Tender Covering Form

Directorate of Procurement (Navy)

Through Bahria Gate

Near SNID Center, Naval Residential Complex, E-8, Islamabad Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section

Tender N	No & Date			
Tender D	Description			
IT Openi	ing Date			
Firm Nar	me			
Postal A	ddress			
Email Ad	ddress for Correspondence			
	Person Name			
	Number (Landline			
	ents to be Attached with Quotation		,	
Firm is t	to submit its proposal in a sealed envelope s as per details given below:	e which shall con	tain 03 x Seale	d
This en	Envelop 1 – Technical Offer in Duplicate velope must contain 02 x sets of Technical Collowing documents as per this order and Sise documents have been attached:			
S No	Document		Original Set	Copy Set
1.	Bank Challan			
2.	Principal Authorization Letter (where applic	cable)		
3.	Principal Invoice (Muted – without Price) (w			
4.	DP -1 Form of IT (with compliance remarks			
5.	DP – 2 Form of IT with compliance rema	rks against each		
6.	Technical Offer / Specs			
7.	Annexes of IT			
8.	DP-3 form of IT (dully filled & signed)			
9.	DGDP Registration Letter (If firm is register	ed with DGDP)		
10.	Income Tax Filling Proof			
11.	Sales Tax Registration Proof			
<u>Sealed</u>	Envelop 2 – Earnest Money			
	This Envelop must contain Earnest Money	only.		
Sealed	Envelop 3 – Commercial Offer			
	This Envelop must contain following docum	nents:		
1.	Firm's Commercial Offer	01 x Original		
2.	Principal Invoice (where applicable)	01 x Original		
3.	Dully filled DP-2 Form of IT	01 x Original		

Firm's Declaration

It is certified that we have submitted tender in compliance with above instructions and we understand that our offer is liable to rejection if tender is not prepared / packed as per above instructions.

DIRECTORATE PROCUREMENT (NAVY)

	Fender No Directorate of Procurement (Navy) Fhrough Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, slamabad Contact: Reception: 051- 9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk		
M/s	adpn32@paknavy.gov.pk		
Date _			
INVITATION TO TENDER AND GENERAL INS	TRUCTIONS		
Dear Sir / Madam,			
1. DP (Navy) invites you to tender for the services as per details given in attached Scheduce. 2. <u>Caution</u> : This tender and subsequent the successful bidder is governed by the rules / Rules-2004 and DPP&I-35 (Revised 2019) cover of contracts laid down by MoDP / DGDP. As a upon you and your firm to first acquaint you (www.ppra.org.pk) and DPP&I-35 (Revised 2019) and DPP&I-35 (Revised 2019) from DGDP Registration Cell on Phone No. 050 the tender. If your firm / company possesses recapability, you must be registered or willing to award of contract, which shall be made after secrequired registration documents mentioned in Page 1.	alle to Tender (Form DP-2). At contract agreement awarded to conditions as laid down in PPRA ering general terms & conditions a potential bidder, it is incumbent ourself with PPRA Rules 2004 (19) (print copy may be obtained 1-9270967 before participating in equisite technical as well financial register with DGDP to qualify for ecurity clearance and provision of	Understood agreed	Understoo not agreed
3. Conditions Governing Contracts. The I/T (Invitation to Tender) i.a.w PPRA Rules 2 entered into between the parties i.e. the 'Directorate General Defence Purchase (DG accordance with the law of contract Act, 1872 Purchase Procedure & Instructions and DP-35 conditions that may be added to given contract to Services specified herein.	2004 shall mean the agreement Purchaser' and the 'Seller' on DP) contract Form "DP-19" in and those contained in Defence (Revised 2019) and other special	Understood agreed	Understo
4. <u>Delivery of Tender.</u> The tender doc commercial offers are to be furnished as under:-			
a. <u>Commercial Offer.</u> The offer will be quoted in figures as well as in words in	· · · · · · · · · · · · · · · · · · ·	Understood agreed	Understo not agree

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 FATs Local Training, Foreign Training, Installation Commissioning, Services Taxes etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

b. <u>Technical Offer: (Where Applicable).</u> Should contain all relevant specifications in <u>DUPLICATE</u> (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 not agreed

Understood

agreed

Understood

not agreed

S.No	Technical requirement per IT	as	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	availability of

(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. <u>Special Instructions.</u> Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.
- d. Firms shall submit their offers in two separate envelopes (i.e. two copies of commercial offer and two or more copies of the technical offer 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 the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be 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. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understood e. agreed not agreed (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. f. The tender duly sealed will be addressed to the following:-**Directorate of Procurement (Navy)** Through Bahria Gate, Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Reception: Contact: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk **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. Understood Understood agreed not agreed 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 051-9262302 well before the opening date / time. **Tender Opening.** Tenders will be opened as mentioned in the schedule to Understood Understood agreed not agreed tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. The validity period of quotations must be indicated and should Understood Understood invariably be 120 days from the date of opening of commercial offer or agreed not agreed 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. b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any gty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount. Understood Understood Firm may quote for the whole or any portion, or to state in Part Bid. agreed not agreed 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

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8.

accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted. Quoting of Rates. Only one rate will be quoted for entire quantity, item Understood Understood agreed not agreed wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). 10. Return of I/T. ITs are to be handled as per following guidelines: Understood Understood agreed not agreed For registered firm(s), case will be referred to DGDP for necessary a. administrative action if firms registered / indexed for tendered items/stores do not quote / participate. b. 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. Understood Understood 11. Withdrawal of Offer. Firms shall not withdraw their commercial agreed not agreed 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. 12. **Provision of Documents in case of Contract.** Understood In case any firm Understood agreed not agreed wins a contract, it will deposit following documents before award of contract: a. Proof of firm's financial capability. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. Principal/Agency Agreement. C. Registration with DGDP (Provisional Registration is mandatory) d. 13. **Treasury Challan.** Offers by registered firms must be accompanied with a Challan Attached Not Attached form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan. b. Firms, un-registered / un-indexed with DGDP (Registration Section) are to acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP). Earnest Money/Tender Bond:- Your tender must be accompanied by a Attached Not Attached Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

- a. Rates for Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of **Rs. 0.500 Million**.
 - (ii) <u>Registered/Pre-Qualified but Un-indexed Firms</u>. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of **Rs. 1.000 Million**.
 - (iv) <u>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper / insufficient in violation of IT condition.
- b. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

c. Return of Earnest Money

- (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- (ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).
- **15.** <u>Documents for provisional registration:</u> In case your firm wins a contract on Earnest Money (EM), it will deposit following documents to DGDP (Registration Section) before the award of contract for provisional registration:-

S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
C.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form
f.	Bank Statement for last one year.	Financial standing/audit balance sheet
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency	Agency Agreement in case of

Understood	Understood
agreed	Not agreed

	Agreement in case of local agent. Trading House/ Company/ Exporter /Stockiest etc.		
nspe	Inspection Authority. CINS, Joint Inspection will be carried out by Consignee & Specialist User or a team nominated by Pakistan Navy. CINS ction shall be as prescribed in DPPI-35 and PP & I (Revised 2019) or as per of the contract.	Understood agreed	Understood not agreed
17. Warra	<u>Condition of Stores.</u> Brand new stores will be accepted on Firm's inty/Guarantee Form DPL-15 enclosed with contract.	Understood agreed	Understood not agreed
18. subm	<u>Documents Required.</u> Following documents are required to be tted along with the quote:	Understood agreed	Understood not agreed
	a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.		
	b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.		
	c. Original quotation/Principal/OEM proforma invoice.		
	d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.		
	e. Submit breakup of cost of stores/services on the following lines:		
	 (i) Imported material with break down item wise along-with import duties. (ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable: (1) General Sales Tax (2) Income Tax (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable. (4) Any other tax/duty. (iii) Fixed overhead charges like labour, electricity etc. (iv) Agent commission/profit, if any. (v) Any other expenditure/cost/service/remuneration as asked for in the tender. 		
19. of cor	Rejection of Stores/Services. The stores/services offered as a result stract concluded against this tender may be rejected as follows: a. 1 st rejection on Govt. expense b. 2 nd rejection on supplier expense	Understood agreed	Understood agreed

c. 3 rd rejection contract cancellation will be initiated.		
20. Security Deposit/Bank Guarantee. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedule Bank 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 CDR/Bank Draft/Pay Order. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.	Understood agreed	Understo
21. <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 & understood for strict compliance: a. Integrity Pact shall be applicable to all tenders / contracts	Understood agreed	Understoo
irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk		
b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.		
c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.		
22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).	Understood agreed	Understood not agreed

DP(N) m OEM pr mentione and whe Contract	re-shipment Inspection. PN may send a team of officers including nember for the inspection of major equipments and machinery items at remises as per terms of contract. If not already provided for and red in the I.T, firm(s) must clarify the place, number of persons, duration ether expenses on such visits would be borne by the Purchaser or or. In case contractor is responsible for bearing such expenses, detailed wn of the same should be given separately in the commercial offer.	Understood agreed	Understood not agreed
fresh cla	mendment to Contract. Contract may be amended/modified to include ause (s) modify the existing clauses with the mutual agreement by the and the purchaser; such modification shall form an integral part of the	Understood agreed	Understood not agreed
concerne	iscrepancy. The consignee will render a discrepancy report to all ed within 60 days after receipt of stores for discrepancies found in the ment. The quantities found short are to be made good by the supplier, ost.	Understood agreed	Understood not agreed
26. <u>P</u> r	rice Variation. Prices offered against this tender are to be firm and final.	Understood agreed	Understood not agreed
27. <u>F</u>	orce Majeure.		
W aç or sh sa ci m	The supplier will not be held responsible for any delay occurring in upply of equipment due to event of Force Majeure such as acts of God, /ar, Civil commotion, Strike, Lockouts, Act of Foreign Government and its gencies and disturbance directly affecting the supplier over which events reircumstances the supplier has no control. In such an event the supplier hall inform the purchaser within 15 days of the happening and within the ame timeframe about the discontinuation of such recumstances/happening in writing. Non-availability of raw material for the anufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.	Understood	Understood not agreed
	The Supplier shall provide the Purchaser with all the necessary roof of the occurrence of the events and its effect on the contract erformance within 30 days from the start to force majeure event.		
C.	The Purchaser shall be entitled to conduct investigation into the ause of delay reported by the Supplier.		
	Where the delay was due to genuine force majeure event it shall stend the delivery for a period of equal to the period in which such force ajeure remains operative.		
e. er	Such extension in delivery period, due to force majeure, shall not ntitle the Suppliers to claim any extra from the Purchaser.		
	B. <u>Arbitration.</u> Parties shall make their attempt to settle all disputes rising under this contract through friendly discussions in good faith. In the vent that either party shall perceive such friendly discussion to be	Understood agreed	Understood not agreed

marking insufficient progress towards settlement of dispute(s) at any time, then such party may be written notice to the other party to refer the dispute (s) to final and binding arbitration as provided below:

- The dispute shall be referred to Secy (DP) for his discussion.
- The venue of arbitration shall be the place as the Purchaser b. at his discretion may determine.
- Decision of Secy (DP) shall be final and binding on both the parties.
- d. In course of arbitration, the contract shall be continuously be executed except that part which is under arbitrating.
- All proceedings under this clause shall be conducted in

English language and writing.		
29. <u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdiction at Islamabad, Pakistan shall have jurisdiction to decide the matter.	Understood agreed	Understoo 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 DP-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.	Understood agreed	Understo not agree
31. <u>Risk Purchase.</u> In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.	Understood agreed	Understo
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	Understo
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	Understoo
34. <u>Termination of Contract.</u>	Understood	Understoo

If at any time during the currency of the contract the Purchaser

decides to terminate the contract for any reason whatsoever (other than

agreed

not agreed

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

- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
 - (i) To have any part thereof completed and take the delivery thereof at the contract price or.
 - (ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.
 - (iii) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.
- c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

35.	Rights Reserved.	Directorate	of	Procurer	ment	(Navy),	Islamabad
reserv	es full rights to ac	cept or reject	any	or all c	offers	including	the lowest.
Groun	ds for such rejection	ns may be co	omm	unicated	to the	e bidder u	ipon written
reques	st, but justification fo	r grounds is no	ot re	quired as	per F	PRA Rule	33 (1).

36. <u>SECRECY/ NON DISCLOSURE AGREEMENT (NDA)</u> .	The Purchaser
and the Contractor undertake and agree to exercise their best e	efforts to prevent
any unauthorized person(s) from gaining access to drawing offic	es or workshops
or other premises where the supplies are being designed	i, manufactured,
constructed, stored and/ or outfitted.	

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

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

The secrecy obligations above are supplementary to those contained in any agreement between the Pakistan Navy on behalf of the Purchaser, whereby the

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Understood agreed	Understood not agreed

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Understood

obligations pursuant to above shall be subject to the Pakistan law regarding the custody and protection of classified matter.

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

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

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

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

37. Acknowledgment. Firms will send acknowledgement slips within 07 days Understood from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk

Understood Understood agreed not agreed

agreed

Understood

not agreed

- 38. **<u>Disqualification.</u>** Offers are liable to be rejected if:-
 - Received later than appointed/fixed date and time. a.
 - Offers are found conditional or incomplete in any respect. b.
 - There is any deviation from the General /Special/Technical C. Instructions contained in this tender.
 - Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.
 - Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
 - Treasury challan is NOT attached with the offer. e.
 - Multiple rates are quoted against one item. f.
 - Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
 - Subject to restriction of export license.
 - (commercial/technical) Offers k. containing non-initialed/ unauthenticated amendments/corrections/overwriting.
 - If the validity of the agency agreement is expired.
 - The commercial offer against FOB/CIF/C&F tender is quoted in m. local currency and vice versa.

- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.
- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.
- 39. <u>Appeals by Supplier/Firm.</u> Any aggrieved Supplier/Firm against the decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

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

40.	Limitation.	Any appeal receiv	ed after the	lapse of	timelines	given i	n para
39 ab	ove shall not	be entertained.		•			-

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

- 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:
 - a. NTN
 - b. Income Tax Return
 - c. Sales Tax Return
 - d. Sales Tax Certificate
 - e. Chamber of Commerce Industry Certificate
 - f. Professional Tax Certificate (Excise & Taxation)
 - g. Office/Home/Ware House Property documents
 - h. Utility Bills (Phone/Electricity)
 - j. Firm Vehicle/Personal Vehicle
 - k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
 - I. DGDP Registration letter
 - m. Firm Bank Statement

Understood agreed	Understood not agreed
Understood agreed	Understood not agreed

Understood

Understood not agreed

	q.	Police Verification			
	r.	Agency Agreement			
	s.	OEM Certificate			
	t.	ISO Certificate			
	u.	Stock List with value			
	V.	Company Profile/Broachers	3		
	W.	Employees List			
	X.	Firm Categories			
	у.	Sole Proprietor Certificate			
	Z.	Partnership Deed			
	aa.	Pvt Limited			
	ab.	Memorandum of Articles			
	ac.	Form 29 and Form A			
	ad.	Incorporation Certificate			
_	d" sha	II not be changed / withdrawr	IT clauses marked as "Understood & n after tender opening. The IT provisions sequent contract negotiations.	agreed	
44.	4. The above terms and conditions are confirmed in total for acceptance.				
45.	Forma	at of DPL-15 (warranty form)	and PBG are enclosed as Annex A & B.		
			Sincerely yours,		
			(To be Signed by Officer Concerned) Rank:		
		ı	NI A NAIT :		
		ľ	N AME:		

Understood not agreed

Non Black List Certificate 2 X Witness + CNIC and Mobile Numbers

n. p.

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 <u>01 Year</u> 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)			
(iv)	Name of Guarantor		
	Address of Guarantor		
. ,			
()
•		(in words)	·
(vii)	Date of expire of Guarantee	9	
		c Republic of Pakistan thro (Defence Purchase) Rawalpir	
Sir,			
1.	Whereas your good self ha	ve entered into Contract No.	dated
	with Messer's		
	(Full Name a	and Address)	
custo	omer to your good self for a	f unconditional Bank Guaranton sum of Rsapplicable)	
	In compliance with this stip	ulation of the contract, we here	by agree
	ence to our Customer and	onally on demand and/or winder amount not exceeding the sumer of the s	um or Rs. applicable)
writte	en Demand Notice.		
b.	To keep this Guarantee in f	orce till	
year store Cust if an unde the I there recei	ahead of the original/extenders which so ever is later in durantee i.e. M/sy must be duly received by a this Bank Guarantee shall of last date of the validity of eafter shall not be entertained by of payment under this	ank Guarantee shall be kepted delivery period or the warranteration on receipt of information or from your officus on or before this day. Ocease on the closing of banking this Bank Guarantee. Claim by whether you suffer a loss of guarantee, this document led, discharged and returned to	ntee of the of from our ce. Claim, our liability on received or not. On i.e. Bank

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

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

VIr	Autnorized signatory
Partner/MD of M/s	, do hereby solemnly affirm to DGF
(Army), DP (Navy), DP (Air) and	Directorate General Defence Purchase, Ministry
of Defence Production, Rawalpir	ndi that our firm M/s
has applied for registration with D	Director General Defence Purchase (DGDP) duly
completed all the documents re	equired by registration section on
(date) i,e before signing the	contract. I certify that the above mentioned
applied for registration with Dire given above is incorrect, our firm debarring, the firm do business	is detected on any stage that our firm has no ector General Defence Purchase or statemen will be liable for disciplinary action initiated (i, with other Defence Establishment and Gov disciplinary action taken will not be challenged
	Signature
Station:	Name :
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABALE BY THE SUPPLIER OF GOODS, SERVICES & WORKS IN

Contract No. Contract Value: Contract Title:	
the procurement of any contract, rig benefit from Government of Pakistan	eclares that it has not obtained or induced ht, interest, privilege or other obligation or or any administrative subdivision or agency controlled by it (GoP) through any corrupt
commission, fees etc. paid or payable and shall not give or agree to give directly or indirectly through any natuagent, associate, broker, consultant, subsidiary, any commission, gratifica described as consultation fee or coinducing the procurement of a contra	at it has fully declared the brokerage, e to anyone and not given or agreed to give to anyone within or outside Pakistan either trail or juridical person, including its affiliate, director, promoter, shareholder, sponsor or tion, bribe, finder's fee or kickback, whether otherwise, with the object of obtaining or act, right, interest, interest, privilege or other from Government of Pakistan(GoP), except
agreements and arrangements with transaction with GoP as referred to a	s made and shall make full disclosure of all all persons in respect of or related to the above and has not taken any action or shall ake any action to circumvent the above ty.
making any false declaration, not ma taking any action likely to defeat the and warranty. It agrees that any con benefit obtained or procured as afo	full responsibility and strict liability for king full disclosure, misrepresenting facts or purpose of this declaration, representation ntract, right, privilege or other obligation or resaid shall, without prejudice to any other under any law, contract or other instrument,
agrees to indemnify GoP for any loss the corrupt business practices of M/s	nt equivalent to ten time the sum of any r's fee or kickback given by M/s
f. Procurement of any contract, benefit in whatsoever from GoP.	right, interest, privilege or other obligation or
[The Buyer]	[The Supplier]

<u>UNDERTAKING</u>
(To be given on affidavit dully attested by Oath Commissioner/Magistrate)

1.	I	
	(Name & A	ppointment)
on b	ehalf of	
	(Name for Firr	m / Contractor)
	(With address and	Telephone Number)
1923 or al imme comp	B and the conditions contained there ny employee of the firm, in addition ediate cancellation of the contract	de by the provision of Official Secrets Act in. Breach of these provisions on my part in to any penalty under law, will render and may lead to legal action beside any other business cocern considered in risk.
this abov Infrin	rotect classified information contain become essential to disclose the re to sub contractor (OEM), approv	eccepts full responsibility and strict liability ed in the contract however in any case information classified as confidential or val from the purchaser shall be sought. Intract termination apart from legal action as per contract.
		SigStatus/AppointmentPlaceDate
1.	Signature of Witness Name (in Block capital) CNIC No (Please attach photocopy) Address	Seal & Date
2.	Signature of Witness Name (in Block capital) CNIC No (Please attach photocopy) Address	

INVITATION TO TENDER FORM

- 1. Schedule to Tender No. DCM/2490318/R-2501/320295 dated _____. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 03-06-2025. Please drop tender in the Tender Box No 202.
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY/ UNIT	P/UNIT PRICE	TOTAL PRICE
1.	SPINNER BLAST MACHINE	01 No		
	DETAILED SPECIFICATIONS: As per Annex "A"			
	GENERAL REQUIREMENTS / CONDITIONS As per Annex "B"			
Check FOR/FOB case above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes		No

Note: All participating firms are required to read DP(N) requirement carefully and provide compliance against IT. No amendment will be made after submission of proposals without provision of documentary evidence.

Terms & Conditions

1. Terms of Payment. As per Annex "B" (Para-2) of IT

2. **Origin of Stores.** To be indicated by the firm

3. Origin of OEM. As per Annex "A" (Para-3) of IT

4. <u>Technical Scrutiny Report.</u> Required.

5. <u>Delivery Period.</u> As per Annex "B" Para-1 of IT

Trade Link between firm and OEM.

7. **Currency.** Pak Rupees.

8. Basis for acceptance. FOR Karachi Basis

9. <u>Bid validity.</u> The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial 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.

- 10. <u>Tendering procedure</u> Single Stage- Two Envelopes bidding procedure will be followed. PPRA Rule 36 (b) refers.
- 11. <u>Earnest Money/Tender Bond</u>:- Your tender must be accompanied by a **Call Deposit Receipt (CDR)** in favor of CMA (DP) in separate envelope, Rawalpindi for the following amounts:
 - a. Rates for Contract. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
 - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.
 - b. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

c. Return of Earnest Money

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

12. **Special Note**.

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

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.
- b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached **in separate**

envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot. Tender Opening Board is authorized to check earnest money. AUTHORIZATION LETTER IS MANDATORY FORM YOUR PRINCIPAL FIRM AT THE TIME OF PARTICIPATION IN TENDER.

- h. Under taking on stamp paper w.r.t adequacy of submitted earnest money is also be enclosed.
- j. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- k. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- I. 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.
- m. In case of multiple options quoted by firm, offer will be rejected.

NOTE: IN CASE OF FAILURE TO COMPLY ABOVE INSTRUCTIONS, TERMS AND CONDITIONS, OFFER WILL LIABLE FOR REJECTION.

1.	-	ailed Specifications PE OF SUPPLY:	
	300	FE OF SOFFET.	
	SPIN	INER BLAST MACHINE	
2.	Tec	hnical Specifications (Model: PIPE	E PRO XL (16"-60") or Equivalent)
	a.	Pipe Size Range:	16" to 60"
	b.	Power Source:	Pneumatically operated (Air Motor Driven)
	c.	Blast Head Rotation:	360°
	d.	Nozzle Type:	Supports Short or Long-Venturi Nozzles
-	e.	Blast Nozzle Count:	02 Mounted on Rotating Head
	f.	Speed Control:	Variable speed, adjustable with air valve
	g.	Carriage:	Adjustable Carriage with Urethane Wheels
	h.	Weight:	36 lbs (approx)
	j.	Air Consumption:	400-600 CFM Depending on Nozzle Size
	k.	Operating Pressure:	80-120 psi
	ι.	Max Blast Pressure:	120 psi
	m.	Recommended Abrasive Size:	30-60 mesh
-	n.	Applications:	Internal Pipe Blasting for Preparation and Coating
3.	ACC	EPTABLE MAKES	
	M/s	CLEMCO Industries USA or Equival	ent.
4.	Req		ould be recently manufactured/ fresh batch as



S. No.	General Requirements/Conditions
1.	DELIVERY SCHEDULE
	The equipment/stores/accessories/tools are to be delivered 'FOR Karachi' within 06 months from the date of signing of contract.
2.	PAYMENT TERMS:
	a. As per DPP&I-35 (Revised 2023) or as decided by DP(N).
	b. 60% payment on completion of following:
	(1) Delivery at FOR Karachi alongwith tools/stores. (2) Joint Inspection. (succenful)
	(3) Provision of documents.
	c. 20% payment on successful completion of Installation/ Integration/ STW/ Commissioning of equipment/ machinery at purchaser site complying all specifications/ acceptance criteria and issuance of EIUC by end user.
	d. 20% payment on satisfactory conduct of operator, basic maintainer training of PN team and issuance of CRV by Consignee.
3.	WARRANTY/GUARANTEE
	Supplier is to guarantee that product is as per specs of the contract.
	 Complete equipment including accessories are to be warranted by the supplier for a period of 01 year, for all defects from the date of final acceptance by PN.
	c. The supplier is to guarantee that all the items supplied under the terms of thi contract are of the latest version, OEM certified and brand new. Stores, which are no procured directly from OEM or his authorized Dealer/ Agent/ Stockiest, will not be acceptable.
	d. The supplier is to guarantee that materials used, whether or not of his manufacture conform to the international quality standards for such equipment.
	e. Post delivery, the supplier will replace without any additional cost within 30 day every article or part thereof which before use or in use shall be found defective/damaged or
	not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection.
	f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost in the currency in which received along with a reasonable compensation as claimed by PN.
4.	PERFORMANCE BANK GUARANTEE (PBG)
	To ensure timely and correct supply of stores, the firm will furnish an irrevocable and un conditional Performance Bank Guarantee within 30 days of signing of the contract from scheduled bank of Pakistan for an amount equal to 10% of the total value of the contract (on a Judicial Stamp Paper) of appropriate value as per prescribed format. It shall remain in force till 60 days beyond completion of warranty period.

L'OGISTIC SUPPORT

Manufacturer/ OEM/ supplier is to certify that the spares support for the supplied equipment will be available for at least 8-10 years.

6. DOCUMENTATION:

- a. Two sets of following original documents are to provided by the firm for each process:
 - Operator Manuals and Parts Catalogue.
 - (2) Maintenance Manual containing Maintenance Routines.
- b. Supplier is to provide following documentation at the time of inspection:
 - (1) Firm's Warranty/Guarantee on form "DPL-15" for functionality/serviceability of the item(s).
 - (2) OEM's "Certificate of Conformity" indicating following:
 - (a) Description of store alongwith quantity.
 - (b) Part/ Pattern No. of store.
 - (c) Manufacturer identification (Name, Address and Contact No).
 - (d) Date/ period of manufacturing.
 - (e) List of Nos. (Serial, Batch or Lot) as endorsed/ engraved on the stores (as applicable).
 - (f) Details of third party testing authority (if their services used).
 - (g) List of safety/ regulatory standards (as applicable).
 - (h) Conformance to standard/ specifications quoted in the contract.
 - (3) OEM Test Certificate.
- Photocopies of documentation will not be accepted.

7. ADDITIONAL INSTRUCTIONS

Certification Requirement

- a. Supplier/ OEM will confirm through OEM certificate at the time of supply/ delivery of the equipment at NSD that equipment being supplied is proven equipment.
- Supplier through certificate is to confirm that he will 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 will be provided at the time of delivery of stores.
- d. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized Dealer/ Agent/ Stockist will not be acceptable.

Certificate of Conformance by OEM

e. 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(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/ firms retendering false OEM conformance certificates will be black listed. OEM's CoC must have following information:

- (1) Description of store 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 endorsed/ engraved on the stores (as applicable).
- (6) Details of third party testing authority (if their services used).

(7) List of safety/ regulatory standards (as applicable).

(8) Conformance to standard/ specifications quoted in the contract.

Provision of Brochure

f. The OEM brochure/ Operator manual/ Maintenance Manual of the equipment containing all technical details is to be provided by the supplier alongwith technical offer.

Technical Rejection

g. In case of non-compliance to any of the clause of Annex A to IT, offer is subject to technical rejection.

Obtaining of Licenses

h. It is the responsibility of the supplier to obtain licenses/permits etc (if any) in the seller's country. Failure to obtain the same shall not constitute grounds for Force Majeure.

Packing

 Packing of equipment should be of international quality standards to be worthy of air, sea, rail and road transportation.

Joint Inspection Committee

k. Reps of CINS, HE SM Deptt, NSD and supplier to carry out joint inspection of delivered equipments/stores at NSD within 15 days of receipt of stores by PN.

Origin of Supply

 Supplier in his" Offer/ Quotation" is to specifically mention country of origin for the stores which will be subsequently endorsed in the "Contract". Origin of the equipment should be preferably from Imported (other than India & Israel) with OEM CoC.

Discontinuation of Production

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

Quality Standards

- n. The equipment and accessories are manufactured and assembled in accordance with Western EU standards or equivalent. The Quality standards compliance certificate is to be submitted with the offer.
- p. OEM be ISO or own country's (in case of Western EU) standards certified. Certificate to this effect of OEM is to be provided by supplier while exact mentioning of ISO

classification and own country (in case of Western EU) standards, at the time of supply/delivery of the equipment at NSD.

Discrepancy

q. The consignee will render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, without any additional cost on DDP at consignee's warehouse within 30 days.

Penalty

- r. The Seller before making the shipment will 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, the buyer has the right to out rightly reject the equipment or impose penalty at the rate of 2-5 % of the value of the relevant equipment/item.
- s. The penalty shall not absolve the Seller to undertake the repairs in Pakistan or on board at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/guarantee obligations on Form DPL-15.

Liquidated Damages (LD)

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

8. ACCEPTANCE CRITERIA

- The equipment will not be acceptable in case of the following:
 - (1) Equipment specifications are not as per Annex 'A'.
 - (2) Documentation at Para 6 of Annex 'B' not provided.
 - (3) Para 7 (a to d) "Certification Requirement" at Annex 'B' are not met.
 - (4) Commissioning is not completed to the satisfaction of end user in accordance with OEM approved/recommended procedures (As mutually agreed).
 - (5) Confirmation of performance and functions in not same as given in the contract and relevant documentation/manuals.
- b. The final acceptance certificate will be signed by PN within 01 week only after successful completion of all acceptance trials to the entire satisfaction of PN.

INSTALLATION/ COMMISSIONING/ STW

a. Installation/ commissioning/ STW of the system/ equipment are to be arranged within 20 days of supply of equipment by the supplier at installation site (indicated by HE

SM Deptt) through OEM or their authorized rep(s).

Commissioning charges (if any) to be mentioned separately in the commercial bid.

10. TRAINING

- a. 03 days On Job Training (Operators/ Maintainers) for 05 number of PN personnel without any additional cost to be arranged by the Supplier/ OEM prior to equipment commissioning at HE SM Deptt, so that trained personnel are capable of:
 - Operating system to its full capabilities, while ensuring all safety aspects of system/equipment.
 - Carrying out all types of maintenance routines including major overhaul.
 - (3) Carrying out fault diagnosis and rectification of the equipment.
 - (4) Setting to work, trial and commission equipment after routine maintenance and repair.
 - (5) The Supplier shall provide computer based training CDs/ DVDs alongwith hard copies of training material.

11. BUY BACK

The seller will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Buyer, within 05 years from the final acceptance of the equipment/ system.

12. TERMINATION

- a. If at any time during the currency of the contract Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.
- b. In the case of remainder of the undelivered stores/goods/services the Purchaser malelect either to have any part thereof completed and take the delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such a case materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser.
- c. No payment shall however be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received.
- d. Should the Supplier fail to deliver goods/services in time as per terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

13. ADDITIONAL PURCHASE

Supplier is to agree that in case Purchaser wishes to buy additional quantity/ number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the equipment at the cost by calculating inflation rate/ appreciation or depreciation rate announced by Government of Supplier's country. The Supplier may however sell stores at a lower cost.

END USER CERTIFICATE (EUC)

End User Certificate for OEM/ Supplier to export the system to Pakistan shall be provided by Purchaser within 30 days after signature of contract by both the parties (if required by Supplier).

15. COMPENSATION ON BREACH OF CONTRACT

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

16. RISK & EXPENSE (R/E)

In the event of failure on the part of supplier to company with the contractual obligations the contract will be cancelled at the Risk and Expense of the supplier in accordance with DPP&I-35 (Revised 2023).

17. ARBITRATION

- a. Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:
 - (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 shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws.
 - (2) The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine.
 - (3) The arbitration award shall be firm and final and binding on both the parties to the contract.
 - (4) In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration.
 - (5) All proceedings under this clause shall be conducted in English language and in writing.

18. SECRECY

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

19. INDEMNITY

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

20. SUBLETTING

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

21. PRICE VARIATION

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

22. AMENDMENT IN THE CONTRACT

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

23. FORCE MAJEURE

- a. The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties and any events or circumstances on which the Parties has no control.
- b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties.
- c. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party of such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation 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 should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.
- e. Within reasonable time, the Party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.
- f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding

on the duration of such circumstances and consequences thereof.

- g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken inorder to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other Party (Seller).
- h. The Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of a force-majeure event.

24. COURT OF JURISDICTION

In case of any dispute, only court of competent jurisdiction at Rawalpindi/ Islamabad shall have the jurisdiction to decide the matter.

SOURCE OF SUPPLY

- Supplier in his "Offer/Quotation" is to clearly state whether equipment will be supplied directly from relevant OEM or OEM's authorized Dealer/Agent/Stockist.
- b. In case the equipment is being sourced through OEM's Authorized Dealer/Agent/Stockist, a documentary proof to this effect comprising OEM's Dealership Certificate in respect of Dealer/Agent/Stockist is to be provided by the supplier with following endorsements:
 - Certificate reference number with date.
 - Name of the authorized Dealer/Agent/Stockist.
 - (3) Last date/duration/period for validity of dealership.

26. INTEGRITY PACT

This contract is required to be supported by integrity pact as format at Appendix-II to Annex Bwhich is to be signed by Supplier and Purchaser at the time of signing of contract.

27. PRICE OF ALL DELIVERABLES

- a. The supplier should mentioned the price of all deliverables (i.e. Equipment, Services, Spares, Documentations, Test Bench/ Tools/ Test Equipment, Training, FATs (Factory Acceptance Trials), Installation/ Integration, Test/ Trials/ Commissioning (Harbour Acceptance Trials, Sea Acceptance Trials) etc where applicable) separately in financial quote. The same are to subsequently incorporated in the contract documents.
- b. In his quotation the supplier should separately mention the price as per following format:

2 MO	<u>Description</u> <u>Price</u>
(1)	Complete equipment
(2)	Mandatory accessories
(3)	Documentation price as per Para-6 (a to c) of Annex 'B' for original
documer	nts only.
(4)	Commissioning
DP (N)	s requested to ensure that commercial offer clearly indicates above listed

c. DP (N) is requested to ensure that commercial offer clearly indicates above listed prices.

28. END USER

HE SM Deptt PN DOCKYARD

29.	DISTRIBUTION OF CONTRACT		
	Copies of the contract are to be forwarded to DCM (NHQ), DNME (NHQ), HQ COMLOG, HE SM Deptt, CO NSD, DBudget & CINS.		
30	CONSIGNEE		
,	The Commanding Officer Naval Store Dept at PN Dockyard. KARACHI Ph: 48508500 E-Mail: CCD-I@PAK.NAVY.COM		



APPENDIX-II TO ANNEX 'B'	
CONTRACT NO.:	1
DATED:	

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

Contract No		DATE
Contract Value:		
Contract Title:		for Pakistan Navy
procurement of any of Government of Pakistan	intract, right, interest, privi	nat it has not obtained or induced the ilege or other obligation or benefit from ision or agency thereof or any other entity by corrupt business practice.
and warrants that it ha anyone and not given o outside Pakistan either affiliate, agent, associ subsidiary, any commiss consultation fee or oth contract, right, interest.	s fully declared the brokerage agreed to give and shall not directly or indirectly through a ate, broker, consultant, dire ion, gratification, bribe, find erwise, with the object of o	represents e, commission, fees etc, paid or payable to give or agree to give the anyone within or any neutral or juridical person, including its ector, promoter, shareholder, sponsor or der's fee or kickback, whether described a obtaining or inducing the procurement of a or benefit in whatsoever form, from the Gov lared pursuant hereto.
agreements and arrange	ments with all persons in respe taken any action or shall no	s made and shall make full disclosure of al ect of or related to the transaction with Gov ot take any action to circumvent the above
declaration, not making the purpose of this dec interest, privilege or ot prejudice to any other r	full disclosure, misrepresenting aration, representation and we her obligation or benefit obtain	ibility and strict liability for making any falsing facts or taking any action likely to defeat warranty. It agrees that any contract, right ined or procured as aforesaid shall, without Govt of Pakistan under any law, contract of Pakistan.
Supplier] agrees to inde its corrupt business pra equivalent to ten times	nnify Govt of Pakistan for any ctices and further pay compethe sum of any commission, gas as at of any contract, right, interest.	by Govt of Pakistan in this regards, [the loss or damage incurred by it on account or ensation to Govt of Pakistan in an amount gratification, bribe, finder's fee or kickback aforesaid for the purpose of obtaining or rest, privilege or other obligation or benefit
[The Purchaser]	n	The Supplier]

APPENDIX-I to Annex 'B'

UNDERTAKING

(To be given on affidavit dully attested by Oath Commissioner/Magistrate)

1.		
	(Name & Ap	ppointment)
on be	ehalf of	
	(Name for Firn	n / Contractor)
	(With address and 7	Telephone Number)
or an imme comp	and the conditions contained thereing employee of the firm, in additional ediate cancellation of the contract	e by the provision of Official Secrets Act n. Breach of these provisions on my part n to any penalty under law, will render and may lead to legal action beside any other business cocern considered n risk.
this t above Infrin	otect classified information contained become essential to disclose the it to sub contractor (OEM), approv	ccepts full responsibility and strict liability and in the contract however in any case information classified as confidential or all from the purchaser shall be sought. It is attract termination apart from legal action as per contract.
		SigStatus/AppointmentPlaceDate
1.	Signature of Witness Name (in Block capital) CNIC No (Please attach photocopy) Address	Seal & Date
2.	Signature of Witness Name (in Block capital) CNIC No (Please attach photocopy) Address	

DP	-3

	NAME OF THE FIRM DGDP REGISTRATION NO ADDRESS TELEPHONE NO OFFICIAL E-MAIL FAX NO MOBILE NO
THE DIRECTOR OF PROCUREMENT (SECTION P-32) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk	
DEAR SIR	DATE
IN SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION ACCEPTANCE OF TENDER AT THE PRICES OFFERED AGAINST THAT THIS OFFER WILL REMAIN VALID UP TO 120 DAYS AND TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY SIVE SHALL BE BOUND BY A COMMUNICATION OF ACCEPRESCRIBED TIME. 2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDER CONTRACT IN FORM NO. DP-35 (REVISED 2002) INCLUDED OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GONDITIONS GOVERNING CONTRACTS" AND HAS SPECIFICATIONS/DRAWINGS AND/OR PATTERNS QUOTED IN AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OIN ACCORDANCE WITH THE REQUIREMENTS.	THE SAID SCHEDULE AND FURTHER AGREE D WILL NOT BE WITHDRAWN OR ALTERED IN STATED THEREIN OR ON BEFORE THIS DATE. EPTANCE TO BE DISPATCHED WITHIN THE RS AND GENERAL CONDITIONS GOVERNING IN THE PAMPHLET ENTITLED, GOVERNMENT GENERAL DEFENCE PURCHASE) "GENERAL AVE THOROUGHLY EXAMINED THE THE SCHEDULE HERETO AND AM/ARE FULLY
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FORM	PART OF THIS TENDER:
A	
,	Yours faithfully,
	(SIGNATURE OF TENDERER)
, , ;	(CAPACITY IN WHICH SIGNING) ADDRESS: DATE SIGNATURE OF WITNESS
*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CO	ONNECTED WITH A CONTRACT MUST SPECIFY:-

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

(g) Treasury Challan Form for tender Fees as applicable

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

IMPORTANT

Each column must be filled in with BLOCK CAPITAL LETTERS, 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 :	
	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. tach Copy of relevant CERTIFICATE)	
10.	In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).	
(Kiı	ndly fill in the above form and forward it under your own letter head with contact details)	