Tender Covering Form

Directorate of Procurement (Navy)

Through Bahira Gate, Near SNIDS Centre,

Naval Residential Complex E-8

ISLAMABAD

Contact: Recei

Reception: 051-9262306

Bahria Gate: 0331-5540649

Section:

051-9262309

Email:

dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk

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

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Tender N	No & Date			
Tender E	Description			
IT Openi	ng Date			
Firm Nan				
Postal Ad	ddress			
	dress for Correspondence		_	
	Person Name			
	Number (Landline) (Mob			
<u>pocume</u> shall cont	nts to be Attached with Quotation: Firm is to submatain 03 x Sealed Envelops as per details given below:	nit its propo	sal in a seale	d envelope which
	Envelop 1 – Technical Offer in Duplicate			
This env	velope 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 tid	ck 🗸 against	each to ensure
s No	se documents have been attached:		 ,	
1.	Bank Chailan	<u> </u>	riginal Set	Copy Set
2.	Principal Authorization Letter (where applicable)			
3.		where		 .,
	applicable)	Wilele		
4.	DP -1 Form of IT (with compliance remarks)			
5.	DP - 2 Form of IT with compliance remarks against	each		
	clause.		_	
6.	Technical Offer / Specs			
7.	Annexes of IT			··
<u>8.</u> 9.	DP-3 form of IT (dully filled & signed) DGDP Registration Letter (If firm is registered)			<u>.</u>
3.	DGDP Registration Letter (if firm is registered DGDP)	With		
10.	Income tax Filling Proof.			
11.	Sales Tax registration Proof.			
12.	CEO Name & CNIC No.			· ·
13.	Imported with OEM CoC (Certificate of Conform	ance)		
	compatible to preferred makes given in of Anne	ex A.		-
14.	(Name & Country of OEM to be clearly mention	ned).		
	Country of Origin (Must be mentioned). Envelop 2 – Earnest Money: This Envelop must co	ntole C		
<u> </u>	<u>Envelop 2 – Earnest Money:</u> This Envelop must co	intain came	st Money on	у.
Sealed E	<u>Envelop 3 – Commercial Offer:</u> This Envelop must	contain fol	owing docum	ents:
1.	Firm's Commercial Offer	01 x Origina	al	·· ·
2.	Principal Invoice (where applicable)	01 x Origina		·
<u> 3. </u>		01 x Origina		
irm's De	claration: It is certified that we have a	ubmittad to	odor in eee	المالية المالية

<u>Firm's Declaration:</u> 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	
iii 🖎 .	いいけいかいてきか	Jiulialules	

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)

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

Contact: Reception: 051-9262306

Bahria Gate: 0331-5540649

Section:

051-9262309

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. <u>Caution</u> : This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.	Understood agreed	Unders not agre
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 2019) and other special	Understood agreed	Unders not agr

conditions that may be added to given contract for the supply of Defence Stores /

Services specified herein.

4. comm	<u>Delive</u> nercial o	ery of Tender. Toffers are to be furni	he tender doci shed as under:-	uments coveri	ng technical and	
	envelor Taxes Foreig indicat be cle firm, I if more	oned in IT. It should ppe "Commercial on training, installated separately. Total arly mentioned. In DP(N) reserves the retaining one options were than one options were considered.	t figures as well be clearly mark Offer", tender sportation, insuration commission price of the item case of more tright to accept lowere accepted in	ell as in words ked in fact on a number and ance charges F ing, services as quoted again han one optio west technicall Technical Scru	date of opening. ATs, local training Taxes are to be ust the tender is to be of offered by the y accepted option tiny Report.	d Underst
	2hecuit	Technical Offer: () cations in DUPLICA	NIE (Or as spec	ified in IT) alo	ng with acceptic agreed	Understor not agreer
	envelo numbe hour at	re/brochure, drawing pe and clearly mark or and date of opening fter the date and time confirm/comply with	gs and complian red "Technical C ng. Technical off e for receipt of t	ice metrics in a Offer" without p fer shall be ope ender mentions	a separate sealed rices, with tender ened first; half an	
	S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially	Basis of C, PC of NC i.e. Refer to page or	availability of enclosed proof	
	_		Comply/ Non Comply	brochure	Literature, quote/ attach additional documents/ data/undertaking as proof of compliance	
((Legend Firms m	d: C = Fully Comply, ust clearly identify where	PC = Partially C	omply, NC = N	ot Comply)	
o p	:. <u>s</u> lease l ender d		s. Tender docu int and understo responded clea	ments and its od properly be	conditions may Understood	Understood not agreed
11	ոցույց։	nted alongwith you e to be rejected.	r offered cond	itions. Tende	r may however	
p ci oi pi	opy of the IT roposa alled fo ffers ar roperly ffer, nu	irms shall submit the commercial offer are and envelops clear. I' in bold. The commer and the technical reto be enclosed in sealed bearing of a technical and cores (technical and cores.)	nd two copies of arly marked "Teometrial offer will offer will not income separate cover the bidder. Eac IT and IT open	of the technical chnical proposa include rates of dicate the rates and each en the cover shall incounted the cover shall be covered to the covered	offers as asked al", "Commercial of items/services as Both types of evelope shall be indicate type of reafter both the	

opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender decuments, without any indication that there is a tender within it. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understoo not agreed (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the technical offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. 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: 051-9262306 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavv.gov.pk Adpn31pre@paknavy.gov.pk Date and Time For Receipt of Tender. Tender must reach this office by Understood Understood not agreed the date and time specified in the Schedule to Tender (Form DP-2) attached. This agreed Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9262311 well before the opening date / time. 6. Tender Opening. Tenders will be opened as mentioned in the schedule to Understood Understood tender. Commercial offers will be opened at later stage if Technical Offer is found agreed not agreed acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. 7. Validity of Offer. The validity period of quotations must be indicated and should Understood Understo agreed invariably be 120 days from the date of pening of Commercial/ Financial not agree 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.

(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

; •	8.	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
	the stor acc and	Part Bid. Firm may quote for the whole or any portion, or to state in tender that the rate quoted, shall apply only if the entire quantity/range of res is taken from the firm. The Director Procurement reserves the right of the tender or portion of the quantity offered, if firm shall supply these at the rate quoted.	
;	to r Sec com	Quoting of Rates. Only one rate will be quoted for entire quantity, iten Understood e. In case quoted rates are deliberately kept hidden or lumped together to tricl agreed er competitors for winning contract as lowest bidder, DP(N) reserves the right reject such offers on-spot besides confiscating firm's Earnest Money / Bid surity and take appropriate disciplinary action. Conversion rate of FE/LC apponents will be considered w.e.f. opening of commercial offer as per PPRA	Understood not agreed
•	10.	Return of I/T. ITs are to be handled as per following guidelines: Understood agreed	Understo:
		a. 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.	
		proposals to end users / indentors. If your firm has been invited to describe 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.	Understood not agreed
Ç	ffers ase ontra	Withdrawal of Offer. Firms shall not withdraw their commercia Understood specified before signing of the contract and within validity period of their offers. It agreed the firm withdraws its offer within validity period and before signing of the act, Earnest Money of the firm shall be confiscated and disciplinary action also be initiated for embargo up to 01 year.	Understood not agreed
12 Wi		G CUITING II WILL DANGER tollowing described to	Understood not agreed
		 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 of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.	Not Attached

		o participate in the tender by s	ked with DGDP (Registration Section) submitting Challan Form of Rs 300 in	-	•
	ned in		Technical or commercial offer). Offer	Attached	Not Attached
Techn	ical of		oney is packed inside commercial or mpanied by a Call Deposit Receipt rithe following amounts:-		
	14 of confis case	hed with tender is strictly in con DP-1 and clause 10 of DP-2) or cation of Earnest Money/Bid	t Money. Earnest Money/Bid Security formity of tender/IT conditions (Clause the subject. We have no objection on security and rejection of our offer in descurity is improper/insufficient in		
	b. maxin		e rate of earnest money and its OF FIRMS would be as under:-		
		(i) Registered/Indexed/Pr quoted value subject to maxim	re-Qualified Firms. 2% of the um ceiling of Rs. 0.500 Million.		
			ed but Un-indexed Firms. 3% of eximum ceiling of Rs. 0.750 Million.		
		(iii) <u>Unregistered/not Pre-(</u> the quoted value subject to ma	Qualified/Un-indexed Firms. 5% of eximum ceiling of Rs. 1.000 Million.		
	C.	Return of Earnest Money			
		(i) Earnest money to the u on finalization of the contract.	nsuccessful bidders will be returned		
			e firm/firms with whom contract is submission of Bank Guarantee and its		
15. contra (Regis	ct on	ments for provisional registra Earnest Money (EM) , it will d Section) before the award of co	··-	inderstood greed	Understood Not agreed
S No	Loca	al Supplier	Foreign Supplier		
a.		ee filled copies of SVA-8121 of h member of management.	Three filled copies of SVA-8121-D of each member of management.		
b.	Thre	ee filled copies of SVA-8121-A	Three filled copies of SVA-8121.		
C.		ee photocopies of NIC for h member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.		
d.		ee PP size photographs for himember of management.	Three PP size Photographs for each member of management.		

Challan Form

Financial

sheet

standing/audit

balance

Challan Form

Bank Statement for last one year.

e.

f.

<i>⊢</i>		- Paragrant	
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.	
mohe	Consignice a Specialist User of a tean	pint Inspection will be carried out by Under in nominated by Pakistan Navy. CINS agreed I-35 (Revised 2019) or as per terms or	
17. Warra	<u>Condition of Stores.</u> Brand nearly/Guarantee Form DPL-15 enclose	ew stores will be accepted on Firm's Under d with contract.	stood Understood not agreed
18.	_	documents are required to be	
	a. OEM/Authorized Dealer/Age Dealership Evidence.	ent Certificate along with OEM	
	Conformance Certificate to CINS of intimation to DP (Navy). Hard conthrough courier. On receipt, CINS s	e correct and valid e-mail and Fax No racting firm shall either provide OEM or is to be e-mailed to CINS under py of COC must follow in any case hall approach the OEM for verification by OEM. Companies/firms rendering ill be blacklisted.	
	c. Original quotation/Principal/OF	EM proforma invoice.	
	d. In case of bulk proforma invoice the bulk proforma invoice have not be proforma invoice from the manufacture	ce, a certificate that prices indicated in seen decreased since the date of bulk rers/suppliers.	
	e. Submit breakup of cost of store	es/services on the following lines:	
	(ii) Variable business overly by the federal/provincial govern (1) General Sales Ta (2) Income Tax (3) Custom Duty. Postered page is to be atta (4) Any other tax/duty (iii) Fixed overhead charges (iv) Agent commission/profit	CT code along with photocopy of the ached where applicable. y. like labour, electricity etc.	
19. I		ptoron/nomines offered V	
contrac	it concluded against this tender may b	stores/services offered as a result o Understo e rejected as follows:	od Understood agreed
	 1st rejection on Govt. expense 2nd rejection on supplier expense 		[]
	2. 3 rd rejection contract cancellation	on will be initiated.	L
20. <u>s</u>	Security Deposit/Bank Guarantee . of stores the firm will furnish an unco	To ensure timely and correc Understoon nditional Bank Guarantee (BG in the agreed	od Understood not agreed

| Photocopy of passport

Photocopy of NTN

g.

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

24 Internity Book Those shall be seen delement and the best of the state of	15.4
21. <u>Integrity Pact.</u> There shall be "zero tolerance" against bribes, gifts Understood commission and inducement of any kind or their promises thereof by Supplier. Significantly staff whether to solicit any undue benefit, favour	I Understoo not agreed
or otherwise. Following provisions must be clearly read & understood for strict compliance:	
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk	
b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.	
c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.	
22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser Understood i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).	Understoo not agreed
23. <u>Pre-shipment Inspection</u> . PN may send a team of officers including DP(N Understood member for the inspection of major equipment's and machinery items at OEN agreed	Understood not agreed

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. Amendment to Contract. Contract may be amended/modified to include Understood 24. fresh clause (s) modify the existing clauses with the mutual agreement by the agreed Understood not agreed supplier and the purchaser; such modification shall form an integral part of the contract. 25. Discrepancy. The consignee will render a discrepancy report to al Understood concerned within 60 days after receipt of stores for discrepancies found in the agreed Understood not agreed consignment. The quantities found short are to be made good by the supplier, free of cost. 26. Force Majeure. The supplier will not be held responsible for any delay occurring it Understood supply of equipment due to event of Force Majeure such as acts of God agreed Understood not agreed 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 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. The Supplier shall provide the Purchaser with all the necessary b. proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser. 27. Arbitration. Parties shall make their attempt to settle all disputes arisin(Understood under this contract through friendly discussions in good faith. In the event tha agreed Understood not agreed 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 biding arbitration as provided below: 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.

15 P. 18

b. The venue of the arbitration shall be the place from which contract is issued or such other places as the Purchaser at his discre may determine.		÷.
c. The arbitration award shall be firm and final.		
d. In course of arbitration the contract shall be continuously executed except that part which is under arbitration	be	
 e. All proceedings under this clause shall be conducted in Englanguage and in writing 	ılish	
28. <u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdic at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.	tior Understood agreed	Understo- not agree-
29. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per more liable to be imposed on the suppliers by the purchaser in accordance with 10.5 if the contract of the contra	DP: agreed	Understo not agree
35, if the stores supplied after the expiry of the delivery date without any v reasons. Total value of LD shall not exceed 10% of the contract value.	alid	
30. Risk Purchase. In the event of failure on the part of supplier to conwith the contractual obligations the contract will be cancelled at the Risk		Undersi not agre
Expense (RE) of the supplier in accordance with DP-35.	and	
31. Compensation Breach of Contract. If the contractor fails supply the contracted stores or contract is cancelled either on RE or without RI contract become ineffective due to default of supplier / seller or stores / equipmed declared defective and caused loss to the Government, contractor shall be list to pay to the Government compensation for loss or inconvenience resulting for default or from the rescission of his contract when such default or rescission to place such compensation will be in excess to the RE amount, if imposed by competent authority. Compensation amount in terms of money will be decided the purchase officer and will be deposited by contractor / seller in Government.	E o nent able his ake the by	Understov not agree
treasury in the currency of contract.		
32. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee compensation in any form shall be paid to any local or foreign agent, consult representative, sales promoter or any intermediary by the Manufacturer/Supplexcept the agent commission payable as per the agent commission policy of government and as amended from time to time and given in the contract. It breach of such clause(s) of the contract by Manufacturer/Supplier and/or to sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any of punitive measure which the purchaser may consider appropriate.	tan ^{agreed} olier the	Understo not agree
33. <u>Termination of Contract.</u>	Understood	Understo
 a. If at any time during the currency of the contract the Purcha decides to terminate the contract for any reason whatsoever (other than reasons of Non-Delivery) he shall have right to do so by giving the Supp 	n for	not agree

a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

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

and expense (RE) of the Supplier.	
34. Rights Reserved. Directorate of Procurement (Navy), Rawalpinc Understood reserves full rights to accept or reject any or all offers including the lowest agreed 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).	Underste not agree
35. Application of Official Secrets Act, 1923. All the matters connected Understood with this enquiry and subsequent actions arising there from come within the scope agreed of the Official Secrets Act, 1923. You are, therefore, requested to ensure	Understood not agreed
complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.	
36. Acknowledgment. Firms will send acknowledgement slips within 07 day: Understood from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood not agreed
37. <u>Disqualification.</u> Offers are liable to be rejected if:-	
a. Received later than appointed/fixed date and time. b. Offers are found conditional or incomplete in any respect. c. There is any deviation from the General /Special/Technical Instructions contained in this tender. d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer. d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para	Understood not agreed

e. Treasury challan is NOT attached with the technical offer.

- f. Multiple rates are quoted against one item. Manufacturer's relevant brochures and technical details on major a. equipment assemblies are not attached in support of specifications. Subject to restriction of export license. (commercial/technical) non-initialed/ k. Offers containing unauthenticated amendments/corrections/overwriting.
- If the authorization letter/agency/dealership distribution agreement is not attached or if the validity of the same is expired.
- The commercial offer against FOB/CIF/C&F tender is guoted in local currency and vice versa.
- Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- Earnest money is not provided.
- Earnest Money is not provided with the technical offer (or as specified).
- If validity of offer is not quoted as required in IT or made subject to confirmation later.
- Offer made through Fax/E-mail/Cable/Telex.
- If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- If OEM and principal name and complete address is not mentioned.
- Original Principal Invoice is not attached with offer.

38. <u>App</u>	eals by Supplier/Firm. Any aggri	eved Supplier/Firm against the o	nderstood Understo
decision of	DP (N) or CINS or any other problem.	atic area towards the execution c	greed not agree
comprising	ct may prefer an Appeal to Stan PN Officers and military finance rep a and timeline for preferring appeals is g	it Naval headquarters, Islamabad.	
S.N	o. Category of Appeal	Limitation Period	
a.	Appeals for liquidated damages	Within 30 days of decision	

3.140.	Category of Appear	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

tender law paras 12 and 14 above and provision of documentary proof regarding

financial status of the firm alongwith NTN and GST registration copies.

	Ψ,	Appeals for remarkement of contracts	Willing 30 days of decision		
	C.	Appeals for risk & expense amount	Within 30 days of decision	7	
	d.	Appeals for rejection of stores	Within 30 days of decision	7	
	e.	Appeals in all other Cases	Within 30 days of decision	7	
39. 38 abo	<u>Limitat</u> ove shall	ion. Any appeal received after the laps not be entertained.	e of timelines given in para	Understood agreed	Understood not agreed
undert Of stor the ma To rec Any b	ake as pres unde anufactu eive it. reach o	y/ Non Disclosure Agreement (NDA). The attached Annex C that any information or this contract shall not be communicated rer of the stores, or to any press or Agent fit shall be punishable under the Official of the contract at the risk of the stores.	n about the sale/purchase und to any person other that a cy not authorized by DP(N) icial Secrets Act, 1923 in	Understood agreed	Understood not agreed
41. undert	For Fir	ms not Registered with DGDP. Firms apply for registration with DGDP prior s	not registered with DGDF	Understood agreed	Understood not agreed
can be	found	on DGDP website <u>www.dgdp.gov.pk.</u> The	ese firms can participate in		

afte) Team : r_techni	s which are not registered with DGDP should initiate provisions Understood in accordance with Para 41. Besides, ground check by Field Security agreed will be made for security clearance related to participation in the tender ical opening. Firms undertake to provide following documents for ck by FS Team:	Understood not agreed
giot	a.b.c.d.e.f.g.h.j.k.l.m.n.p.q.r.s.t.u.v.w.x.y.z.aab.	NTN Income Tax Return Sales Tax Return Sales Tax Certificate Chamber of Commerce Industry Certificate Professional Tax Certificate (Excise & Taxation) Office/Home/Ware House Property documents Utility Bills (Phone/Electricity) Firm Vehicle/Personal Vehicle CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO DGDP Registration letter Firm Bank Statement Non Black List Certificate 2 X Witness + CNIC and Mobile Numbers Police Verification Agency Agreement OEM Certificate ISO Certificate Stock List with value Company Profile/Broachers Employees List Firm Categories Sole Proprietor Certificate Partnership Deed Pvt Limited Memorandum of Articles Form 29 and Form A	
43. Agree accep	ad. We so ed" shall	Incorporation Certificate Diemniy undertake that all IT clauses marked as "Understood . Understood	Understood tot agreed
44. 45.	The ab	ove terms and conditions are confirmed in total for acceptance. t of DPL-15 (warranty form) and PBG are enclosed as Annex A & B. Sincerely yours,	
		(To be Signed by Officer Concerned) Rank: NAME:	

4 問籍

DPL-15 (WARRANTY)

FIRM'S NAME: M/s	
1. We hereby guarantee that the article contract are produced new in accordance wand in all respect in accordance with the termused whether or not of our manufacture appropriate standard specifications, as also complete of good workmanship throughout a Karachi free of cost every article or part the defective or not within the limits and tolerance any way not in accordance with the terms of the	with approved drawings/specification on the contract, and the materials are in accordance with the latest of in accordance with the terms of and that we shall replace FOR/DDP ereof use or in use shall be found the end of specifications requirement or in
2. In case of our failure to replace the d reasonable period, we shall refund the relev case may be in currency in with received).	
3. This warranty shall remain valid for 03 by the end user	Years after the acceptance of stores
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	SIGNATUREDATEPLACE

contractor

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	ame of Guarantor (in words) ate of expire of Guarantee Rs. (in words) ate of expire of Guarantee (in words) are President of Islamic Republic of Pakistan through the per of Military Accounts (Defence Purchase) Rawalpindi. Anereas your good self have entered into Contract No. (Full Name and Address) are referred to as our customer and that one of the conditions of the ls the submission of unconditional Bank Guarantee by our to your good self for a sum of Rs. (as applicable) compliance with this stipulation of the contract, we hereby agree take as under: - pay to you unconditionally on demand and/or without any to our Customer and amount not exceeding the sum or Rs. Rupees or FE (as applicable) as would be mentioned in your mand Notice. keep this Guarantee in force till at the validity of this Bank Guarantee shall be kept one clear year the original/extended delivery period or the warrantee of the chos oever is later in duration on receipt of information from our i.e. M/s or from your office. Claim, the duly received by us on or before this day. Our liability under Guarantee shall cease on the closing of banking hours on the of the validity of this Bank Guarantee. Claim received thereafter e entertained by whether you suffer a loss or not. On receipt of noter this guarantee, this document i.e. Bank Guarantee must be
(iii)	, MAGGESS OF FILLINGOTH SCH	(in words) ate of expire of Guarantee
(iv)	Name of Guarantor	
(v)		
(vi)	Amount of Guarantee Rs.	
((in words) ee nic Republic of Pakistan through the (Defence Purchase) Rawalpindi. ave entered into Contract No. dated and Address) tomer and that one of the conditions of the unconditional Bank Guarantee by our a sum of Rs. applicable) pulation of the contract, we hereby agree ionally on demand and/or without any amount not exceeding the sum or Rs. Rupees or FE (as applicable) as would be mentioned in your force till or force till or from your office. Claim, or on the closing of banking hours on the nk Guarantee. Claim received thereafter er you suffer a loss or not. On receipt of se document i.e. Bank Guarantee must be
	•	(in words)
(vii)	Date of expire of Guarante	(in words) f Guarantee of Islamic Republic of Pakistan through the Accounts (Defence Purchase) Rawalpindi. cod self have entered into Contract No. dated esser's full Name and Address) as our customer and that one of the conditions of the hission of unconditional Bank Guarantee by our diself for a sum of Rs. (as applicable) th this stipulation of the contract, we hereby agree the this stipulation of the contract, we hereby agree The conditionally on demand and/or without any owner and amount not exceeding the sum or Rs. Rupees or FE (as applicable) as would be mentioned in your extended delivery period or the warrantee of the later in duration on receipt of information from our or from your office. Claim, ived by us on or before this day. Our liability under nall cease on the closing of banking hours on the off this Bank Guarantee. Claim received thereafter by whether you suffer a loss or not. On receipt of rantee, this document i.e. Bank Guarantee must be reafter must be reafter and the contract of the contract
To: Conf	The President of Islan roller of Military Accounts	nic Republic of Pakistan through the (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self ha	
	with Messer's	ualeu
custo	nafter referred to as our cus act is the submission of mer to your good self for	tomer and that one of the conditions of the unconditional Bank Guarantee by our a sum of Rs.
2. and u	In compliance with this stip indertake as under: -	pulation of the contract, we hereby agree
a. refere	To pay to you unconditence to our Customer and	amount not exceeding the sum or Rs. Rupees or FE (as applicable)
writte	n Demand Notice.	
b.	To keep this Guarantee in	force till
ahead stores Custo f any this B ast da shall r payme	I of the original/extended a which so ever is later in dismer i.e. M/s	delivery period or the warrantee of the uration on receipt of information from our or from your office. Claim, on or before this day. Our liability under on the closing of banking hours on the nk Guarantee. Claim received thereafter er you suffer a loss or not. On receipt of s document i.e. Bank Guarantee must be

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

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

of Defence Production, Rawalp has applied for registration with completed all the documents redi,e before signing the contract. correct. In case it is detected registration with Director General incorrect, our firm will be liable firm do business with other De	Authorized signatory, do hereby solemnly affirm to DGP di Directorate General Defence Purchase, Ministry bindi that our firm M/s
Station:	Signature Name : Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No.<u>2490451/R-2503/310389</u> dated <u>03-02-2025</u>. This tender will be closed for Acceptance at <u>1030</u> Hours and will be opened at <u>1100</u> Hours on. <u>15-04-2025</u> Please drop tender in the Tender Box No <u>201</u>.
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. you are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	HEATER COOLER UNIT WITH ACCESSORIES	01		
	Detailed:			
	<u>Technical Specification Special</u> <u>Instructions:</u> As per Annex A.			
	General Requirement/Instructions: As per Annex B.			
	mentioned price includes 18% sale lease tick Yes or No)	Yes	I	No
	Grand Total			

Terms & Conditions

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).

Technical Scrutiny Report. Required
 Delivery Period. 03 Months

6. Currency. Pak Rupees

7. Basis for acceptance. FOR Karachi Basis

8. <u>Bid validity.</u> The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Commercial / 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. <u>Tendering procedure</u> Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.
- 10. <u>Earnest Money/Tender Bond</u>:- 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:-

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

- 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) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 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).
- Copy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Market.

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 alongwith payment documents.

- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B 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.

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

TECHNICAL SPECIFICATIONS - 01 X HEATER COOLER UNIT WITH ACCESSORIES

A > 4		
S No.		DESCRIPTION
1,	PURPOSE/USAGE	
	This equipmen Surgery procedures (E	is essentially required in operation Theatre for Cardiopulmonary by pass) of the patient for heat and cool.
2.	TECHNICAL SPECIF	CATIONS
ļ	a. The Hypo-hype oxygenator, heat exc	rthermia unit designed to supply temperature-controlled water to nangers, cooling blankets and cardioplegia.
	b. System to be us	sable with all age group i.e adults, pediatrics and infants.
		temperature is selected on a temperature controller in the range
	d. Three internal c	ircuits can be connected each with its own flow control.
	e. The flow is main	ntained by a built-in pump.
	f. The temperature	e control is obtained by three-way motor valve.
	g. Selection of wa available.	ater from a cooling or heating vessel as per requirement is
	h. In the cooling refrigeration system.	vessel a temperature of ±2 °C is constantly maintained by a
	j. Heating vessel and when required.	contains an electrical heater which is automatically switched, as
	k. Hermetically sea	led compressor ¼ HP.
	i. Temperature acc	curecy is ± 0.5°C.
	m. Initial cooling car	pacity is 2100 KJ/h (500Kcal/h).
	n. Continuous cooli	ng cap 2800KJ/h (670 Kcal/h) .
	p. Circulating system	m: pump or equivalent.
	q. Flow capacity in	total is 10-16 liters/min.
	r. Disinfection mechand cardioplegia circuit	hanism for internal water to prevent bacterial growth with patient tank.
	s. The facility of em	ptying of pipes
3.	ACCESSORIES All system including following	standard OEM recommended accessories be provided with the ng:
	a. Ten reusable ther	mal blankets (adult & peads each).
İ		tient temperature sensor cable.
	ı	ennectivity with appropriate locks.
		A CALON

4. ACCEPTABLE MAKE

- M/s Cardioquip of Europe, USA, Japan or equivalent.
- b. The equipment shall be recently manufactured/fresh batch, OEM certified and may not be older than 01 year at the time of delivery. Certain more, only genuine OEM parts are acceptable. Non-Genuine/Replacement of parts/spares are not acceptable.
- c. The Heater Cooling Unit with Accessories shall be brand new and not used/refurbished.

5. STANDARDS CERTIFICATION

FDA/ CE/ MHLW or equivalent.

	<u>S No.</u>	GENERAL TERMS & CONDITIONS	
ľ	1,	DELIVERY SCHEDULE	r
		The equipment/stores/accessories/tools are to be delivered within 03 months from the date of signing of contract on FOR Karachi basis.	Compl
	2.	PAYMENT TERMS	
		a. As per DPP & I-35 (Revised 2023) or as decided by DP (N).	
		b. 60% payment on completion of following:	
	•	(1) Delivery at FOR Karachi alongwith tools/stores (2) Joint inspection (3) Provision of documents.	
		c. 40% payment on completion of following:	
		(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.	
		(2) Satisfactory conduct of operator & maintainer training of PN team.	
		(3) Issuance of CRV by consignee.	
	3.	ORIGIN OF EQUIPMENT	
		Imported (other than India and Israel).	
	4.	CERTIFICATION REQUIREMENT	
		a. Supplier/OEM will confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.	
		b. Supplier through certificate is to confirm that he will provide documents at the time of delivery of stores as per Clause 14 of this Annex.	
		c. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.	
		d. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockiest will not be acceptable.	
	5,	CERTIFICATE OF CONFORMANCE (CoC) BY OEM	
		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 at address cins@paknavy.gov.pk , intermation to DP (N) . Hard copy of COC must follow in any case through courier. On	
			. L

Comply not comply

receipt, CINS shall approach the OEM for verification of conformance Certificate issued by the OEM. Companies/firms rendering false OEM Conformance Certificate shall be black listed. OEM's COC must have following information:

- (1) Part/Pattern No. of equipment.
- (2) Date/period of manufacturing.
- (3) S No./Batch No./Lot No. should be embossed engraved on the equipment.
- (4) OEM test certificate/FATs/Certification/approval as applicable.
- (5) Description of store along with quantity.
- (6) Manufacturer identification (Name Address & Contract No).
- Details of third party testing authority (if their services used).
- (8) List of safety regulatory standards (as applicable).
- (9) Conformance to Standard/Specifications quoted in the Contract.

6. PERFORMANCE BANK GUARANTEE (PBG)

To ensure timely and correct supply of stores, the firm will furnish an irrevocable and un-conditional Performance BG within 30 days of signing of contract from a scheduled bank of Pakistan 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. It shall remain in force till 60 days beyond completion of warranty period.

7. WARRANTY/GUARANTEE

- Supplier is to guarantee that product is as per specs of the contract.
- b. Complete equipment including accessories are to be warranted by the supplier for a period of 3 years, for all defects from the date of final acceptance by PN.
- c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are not procured directly from OEM or his authorized dealer/ agent/ stockiest will not be acceptable.
- d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.
- e. Post delivery, the supplier will replace stores without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection.
- f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost in the currency in which stores have been received along with a reasonable compensation as claimed by PN.

8. TRAINING

05 days on Job Training (06 hours daily) from 8 AM to 1 PM (operators/maintainers) for 2x PN personnel to be arranged by the Supplier/OEM at PN hospital within 15 days after successful joint inspection in accordance to para 8 b of this Annex without any additional cost, so that trained personnel are capable of:

- a. Operating system to its full capabilities, white ensuring all safety aspects of system/equipment.
- Carrying out all types of maintenance routines including major overhault

- Carrying out fault diagnosis and rectification of the equipment.
- d. Setting to work, trial and commission equipment after routine maintenance and repair.
- e. The Supplier shall provide computer based training CDs/DVDs alongwith hard copies of training material.

9. INSPECTION

- Inspection Authority CINS KARACHI
- Joint inspection will be carried out (within 15 days after receipt of stores), by Senior Classified Specialist of concerned Hospital, Electro Medical Officer of PNS SHIFA, O I/C PNMSD, Supplier/Company concerned and INS at PNMSD/PNS SHIFA.

10. PACKING & MARKING

- a. Standard Trade Facking worthy of multi-model transportation by rail/road so as the ensure the arrival of the stores at the Consignee's warehouse in undamaged condition. Any loss of damage incurred due to sub-standard packing shall be made good by the Supplier without any additional cost.
- b. Marking to be in accordance with international standards with bold marking as under:

FRONT SIDE: Name and address of consignee

OTHER SIDE: Contract No. _____ Dated ____

TOP Gross Weight____

- Shall be marked in bold letters on all sides of the consignment/package.
- d. Any loss or demurrage occurring due to wrong marking or packing shall be bome by the supplier
- e. All stores shall be marked with a broad arrow pointing upwards, by stamping painting or tallying.

11. PENALTY

The supplier before making the shipment will carryout complete test of the equipment at his facilities to ensure that the same has been manufactured as per the specifications. However, the buyer within, 30 days of its receipt will carryout inspection and test/trials. In case the equipment does not pass the test/trials, the buyer has the right to out rightly reject the equipment or impose penalty at the rate of 10-15% of the value of the relevant equipment item. 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 addition to other penalties and obligations covered in the contract like warranty/guarantee obligations on form DPL-15.

12. MAINTENANCE & REPAIR

a. The seller will be required to have a provision in the same contract for replacement of defective components/parts through exchange and shall provide in the proposal the Standard Replacement Cost for all parts used in the equipment/system for next five years. Furthermore the seller will also be required to furnish the standard Repair Cost for required replacement parts.



- b. The seller will guarantee to supply the necessary spares for next at least 10 years from the date of final acceptance of the system, if so required by PN.
- c. Seller will be required to agree to a provision for going into a 3 years maintenance contract. A suitable clause in this regard should be entered in the contract.

13. ADDITIONAL PURCHASE

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.

14. DOCUMENTATION

- Operating Manual (in original)
- b. Defect diagnostic & remedial measures (in original)
- c. Maintenance Manual (in original)
- d. Standard OEM Technical Manual (in original)
- e. Spare parts catalogues (in original).
- f. Current price/catalogue lists (in original).
- g. OEM Standard Service Manual (in original).
- h. Trouble shooting Manual (in original).
- j. 01 x Installation guide.

15. LIQUIDATED DAMAGES (LD)

Delay in the supply of stores for first schedule/supply order upto 21 days and for subsequent schedule/supply order upto 15 days will be regarded as grace period available to the supplier and the delivery date will be considered to have been automatically extended upto that limit without issuance of any formal amendment. For delays beyond 21 days and in case of subsequent schedule /supply orders for days beyond 15 days, formal amendment to the DP will be required. For purposes of imposing LD, if and when imposed, grace period will be inclusive i.e LD will be calculated from the original delivery date and not from the expiry of the grace period. LD will be recovered at the rate of upto 2% but not less than 1% of the value of stores supplied late per month or a part of a month for the period exceeding the original DP. The supplier will not be entitled to any reimbursement of any additional taxes, excise duty, sales tax, etc, imposed by the Govt, which becomes effective during the grace period and extensions in DP. LD thus imposed will not exceed 10% of the total value excluding taxes/duties, freight, KPT, insurance charges of the stores delivered late.

16. 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 2023).

17. PRICE VARIATION

Prices in the schedule of stores of this contract are confirm and final. The stores must be of brand new manufacture.

The consignee shall render a discrepancy report to DP (N), Supplier, CINS and concerned hospital within 30 days from the date of receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, without any additional cost.

INTEGRITY PACT

19.

This contract is required to be supported by integrity pact as format at Appendix 'I' which is to be signed by Supplier and Purchaser at the time of signing of contract.

20. 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.
- c. 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.
- d. 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 f 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 (Seiler).
- 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.





21. 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 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 Laws.
- b. The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final and binding on both the parties to the contract.
- d. In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration.
- e. All proceedings under this clause shall be conducted in English language and in writing.

22. COURT OF JURISDICTION

All disputes arising in connection with the contract shall be sorted out through mutual discussion. Unsettled issued 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 contract for adjudication.

23. 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 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.
- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
 - (1) To have any part thereof completed and take the delivery thereof at the contract price or.
 - (2) 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.
 - (3) 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.

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.

24. ACCEPTANCE CRITERIA

- a. Successful completion of installation/Test trials of the equipment by OEM/Firm to satisfaction of the end user at purchaser site complying all specification/acceptance criteria and issuance of final acceptance certificate by end user.
- The equipment will not be acceptable in case of the following:-

Specifications are not as per Annex 'A'

(2) Documentation at para 14 of Annex 'B' not provided.

(3) Certification (equirement as per Annex 'B' (Clause 4 a-d) are not met

(4) Training is not conducted as per training Clause 7 of this Annex.

- (5) Confirmation of performance and functions is not same as given in the contract and relevant documentations/ manuals.
- c. Acceptance of stores/equipment at PNMSD by the supplier will be after clearance from joint inspection team comprising Senior Classified specialist concerned hospitals, Electro Medical Officer of PNS SHIFA, O I/C PNMSD and rep of CINS.
- Additionally supplier is to provide OEMs certified acceptance criteria for testing of the equipment within 15 working days after signing of the contract.
- e. Entire satisfaction of end user and final acceptance certificate will also be signed by end user.

25. COMMISSIONING/TRIALIS

- a. Commissioning and trials of system/equipment is to be arranged within 30 days of supply of equipment by the supplier through OEM for their authorized rep(s) at purchaser site without extra charges.
- b. Any defect/damage of the equipment during commission trials to be replaced by the supplier without any additional cost.

<u>OTHER REQUIREMENTS</u>

- a. Name, Address and Telephone/Fax No. of OEM are to be provided with quotations and same also be endorsed in the contract.
- b. Supplier should undertake that the accessories/components are compatible with each other & to the main system. Moreover, the system in all respects is ready for use on "Turn Key Basis".
- c. Supplier should send latest updates & current information about system after selling of stores/equipment.
- d. Any item subsequently found short would be supplied at concerned hospital without any additional cost within 30 days.
- e. Issuance of EIUC (End Item Utilization Certificate) by end user within 01 month after successful completion of test and trials.
- f. The supplier should mention the price of all deliverables i.e Equipments/services, spares, documentation, Test Bench/Tools/Test Equipment, Training, FATs (Factory Acceptance Trials), Installation/Integration, Test/Trials/Commissioning (Harbour

Comply not comply

26.



Acceptance Trials, Sea Acceptance Trials) etc where applicable separately in financial quote. The same are to be subsequently incorporated in the contract document.

Marking of Store in accordance with MS/MiSC/002/80.

27. SECRECY

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'll' is to be signed by the firm at the time of signing of contract.

28. CONTINUOUS LOGISTIC SUPPORT

- a. The Supplier should provide guarantee to supply the necessary spares for next 10 years from the date of signing the contract. A certificate to this effect should be provided by the Supplier prior to acceptance of the system.
- b. In case of discontinuation of production of any component/ part as result of obsolescence or development of upgraded version, the Supplier should immediately inform the buyer. The Supplier shall ensure the provision of such components/ parts as demanded by the buyer prior discontinuation of the production and shall provide alternate for such components/parts in case the original is not available. The Supplier shall ensure the spare supportability during warranty period in terms of DPL-15 and after warranty in terms of clause 12a & b of this Annex. For efficient spare supportability the Supplier shall provide the spares from its stock (preferably held in Pakistan at Karachi or Islamabad).

29. OBTAINING LICENSE

- a. It is responsibility of supplier to obtain license/permits etc (if any) in the supplier's country. Failure to obtain the same shall not constitute grounds for "Force Majeure".
- Firm will also provide authorized System software license required for integration with PNeHS for automated healthcare system if applicable.

30. COMPENSATION ON BREACH OF CONTRACT

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

31. INDEMNITY

The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the

contract provided atways 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.

32. 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 firm/party without prior written permission of the Purchaser.

33. AMENDMENT IN THE CONTRACT

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

34. DISTRIBUTION

		No. of Copies
a, b. c,	Dte of Budget (NifiQ) Islamabad DCM (NHQ) Islamabad DDGMS (N) (NHQ) Islamabad	01 01 01
d, e. f. g.	CINS Karachi PNMSD at PNS SHIFA Karachi CO EHQ (N) at NSSD Karachi CMA (DP) Rawalpindi	01 01 01 01 06

TSR (TECHNICAL SCRUTINY REPORT)

TSR will be conducted by a Committee nominated by NHQ



The Purchaser and the Contractor undertake and agree to exercise their best efforts to prevent any unauthorized person(s) from gaining access to drawing offices or workshops or other premises where the supplies are being designed, manufactured, constructed, stored and/or outfitted.

As the Contractor and its Sub-Contractor(s) are the exclusive owners of the intellectual property rights/ copy rights and industrial rights of any and all contractual designs, data, software, TDP, drawings etc., and since they possess all relevant rights therein, the Purchaser and the Contractor undertake and agree to prevent such designs, data, software, drawings, TDP, etc. as well as copies thereof from falling into the hands of representatives of any other foreign power or competitor of the Contractor or its Sub-Contractor(s) and Purchaser or any other unauthorized Party or person.

The above provisions shall, however, not be construed as any restriction whatsoever of the Purchaser's/ Shipyard's application and use of such drawings and TDP for any purpose in accordance with this Contract.

The secrecy obligations above are supplementary to those contained in any agreement between the Pakistan Navy on behalf of the Purchaser, whereby the obligations pursuant to above shall be subject to the Pakistan law regarding the custody and protection of classified matter.

It is the Contractor's responsibility to ensure that all such information is protected in accordance with the protective markings assigned by the Purchaser. If in any case this become essential with regards to this Contract to disclose the information classified as Confidential or above to Sub-Contractors (OEMs), approval must be sought from the Contractor.

The Contractor undertakes to prevent any unauthorized visits to the platform(s) being constructed/ upgraded, and/or systems/equipment being manufactured/ developed for the Purchaser to ensure confidentiality of the information concerning this project. No unauthorized Party or person may be allowed onboard during its construction/upgrade and qualification tests.

The terms of this Contract are 'CONFIDENTIAL' and each Party agrees not to disclose them to any Third Party except as may be necessary for the performance of this Contract which includes its professional advisors and as else may be required.

The Contractor undertakes that any information about the sale/purchase of the goods/stores cunder this contract shall not be communicated to any person/organization/agency, other than the manufacturer of the stores/ equipment/ material, or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account will be punishable under Official Secrets Act-1923 of Pakistan and may lead to legal action against the Contractor In addition to termination of the contract at the risk and expense of the Contractor.

distant.

APPENDIX 11 TO INDENT NO. 2490451 DATED 03.02.2025

INTEGRITY PACT DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABALE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACT

Contract No.	DATEDATE
Contract Value (Specify Value Contract Title	te in Currency) for Pakistan Navy
contract, right, interest, privileda	y declares that it has not obtained or induced the procurement of any or other obligation or benefit from Government of Pakistan or any ency thereof or any other entity owned or controlled by it (Govt of siness practice.
agreed to give and shall not give windirectly through any neutral consultant, director, promoter, shander's fee or kickback, whethe obtaining or inducing the procur	represents and warrants that it commission, fees etc. paid or payable to anyone and not given or cragree to give the anyone within or outside Pakistan either directly or juridical person, including its affiliate, agent, associate, broker, areholder, sponsor or subsidiary, any commission, gratification, bribe, described as consultation fee or otherwise, with the object of ement of a contract, right, interest, privilege or other obligation or the Govt of Pakistan, except that which has been expressly declared
an angements with all bersons in .	that it has made and shall make full disclosure of all agreements and respect of or related to the transaction with Govt of Pakistan and has ake any action to circumvent the above declaration, representation or
declaration, representation and wastignation or benefit obtained or benefit or benefit obtained or bend of benefit obtained or benefit or benefit or benefit of benefi	full responsibility and strict liability for making any false declaration, esenting facts or taking any action likely to defeat the purpose of this arranty. It agrees that any contract, right, interest, privilege or other rocured as aforesaid shall, without prejudice to any other rights and stan under any law, contract or other instrument, be avoidable at the
compiler) agrees to indemnify Gov compt business practices and fur to ten times the sum of any con as aforesaid for the	and remedies exercised by Govt of Pakistan in this regards, [the t of Pakistan for any loss or damage incurred by it on account of its ther pay compensation to Govt of Pakistan in an amount equivalent immission, gratification, bribe, finder's fee or kickback given by M/s purpose of obtaining or inducing the procurement of any contract, ligation or benefit in whatsoever form, from Govt of Pakistan.
[The Purchaser]	[The Supplier]
!	



APPENDIX 'II' TO INDENT NO. 2490451 DATED 03.02.2025

CONFIDENTIAL

UNDERTAKING/NON- DISCLOSURE CERTIFICATE

1			
		(Name & Appointment)	
behalf of			
		(Name of Firm/ Contractor)	
	(With a	address and Telephone number)	
rditions here	einafter contained, l	dertaking to abide by the provision of Official Secrets Act 1923 Breach of these provisions on my part or any employee of the firm order law, will render immediate ceasing of further interaction	n. in
		Sig	
		Sig Status/Appointment	
		Place Date	
Signatur	re of Witness		
Name (I CNIC N	n błock capital) o	Seal & Date	
(Please	attach photocopy)		
Address			
	re of Witness n block capital)	1	
CNIC N	o	Seal & Date	
(Please	attach photocopy)		
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IEN	IDER No	<u>DF-0</u>	
,		NAME OF THE FIRM	
		DGDP REGISTRATION NO	
		ADDRESS	
		TELEPHONE No.	
		OFFICIAL E-MAIL	
_		FAX NO MOBILE NO	
To:		MODILE NO	
		Directorate of Procurement (Navy)	
		Through Bahira Gate	
		Near SNIDS Centre,	
		Mayal Pecidential Committee E. S.	
		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		DATE	
ACCEP	TANCE OF TENDER AT THE PRICES OFFEREITHIS OFFER WILL REMAIN VALID UP TO 120	OR OF PROCUREMENT (NAVY) THE STORES DETAILED IN PORTION THEREOF AS YOU MAY SPECIFY IN THE DIAGAINST THE SAID SCHEDULE AND FURTHER AGREE DAYS AND WILL NOT BE WITHDRAWN OR ALTERED IN	
	YOU WILL GOVERN AND THE COMPITIONS A	ALREADY STATED THEREIN OR ON BEFORE THIS DATE. CEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBED	
OF PA CONDI SPECIF AWARE	KISTAN, MINISTRY OF DEFENCE (DIRECTIONS GOVERNING CONTRACTS" ICATIONS/DRAWINGS AND/ OR PATTERNS OF	O TENDERS AND GENERAL CONDITIONS GOVERNING INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT ORATE GENERAL DEFENCE PURCHASE) "GENERAL AND HAVE THOROUGHLY EXAMINED THE IOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN	
3. Тн	E FOLLOWING PAGES HAVE BEEN ADDED TO A	ND FORM PART OF THIS TENDER:	
A	***************************************		
В			
G,,	***************************************	Yours Faithfully,	
		(SIGNATURE OF TENDERER)	
		(CAPACITY IN WHICH SIGNING)	
		ADDRESS:	
		DATE	
		SIGNATURE OF WITNESS	
*INDIVID	UAL SIGNING TENDER AND/OR OTHER ROOM	ADDRESS	
	THE STATE OF THE POST OF THE P	ENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-	
(a) (b) (c)	WHETHER SIGNING AS "SOLE PROPRIETOR" OF THE FIRM OR HIS ATTORNEY. WHETHER SIGNING AS A "REGISTERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY. WHETHER SIGNING FOR THE FIRM "PER PROCURATION".		
(d)	IN THE CASE OF COMPANIES AND FIRMS R DATE AND UNDER THE PARTNERSHIP ACT	EGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO- 1932, THE CAPACITY IN WHICH SIGNING E.G., PARTNER, ETC. OR THEIR ATTORNEY AND PROPERTY	
(e) (f) (g)	Principal's Proforma invoice (in original) Earnest money Treasury Challan Form for tender Fees a		

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

IMPORTANT

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

1.	Name :
2.	Father's Name :
	Address (Residential) :
	Designation in Firm:
ن .	(Attach Copy of CNIC)
7.	NTN: (Attach Copy of NTN) Firm's Address:
8.	Date of Establishment of Firm: Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.
9. (A	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. ttach Copy of relevant CERTIFICATE)
10	. In case PARTNERSHIP (Attach particulars at serial 1, 2,3,4,5 and 6 of each partner).
(K	indly fill in the above form and forward it under your own letter head with contact details)