Tender Covering Form

Directorate of Procurement (Navy)

Through Bahria Gate

Contact: For General Queries 051-9262306, Bahria Gate 0331-5540649, Section: 051-9262307
Email: dpn@paknavy.gov.pk 051-9262307 adpn36@paknavy.gov.pk

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

Tender No and Date	R2503360391
Tender Description	Procurement of WATER BOWZER. (10 000 Liters)
IT Opening Date	13/05/2025
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 Envelops as per details given below

Sealed Envelop 1 – Technical Offer in Duplicate

This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick against each to ensure that these documents have been

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 markagainst each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clauseand 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 Filling 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 nd we understand

Firm's Authorized Signatures______________________

DIRECTORATE PROCUREMENT (NAVY)

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

Contact: For General Queries: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262307

Email: dpn@paknavy.gov.pk
adpn36@paknavy.gov.pk

M/s________________________
____
__________________________ Dated :
____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madem,

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. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood agreed	Understood not agreed
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3 Conditions Governing Contracts. The 'Contract' made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the „Purchaser and the „Seller on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and hose 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 [illegible] TE (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/ Not Comply)	Basis of C, PC of NC i.e. Refer to page or brochure	In case of non availability of enclosed proof from brochure/ Literature, quote/ attach additional documents/ data/undertaking or 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 [illegible] clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

Understood agreed	Understood not agreed
☐	☐

d Firms shall [illegible] in 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 [illegible] 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 as the tender documents without any indication that there is a tender within it.

e. <u>FORM DP-1, DP-2, DP-3 and Questionnaires.</u> 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 authorised signatory/ person. It is pertinent to mention that all of these are essential requirement for participation in the tender.

Understood agreed	Understood not agreed
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f. The tender duly sealed will be addressed to the following:-

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

Contact: For Status of Queries: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262307

Email: dpn@paknavy.gov.pk
[illegible]@paknavy.gov

5. <u>Date and Time For Receipt of Tender.</u> 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/ [illegible] holiday. Duly 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
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6. <u>Tender Opening.</u> 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 28 of PPRA-2004.

Understood agreed	Understood not agreed
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7. <u>Validity of Offer.</u>

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
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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 bi-mixed together to help other competitors for [illegible] 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:

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 [illegible] of your firms name from the [illegible] distribution list of invitation to tender.

Understood agreed	Understood not agreed
☐	☐

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 [illegible] all [illegible] registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you [illegible] DP (Navy) [illegible] letter/email.

11 Withdrawal of Offer Firms shall not withdraw their commercial offers before signing of [illegible] 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 [illegible] 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 [illegible]

a. Offers by registered firms must be accompanied with a Challan form of Rs 2?? [illegible] (Government Treasury) and debit able to Major Head C02511-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head [illegible]) [illegible] Challan.

b. Firms, un-registered / un-indexed with GDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).

Understood agreed	Understood not agreed
☐	☐

1.4 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 [illegible] (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 [illegible] amount of Earnest [illegible] in violation of IT condition.

b. Rates for Contract: [illegible] and maximum ceil for different categories OF FIRMS would be as under:-

(i) Registe[illegible] [illegible] 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).

1.5 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-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
c.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e	Challan Form	Challan Form
f	Bank Statement for last one year	Financial standing/audit balance
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.

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 ... valid e-mail and ... 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 Conformance Certificates ...

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) ... break down item wise along-with import duties.

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax ... levy.

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

(iv) Agent commission ...

(v) ... 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 ...

c. 3rd rejection contract cancellation will be initiated.

[illegible] Rejection of Stores/Services [illegible] To ensure timely and correct supply [illegible] the firm will furnish an unconditional Bank Guarantee (BG in the currency [illegible] which contract is concluded) from a schedule Bank of Pakistan [illegible] upto 10 % of the contract [illegible] (excluding [illegible] charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been [illegible] the purchaser himself. [illegible] 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 [illegible] to keep its validity always one year ahead of the extended [illegible]

The BG form can be [illegible]

Format of BG is enclosed at Annex B.

Understood agreed | Understood not agreed

2.1 Integrity Pact. There shall be "zero tolerance" against [illegible] gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether [illegible] benefit, favour or otherwise. Following provisions must be clearly read and understood for strict compliance:

a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form [illegible] 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 [illegible] take severe disciplinary action against that person(s) [illegible] the firm / company, which may include but not limited to PERMANENT BLACKLISTING of firm / company through [illegible] and legal action against the individual (s) [illegible] Pakistan Code of Criminal Procedure.

c. It is strictly forbidden to socialize, call or meet any [illegible] staff of [illegible] in private or during off hours. If any officer / 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: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

Understood agreed | Understood not agreed

2.2 Correspondence. 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

2.3. Pre-Shipment Inspection. PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T. firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or

Understood agreed | Understood not agreed

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

Understood agreed | Understood not agreed

25 Discrepancy [illegible] concerned [illegible] days [illegible] of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood agreed | Understood not agreed

26 Price Variation

Understood agreed | Understood not agreed

a. [illegible] er 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 [illegible] are contractually obliged [illegible] [illegible] 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. [illegible] such an increase is considered desirable in the interest of [illegible] of the Supplier, the case may be decided accordingly.

27 Force Majeure

Understood agreed | Understood not agreed

a. The supplier [illegible] 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 [illegible] the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the [illegible] [illegible] Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of [illegible] shall not constitute Force Majeure.

[illegible] the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days [illegible]

[illegible] 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 [illegible] the period in which such force majeure remains operative.

e. Such extension [illegible] the [illegible] from the Purchaser.

28. Arbitration Parties shall make [illegible] disputes [illegible] 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 [illegible] written notice to the [illegible] 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 [illegible] they [illegible] of the [illegible]. 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 [illegible] except that part which is under arbitration.

e. All proceedings under this clause [illegible] English language and in writing.

29. Court / Court 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. Liquidated Damages [illegible] Liquidated damages [illegible] 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 reason. Total value of LD shall not exceed 10% of the contract value.

Understood agreed	Understood not agreed
☐	☐

31. Risk Purchase [illegible] fail to comply with the contractual obligations the contract [illegible] at the Risk and Expense (RE) of the supplier in accordance with [illegible].

Understood agreed	Understood not agreed
☐	☐

32. Compensation [illegible] the contracted stores or contract is cancelled [illegible] 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 [illegible] contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his [illegible] or from the rescission of his contract when such default or rescission take place such compensation [illegible] by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

Understood agreed	Understood not agreed
☐	☐

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

34. Termination of [illegible]

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) [illegible] 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 [illegible] 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 [illegible] the undelivered stores/goods/services the Purchaser may [illegible]

[illegible] completed and take the delivery thereof at the contract price or

(ii) To cancel the remaining quantity and pay to the Supplier for the [illegible] or raw materials purchased by the supplier and are in the actual process of manufacture at the price to be determined [illegible] will be delivered by the Supplier to the Purchaser.

c. Should the Supplier fail to deliver goods/services in time as per quality [illegible] Bank Guarantee within the stipulated time [illegible] or any breach of contract the Purchaser reserves the right to term[illegible]

35. Rights Reserved. Directorate of Procurement (Navy), Rawalpindi reserve[illegible] to accept [illegible] all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request but justification for grounds [illegible]

[illegible] All the matters connected with this enquiry and subsequent [illegible] the Official Secrets [illegible] secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

27. Acknowledgement. Firms shall send acknowledgement ... slips within 07 days from the date of downloading of IT from ... PPRA Website i.e. WWW.PPRA.ORG.P[illegible]

28. Disqualification. Offers shall be liable to be rejected if -

a. Received later than appointed/fixed date and time.
b. Offers are found conditional or incomplete in any respect.
c. There is any deviation from the General/Special/Technical Instructions contained in IT.
d. [illegible] Bid ... along with ... and ... duly signed are NOT received with the technical offer.
e. Taxes and duties, freight/transportation and ... charges NOT ... separately as per required price breakdown mentioned at Para ...
f. [illegible]
g. Multiple rates are quoted against one item.
h. Manufacturers relevant brochures and technical details on major equipment assemblies are not attached ... of specifications.
i. Subject to ... of export license.
j. ... (commercial/technical) containing non-initialed/ unauthenticated amendment.
k. [illegible]
l. The commercial offer against FOB/CIF/C&F ... quoted in local currency and vice versa.
m. Principal's invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
n. [illegible]
o. Earnest Money ... (...).
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 ... [illegible]
t. Original Principal invoice is not attached with offer.

30. Appeals by Suppliers. Any ... decision of DP (N) ... or any other ... of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at ... Headquarters ... The detail and timeline for preferring appeals is given below:

S.No	Category of Appeal	Limitation Time
a	Appeals for liquidated damages	Within 30 days decision
b	Appeals for reinstatement of contracts	Within 30 days decision

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

41. For Firms not Registered with [illegible]. For Firms not Registered with DGDP. Firms [illegible] 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.

42. Firms which are not registered with DGDP should initiate provisional registration in [illegible] (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:

a. NTN
b. [illegible] Tax Return
c. [illegible]
d. Sales Tax Certificate
e. Chamber of Commerce Industry Certificate
f. Professional Tax Certificate ([illegible] and Taxation)
g. Office/Home/Ware House Property documents
h. Utility Bills (Phone/Electricity)
i. Firm [illegible]
k. CEO Visiting Card/NIC Copy. 03Xspecimen signature of CEO
l. DGDP Registration letter
m. [illegible]
n. Non Black List Certificate
p. 2 X Witness + CNIC [illegible]
q. [illegible]
r. Agency Agreement
s. OEM Certificate
t. ISO [illegible]
u. [illegible]
v. [illegible]
w. [illegible]
x. Firm Categories
y. Sole Proprietor Certificate
z. Partnership Deed
aa. [illegible]
ab. Memorandum of Articles
ac. [illegible]
ad. Incorporation Certificate

Understood Agreed

Understood Agreed

Understood Agreed

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

Agreed	Not agreed
☐	☐

[illegible] above terms and conditions are confirmed in total for [illegible]

[illegible]	Not Agreed
☐	☐

45. Format of DPL-15 (warranty form) and PBG are enclosed [illegible] and B.

[illegible]	Not agreed
☐	☐

Sincerely yours

(Name Signatory Officer Concerned)

Rank ____________

NAME ____________

D PL-15 (WARRANTY)

FIRM'S NAME M/s ____

____

____

____

1. We hereby [illegible] 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/DPP Karachi [illegible] or in use shall be found [illegible] limits and tolerance of specification requirement or in any way not in accordance with the terms of the contract.

2. In case of our failure to replace [illegible] 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 which [illegible])

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

The signature [illegible] that on [illegible] otherwise must be shown to be the signature of a person capable of giving a [illegible] contractor

[illegible]

DATE ______

______

[illegible]

BANK GUARANTEE FOR PERFORMANCE [illegible]

[illegible]

AS SUITABLE TO THE AMOUNT OF BG

[illegible] dated ______ ______ ______

[illegible] Contractor ______ ______

(iii) Address [illegible]

(iv) Name of Guarantor ______ ______

(v) Address of Guarantor ______ ______

(vi) Amount of Guarantee Rs ______ ______

______ ______ ______)

(in words)

(vii) [illegible]

[illegible] President of Islamic Republic of Pakistan through the Controller of [illegible] Defence Purchase [illegible]

Sir,

Whereas your good self have entered into [illegible]

______ dated ______

[illegible]

(Full Name and Address)

hereinafter referred to as our customer and [illegible] of the [illegible] by [illegible] of unconditional Bank Guarantee [illegible] to your good self for a [illegible] of Rs. ______ Rupees/ FE (as applicable) ______

[illegible]

[illegible] In compliance with the stipulation of the contract we [illegible] agree and undertake as [illegible]

[illegible] to you unconditionally on demand and without [illegible] to our [illegible] and amount [illegible] Rupees or FE (as applicable) ______ as would be mentioned in your written Demand Notice.

[illegible] To keep this Guarantee in force till ______

[illegible] That the validity of this Bank Guarantee shall be kept one clear year ahead of the [illegible] extended delivery period or the warranty of the [illegible] which [illegible] duration [illegible] or from your office. Claim if any must be [illegible] received by us on or before this day. Our liability under this Bank Guarantee shall cease [illegible] date of the validity of this Bank Guarantee [illegible] thereafter shall not be entertained by whether you suffer a loss or not. On receipt of payment under this [illegible] this document i.e. Bank Guarantee [illegible] be [illegible] 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. [illegible] the content of [illegible] 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 [illegible] or addition [illegible] actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. _______ (Rupees _______).

f. That the Bank Guarantee [illegible] shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.

g. That this an unconditional [illegible] which shall be [illegible] on presentation [illegible] our Customer/Seller or Vendor

Guarantor

Dated: _______

____
(Bank Seal and Signatures)

AFFIDAVIT/UNDE[illegible]
(WORTH RS, 100/- ON JUDI[illegible])

I/__________ [illegible] Authorized signatory/
Partner/MD of M/s ____________________ do [illegible], [illegible] of firm to DGP [illegible] DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry of Defence [illegible] Rawalpindi that our firm M/s ____________________ has applied for registration with Director General Defence Purchase (DGDP) duly [illegible] required by registration [illegible] [illegible] 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 [illegible] our firm will be liable for disciplinary action initiated (i.e. [illegible] the firm do business with other Defence Establishment and Govt Agencies). I also accept that any disciplinary action [illegible] not be challenged in any Court of Law.

[illegible] ________________ Signature: ________________
Date: [illegible] Name: ________

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1 Schedule to Tender No. 2490011\R2503360391 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:05 Hours on 2025-05-13 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 WATER BOWZER. (10,000 Liters), latest model, fully loaded latest specs, A/C, heater, side mirror, back view Camera Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	6.0 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 supplier
3.	Origin of Stores	To be indicated by supplier
4.	Technical Scrutiny Report	Required
5.	Delivery Period	within 06 months after CED.
6.	Currency	PAK RUPEES
7.	Basis for acceptance	FOR
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-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.

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

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

(ii) Registered/Pre-Qualified but Un-indexed 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.

[illegible] firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).

a. [illegible] 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 [illegible] disc[illegible] trial or embargo.

c. Only registered [illegible] Active Taxpayers List (ATL) of FBR are [illegible]

d. Release of payments is subject to mandatory submission of Filer Certificate [illegible] FBR showing the name of supplier on [illegible] payment will be released by CMA (DP) [illegible] 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 [illegible] 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 [illegible] (DP) is to be attached in separate envelope in sealed [illegible] Technical offer. [illegible] of the [illegible] crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.

[illegible] are to be attached with Technical Offer.

[illegible] 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 [illegible] technical scrutiny.

j. [illegible] and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

Note: [illegible] offer will liable for rejection.

[illegible]

[illegible]

Name of the Firm............................
[illegible] Registration No. ....
[illegible]
[illegible]
[illegible]
[illegible]
Mobile No of contact person..............

[illegible]

Directorate of Procurement (Navy)
[illegible] SNIDS
[illegible]
[illegible]
[illegible]
Tele: 051 [illegible]
Email: [illegible]@paknavy.gov.pk

[illegible] hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to [illegible] prices offered against the [illegible] not be [illegible] this date. I/we shall be bound by a communication of acceptance [illegible] have [illegible] Instructions to Tenders and General Conditions Governing Contracts Form No. DDP&I (Revised [illegible]) included in the pamphlet entitled Government of Pakistan, Ministry of Defence (Directorate General [illegible]) General Conditions Governing Contracts [illegible] the specifications/drawings [illegible] the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. 3. The following [illegible] have been attached to and form part of this tender:

[illegible]

[illegible]

[illegible]

YOURS FAITHFULLY

....
(SIGNATURE [illegible])

....
(CAPACITY IN WHICH SIGNING)
ADDRESS.....................
DATE..........................
SIGNATURE OF WITNESS..............

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

(a) Whether signing as a '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) [illegible] 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, [illegible] Manager, Partner etc. or their attorney and produce copy of document empowering him so to sign, if called upon to [illegible]

(e) Principal's proforma invoice (in original).

(f) [illegible]

(g) Treasury Challan Form [illegible] under Tax as applicable.

[illegible]

INDENT NO 2490011

TECHNICAL SPECIFICATIONS - [illegible] (10000 LTRS)

S.No	Description	Firm's Reply (Complied / Partially Complied / Not Complied)
Note	Guidelines [illegible] Narration. Firm is required to clearly mention Complied/Partially Complied/Not Complied remarks against each Clause and clearly [illegible] respective Clause [illegible] the attached [illegible] brochures as per [illegible]	
1.	Purpose/Usage of Vehicle: Vehicle will [illegible] requirement of Field Command.	
	[illegible]	
	[illegible] between [illegible] latest specs, fully [illegible] as per OEM standard accessories, fittings and safety [illegible]. Acceptable brand of Isuzu [illegible] Daewoo [illegible]	
	Water Tank [illegible] Capacity (minimum) [illegible] three compart[illegible] Water tank to be of 10 gauge steel sheet. Fabrication [illegible] on the above [illegible] must be forwarded along with the technical [illegible] with suitable paint [illegible] the [illegible] suitability certificate for [illegible] certificate for suitability of paint to be provided during [illegible]	
	Water pump and Auxiliaries: Water pumping set with suitable petrol engine of	

rough and uneven roads. The pump should have arrangements with suitable leak proof valves/cocks to take suction from the truck mounted water tank and well, and be able to discharge upto to a height [illegible] ft with female discharge coupling. Pressure Gauges (suction / discharge), safety valves at pump discharge and recirculation piping and valves should [illegible] [illegible] pressure [illegible] specification and drawing of pump to be provided along with the technical offer.

5. Water Bowzer is to be equipped with 2 in number Canvass hose pipe 2-1/2 inch dia and 40 ft length [illegible] with [illegible] underground reservoir, at the depth [illegible] feet and pump it to the height of 40 feet.

Safety ladder with railings on both sides and non-skidding floor [illegible] be fitted for [illegible]

Pump and valves operating procedure and instructions be printed and affixed near pump or at suitable place.

6. Shell [illegible]

[illegible] [illegible]

Shape [illegible]

Body G.I. Sheet 4 mm thick

Baffle Plates Qty 03 nos. G.I. Sheet 4 mm thick

Main Holes Qty 02 nos. G.I. Sheet 400 x 500 mm with quick release and safety lock.

[illegible] [illegible]

Bowser Foundation [illegible] 01 Cross bolts.

Top (Walk way) MS chequered plate platform 1 inch between [illegible].

House pipe connecter [illegible]

[illegible]

7. Dispensing System.

Gravity system   Two outlet 2" dia provi[illegible]

Pumping system.   HONDA Dia 2" x Dia 2" Petrol engine pump manually Operated. Pump flow capacity 455 LPM mounted at rear of tank with [illegible]

[illegible] cover with provide for Petrol engine pump.

a. Engine.

(1) Displacement.   [illegible] cc

(2) [illegible]   [illegible] HP @ 25[illegible] rpm

(3) Torque.   70-75 kgm @ 1500-[illegible] rpm

b. Dimensions.

(1) Overall length   [illegible] mm

(2) Overall width.   2400-2500 mm

(3) Over height   2800-2900 mm

(4) [illegible]

(5) GVW   [illegible] 26000 [illegible] 10000 ltrs capacity of water

d. Clutch. [illegible]

e. Axles.

(1). Front axle capacity.   5500-6000 Kg

(2). Rear axle capacity.   [illegible]-13000Kg

f. Brakes.

(2). Auxiliary : Exhaust brake with pneumatic control

(3). [illegible]king Brake: Drum

g. **Steering.** Power Steering.

h. Suspension.

(1). Front: Semi-elliptic [illegible] springs with shock absorbers.

(2). Rear: Semi-elliptic [illegible] springs.

9. [illegible] Grey with [illegible]

10. [illegible]

[illegible] brand name and size [illegible] speed [illegible] are to be mentioned in the technical offer. Tyres manufacturing [illegible]

11. Battery:

[illegible] brand name to be mentioned in the technical offer, manufacturing date should not be more than six months old. Warranty certificate is to be provided.

12. Following will be provided with each vehicle (without any additional cost):

a. Standard [illegible] kit [illegible], Jack, Jack [illegible], screw [illegible] [illegible] and requirement of vehicle [illegible] - 01 set.

[illegible] (1. 5kg) - 01set.

e. Spare Wheel - 01 set.

f. [illegible] hydraulic [illegible] of vehicle [illegible]

ANNEX B to NHQ

INDENT NO 2490011

[illegible]

GENERAL REQUIREMENTS /INSTRUCTIONS

S.No	Description	Firm's Reply (Complied/ Partially Complied/ Not Complied)
Note	**Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation.** Firm is required to clearly mention **Complied/Partially Complied/Not Compiled** remarks against each Clause and justify same through mentioning references in respective Clause from the attached firm's technical proposal/brochures as per following format.	Complied
1	SCOPE OF SUPPLY [illegible] The Supplier undertakes to [illegible] including Supplies and Services to the Purchaser on FOR DDP Karachi basis as per INCOTERMS 2020 as per details specified in Annex A [illegible] and General Terms and Conditions [illegible] [illegible] terms and conditions as set forth in the [illegible]	
2	**SCHEDULE OF PAYMENTS** All payments to the Supplier shall be released through [illegible] on achievement of respective [illegible] [illegible] (1) [illegible]	

(2) [illegible]

(3) Provision of [illegible] documents.

b. [illegible]

(1) Successful completion of test trials of vehicle complying all specification acceptance criteria and [illegible]

(2) Satisfactory conduct of operator & maintainer training.

c. [illegible]

3. PERFORMANCE BANK GUARANTEE (PBG)

To ensure [illegible] an unconditional Performance Bank Guarantee in favour of CMAHDP, Rawalpindi within 30 days of signing of the contract from a [illegible] the total Contract value on a Judicial Stamp Paper of appropriate value as per prescribed format. The PBG shall remain valid till 60 days beyond completion of warranty period of supplied systems.

4. CONTRACT EFFECTIVE DATE (CED)

CED [illegible] pre-requisites:

a. Contract signing.

b. [illegible]

c. Submission of PBG by the Supplier.

PRICES OF THE ITEMS

The Supplier [illegible]

[illegible] in financial quote. The same [illegible] to be subsequently incorporated in the contract document.

6 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 [illegible] and [illegible] [illegible] related [illegible] for the Goods and Supplies.

Upon signature of the Contract but before [illegible], the Supplier shall apply for any necessary [illegible] licenses [illegible] [illegible] 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 [illegible] [illegible] within [illegible] thirty days on receipt of the request of the [illegible].

In case any import export licenses cannot be obtained from the countries where certain Supplies [illegible] thereof shall be procured; in such a case or in case of technical [illegible], 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 [illegible] [illegible] shall be finalized after mutual agreement between the Parties to be properly endorsed by means of an Amendment to Contract.

[illegible] 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 [illegible] and agree upon a mutually acceptable course of action and solution.

After the Export License Permit regarding the export of the Supplies into Pakistan are [illegible] the competent authorities [illegible] one of the conditions regarding [illegible] effectiveness of this Contract, any refusal, revocation, denial or the [illegible] import export licenses [illegible] End User Certificate [illegible] information reasonably required to the Supplier in due time is the responsibility of the Purchaser.

[illegible]

[illegible] charges due on the [illegible] up to its importation into the country of destination.

[illegible] shall pay [illegible] applicable taxes, assessments, duties, levies or charges levied [illegible]

All amounts stated to be payable by Purchaser pursuant to this Contract exclude any [illegible] VAT, [illegible] tax, service tax, [illegible] taxes on turnover or similar taxes [illegible] country [illegible] 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 [illegible] levied in the country of destination [illegible]

If Purchaser [illegible] amount payable [illegible] under this Contract [illegible] 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 be made. [illegible] 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.

8 DOCUMENTATION

[illegible] Supplier shall provide two sets of following original documents [illegible] each vehicle [illegible]

[illegible] Operator manuals covering comprehensive operating instructions alongwith [illegible]

[illegible] Complete priced spare parts list [illegible] Part No. [illegible] at the time [illegible]. List of fast moving items may also be provided.

[illegible] Standard maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures [illegible]

[illegible] parts catalogue [illegible]

[illegible]

[illegible] list of spares package shall be based on OEM experience/ practice. The Supplier shall provide 02 year spares and [illegible] by the [illegible]

10. WARRANTY/ GUARANTEE

[illegible] warranty period of all items/ vehicle except defective/non-operational shall commence from the date of acceptance of Vehicle, whereas warranty of defective/non-operational equipment at the time of commissioning/ acceptance shall commence [illegible]

b. The vehicle and all its associated accessories should be warranted [illegible] 15 by the Supplier for a period of 01 year, for all defects in hardware from the date of [illegible] acceptance by PN. Software (where applicable) provided with the systems/ vehicle should also have warranty for a minimum period of 05 years for any bugs found in operations. The Supplier shall [illegible]

[illegible] The supplier should provide guarantee that the vehicle supplied are of latest [illegible] and all modifications on production have been incorporated [illegible]

[illegible] that the items produced are of current [illegible] and brand new [illegible]

[illegible] appropriate standard specifications.

e. The Supplier shall provide guarantee for 10 years supportability of the vehicle and software (where applicable) for at least [illegible] years after acceptance of the vehicle [illegible].

11. [REMEDY] [illegible]

In [illegible] of failure on the part of Supplier to comply with the contractual obligations the contract shall be cancelled at the risk and [illegible] of the firm.

12. [ACCEPTANCE CRITERIA]

a. The S[illegible] [illegible] of [illegible] formulation [illegible] [illegible] 15 days [illegible] [illegible] documents and [illegible] 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, vehicle specifications provided by the Supplier and PN own experience expertise or as per the mutually [illegible] defined in the contract.

b. The vehicles shall undergo extensive [illegible].

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

d. Vehicles acceptance shall be based on [illegible] performance through practical verification of the stated specifications of offered vehicles for a test period of 15 days (may be extended if discrepancies are observed).

13. TECHNICAL ASSISTANCE

[illegible] [illegible] of [illegible] tools of the vehicle on site Firm [illegible] technical assistance by the Supplier during warranty period should [illegible]

[illegible]

14. [INSPECTION] OF VEHICLE ACCEPTANCE TEST PROCEDURE

[illegible] The vehicle shall be [illegible] inspected [illegible] [illegible] [illegible] if required.

(2) Reps of Supplier

[illegible] depot

(3) Rep of CNS

[illegible] Rep of End User

b. The Inspection team shall inspect and test the vehicles to confirm their conformity to the contract [illegible]

[illegible] and technical specifications shall specify inspection tests criteria as required by the Purchaser and place of conduct.

[illegible] shall notify the Supplier in writing of the [illegible] representatives [illegible]

[illegible] inspected or tested vehicle fail to conform to the specifications, Purchaser may reject [illegible] and the Supplier shall either replace the rejected vehicles or make alterations [illegible]

[illegible] necessary, reject the vehicles after arrival in Pakistan [illegible] shall in no way be limited or waived by reason of the [illegible] to the [illegible] country of origin.

Stage Inspection by the CNS (Joint Inspection Team) and user [illegible] will be carried out at the following stages:

Stage [illegible] Brake, Slip and engine trails after installation of engine [illegible] chassis at OEM Firm's premises.

[illegible] including [illegible] test (if required) and [illegible] the firm is to provide the relevant documents and [illegible] facilities for the [illegible]

Joint inspection team will be carry out inspection [illegible]

[illegible]

(i) [illegible] test.

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

[illegible] verification [illegible]

[illegible] DISCREPANCY

The Supplier shall [illegible] a discrepancy report [illegible] within [illegible] of receipt of stores vehicle for discrepancies [illegible] in the consignment. The quantities found [illegible] defective are to be made by the Supplier, without any additional cost on [illegible] "consignee" warehouse within 30 days.

[illegible] COMPENSATION [illegible] CONTRACT

If the Supplier [illegible] contracted vehicles [illegible] or without [illegible] equipment declared defective and caused loss to the Government, Supplier shall be liable to pay to the Government compensation [illegible] default or from the rescission of his contract when such default or rescission takes [illegible] such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount [illegible] purchase [illegible] currency [illegible]

[illegible] CHECKING OF SUPPLIES AT CONSIGNEE'S END

Upon arrival [illegible] supplies [illegible] presence of the [illegible] Supplier's representative [illegible] or any other reason the Supplier decides not to nominate its representative for such checking, an advance written notice to this effect shall be given by the Supplier to the consignee [illegible] shall [illegible] consignee with regard to [illegible]

the Supplier [illegible]
[illegible] ter is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores shall be binding on the Supplier [illegible]

18 [illegible]

[illegible] shipment (where applicable) shall carry out complete test of the vehicle at its facilities to ensure that the same has been manufactured [illegible] this. [illegible] right to outright reject the equipment or impose penalty at the rate of 10 - 15% of the value of the relevant equipment/ items.

b. [illegible] including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty, guarantee obligations on Form DPS - 15

19 CONTRACT COMPLETION CERTIFICATE

[illegible] completion of all contractual obligations under this Contract, the Supplier shall [illegible] Supplies [illegible] payments [illegible] the Purchaser shall certify [illegible] Completion Certificate [illegible] Purchaser as per terms and conditions set forth [illegible] receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward [illegible] to the Supplier.

20 TECHNICAL SCRUTINY

Technical scrutiny of proposals forwarded by the [illegible] committee [illegible]

21 LIQUIDATED DAMAGES (LDs)

Delay in the supply of stores upto [illegible] days [illegible] grace period available to the supplier and the delivery date will be considered to have been [illegible] extended upto that date without issuance of any formal amendment. For delays beyond [illegible] and [illegible] subsequent schedule supply orders for delays beyond 15 days, [illegible] amendment [illegible] DP will be required. For purposes of imposing LD, if and when [illegible] at the rate of upto 2% but not less than [illegible] per month or a part of a month for the period exceeding [illegible] DP. The Supplier will not be entitled to any reimbursement of any additional taxes, excise duty, sales tax etc. imposed by the Govt which becomes effective during the grace period and extensions in DP [illegible]

22 INTEGRITY PACT

If the Supplier or any of his subcontractors, agents or servants is found to have violated or involved in violation of the [illegible] signed by the Supplier [illegible] the Purchaser shall [illegible]

[illegible]

[illegible] terminate the contract or recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business [illegible] years or [illegible]

25 AMENDMENT IN CONTRACT

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

24 [illegible]

Parties shall use their attempt that all disputes arising under this contract shall be resolved amicably through negotiation of both parties. In the event that either party shall [illegible] [illegible] the other party refer the dispute to [illegible] arbitration [illegible].

a. [illegible] shall be referred for arbitration [illegible] nominated [illegible] shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior Court shall be requested [illegible] [illegible] Clause.

b. The [illegible] arbitration shall be the [illegible] [illegible]

c. [illegible] award [illegible] shall be firm and final.

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

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

25 FORCE MAJEURE

a. [illegible] delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God, earthquake, flood, fire, typhoon, [illegible] military actions, subversive activities or sabotage, [illegible] Commotion, strike, [illegible] acts of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties [illegible]

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

c. [illegible] circumstances occur, the suffering Party must notify in writing the other Party of such situation within [illegible] days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation or estimate of their probable impact upon performance of obligations under the Contract, as well as the time required for such performance.

d. Upon termination of the above-mentioned circumstances, the suffered Party [illegible] promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is [illegible].

e. Within [illegible] the Party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of [illegible].

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

g. Should the force-majeure circumstances continue for more than consecutive [illegible] (sixty) days, the Parties shall negotiate and [illegible] appropriate measures [illegible] obligations [illegible] contract. If duration of such circumstances exceeds [illegible] months and the Parties fail to agree on further measures needed to perform their respective [illegible] the Contracting Party (Purchaser) shall [illegible] the terminate the Contract, whether partially or [illegible] by sending a written notice to the other Party (Seller).

h. The Purchaser may not claim LD in relation to delivery provided that [illegible] days have been [illegible] of a force-majeure event.

26 [illegible]

[illegible] during the currency of the contract the Purchaser decides to terminate the contract for any reason [illegible] for reasons of [illegible] have [illegible]. However the Purchaser shall accept delivery at the contract price [illegible] terms of such stores goods services [illegible] which are in the actual process of [illegible] that is completed [illegible] after receipt by the Supplier of such [illegible]

In the case of cancellation of the undelivered stores/goods/services the Purchaser may elect either:

a. [illegible] thereof at the contract price; or

b. To cancel the remaining quantity and [illegible] the actual process of manufacture as may be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered [illegible]

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

d. [illegible] the contract fully or any part thereof at the [illegible] due to any reasons Purchaser fails to perform its obligations required for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.

27 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 [illegible] 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 [illegible] from a third party who is free to divulge the same.

The Supplier and the Purchaser shall divulge confidential information only to those [illegible] the Contract and shall ensure that these employees are aware of and comply with these obligations as to confidentiality.

The Supplier shall undertake that any information about the sale/purchase of the stores [illegible] manufacturer/Supplier company's lawyers, 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 [illegible] of the Supplier.

28 [illegible] SUPPORT, REPAIR & MAINTENANCE

The Supplier shall guarantee to supply the necessary spares, facilitate repair/maintenance [illegible] years [illegible] of the [illegible] all the COTS (Commercial off the Shelf) items supplied as part of the main equipment/vehicle. OEM shall indicate their source of availability.

[illegible] accessories of the [illegible]. The Supplier shall provide standards/specifications certificate referred [illegible] and its accessories.

29 [illegible]

The invalidity [illegible] of any term or condition of the Contract shall [illegible] of the remaining terms and conditions. These shall remain in full force and effect and the Contract shall thereupon be interpreted and [illegible] in accordance with the [illegible] [illegible] and any [illegible] between both Parties. Such discussions shall, as far as be possible, [illegible] the [illegible] concerns of the Purchaser and commercial interest and intent of the Supplier [illegible] of the terms and conditions [illegible] that if the [illegible] [illegible] alter the underlying intent of the Contract or the invalid or unenforceable term or condition comprises an integral part of [illegible] [illegible] the Parties shall without further delay [illegible] consult each other and [illegible]

Failure by either Party at any time to enforce any of the provisions of the Contract shall [illegible] be considered a waiver by the Party concerned of any such provision [illegible] in any way affect [illegible] either Party. Such [illegible] only [illegible] the rights of the Party concerned to claim costs expenses [illegible] or to impose Liquidated Damages [illegible] defaults in respect only of the said non-enforced provisions.

30 ASSIGNMENT [illegible] SUBCONTRACTING

[illegible] Party [illegible] or in part under the [illegible] written consent of the other Party, which shall not be unreasonably [illegible].

The Supplier shall not subcontract any part of the Contract without the written consent [illegible] shall not be unreasonably withheld.

31 OWNERSHIP [illegible] CONTRACT

In the event of a change of ownership of Supplier, the Supplier shall ensure that the [illegible]

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 [illegible] continue [illegible] bound by the Terms and Conditions of this Contract.

32 INDEMNITY

[illegible] operation 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 [illegible] shall bear [illegible] the damages [illegible].

33 CERTIFICATE OF CONFORMANCE (COC) BY OEM

Supplier [illegible] DP(N). [illegible] 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 [illegible] Conformance Certificate issued by the OEM Companies. Suppliers rendering false OEM Conformance Certificates shall be black listed.

(1) Description of Store alongwith Quantity.

(2) [illegible] No of Store

(3) [illegible]

(4) Date period of Manufacturing.

(5) [illegible] (Serial, Batch or Lot) as endorsed engraved on the stores (as applicable).

(6) [illegible] Reports (CNIS / OEM Lab Test report) alongwith dates and test conducted (as applicable).

(7) [illegible] third party [illegible] if their service used.

(8) [illegible]

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

34 [illegible]

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

35 [illegible]

All Drawings, details [illegible] Man-Machinery Interface (MMI) of software and hardware, [illegible] identification systems, and all other documentation required to be furnished or delivered to the Purchaser [illegible] written [illegible] the contract [illegible] all documentation [illegible] specified.

36. OWN'S SPECIFICATIONS: Following is to be provided alongwith technical offer:

a. [illegible]

b. [illegible]

c. [illegible]

37. REJECTION [illegible]

In the event of any vehicle failing to [illegible] contract or the failure of supplier [illegible] any of the contractual obligations stipulated in the contract. The purchaser shall have the right to reject the same. The purchaser will then be at liberty to:

a. Allow the supplier to present vehicles for replacement of those rejected within the delivery period specified in the contract, the supplier bearing the cost of [illegible] such replacement without being entitled to any extra payment, or,

b. Buy the quantity of the vehicle rejected or others of a similar [illegible] 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,

c. Terminate the contract and recover from the supplier [illegible] by purchasing the vehicle from elsewhere.

38. COUNTRY [illegible]

39. DELIVERY OF VEHICLE: Delivery [illegible] signing of contract on [illegible] Karachi basis at a place nominated by Pakistan Navy i.e. Karachi.

40. TRAINING

The Supplier shall provide the training to Purchaser's nominated personnel as highlighted in ensuing sub-paragraphs. Training is to

be completed within one month of completion of inspection acceptance activity by the inspection [illegible]

Operators Training 05 x [illegible] to be trained at its premises for 02 x working days by the Supplier within 30 days of inspection and acceptance. All nominated [illegible] operate [illegible] operation of the complete vehicle and its exploitation by the end of second week of acceptance of the Vehicle.

Maintainer Training 05 x Maintainers to be trained at its premises for 05 x working days by the Supplier within 30 days after inspection and acceptance. All nominated maintainer should have sufficient technical knowledge to maintain the [illegible]

41 **COMPARISON:** The bidders are to provide a comparative chart clearly showing the [illegible] be highlighted and justified.

42 [illegible] the [illegible] of stores of this contract are firm and final. The stores must be of brand new manufacture.

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

1. Name: ____________
2. [illegible] ____________
3. Address (Residential): ____________

____

____
4. Designation in Firm: ____________
5. CNIC: ____________
6. NTN: ____________
(Attach Copy of NTN)
7. Firm's Address: ____________

____

____
8. Date of Establishment of Firm: ____________
9. Firm's [illegible] companies
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach [illegible] 1,2,3,4,5 and 6 of each partner)

(Kindly [illegible])