice.
- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either to have any part thereof completed and take the delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such a case materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser.



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

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

36. **REQUIREMENT FOR CONCLUSION OF CONTRACT**

a. The firms shall have repair/maintenance experience of DR System (Sedecal X-Ray 1000mA Canon CXDI 55G) and shall provide copy of previous repair/ maintenance contract concluded/ successfully executed with any of the hospitals of Armed Forces/ Govt departments as evidence.

b. The firms shall have OEM trained engineers and shall provide certificates as proof of their training.

c. The firms should be able to supply original parts including licensed software.



ANNEX 'A' TO _____
CONTRACT NO. _____
DATED _____

**INTEGRITY PACT DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABALE
BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACT WORTH RS.10.00
MILLION OR MORE**

Contract No. DATE _____
Contract Value (Specify Value in Currency) _____
Contract Title _____ for Pakistan Navy

M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Govt of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s _____ 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 neutral or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form, from the Govt of Pakistan, except that which has been expressly declared pursuant hereto.

M/s _____ 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 Govt of Pakistan and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

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

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

[The Purchaser]

[The Supplier]



TENDER NO.....

NAME OF THE FIRM.....
DGDP REGISTRATION NO.....
ADDRESS.....
TELEPHONE NO.
OFFICIAL E-MAIL.....
FAX NO
MOBILE NO

To:

THE DIRECTOR OF PROCUREMENT
(SECTION P-31)

Directorate of Procurement (Navy)

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

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262304

Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

DEAR SIR

DATE_____

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. DP-35 (REVISED 2019) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS.

3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FORM PART OF THIS TENDER:

- A.
- B.
- C.

YOURS FAITHFULLY,

.....
(SIGNATURE OF TENDERER)

.....
(CAPACITY IN WHICH SIGNING)

ADDRESS:.....

DATE.....

SIGNATURE OF WITNESS.....

ADDRESS.....

*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-

- (a) WHETHER SIGNING AS "SOLE PROPRIETOR" OF THE FIRM OR HIS ATTORNEY.
- (b) WHETHER SIGNING AS A "REGISTERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.
- (c) WHETHER SIGNING FOR THE FIRM "PER PROCURATION".
- (d) IN THE CASE OF COMPANIES AND FIRMS REGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO-DATE AND UNDER THE PARTNERSHIP ACT 1932, THE CAPACITY IN WHICH SIGNING E.G., THE DIRECTOR, SECRETARY, MANAGER, PARTNER, ETC. OR THEIR ATTORNEY AND PRODUCE COPY OF DOCUMENT EMPOWERING HIM SO TO SIGN, IF CALLED UPON TO DO SO.
- (e) Principal's Proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

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

IMPORTANT

Each column must be filled in with BLOCK CAPITAL LETTERS, 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)