Tender Covering Form

Directorate of Procurement (Navy)

Through Bahria Gate

Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section: 051-9262307
Email: dpn@paknavy.gov.pk 051-9262307 adpn36@paknavy.gov.pk

P-36/FOS Section (Contact: 051-9262307, Email: adpn36@paknavy.gov.pk)

Tender No and Date: [illegible]
Tender Description: Procurement of 01 x Loader
IT Opening Date: [illegible]
Firm Name: ______________________
Postal Address: ______________________
Email Address for Correspondence: ______________________
Contact Person: ______________________
Contact Number: (Landline ______________________) (Mobile ______________________)

Document to be Attached with Quotation

Firm is to submit its proposal in a sealed envelope which shall contain 03 x Sealed Envelope 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

S No	Document	Original Set	Copy Set
1	Bank Challan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))		
2	DP-1 Form of IT with tick mark against each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initiated on each page		
4	Annex A of IT duly filled (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filled & Signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	DRAP registration letter (in case of medical)		
10	DGDP Registration Letter (if firm is registered with DGDP)		
11	Tax Filing Proof		

Sealed Envelop 2 – Earnest Money

This Envelop must contain Earnest Money only.

Sealed Envelop 3 – Commercial Offer

This Envelop must contain following documents

1	Firms Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	
3	Duly filled DP-2 Form of IT	01 x Original	

Firms Declaration

It is certified that we have submitted tender in compliance with above instructions and we understand

Firm's Authorized Signatures ______________________

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNDS Centre
Naval Residential Complex

Contact Reception: 051-9262311
Bahria Gate: 0301-5540649
Section: 051-9262307

E-mail dpn@paknavy.gov.pk
adpn36@paknavy.gov.pk

M/s ____________________________
____
____
____

Dated:

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. Caution. This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms and conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270987 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood agreed	Understood not agreed
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3. Conditions Governing Contracts. The 'Contract' made as result of this IIT (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 and Instructions and DPP&I-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood agreed	Understood not agreed
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4. Delivery of Tender. The tender documents covering technical and commercial offers are to be furnished as under:-

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

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

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

Understood agreed	Understood not agreed
☐	☐

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

e. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the technical offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.

Understood agreed | Understood not agreed

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

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNIDS Centre
Naval Residential

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262307

Email: dpn@paknavy.gov.pk
adpn34@paknavy.gov

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

Understood agreed | Understood not agreed

6. Tender Opening. Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date and time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 29 of PPRA-2004.

Understood agreed | Understood not agreed

7. Validity of Offer.

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

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 the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

Understood agreed ☐ Understood not agreed ☐

9. Quoting of Rates. Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firms Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule 30(2).

Understood agreed ☐ Understood not agreed ☐

10. Return of IT. 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 the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender.

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

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

11. Withdrawal of Offer. Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.

Understood agreed ☐ Understood not agreed ☐

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

a. Proof of firms 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).

Understood agreed ☐ Understood not agreed ☐

13. Treasury Challan.

Understood agreed ☐ Understood not agreed ☐

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 C02501-30, 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 DGP (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 contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP) Rawalpindi for the following amounts:-

Understood agreed | Understood not agreed

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

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

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

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

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

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

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

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-B of each member of management.
b	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121
c	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e	Challan Form	Challan Form
f	Bank Statement for last one year.	Financial standing/audit balance
g	Photocopy of NTN	Photocopy of passport
h	Foreign Principal Agency Agreement in case of local agent	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

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

Understood agreed | Understood not agreed

1.7. Condition of Stores. Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-15 enclosed with contract.

Understood agreed | Understood not agreed

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

Understood agreed | Understood not agreed

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

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

c. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

(1) General Sales Tax.

(2) Income Tax.

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

(4) Any other tax duty.

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

(iv) Agent commission/profit, if any.

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

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

Understood agreed | Understood not agreed

a. 1st rejection on Govt. expense.

b. 2nd rejection on supplier expense.

c. 3rd rejection contract cancellation will be initiated.

2.0 <u>Rejection of Stores/Services.</u> To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs. 100.00) as per prescribed format or in shape of CDS/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 III

Understood agreed	Understood not agreed
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2.1 <u>Integrity Pact.</u> There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read and understood for strict compliance.

Understood agreed	Understood not agreed
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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 dpn@paknavy.gov.pk

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

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Respective Section Tel: 051-9271493 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.

2.2 <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi and Consignee respectively with copy endorsed to the DP (Navy).

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

Understood agreed	Understood not agreed
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24. Amendment to Contract. Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.

Understood agreed	Understood not agreed
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25. Discrepancy. The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood agreed	Understood not agreed
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26. Price Variation.

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

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

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

Understood agreed	Understood not agreed
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27. Force Majeure.

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

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

Understood agreed	Understood not agreed
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28. **Arbitration.** Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and biding arbitration as provided below

Understood agreed | Understood not agreed

a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.
b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
c. The arbitration award shall be firm and final.
d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration.
e. All proceedings under this clause shall be conducted in English language and in writing.

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

Understood agreed | Understood not agreed

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

Understood agreed | Understood not agreed

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

Understood agreed | Understood not agreed

32. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment 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. <u>Gratuities/Commission/Gifts.</u> No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

Understood agreed ☐ Understood not agreed ☐

34. <u>Termination of Contract.</u>

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

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

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

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

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

understood agreed	understood not agreed
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38. Disqualification. Offers are liable to be rejected if:-

understood agreed	understood not agreed
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a. Received later than appointed/fixed date and time.
b. Offers are found conditional or incomplete in any respect.
c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
f. Treasury challan is NOT attached with the technical offer.
g. Multiple rates are quoted against one item.
h. Manufacturers relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
i. Subject to restriction of export license.
j. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
k. If the validity of the agency agreement is expired.
l. The commercial offer against FOB/CIF/CandF tender is quoted in local currency and vice versa.
m. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
n. Earnest money is not provided.
o. Earnest Money is not provided with the technical offer (or as specified).
p. If validity of offer is not quoted as required in IT or made subject to confirmation later.
q. Offer made through Fax/E-mail/Cable/Telex.
r. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
s. If OEM and principal name and complete address is not mentioned.
t. Original Principal Invoice is not attached with offer.

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

understood agreed	understood not agreed
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S.No	Category of Appeal	Limitation Period
a	Appeals for liquidated damages	Within 30 days decision
b	Appeals for reinstatement of contracts	Within 30 days decision
c	Appeals for risk and expense amount	Within 30 days decision
d	Appeals for rejection of stores	Within 30 days decision
e	Appeals in all other Cases	Within 30 days decision

40. Limitation: Any appeal received after the lapse of timelines given in para 39 above shall not be entertained.

Understood agreed / Understood not agreed

41. For Firms not Registered with DGDP. For Firms not Registered with DGDP. Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website ww. dgdp.gov.pk These firms can participate in tender iaw paras 12 and 14 above.

Understood agreed / Understood not agreed

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

Understood agreed / Understood not agreed

a. NTN
b. Income Tax Return
c. Sales Tax Return
d. Sales Tax Certificate
e. Chamber of Commerce Industry Certificate
f. Professional Tax Certificate (Excise and Taxation)
g. Office/Home/Ware House Property documents
h. Utility Bills (Phone/Electricity)
j. Firm Vehicle/Personal Vehicle
k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
l. DGDP Registration letter
m. Firm Bank Statement
n. Non Black List Certificate
p. 2 X Witness + CNIC and Mobile Numbers
q. Police Verification
r. Agency Agreement
s. OEM Certificate
t. ISO Certificate
u. Stock List with value
v. Company Profile/Broachers
w. Employees List
x. Firm Categories
y. Sole Proprietor Certificate
z. Partnership Deed
aa. Pvt Limited
ab. Memorandum of Articles
ac. Form 29 and Form A
ad. Incorporation Certificate

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

Understood agreed	Understood not agreed
☐	☐

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

Understood agreed	Understood not agreed
☐	☐

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

Understood agreed	Understood not agreed
☐	☐

Sincerely yours,

____

(To be Signed by Officer Concerned)

Rank________________________________

NAME_______________________________

DPL-15 (WARRANTY)

FIRM'S NAME M/s ______________________________

____

____

____

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

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

3. This warranty shall remain valid for 01 Year after the acceptance of stores by the end user.

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

SIGNATURE ______________

DATE ______

____

PLACE ______________

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

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

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

Sir,
1. Whereas your good self have entered into Contract No.
______________________________ dated ______________
with Messers ______________________________
____
(Full Name and Address)
hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs. ______________ Rupees/FE (as applicable) ______________
____

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

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

b. To keep this Guarantee in force till ______________

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

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

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

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

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

Guarantor

Dated: ____________________

(Bank Seal and Signatures)

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

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

Station: ____________________
Date: ____________________

Signature: ____________________
Name: ____________________
Appointment in Firm: ____________________

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1. Schedule to Tender No. 24900271602501360343 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:00 Hours on 2025-04-17 11:00:00.0 Please drop tender in the Tender Box No. 205

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

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

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	null (Procurement of Loader Detailed Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	1.0 NUMBERS		
	Above mentioned price includes 18% sale Tax (Please tick Yes or No)	Yes		No
	Grand Total			

Terms and Conditions

1.	Terms of Payment	As per Annex B
2.	Origin of OEM	To be indicated by the Firm
3.	Origin of Stores	To be indicated by the Firm
4.	Technical Scrutiny Report	Required
5.	Delivery Period	within 03 months after signing of contract
6.	Currency	US Dollar
7.	Basis for acceptance	FOB
8.	Bid validity	The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
9.	Tendering procedure	Single Stage - Two Envelopes bidding procedure will be followed . PPRA Rule 36 refers.

10. Earnest Money/Tender Bond

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

a. Submitting improper Earnest. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-7) 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. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

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

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

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

13. Special Note.

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

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

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

c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.

d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on ctiveTaxpayers 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 BD, otherwise offer shall be REJECTED.

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

g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.

h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.

i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A, B & C duly signed and stamped by firm authorized rep is to provide for technical scrutiny.

j. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

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

DP-2

Tender No. 92502180343

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

To

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

Dear Sir, 1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time. 2. I/We have understood the instructions to Tenders and General Conditions Governing Contract in Form No. DDPAI (Revised 2010) 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

ANNEX A

INDENT NO 2490027

DATE: 27 Nov 24

TECHNICAL SPECIFICATIONS OF LOADER

S.NO.	TECHNICAL SPECIFICATIONS	FIRM'S Reply (Complied/ Partially Complied/ Not Complied)
Note	**Guidelines for Firm for Submitting Technical Proposal for Technical Evaluation.** Firm is required to clearly mention **Complied/Partially Complied/ Not Complied** remarks against each clause and qualify same through mentioning references to respective Clause from the attached firm's technical proposal/ brochures as per following format.	
1.	**Offered model/ Make:** CAT/ Komatsu/ SDLG RHD, fully loaded latest model with AC Cabin, Heater, side mirrors, back view mirrors and safety seat with origin USA/ Europe/ Japan.	
2.	**Requisite functionalities: To perform earth filling, ground leveling/shifting of construction material, site clearance & site development functions associated with constructions in various terrains.**	
3.	**Relevant operational/Technical details.** **a. The wheel loader should be capable to operate in various hilly, muddy, flooded areas and off road mobility across distant locations by road.** **b. Operating weight 13,000 to 23,000 Kgs** **c. Bucket capacity 2.3m^3 to 3.5m^3 Cubic meter**	

	d. Drive System : 4 wheel drive e. Hydraulic cycle time: 9-11 seconds	
4.	<u>Engine:</u> Engine rpm: 1700-2000 rpm Diesel Engine Engine power 124kW to 180kW	
5.	<u>Transmission</u> As per OEM standard. Speed (Forward Min 30 km/hr)	
6.	<u>Tyres:</u> Size : 20.5 - 25 (L-2/ L-3) OEM/Brand name and speed limits are to be mentioned in the technical offer. Tyres manufacturing date should not be more than one year old from the date of delivery of vehicles.	
7.	Battery: OEM/Brand name to be mentioned in the technical offer. Manufacturing date should not be more than one year old. Warranty certificate is to be provided.	
8.	<u>Following will be provided with each vehicle (without any additional cost):</u> a. Standard tool kit offered with vehicle by OEM -01 b. Fire Extinguisher DCP (02 Kg) - 01 c. Spare Wheel - 01 d. Hydraulic Jack for vehicle weight + pay load -01	

ANNEX B TO NIRQ

INDENT NO 240027__

DATED 27 Nov 24___

GENERAL TERMS AND CONDITIONS

S No	General Description/ Conditions	Supplier's Reply
1	**SCOPE OF SUPPLY / WORK** The Supplier undertakes to deliver equipment/goods/stores including Supplies and Services to the Purchaser on FOB basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent. The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, provide the equipment/goods/stores and supply the Services within the date(s) specified in the Project Time Schedule.	
2	**PROJECT SCHEDULE** The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any other dates or periods the Supplier shall strive to compensate such overruns in order to finally meet any subsequent binding dates. If by reason of any change order, or of any act or omission on the part of the Purchaser, or any events of force majeure the Supplier shall be delayed in the completion of the Contract then provided that the Supplier shall as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable.	
3	**SCHEDULE OF PAYMENTS** The BCP shall be paid to the Supplier by the Purchaser through an irrevocable and confirmed Letter of Credit (LC) to be opened by the Purchaser in favour of the Supplier through a scheduled Pakistani Bank nominated by State Bank of Pakistan through CMA (DP). All bank	

charges relating to opening of LC (including opening and confirmation charges) shall be borne by both Parties in their respective countries. All payments to the Supplier shall be released through CMA(DP) on completion of respective milestones as mentioned below or as negotiated by DP (N):

a. 60% payment on completion of following:

(1) Delivery of vehicle to the consignee on FOB/CIF [illegible] basis at Pakistan alongwith tools/accessories/spares.

(2) Joint inspection.

(3) Provision of all documents.

b. 20% payment on completion of following:

(1) Successful completion of trials/trials of the vehicle complying all specifications/ acceptance criteria and issuance of final acceptance certificate by the end user.

(2) Conduct of operator & maintainer training of PN team.

c. 20% payment on issuance of CRV by the consignee.

8. **PERFORMANCE BANK GUARANTEE**

To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional and irrevocable PBG within 30 days of contract signing from a scheduled Pakistani Bank for an amount equivalent to 10% of the contract value (on a Judicial Stamp Paper of the value of Rs.100.00), in the same currency as that of the Contract and endorsed in the favour of CMA(DP) Rawalpindi. The CMA(DP), Rawalpindi has the like power of seeking encashment of the PBG as if the same has been demanded by the Purchaser himself. This PBG shall remain valid for 60 days beyond the completion of warranty period.

If the Supplier fails to issue the Bank Guarantee within the specified period because of circumstances that the Supplier is responsible for, the Purchaser reserves the right of cancelling the Contract.

In the event of any material breach of terms of Contract having implication on Time schedule and Scope of Work beyond the acceptable limits defined in this Contract, the Supplier shall be given a written notification to satisfy the breach within 30 days and if the Supplier fails to take satisfactory remedial actions, Purchaser shall have the right to forfeit the PBG but only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to hinder/obstruct encashment of PBG provided to the Purchaser on account of this contract through any Court, civil judicial or any other process including administrative in nature whatsoever.

5 **CONTRACT EFFECTIVE DATE (CED)**

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

a. Contract signing.

b. Approval of Export Licence.

c. Opening of confirmed and Irrevocable Letter of Credit (LC) by the Purchaser.

d. Submission of PBG by the Supplier.

6 **PRICES OF THE ITEMS**

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

7 **EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)**

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

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

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

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

After the Export License/ Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (considering one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, revocation, denial or the like as regards to import/export licenses would not be deemed to be an event of Force Majeure. If required, provision of End User Certificate or any other documents or information reasonably required to the Supplier in due time is the responsibility of the Purchaser.

[illegible] **TRANSFER OF TITLE AND RISK**

Risk of loss and damage to the Equipment shall be transferred to the PURCHASER according to the "INCOTERM 2020 used in the Contract and stated in Article 3.

Title to the Equipment/Vehicle shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.

[illegible] **TRAINING**

Training as per requirement of Purchaser be conducted prior to system handing over. The Supplier shall provide the training to Purchaser's nominated personnel as highlighted in ensuing sub-paragraphs. Training is to completed within one month of inspection/acceptance activities of the vehicle.

a. **Operators Training**. 05 x Operators to be trained at its premises or in Pakistan for 05 working days by the Supplier within 30 days of inspection/acceptance of vehicle. All nominated operators should have sufficient technical knowledge to be able to operate the equipment. Purchaser shall take over operation of the complete system and its exploitation by the end of second week of acceptance of the System.

9. **Maintainer Training**. 05 x Maintainers to be trained at its premises or in Pakistan for 05 x working days by the Supplier within 30 days of inspection/acceptance of vehicle. All nominated operators should have sufficient technical knowledge to be able to operate and maintain the equipment.

10 **CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES**

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

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

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

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

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

11 **DOCUMENTATION**

The Supplier shall provide two sets of following original documents (in English) for each lot/shipment.

a. Operator manuals covering comprehensive operating instructions alongwith CDs.

b. Maintenance manual and procedures alongwith flow charts and diagrams with circuit diagrams with all maintenance routines of the equipment.

c. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/spares. List of fast moving items may also be provided.

d. Complete onsite, onboard & depot level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams.

e. Line diagrams, engineering diagrams and technical diagrams of entire project.

f. Illustrated parts catalogues (IPCs).

12 **SPARES (where applicable)**

The list of spares package shall be based on OEM experience/practice. The Supplier shall provide 01 year onboard spares free of cost and 03 years depot spares (if required by Purchaser) on payment.

13 **WARRANTY / GUARANTEE**

a. Warranty period of all items except defective/non-operational shall commence from the date of acceptance of Goods/Equipment, whereas warranty of defective/non-operational equipment (at the time of commissioning/acceptance) shall commence after defect rectification of equipment.

b. The stores and all its associated accessories should be warranted against DPL-15 by the Supplier for a period of 01 year or 50,000 kms whichever comes earlier, for all defects in hardware from the date of final acceptance by PN. Software provided with the system should also have warranty for a minimum period of 03 years for any bugs found in operations. The Supplier shall provide/incorporate all software updates in this period.

i. The Supplier should provide guarantee that the article supplied are of latest version and all modifications in production have been incorporated in the equipment being supplied.

ii. The Supplier should provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture should also be in accordance with the latest appropriate standard specifications.

iii. The Supplier shall provide guarantee for 10 years supportability of the equipment/vehicle and software (where applicable) for at least 10 years after acceptance of the entire system.

14 **RISK & EXPENSE**

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

15 **ACCEPTANCE CRITERIA**

a. The Supplier should start developing of acceptance criteria of the vehicle/system within in 15 days of signing contract (both hard and soft copies in English) after necessary approval by PN. The final acceptance procedure may be made by PN, taking into consideration the trial procedures recommended by the Supplier, system specification provided by the Supplier and PN own experience/expertise or as per the mutually agreed timeline as defined in the contract.

b. The Tender Equipment/Vehicle shall undergo user trials.

c. The final acceptance certificate should be signed by PN only after successful completion of all acceptance test/trials.

d. System/Vehicle acceptance shall be based on operational performance through practical verification as per stated specifications of offered equipment/vehicle and operational requirements for a test period (as per acceptance criteria) (may be extended if discrepancies are observed).

16 **TECHNICAL ASSISTANCE**

	The Supplier should be responsible for successful Setting-to-Work, commissioning (where applicable) and Tests/Trials of the system/vehicle on site in Pakistan. The technical assistance by the Supplier during warranty period should be free of cost and on request basis to the satisfaction of during warranty period should be free of cost on request basis to the satisfaction of Purchaser.	
17.	**NON DISCLOSURE AGREEMENT** Any information about the sale/ purchase/ services/ drawings/ infrastructure etc of the project under the contract shall not be communicated to any person, other than the manufacturer/ provider of the stores/ drawings/ machinery/ equipment/ tools etc or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punished under the Official Secrets Act 1923. Promotional rights for publication of the projects are the sole responsibility of the Purchaser, and any use by the consultant shall be subject, in all instances, to the Purchaser's prior written approval.	
18	**SYSTEM SOFTWARE WHERE APPLICABLE** Software as well as line diagrams and relevant books/documentation leading to software up-gradation, maintenance software up to component level and backup software etc. should be provided by the manufacturer/Supplier. In addition following would also be required: a. Software program (in English language) should be user friendly. b. The software modules should be fully documented in the software documentation for understanding their operations. c. It should be fully supportable for through life in case of an upgrade in hardware is necessary due to maintainability and/or technological advancements. d. Software should be warranted for a period of at least 05 years of trouble free operation. e. Necessary software for running the diagnostic and up to component level should also be provided.	

19 **INSPECTION OF VEHICLE/ ACCEPTANCE TEST PROCEDURE**

a. The motor vehicle shall be Jointly inspected and accepted by the PN Inspection Authority i.e CTNA. CTNA may constitute the inspection team comprising of following officers/ Reps and may also co-opt any other member, if required:

(1) Reps of Supplier

(2) Reps of End User

(3) Rep of concerned depot

(4) Rep of CTNA

b. The inspection team shall inspect and test the vehicles to confirm their conformity to the contract specifications.

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

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

e. If any inspected or tested vehicle fail to conform to the specifications, Purchaser may reject them and the Supplier shall either replace the rejected goods/vehicles or make alterations necessary to meet specification requirements free of cost to Purchaser.

f. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan (if applicable) shall in no way be limited or waived by reason of the goods/vehicles having previously been inspected, tested and passed by Purchaser or its representative prior to the goods/vehicles shipment from the country of origin.

g. Brochure/ detail technical specification drawing of the vehicle model that will be accepted during TER process to be included in contract to avoid problem during inspection/ acceptance process.

20 **PORT & DOCK CHARGES**

	"All port & dock charges shall be paid at actual (if applicable) by Supply Officer PN Embarkation Headquarters, West Wharf Road Karachi on submission of the bills duly verified by Commanding Officer PN EHQ(N) & PDO in Pak Currency".	
21.	**DISCREPANCY** The Supplier shall render a discrepancy report to all concerned within 20 days after receipt of stores for discrepancies found in the consignment. The quantities found short or defective are to be made by the Supplier, without any additional cost on "DDP "Consignee's warehouse" within 20 days.	
22.	**COMPENSATION ON BREACH OF CONTRACT** If the Supplier fails to supply of contracted stores or contract is cancelled either on BE or without BE or contract become ineffective due to default of Supplier/ Supplier or stores/ equipment declared defective and caused loss to the Government, Supplier shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation shall be in excess to the BE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier/ Supplier in Government treasury in the currency of contract.	
23.	**SHIPPING INSTRUCTIONS** The Supplier shall be responsible for the shipment of the Supplies on FOB/CFR/CFR on Karachi basis. These Supplies shall not be shipped/trans-shipped on/via Indian/ Israeli Vessels. The Purchaser shall be responsible for clearance of consignment from Karachi Sea Port/ Airport and its safe delivery to consignee. Upon shipment of a consignment, the Supplier shall immediately provide following documents/ information to Consignee: Bill of Lading/ AWB (1+original) Nomenclature and packing list of the cargo (1+original) Current address of the consignee Name of ship or Airline or Airfreight Company Expected Date / Time of arrival Quantity, dimension and weight of the cargo	

Sea/Airport of discharge

24 **PACKING DETAILS**

Packing and other requirements for system to include following aspects(where applicable):

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

b. Packing is to be marked as under:

FRONT SIDE: Name and address of consignee

TOP: CONTRACT NO. ____________ DATE ________

Gross Weight ________________________

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

c. Depot storage requirement detail to be specified.

d. Detailed environmental effects/requirements to be specified.

e. Stacking details limit in shape to be specified.

25 **CHECKING OF SUPPLIES AT CONSIGNEE'S END**

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

26 **PENALTY**

a. The Supplier before making the shipment shall carry out complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/ trials, Purchaser has the right to outright reject the equipment or impose penalty at the rate of 10 - 15% of the value of the relevant equipment/ items.

b. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/ guarantee obligations on Form DPL-11.

27 **CONTRACT COMPLETION CERTIFICATES**

Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no more goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a "No Objection Certificate" that the requirements placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Specimen of Contract Completion Certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.

28 **COMPLIANCE WITH INTERNATIONAL STANDARDS**

The Goods/Equipment shall comply with all relevant ISO standards stipulated in the Contract and valid on the date of signature of the Contract. The Parties agree that any variation of any ISO standard after signature of the Contract is deemed explicitly not to be a circumstance within the responsibility of the Supplier. Implementation of any variations in the relevant ISO standards for the purpose of operating the Equipment shall be agreed between the Parties within the contractual change management procedure, prior to realization.

29 **TECHNICAL SCRUTINY**

Technical scrutiny of quotations forwarded by the bidder shall be carried out by a committee nominated by NHQs.

30 **DELAYS AND LIQUIDATED DAMAGES (LDs)**

Following Liquidated Damages shall apply for late completion of Consultancy Services as given in the Contract:

a. Delay in the completion of all contracted items/ deliverables up to Twenty One (21) days shall be regarded as "grace period" and no extension/ amendment shall be required. When LD is imposed, grace period shall be inclusive.

b. For delays beyond the Grace period of Twenty One (21) days suitably caused by consultant, Purchaser shall have the right to impose LDs.

LD, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges of the stores delivered late.

31 **BIDDING PROCEDURE**

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

32 **LANGUAGE, MEASUREMENTS AND WORKING METHODS**

All drawings, data-files in soft media, Man-Machinery Interface (MMI) of software and hardware of marking and identification systems and all other documentation (as applicable) required to be produced or delivered to the Purchaser under the Contract shall be written, and meetings conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.

33 **INTEGRITY PACT**

If the Supplier or any of his subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact (format placed at Appendix-I) signed by the Supplier, then the Purchaser shall be entitled to:

a. Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier or any of his sub-contractors, agents or servants.

b. Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business practices of the Supplier or any of his sub-contractors, agents or servants.

34 **<u>AMENDMENT IN CONTRACT</u>**

Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment in the contract/corrigendum.

35 **<u>Arbitration</u>**: All matters of dispute or difference except regarding rejection of stores by the Inspector under para 7a of Chapter - XVI and /or cancellation of the contract by the purchaser under para 1 of Chapter-X of this book, arising out of this agreement between the parties thereto, the settlement of which is not otherwise specially provided for in this agreement, shall be referred to arbitration as under:

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

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

(3) Arbitration award will be firm and final and un-challengeable in any court of law.

36 **<u>FORCE MAJEURE</u>**

The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like Pandemics, Lock down, acts of Governments or any other authority competent in relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 30 (thirty) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.

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

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

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

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

17 **TERMINATION OF CONTRACT**

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

In the case of remainder of the undelivered items/goods/services the Purchaser may elect either:

a. To have any part thereof completed and take the delivery thereof at the contract price, or,

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

ii. No payment shall however be made for any materials not put in the actual process of manufacture on the date notice of cancellation is received.

iii. 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. If due to any reason Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.

18 **CONFIDENTIALITY**

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

The Supplier and the Purchaser shall divulge confidential information only to those employees who are directly involved in the Contract or have use of equipment and/or software used in connection with the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.

The Supplier shall undertake that any information about the said purchase of the items under this contract shall not be communicated to any person, other than the manufacturer/Supplier/company's lawyer(s), or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the Contract at the risk and expense of the Supplier.

19 **LONG TERM LOGISTIC SUPPORT/REPAIR& MAINTENANCE**

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

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

In case of discontinuation of production of any component/ part as result of obsolescence or development of an upgraded version, the Supplier shall inform the Purchaser at least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the Purchaser prior discontinuation of the production and shall also provide alternate for such components/ parts in case the original is not available.

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

60. **SEVERABILITY**

The invalidity or unenforceability of any term or condition of the Contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the Contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both Parties. Such discussions shall, as far as be possible, ensure the Defence requirements of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability term and condition substantially alter the underlying intent of the Contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the Contract, then the Parties shall without further delay, meet to consult each other and reach agreement thereon.

Failure by either Party at any time to enforce any of the provisions of the Contract shall not be construed as a waiver by the Party concerned of any such provision or in any way affect the validity of the Contract or any part thereof or any other rights of either Party. Such failure shall only inhibit the rights of the Party concerned to claim costs/expenses incurred or to impose Liquidated Damages (financial or otherwise) for defaults, in respect only of the said non-enforced provisions.

61. **SECURE EXCHANGE OF CORRESPONDENCE**

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

42.	**ASSIGNMENT AND SUBCONTRACTING :** Neither Party shall assign any of its rights or obligations (in whole or in part) under the Contract without the prior written consent of the other Party, which shall not be unreasonably withheld. The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.	
43.	**OWNERSHIP OF CONTRACT** In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that: a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract; and b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.	
44.	**INDEMNITY** In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of sub-contractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his sub-contractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.	
45.	**Certificate of Conformance by OEM:** Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier contracting Supplier shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM Companies. Suppliers rendering false OEM Conformance Certificates shall be black listed. (1) Description of Item alongwith Quantity. (2) Part/Pattern No of Store.	

(3) Manufacturer Identification (Name, Address and Contact No).

(4) Date/period of Manufacturing.

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

(6) Details of Test Reports (FAT's / OEM Lab Test report) alongwith dates and tests conducted (as applicable).

(7) Details of third party testing authority (if their service used).

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

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

16. **CERTIFICATION REQUIREMENT**

Supplier/OEM shall confirm through OEM certificate at the time of supply/delivery of the equipment to consignee that equipment being supplied is proven equipment.

Supplier through certificate is to confirm that he shall provide import documents at the time of delivery of stores.

Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer shall be provided at the time of delivery of stores.

OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorised dealer/agent/stockist shall not be acceptable.

17. **WORKMANSHIP AND MATERIALS**

a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognized good practice. The Supplier shall submit for approval of the purchaser, his detailed method statement(s) for the execution of such items of work as may be desired by the Purchaser. Approval of such method statement(s) shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional costs.

b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work on/off Site which is about to be covered up or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonable delay carry out the examination, measurement or testing.

48. **CORRUPT GIFTS COMMISSIONS**

The Supplier shall not:

a. Offer or give or agree to give to any person in the service of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favour or disfavour to any person in relation to this Contract.

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

49. **MISCELLANEOUS**

a. The Supplier should provide the copies of standard specifications referred to or used for the equipment and its accessories.

b. Stores to be accepted on DPL-13 at consignee unit.

c. Supplier shall provide a conformance certificate that item supplied conform to relevant international standards.

d. The Supplier should mention the price of all deliverables separately in financial quote. The same are to be subsequently incorporated in the contract document.

50. **OEM'S SPECIFICATIONS**: Following is to be provided alongwith technical offer:

a. Copy of OEM's list of standard accessories/fittings etc.

b. Details of model/ code of engine/chassis etc.

	c. List of standard tool kit.	
51	<u>**REJECTION OF VEHICLES BE HANDLED AS GIVEN BELOW:**</u> <u>In the event of any vehicle failing to conform to the specification given in the contract, or the failure of supplier in performing any of the contractual obligations stipulated in the contract. The inspector shall have the right to reject the same. The purchaser will then be at liberty to:</u> <u>a. Allow the supplier to re-submit vehicles in replacement of those rejected within the delivery period specified in the contract, the supplier bearing the cost of freight on such replacement without being entitled to any extra payment, or;</u> <u>b. Buy the quantity of the vehicle rejected or others of a similar nature from elsewhere at the risk and expense of the supplier without affecting the supplier's liability as regards supply of any further consignments due under the contract, or;</u> c. Terminate the contract and recover from the supplier the actual loss the purchaser thus incurs by purchasing the vehicle from elsewhere.	
52	**COUNTRY OF ORIGIN:** Imported (other India and Israel) with OEM.	
53	<u>**DELIVERY OF VEHICLE:**</u> Delivery should be within 03 months after signing of contract on FOR basis, at a place nominated by Pakistan Navy i.e. either Karachi or Islamabad. Supplier is to see the effects about delivery of vehicles after successful joint inspection/acceptance by PN Team.	
54	<u>**COMPARISON:**</u> The bidders are to provide a comparative chart clearly showing the specifications as per tender. Any deviation must be highlighted and justified.	
55	<u>**PRICE VARIATION:**</u> Prices in the schedule of items of this contract are firm and final. The quotes must be of brand new manufacture.	
56	<u>**COURT OF JURISDICTION:**</u> should a situation arise where a party to the contract elects to file the matter in a Civil/Higher Court, or prefers an appeal review, revision etc in a higher court, such statement shall be filed only in the competent Civil Court at Islamabad.	

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

1. Name: ____________________

2. Father's Name: ____________________

3. Address (Residential): ____________________
____
____

4. Designation in Firm: ____________________

5. CNIC: ____________________
(Attach Copy of CNIC)

6. NTN: ____________________
(Attach Copy of NTN)

7. Firm's Address: ____________________
____
____

8. Date of Establishment of Firm: ____________________

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

10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).

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