

Tender Covering Form
Directorate of Procurement (Navy)
Through Bahria Gate

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

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

Tender No and Date r2404360403
Tender Description Procurement & Installation of 16 x Shields Onboard MFBs alongwith accessories
IT Opening Date 16/05/2024
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:

<u>Sealed Envelop 1 – Technical Offer in Duplicate</u>			
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick against each to ensure that these documents have been			
S No	Document	Original Set	Copy Set
1	Bank Challan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))		
2	DP-1 Form of IT with tick mark against each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initiated on each page		
4	Annex A of IT duly filled (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filled & Signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	DRAP registration letter (in case of medical)		
10	DGDP Registration Letter (If firm is registered with DGDP)		
11	Tax Filling Proof		
<u>Sealed Envelop 2 – Earnest Money</u>			
This Envelop must contain Earnest Money only.			
<u>Sealed Envelop 3 – Commercial Offer</u>			
This Envelop must contain following documents:			
1	Firms Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	
3	Duly filled DP-2 Form of IT	01 x Original	

Firms Declaration

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

Firm's Authorized Signatures _____

DIRECTORATE PROCUREMENT (NAVY)

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

Contact: Reception: 051-9262311
 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

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

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

b Technical Offer: (Where Applicable). Should contain all relevant specifications in DUPLICATE (or as specified in IT) along with essential literature/brochure, drawings and compliance metrics in a separate sealed envelope and clearly marked "Technical Offer" without prices, with tender number and date of opening. Technical offer shall be opened first; half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:

Understood agreed Understood not agreed

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

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)

(Firms must clearly identify where their offer does not meet or deviates from IT Specs)

c Special Instructions. Tender documents and its conditions may 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.

Understood agreed Understood not agreed

d Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and envelopes clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address

of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

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

Understood agreed Understood not agreed

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

Directorate of Procurement (Navy)

Through Bahria Gate
Near SNIDS Centre,
Naval Residential

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

Section: 051-9262307
Email: dpn@paknavy.gov.pk
adpn36@paknavy.gov.

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

Understood agreed Understood not agreed

6 Tender Opening. Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date and time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004.

Understood agreed Understood not agreed

7. Validity of Offer.

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

Understood agreed Understood not agreed

b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.

8 Part Bid Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

10. Return of I/T. ITs are to be handled as per following guidelines:

Understood
agreed

Understood
not agreed

a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender.

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

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

- a. Proof of firms financial capability.
- b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
- c. Principal/Agency Agreement.
- d. Registration with DGDP (Provisional Registration is mandatory)

13. Treasury Challan.

Understood
agreed

Understood
not agreed

a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, 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 GDP (Registration Section) are to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).

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

Understood
agreed

Understood
not agreed

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

b. Rates for Contract. The rate of earnest money and its maximum 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).

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

Understood
agreed

Understood
not agreed

S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-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.r	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.

16. 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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

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

c. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax

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

(iv) Agent commission/profit, if any.

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

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

Understood
agreed

Understood
not agreed

a. 1st rejection on Govt. expense

b. 2nd rejection on supplier expense

c. 3rd rejection contract cancellation will be initiated.

2 0 . Rejection of Stores/Services. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

Understood
agreed

Understood
not agreed

2 1 . Integrity Pact. There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read and understood for strict compliance:

Understood
agreed

Understood
not agreed

a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpn@paknavy.gov.pk

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

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Respective Section Tel: 051-9271468 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.

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 Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

25. Discrepancy. The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood
agreed

Understood
not agreed

26. Price Variation.

Understood
agreed

Understood
not agreed

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

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

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

27. Force Majeure.

Understood
agreed

Understood
not agreed

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

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

c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.

d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.

e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

28. Arbitration. Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and binding arbitration as provided below:

Understood
agreed

Understood
not agreed

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

32. Compensation Breach of Contract. If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

Understood
agreed

Understood
not agreed

33. 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) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

Understood
agreed

Understood
not agreed

34. Termination of Contract.

Understood
agreed

Understood
not agreed

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

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

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

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

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

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

39. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the decision of DP (N) or 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:

Understood agreed Understood not agreed

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

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

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRM'S NAME M/s _____

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

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

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

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

SIGNATURE _____

DATE _____

PLACE _____

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

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

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

Sir

1. Whereas your good self have entered into Contract No.

_____ dated _____
with Messers _____

(Full Name and Address)

hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs. _____ Rupees/FE (as applicable) _____

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

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

b. To keep this Guarantee in force till _____.

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

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

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

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

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

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

Station: _____
Date: _____

Signature: _____
Name: _____
Appointment in Firm: _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1 Schedule to Tender No. 2390042r2404360403 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:05 Hours on 2024-05-16 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 16 x Shields Onboard MFBs alongwith accessories Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	16.0 NUMBERS		
Above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes		No
Grand Total				

Terms and Conditions

1. Terms of Payment As per Annex B
2. Origin of OEM TO BE INDICATED BY THE FIRM
3. Origin of Stores TO BE INDICATED BY THE FIRM
4. Technical Scrutiny Report Required
5. Delivery Period within 06 months of contract effecting date
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.

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

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

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

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

d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted along with payment documents.

e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.

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

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

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

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

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

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

DP-3

Tender No .r2404360403.....

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

To:

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

Dear Sir, 1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time. 2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in Form No. DDP&I (Revised-2019) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. 3. The following pages have been added to and form part of this tender:

- a.
- b.
- c.

YOURS FAITHFULLY,

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

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

- (a) Whether signing as “Sole Proprietor” of the firm or his attorney.
- (b) Whether signing as a “Registered Active Partner” of the firm or his attorney.
- (c) Whether signing for the firm “per procuracy”.
- (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

SPECIFICATIONS AND SPECIAL REQUIREMENT – PROCUREMENT & INSTALLATION OF SHIELDS ONBOARD MFBS ALONGWITH ACCESSORIES

S #	Description	Firm's Reply (Complied/ Partially Complied/ Complied	Reference to Attached Firm's Proposals/ Brochures						
Note:	<p><i>Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation</i> Firm is required to clearly mention Complied/ Partially Complied/ Not Complied remarks against each clause and qualify same through mentioning references in respective clause from the attached firm's technical proposals/ brochures as per following format:</p> <p style="margin-left: 40px;">a. Proposed System Weight: 40 to 60 KG</p>	Complied	Refer Para 3 of firm/ OEM technical proposals/ brochures						
1.	<u>Operation Requirement/ Purpose.</u> Anti Ballistic Shields are required for MFBS to protect troops during Ops at sea.								
2.	<p><u>Specifications</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Type</td> <td>Hard Armor Ballistic Shield</td> </tr> <tr> <td>Protection Level</td> <td>NIJ Level-III</td> </tr> <tr> <td>Weight</td> <td>< 20 Kg</td> </tr> </table>	Type	Hard Armor Ballistic Shield	Protection Level	NIJ Level-III	Weight	< 20 Kg		
Type	Hard Armor Ballistic Shield								
Protection Level	NIJ Level-III								
Weight	< 20 Kg								

Design/ Dimensions	As per MFBs		
Accessories/ Misc	All accessories including plates, nuts, bolts, rubber sheets etc required for installation.		

**GENERAL REQUIREMENT AND CONDITIONS – PROCUREMENT & INSTALLATION OF SHIELDS
ONBOARD MFBS ALONGWITH ACCESSORIES**

S #	Description	Firm's Reply (Complied/ Partially Complied/ Complied	Reference to Attached Firm's Proposals/ Brochures
Note:	<p><i>Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation</i> Firm is required to clearly mention Complied/ Partially Complied/ Not Complied remarks against each clause and qualify same through mentioning references in respective clause from the attached firm's technical proposals/ brochures as per following format:</p> <p>a. Proposed System Weight: 40 to 60 KG</p>	Complied	Refer Para 3 of firm/ OEM technical proposals/ brochures
1.	<u>Integrated Logistics/ Spare Support.</u> All Logistics/ Spare Support be provided till 05 years.		
2.	<u>Test Instruments and Tools.</u> A complete set of instruments/ tools are required to be provided by OEM. Consumable spares are required for 05 years and the OEM is to provide guarantee for spare supportability of various spares for the life cycle of the equipment. Following information is required for the spares. a. OEM		

	<ul style="list-style-type: none"> b. Part Number c. NATO Stock Number d. Description/Nomenclature e. Denomination f. Shelf Life. g. Price 		
<p>3.</p>	<p><u>Product Support Package.</u></p> <ul style="list-style-type: none"> a. Warranty for 24 months will be provided by the Supplier, after final acceptance by PN upon last batch of delivery of stores. b. The firm should also indicate willingness to undertake Comprehensive Annual Maintenance Contract (CAMC) for 10 years on completion of warranty. c. To enable stocking of spares by buyer, the firm should recommend/ offer substitutes/ replacement of such components. d. Up-gradation/ modification to the equipment, resulting in enhancement in the performance should be intimated and offered to the buyer. e. Functional onsite replacement of defective/damaged items if so requested by end user. 		
<p>4.</p>	<p><u>Military Standards.</u> The system should conform to all military standards for:</p> <ul style="list-style-type: none"> a. Climate b. Equipment c. Shock and Vibration 		
<p>5.</p>	<p><u>Acceptance Trials.</u> Acceptance trials to be conducted by the</p>		

	<p>Supplier in Pakistan prior to delivery. NIJ Level-III protection is prime criteria for acceptance. Acceptance Trials (ATs) procedures (in English) are to be provided to PN by OEM for study and vetting. The final acceptance procedures are to be made by PN, taking into consideration the trial procedures recommended by the suppliers and PN experience in operating / maintaining the system.</p>		
<p>6.</p>	<p><u>Commissioning/Trials.</u></p> <p>a. Commissioning and STW of the system/ equipment is to be arranged within 30 days of supply of equipment by the supplier through OEM or their authorized rep(s) at purchaser site.</p> <p>b. Set to Work/ Commissioning trial to be carried out by contractor on site. Any defect/damage of the equipment during commission trials to be replaced by the supplier without any additional cost.</p> <p>c. Commissioning charges (if any) to be mentioned in the quotation by supplier.</p>		
<p>7.</p>	<p><u>Terms of Payment.</u></p> <p>a. As per DPP&I-35 or as decided by DP(N).</p> <p>b. 60% Payment on completion of following:</p> <p>(1) Delivery at Pakistan alongwith tools/ stores.</p> <p>(2) Joint inspection.</p> <p>(3) Provision of all documents.</p> <p>c. 20% Payment on successful completion of installation/ integration/ interfacing/ STW/ commissioning of platform/ equipment/ machinery at purchaser site complying all specification/ acceptance criteria and issuance of final acceptance certificate by end user.</p>		

	d. 20% payment on satisfactory conduct of training of PN team and Issuance of CRV by consignee.		
8.	Training. Supplier will provide maintenance training of 04 x Depot & 02 x Inspection Staff (06 x Persons) at OEM premises after delivery of equipment at No Cost No obligation basis.		
9.	Rejection Criteria. The item will be rejected in case it does not fulfill the technical specifications.		
10.	TSR. Technical Scrutiny of quotation forwarded by the bidder will be carried out by a committee nominated by NHQs.		
11.	<p>Inspection Authority. The stores shall be jointly accepted / inspected by following officers / Reps on the basis of specification description, nomenclature and physical condition of the items etc. in presence of supplier's Rep at PN Armament Services Depot NSSD Area West Wharf Road Karachi:</p> <p>a. Rep of Supplier</p> <p>b. Rep of PNASD</p> <p>c. Rep of ECA/CINA</p> <p>d. Rep of End User</p>		
12.	Provision to Buy Additional Systems. The buyer may order additional accessories within one year of successful trials of the initially procured items under this contract. The price for the later system shall be same or less than the price of the system initially procured under this contract.		
13.	Provision of Rate Running Contract (RRC). The supplier would be required to have a provision for going into a Rate Running Contract (RRC) for technical assistance, spare parts, training and repair of parts on request of PN.		
14.	<p>Obsolescence Clause. Following obsolescence clauses will also be included in the contract as part of continuous logistic support:</p> <p>a. In case of equipment becoming obsolete/obsolescent and the inability of the seller / OEM to provide spares support of equipment</p>		

	<p>and repair of components/ sub-systems, the seller undertakes to provide technical drawings and details of manufacturing processes to the buyer, free of charge, to enable the latter to become self sufficient, should the buyer choose to do so.</p> <p>b. In case of equipment becoming obsolete the supplier will replace the equipment with modified /substitute and shall charge from the buyer the difference of price of substitute / modified equipment and the previously supplied equipment (on case to case basis).</p>		
15.	<p>Warranty. Stores will be accepted under warranty / guarantee for the period of (02 years) on Form DPL-15. In case the stores on inspection by the consignee or his nominee / representative are found to be not of good workmanship or not in strict conformity with the specifications / description mentioned on the schedule of stores, the supplier shall replace the rejected stores free of cost and without any obligation to the purchaser. Rejected stores will be removed from the consignee's premises within a period of 03 months by him, failing which supplier shall be liable to pay a sum to be fixed by the consignee as storage charges.</p>		
16.	<p>Delivery. OEM should deliver the required equipment alongwith all accessories within 06 months of contract effecting date on 'FOR' basis.</p>		
17.	<p>Prices of the Items. The supplier should mention the price of all deliverables (i.e Equipments/ Services, Spares, Documentation, Test Bench/Tools/Test Equipment, Trainings, FATs (Factory Acceptance Trials), Installation/ Integration, Test/Trials/ Commissioning (Harbour Acceptance Trials, Sea Acceptance Trials) etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document".</p>		
18.	<p>Risk Purchase. In the event of failure on the part of supplier to comply with the contractual obligations, the contract will be cancelled at the risk and expenses limited to the amount of the contract.</p>		
19.	<p>Discrepancy. 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 contractor, without any additional cost on DDP at consignee's warehouse.</p>		
20.	<p>Penalty.</p>		

	<p>a. The contractor 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 purchaser has the right to out rightly reject the equipment or impose penalty at the rate of 1-2 % of the value of the relevant equipment/item.</p> <p>b. The penalty shall not absolve the contractor 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.</p>		
<p>21.</p>	<p>Performance Bank Guarantee. To ensure timely and correct supply of stores, the contractor will furnish an irrevocable and unconditional Performance BG within 30 days of signing of contract from a scheduled bank for an amount equal to 10% of the total value of the contract (on a judicial stamp paper) of appropriate value as per prescribed format. It shall remain in force till 60 days beyond the completion of warranty period.</p>		
<p>22.</p>	<p>Packing. Packing details and other requirements to include following aspect:</p> <p>a. Packing note detailing the contents of the consignment/package.</p> <p>b. Packing is to be marked as under:</p> <p>FRONT SIDE : Name and address of consignee</p> <p>OTHER SIDE : Contract No _____ Dated _____</p> <p>TOP : Gross Weight _____</p> <p>Dimensions : A yellow disc 4" or 6" in diameter, according to the size of the packing.</p>		

	<p>c. All stores should be marked with broad arrow pointing upwards, by stamping, painting or tallying. Each individual item of stores must bear the pattern number to facilitate identification.</p> <p>d. Depot storage requirement/details to be specified.</p> <p>e. Detailed environmental effects/requirements to be specified.</p> <p>f. Stacking details/limit in depot to specified.</p>		
23.	Integrity Pact. The contractor will sign Integrity Pact as per Para 7 of PPRA - Rules 2004 at the time of finalization of contract.		
24.	Price Variation. Price offered will be firm and final.		
25.	Arbitration. All matters of dispute or difference, except regarding rejection of stores by the acceptance committee arising out of this contract between the parties hereto, the settlement of which is not otherwise specially provided for in the contract, shall be referred for the decision of COS/ VCNS, NHQ and his decision shall be final and binding on the parties. Work/ delivery under the Contract shall continue during the proceedings and no payment by Purchaser shall be withheld on account of such proceedings unless they are the subject of dispute.		
26.	Liquidated Damages. Liquidated Damages upto 2% per month but not less than 1% per month are liable to be imposed on the contractors by the purchaser in accordance with DPP&I-35, if the stores/ services supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the total contract value.		
27.	Force Majeure. <p>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</p>		

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 in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other Party (Seller).

	<p>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.</p>		
<p>28.</p>	<p><u>Termination.</u></p> <p>a. Either party may terminate this contract pursuant to the provisions of this Clause by giving 30 days notice in writing to the other party in any of the circumstances set out in this Clause but any such termination shall be without prejudice to the right of the other party and within 30 days. Thereafter, the parties to refer the grounds for or the validity of such notice for termination to arbitration in accordance with Clause 34.</p> <p>b. The Purchaser shall be entitled to terminate this contract without compensation to the Contractor:</p> <p>c. Delivery is delayed by more than 06 months beyond contractual Delivery time, provided that such delays are not due to Force Majeure as per this Contract. Thereafter, the Purchaser shall be entitled to get the remaining work done through any other source at the Risk and Expense of the Contractor.</p> <p>d. Any violation of contractual obligation by the Contractor for which no other remedy is available within the contract.</p>		
<p>29.</p>	<p><u>Certificate Of Conformance by OEM.</u> Firm/ Supplier shall provide correct and valid e-mail and fax No. to CINA / CINS and DP(N). Supplier/ contracting firm shall either provide OEM Conformance Certificate to CINA/ CINS or is to be e-mailed to CINA/ CINS under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, CINA / CINS shall approach to OEM for verification of Conformance Certificate issued by the OEM. Companies/ firms rendering false OEM Conformance Certificates will black listed.</p>		
<p>30.</p>	<p><u>Obtaining License.</u> It is the responsibility of the Contractor to obtain licenses/ permits etc (if any for stores) in any country. Failure to obtain the same shall not constitute grounds for Force Majeure.</p>		
<p>31.</p>	<p><u>Risk and Expense.</u> In the event of failure on the part of contractor to comply with the contractual obligations the contract will be</p>		

cancelled at the Risk and Expense of the contractor in accordance with DPP&I-35 (Revised 2019). The purchaser shall be entitled to receive back all advance payments made by him and will have the right to purchase the store of similar or equivalent specification from elsewhere. In such a case the price difference (if any over and above Net LC value of this contract) will be paid by contractor as a compensation i.e. Risk Purchase amount. In case delay exceeds 06 months, then Purchaser reserves the right to either cancel the contract on Risk and Expense of the Contractor Or may adopt further course of action with mutual consent of Contractor.

32. **Taxes and Duties**

a. All taxes, duties and import/export license fees payable in Pakistan or any other country en-route shipment other than Pakistan shall be paid by Contractor.

b. The prices shall be inclusive of all duties and taxes including custom duties taxes and fee etc.

c. The stores (including machineries, equipment& other items required) shall be imported directly by the Contractor in the name of Pakistan Navy as consignee with detailed address as under:

The Commanding Officer

Embarkation HQ (Navy) at NSSD

West Wharf Road, Karachi, Pakistan

d. CO EHQ &PDD(N)shall facilitate clearance of all stores and other items falling under the purview of this contract. Stores shall be transported to Contractor premises under contractor responsibility. Contractor shall pay transportation charges from Port to firm premises.

e. Bill of lading and related documents shall be provided by Contractor to CO EHQ & PDD(N) at least 07 days prior to the arrival of vessel at Karachi. In case of air shipment, copy of Airway bill and other documents shall be provided by the Contractor to CO EHQ & PDD(N) well before arrival of consignment at Karachi airport.

f. Air/ Sea freight & insurance charges on account of import of items/ equipment shall be paid by the Contractor. The air/ sea freight charges for equipment exported/ imported for repair/ replacement till the warranty period shall also to be paid by the Contractor.

g. CO EHQ & PDD (N) shall also facilitate Contractor for returning of any defective item, component, special tool, etc to OEM/ supplier. All payments in this regard shall be borne by the Contractor.

33.	Batch. Equipment alongwith accessories shall be of latest version/ recently manufacture and may not be older than one year at the time of delivery.		
34.	CERTIFICATE OF CONFORMANCE. Supplier / Supplier shall provide correct and valid e-mail and fax No. to CINS and DP (Navy). Supplier shall either provide OEM Conformance Certificate to CINS or shall be e-mailed to CINS at address cins@paknavy.gov.pk, inspectorate1@paknavy.gov.pk 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 Certificate issued by the OEM. Companies/ Suppliers rendering false OEM Conformance Certificate shall be black listed.		
35.	End User. HQ 301 Creeks Bde, Sujawal.		
36.	Consignee Address. The Commanding Officer PN Armament Services Depot at NSSD Area West Wharf Road Karachi (Tele No) 021-48508816 C/O Commanding Officer Embarkation Headquarter (Navy) & PDD at NSSD West wharf Road Karachi (Tele No) 021- 48508885 Fax No 2311990		
37.	Likely Suplier: <u>M/s BSF Associate</u> Plot No 157, Sector 27, Korangi Industrial Area, Karachi Tele/ Fax: 021-5060214, Cell: 0300-8248221 E-mail: ybs@bsfassociates.com <u>M/s Bahria Foundation</u> Bahria Boat Building Yard (BBY), Karachi.		

M/s MTSS

Ground Floor, Bahria Complex-I, MT Khan Road, Karachi

Tel: 021-35612586-8 Fax: 021-35611510

info@mtss.net.pk

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

1. Name : _____
2. Father's Name : _____
3. Address (Residential) :

4. Designation in Firm :

5. CNIC : _____
(Attach Copy of CNIC)
6. NTN : _____
(Attach Copy of NTN)
7. Firm's Address :

8. Date of Establishment of Firm :

9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).

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