Tender Covering Form

Directorate of Procurement (Navy)

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

ISLAMABAD

Contact:

Reception: 051-9262306

Bahria Gate: 0331-5540649 Section: 051-9262309

Email:

dpn@paknavy.gov.pk

Adpn31pre@paknavy.gov.pk

P- 31/PRE Section (Contact: 0519262304, 05120062059, Email: adpn31pre@paknavy.gov.pk) Tender No & Date **Tender Description** IT Opening Date Firm Name Postal Address Email Address for Correspondence_____ Contact Person Name___ (Landline _____) (Mobile _____) Contact Number <u>Documents to be Attached with Quotation:</u> Firm is to submit its proposal in a sealed envelope which shall contain 03 x Sealed Envelops as per details given below: Sealed Envelop 1 - Technical Offer in Duplicate This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick against each to ensure that these documents have been attached: Original Set S No Document Copy Set 1. Bank Challan Principal Authorization Letter (where applicable) Principal Invoice (Muted-without Price) applicable) DP -1 Form of IT (with compliance remarks) 4. 5. DP - 2 Form of IT with compliance remarks against each clause. 6. Technical Offer / Specs 7. Annexes of IT DP-3 form of IT (dully filled & signed) 8. 9. DGDP Registration Letter (If firm is registered with DGDP) 10. Income tax Filling Proof. Sales Tax registration Proof. 11. 12. CEO Name & CNIC No. Imported with OEM CoC (Certificate of Conformance) 13. compatible to preferred makes given in of Annex A. (Name & Country of OEM to be clearly mentioned). Country of Origin (Must be mentioned). Sealed Envelop 2 – Earnest Money: This Envelop must contain Earnest Money only. Sealed Envelop 3 - Commercial Offer: This Envelop must contain following documents: 01 x Original Firm's Commercial Offer Principal Invoice (where applicable) 01 x Original 3. Dully filled DP-2 Form of IT 01 x Original

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

Firm	's A	utho	rizeđ	Signa	tures	

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)
Through Bahira Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD

Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309

Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

M/s	
	
	Date

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam.

- 1. DP (Navy) invites you to tender for the supply of stores/equipment/ services as per details given in attached Schedule to Tender (Form DP-2).
- 2. <u>Caution</u>: This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

 Conditions Governing Contracts. The Contract made as result of this
I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement
entered into between the parties i.e. the 'Purchaser' and the 'Seller' on
Directorate General Defence Purchase (DGDP) contract Form "DP-19" in
accordance with the law of contract Act, 1872 and those contained in Defence
Purchase Procedure & Instructions and DP-35 (Revised 2019) and other special
conditions that may be added to given contract for the supply of Defence Stores /
Services specified herein.

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a. <u>Commercial Offer.</u> The commercial offer will be in <u>single copy</u> 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 FATs, local training Foreign training, installation commissioning, services Taxes 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.					Understod not agreed	
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:						
S.No Technical requirement as per IT (Legend: C = Fully Comply, (Firms must clearly identify where			availability enclosed p from broch Literature, qu attach addition documents/ data/undertaking proof of complia	ote/ onal g as		
please be read point by point and understood properly before quoting. All od agreed od					Underste od not agreed	
d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope						

Delivery of Tender. The tender documents covering technical and

commercial offers are to be furnished as under:-

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(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.

(alongwith annexes), DP-3 and Qu	d Questionnaires. Form DP-1, DP-2 estionnaires duly filled in are to be uly stamped/signed by the authorized	Understood agreed	Understo not agree
	mention that all these are essential		
f. The tender duly sealed will be	addressed to the following:-		
Thr Nea Nav	ectorate of Procurement (Navy) rough Bahira Gate ar SNIDS Centre, val Residential Complex E-8 AMABAD		
	ntact: Reception: 051-9262306 Bahria Gate: 0331-5540649 Section: 051-9262309 ail: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk		
the date and time specified in the Schedule Directorate will not accept any excuse of received after the appointed/ fixed time appointed time will, however, fall on next sholiday. Only legitimate/registered representatender opening. In case your firm has sent to courier service, you may confirm their response of the opening date /	of delay occurring in post. Tenders me will NOT be entertained. The working day in case of closed/forced tatives of firm will be allowed to attendender documents by registered post or eceipt at DP (Navy) on Phone No	Understo od agreed	Underst od not agreed
6. <u>Tender Opening</u> . Tenders will be optender. Commercial offers will be opened at acceptable on examination by technical aut for opening of Commercial offer shall be registered representative of firm will be allow received after date & time specified in DP-2 and returned un-opened i.a.w Rule 28 of PP	horities of Service HQ. Date and time e intimated later. Only legitimate / ved to attend tender opening. Tenders 2 would be rejected without exception	Understoo d agreed	Understo d not agreed
7. <u>Validity of Offer.</u>			
invariably be 120 days from the date Proposal or 30th June whichever is la	tions must be indicated and should e of opening of Commercial/ Financial ater. Firm undertakes to extend validity of original bid period (i.e. 120 days as	Understood agreed	Unders not agr

	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.	Understo od	Understo
acce	<u>Part Bid.</u> Firm may quote for the whole or any portion, or to state in tender that the rate quoted, shall apply only if the entire quantity/range of es is taken from the firm. The Director Procurement reserves the right of epting the whole or any part of the tender or portion of the quantity offered, firm shall supply these at the rate quoted.	a greed	agreed
to re Secu	Quoting of Rates. Only one rate will be quoted for entire quantity, item in case quoted rates are deliberately kept hidden or lumped together to trick competitors for winning contract as lowest bidder, DP(N) reserves the right eject such offers on-spot besides confiscating firm's Earnest Money / Bid writy and take appropriate disciplinary action. Conversion rate of FE/LC conents will be considered w.e.f. opening of commercial offer as per PPRA -30(2).	Understo od agreed	Understo od not agreed
10.	Return of I/T. ITs are to be handled as per following guidelines:	Understood agreed	Understo not agree
	a. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.		
	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.	Underst ood agreed	Understoc d not agreed
case	Withdrawal of Offer. Firms shall not withdraw their commercial before signing of the contract and within validity period of their offers. In the firm withdraws its offer within validity period and before signing of the act, Earnest Money of the firm shall be confiscated and disciplinary action also be initiated for embargo up to 01 year.	Understoo d agreed	Understo- d not agreed
12. wins a	Provision of Documents in case of Contract. In case any firm contract, it will deposit following documents before award of contract:	Understo od agreed	Understo od not agreed
	 a. Proof of firm's financial capability. b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. c. Principal/Agency Agreement. d. Registration with DGDP (Provisional Registration is mandatory) 		
13.	Treasury Challan.		
	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'	Attached	Not Attached
	Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.		

Firms, un-registered / un-indexed with DGDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP), Earnest Money/Tender Bond: Please ensure Earnest Money Attached Not Attacher 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

Submitting improper Earnest Money, 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

(CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

- Rates for Contract. b. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
 - Registered/Indexed/Pre-Qualified Firms. the quoted value subject to maximum ceiling of Rs. 0.500 Million.
 - Registered/Pre-Qualified but Un-indexed Firms. the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - Unregistered/not Pre-Qualified/Un-indexed Firms. (iii) the quoted value subject to maximum ceiling of Rs. 1.000 Million.

C. Return of Earnest Money

14.

- Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- 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).

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Documents for provisional registration: 15. 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	1	
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.		
ınspe	Consignée & Specialist User or a team	oint Inspection will be carried out by n nominated by Pakistan Navy. CINS I-35 (Revised 2019) or as per terms of	Understo od agreed	Unders od not agreed
17. Warra	<u>Condition of Stores.</u> Brand ne inty/Guarantee Form DPL-15 enclosed	ew stores will be accepted on Firm's d with contract.	Understo od agreed	Underst od not agreed
18. submi	<u>Documents Required.</u> Following tted along with the quote:	documents are required to be		
	a. OEM/Authorized Dealer/Age Dealership Evidence.	ent Certificate along with OEM		
	to CINS and DP(N). Supplier/continuous Conformance Certificate to CINS of intimation to DP (Navy). Hard continuous courier. On receipt, CINS significant courier.	e correct and valid e-mail and Fax No racting firm shall either provide OEM or is to be e-mailed to CINS under py of COC must follow in any case hall approach the OEM for verification by OEM. Companies/firms rendering ill be blacklisted.		
	c. Original quotation/Principal/OE	EM proforma invoice.		
	d. In case of bulk proforma invoice the bulk proforma invoice have not be proforma invoice from the manufacture	ce, a certificate that prices indicated in seen decreased since the date of bulk rers/suppliers.		
	e. Submit breakup of cost of store	es/services on the following lines:		
	(i) Imported material with import duties. (ii) Variable business overly by the federal/provincial govern (1) General Sales Ta (2) Income Tax (3) Custom Duty. Posteriated page is to be atta (4) Any other tax/duty (iii) Fixed overhead charges (iv) Agent commission/profit	heads like taxes and duties imposed nment as applicable;-ax CT code along with photocopy of the ached where applicable. y. like labour, electricity etc.		
	(v) Any other expenditure/or for in the tender.	ost/service/remuneration as asked		
contract	et concluded against this tender may be a. 1 st rejection on Govt. expense b. 2 nd rejection on supplier expense c. 3 rd rejection contract cancellation.	se on will be initiated.	Jnderstoo (Inderstood greed Understood
	of stores the firm will furnish an unco	onditional Bank Guarantee (BG in the		ereed

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.

21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gifts Understood commission and inducement of any kind or their promises thereof by Supplier.	Understoo not agreed
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 irrespective of their financial value. However, a written Integrity Pact shall	

- a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk
- b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.
- c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

rece	Correspondence. All correspondence will be addressed to the Purchaser DP (Navy). Correspondence with regard to payment or issue of delivery ipt may be addressed to CMA Rawalpindi & Consignee respectively with copy orsed to the DP (Navy).
23.	Pre-shipment Inspection.PN may send a team of officers including DP(N)

23. <u>Pre-shipment Inspection</u>.PN may send a team of officers including DP(N) member for the inspection of major equipment's 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

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٢	cont the s	ractor is responsible for bearing such expenses, detailed breakdown of ame should be given separately in the commercial offer.		
	24. fresh suppl contra	Amendment to Contract. Contract may be amended/modified to include clause (s) modify the existing clauses with the mutual agreement by the ier and the purchaser; such modification shall form an integral part of the act.	Understo od agreed	Underste od not agreed
	25. conce consig of cos	<u>Discrepancy</u> . The consignee will render a discrepancy report to all erned within 60 days after receipt of stores for discrepancies found in the gnment. The quantities found short are to be made good by the supplier, free st.	Understo od agreed	Understo od not agreed
	26.	Force Majeure.		
		a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.	Understo od agreed	Understo od not agreed
		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.		
r p	under either progre vritten	Arbitration. Parties shall make their attempt to settle all disputes arising this contract through friendly discussions in good faith. In the event that party shall perceive such friendly discussion to be making insufficient so towards settlement of dispute (s) at any time, then such party may be notice to the other party refer the dispute (s) to final and biding arbitration yided below:	Understo od agreed	Understo od 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		
28. <u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.	Understoo d agreed	Unders d not agreed
29. <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-	d agreed	Unders d not agreed
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.		
30. <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		Unders not agr
Expense (RE) of the supplier in accordance with DP-35.		
31. Compensation Breach of Contract. If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or	u agrecu	Unders d not agreed
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.		
32. <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	d agreed	Unders d not agreed
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.		
33. <u>Termination of Contract.</u>	Understood	Understo
 a. If at any time during the currency of the contract the Purchase 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 		not agree

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

- 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.

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Grout	<u>Rights Reserved.</u> Directorate of Procurement (Navy), Rawalpindi ves full rights to accept or reject any or all offers including the lowest. nds for such rejections may be communicated to the bidder upon written est, but justification for grounds is not required as per PPRA Rule 33 (1).	Understo od agreed	Unders od not agreed
of the	Application of Official Secrets Act, 1923. All the matters connected this enquiry and subsequent actions arising there from come within the scope e Official Secrets Act, 1923. You are, therefore, requested to ensure plete secrecy regarding documents and stores concerned with the enquiry o limit the number of your employees having access to this information.	Understo od agreed	Understood not agreed
36. from t	Acknowledgment. Firms will send acknowledgement slips within 07 days the date of downloading of IT from the PPRA Website i.e. <u>www.ppra.org.pk</u>	Understoo d agreed	Understo d not agreed
37.	<u>Disqualification.</u> Offers are liable to be rejected if:-		
	 a. Received later than appointed/fixed date and time. b. Offers are found conditional or incomplete in any respect. c. There is any deviation from the General /Special/Technical Instructions contained in this tender. d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer. d. Taxes and duties, freight/transportation and insurance charges NOT 	Understoo d agreed	Understood d not agreed

indicated separately as per required price breakdown mentioned at Para

Treasury challan is NOT attached with the technical offer.

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- f. Multiple rates are quoted against one item.
 g. Manufacturer's relevant brochures and technical details on major
- g. Manufacturer's relevant prochures and technical details on major equipment assemblies are not attached in support of specifications.
- Subject to restriction of export license.
- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- I. If the authorization letter/agency/dealership distribution agreement is not attached or if the validity of the same is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in 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.

38. Appeals by Supplier/Firm.	Any	aggrieved	Supplier	/Firm a	against	the
decision of DP (N) or CINS or any oth	er pro	oblematic a	rea toward	ds the e	executi	on of
the contract may prefer an Appe	al to	Standing	Appeal	Commi	ittee (S	SAC)
comprising PN Officers and military fir						
The detail and timeline for preferring a					,	

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

	<u> </u>	Take in an other date.	<u> </u>	9 1 14,1	mi oo aay	3 01 40	CIDICII
39.	Limitation	Any appeal reasons					
J J .	<u>Limitation.</u>	Any appeal received	atter the R	apse or i	timeitnes	given ii	n para
38 abo	ove shall not l	be entertained.		•		_	•

40	Secrecy/ Non Disclosure Agreement (NDA). The	Supplier	shal
undert	ake as per attached Annex C that any information about	the sale/pur	chase
Of stor	res under this contract shall not be communicated to an	y person oth	er than
the ma	anufacturer of the stores, or to any press or Agency not a	authorized by	DP(N)
	eive it.	•	` '

Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the supplier.

41. For Firms not Registered with DGDP. Firms not registered with DGD
undertake to apply for registration with DGDP prior signing of Contract. Detail
can be found on DGDP website <u>www.dgdp.gov.pk</u> .These firms can participate i
tender law paras 12 and 14 above and provision of documentary proof regardin
financial status of the firm alongwith NTN and GST registration copies.

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1	Understo od agreed	Understo od not agreed
) ;)	Understoo d agreed	Understo d not agreed

Understoo

d agreed

Understo

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after t	Firms which are not registered with DGDP should initiate provisional ation in accordance with Para 41. Besides, ground check by Field Security eam will be made for security clearance related to participation in the tender technical opening. Firms undertake to provide following documents for discheck by FS Team:	Understoo d agreed	Understo d not agreed
i i i i i i i i i i i i	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 b. 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 police Verification n. Agency Agreement s. OEM Certificate l. ISO Certificate l. ISO Certificate l. Stock List with value l. Company Profile/Broachers l. Employees List l. Firm Categories l. Sole Proprietor Certificate l. Partnership Deed lab. Memorandum of Articles form 29 and Form A lncorporation Certificate		
Agreed accepte	'shall not be changed / withdrawn after tender opening. The IT provisions dishall form the baseline for subsequent contract negotiations. The above terms and conditions are confirmed in total for acceptance.	ndersto I agreed	Understo od not agreed
70. F	ormat of DPL-15 (warranty form) and PBG are enclosed as Annex A & B. Sincerely yours,		
	(To be Signed by Officer Concerned) Rank: NAME:		

 $(1-20) M_{\widetilde{Q}_{1}}(1+1) = \gamma_{1}(\mathfrak{F}_{1}) +$

DPL-15 (WARRANTY)

FIRM'S NAME: M/s	
1. We hereby guarantee that the articles of contract are produced new in accordance with and in all respect in accordance with the terms used whether or not of our manufacture are appropriate standard specifications, as also in complete of good workmanship throughout and Karachi free of cost every article or part there defective or not within the limits and tolerance of any way not in accordance with the terms of the	approved drawings/specification of the contract, and the materials in accordance with the latest accordance with the terms of that we shall replace FOR/DDP of use or in use shall be found of specifications requirement or in
2. In case of our failure to replace the deference onable period, we shall refund the relevant case may be in currency in with received).	
3. This warranty shall remain valid for <u>05 Years</u> by the end user	ars after the acceptance of stores
The signature must be the same as that on the tender/contract, or if	SIGNATURE
otherwise must be shown to be the	DATE

signature of a person capable of giving a guarantee on behalf of the

contractor

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

(i)	Contract No	dated
(ii)	Name of Firm/Contractor	
(iii)	Tradices of Filling Online	UI
(iv)	Name of Guarantor	
(v)	Address of Guarafilor	
(vi)	Amount of Guarantee Rs	
\subseteq)
		(in words)
(vii)	Date of expire of Guarant	ee
To: Cont Sir,	The President of Islan roller of Military Accounts	nic Republic of Pakistan through the s (Defence Purchase) Rawalpindi.
•	Whereas your good self h	ave entered into Contract No.
	,	
	with Messer's	dated
_		
	(Full Name	and Address)
Contr	act is the submission of mer to your good self for	stomer and that one of the conditions of the unconditional Bank Guarantee by our a sum of Rs.
	(43	applicable)
2. and u	In compliance with this stip	oulation of the contract, we hereby agree
retere	To pay to you uncondince to our Customer and	tionally on demand and/or without any amount not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your
b.	To keep this Guarantee in	force till
Custorif any in this Ballast dashall in payme	of the original/extended which so ever is later in domeri.e. M/s	nk Guarantee shall be kept one clear year delivery period or the warrantee of the furation on receipt of information from our or from your office. Claim, son or before this day. Our liability under the on the closing of banking hours on the link Guarantee. Claim received thereafter her you suffer a loss or not. On receipt of is document i.e. Bank Guarantee must be 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 enchased on sight on presentation without any reference to our Customer/Seller or Vendor.
Guarantor
Dated:
(Bank Seal and Signatures)

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

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, Rawalpin	ndi that our firm M/s
has applied for registration with [Director General Defence Purchase (DGDP) duly
completed all the documents requ	uired by registration section on (date)
correct. In case it is detected of registration with Director General incorrect, our firm will be liable firm do business with other Defe	I certify that the above mentioned statement is on any stage that our firm has not applied for I Defence Purchase or statement given above is for disciplinary action initiated (i,e debarring, the ence Establishment and Govt. Agencies). I also on taken will not be challenged in any Court of
	Signature
Station:	Name :
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No.<u>2490257/R-2411/310153</u> dated <u>01-10-2024</u>. This tender will be closed for Acceptance at <u>1030</u> Hours and will be opened at <u>1100</u> Hours on. <u>10-06-2025</u> Please drop tender in the Tender Box No <u>201</u>.
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. you are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT	TOTAL PRICE
1.	DELIVERY TABLE	10		
	Detailed:			
	Technical Specification Special Instructions: As per Annex A.			
	General Requirement/Instructions:			
	As per Annex B			
	mentioned price includes 18% sale Please tick Yes or No)	Yes	<u> </u>	No
	Grand Total			

Terms & Conditions

1. Terms of Payment. As per Annex B (Para – 2).

2. Origin of OEM. Imported with OEM CoC (Certificate of

Conformance) compatible to preferred makes

given in of Annex A. (Name & Country

of OEM to be clearly mentioned).

3. Origin of Stores. Imported (Actual country (place) of manufacturer to be indicated).

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

5. <u>Delivery Period.</u>6. <u>Currency.</u>9ak Rupees

7. Basis for acceptance. FOR Karachi Basis

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

- 9. <u>Tendering procedure</u> Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.
- 10. <u>Earnest Money/Tender Bond</u>:- Your tender must be accompanied by a Pay Order/Demand draft/Call Deposit Receipt (CDR) in favor of CMA (DP) in separate envelope, Rawalpindi for the following amounts:-

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

- a. Rates for Contract. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
 - (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
 - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

b. Return of Earnest Money

- (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- (ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).
- Copy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Market.

11. Special Note.

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

- 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.
- Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on

Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.

- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provide for technical scrutiny.
- j. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt. of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.
- k. The Supplier shall undertake as per attached Annex C that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP (N) to receive it.

Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the Supplier.

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

ANNEX 'A' TO INDENT NO. 2490257 DATED 16.05.2024

REVISED TECHNICAL SPECIFICATIONS - 10 X DELIVERY TABLE

S No.	Descr	iption	Firm's Reply
1.	PURPOSE/USAGE		
:	and adjustable surface during delivery proc	or Gynae department and to provide a stable edures at labor room and QT: It is used for gery, operative abortion, diagnosis and	
2.	TECHNICAL SPECIFICATIONS		
	Backrest height, Trendelenburg/ Recontrol unit.	serve trendélemburg adjustments by hand	
	b. Have 3 x motors.	•	
: !	c. Anti-microbial, water proof and flame.	retardant matters.	
	d. Removable footrest matters.		
Í	e. Chrome planted handles.		
	Stainless steel waste bin.		
	g Lockable, adjustable side rails.		
· .	h. Lockable, adjustable polyurethane bre	aking mechanism and steer control.	
	j. 360 swivel castors with central breaking	ng mechanism and steer control.	
<u>:</u>	k. Protective plastic bumpers.		
	Easily cleanable detechable ABS hear	is and foot boards.	
; !	m. Height adjustable IV pote.	·	
	n ABS covered sub frame.	177	
: 1	p. Stainless steel accessory rails.		
: ;	q. Easily cleanable ABS matters platform		
: :	r. Electrostatic powder coated metal plan	form.	
	s. IV pole sockets.	(A)	
	t. Backrest angle 0°-70°.	(C)	
	u Trendelenburg angle 0*-14°.		

Reserve trendelenburg angle

0°-14°

W. Castor diameter 15 cm.

> Safe working and load capacity 200-240 kg.

Minimum external dimension 102x153 cm.

Maximum external dimension 102x200 cm.

Bed surface 58x90 cm.

ab. Height (without matters) 58-90 cm.

Matters thickness 8 cm.

ad. Footrest matters thickness 11.5 cm.

ae. Under clearance 17cm.

Power requirements: 100-240 V, 3-15 A, 50/60 Hz

ACCEPTABLE MAKE 3

X.

- M/s Projesan of Turkey, USA, Germany & Japan or equivalent.
- The equipment shall be recently manufactured/fresh batch, OEM certified and may not be older than 01 year at the time of delivery.
- The Delivery Table shall be brand new and not used/refurbished.

STANDARDS CERTIFICATION 4.

FDA/ CE/ MHLW or equivalent.

Firm's Reply



<u>S No.</u>	GENERAL TERMS & CONDITIONS	Firm's Reply
1.	DELIVERY SCHEDULE	
	The equipment/stores/accessories/tools are to be delivered within 03 months from the date of signing of contract on FOR Karachi basis.	
	b. Only OEM Certified brand new equipment will be accepted.	
İ	c. Only genuine OEM parts are acceptable. Non-Genuine/Replacement of parts/spares are not acceptable.	·
2.	PAYMENT TERMS	
	a. As per DPP & I-35 (Revised 2023) or as decided by DP (N).	
	b. 60% payment on completion of following:	
	(1) Delivery at FOR Karachi alongwith tools/stores (2) Joint inspection	
	(3) Provision of documents.	
	c. 40% payment on completion of following:	
	(1) Successful completion of installation/ integration/interfacing/STW/ commissioning of platform/ equipment/ machinery at purchaser site complying all specifications/ acceptance criteria and issuance of acceptance certificate by end user.	
	(2) Satisfactory conduct of operator & maintainer training of PN team.	ĺ
[(3) Issuance of CRV by consignee.	
3.	ORIGIN OF EQUIPMENT	
	Imported (other than India and Israel) with OEM CoC (Certificate of Conformance).	
4,	CERTIFICATION REQUIREMENT	
	a. Supplier/OEM will confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.	
	b. Supplier through certificate is to confirm that he will provide documents at the time of delivery of stores as per Clause 13 of this Annex.	
	c. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.	
	d. OEM's "Certificate of Conformity" originating from "Principle" who is neither to EM's nor the OEM's authorized dealer/agent/stocklest will not be acceptable.	
	e. Firm/Supplier shall provide correct and valid e-mail and fax No. to CINS and De The	/

Firm's Reply

Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed at address <u>cins@paknavy.gov.pk</u>, <u>inpectorate1@paknavy.gov.pk</u> 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 rendering false OEM Conformance Certificate shall be black listed.

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

5. PERFORMANCE BANK GUARANTEE (PBG)

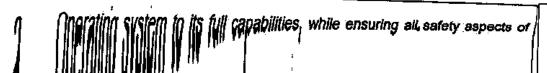
To ensure timely and correct supply of stores, the firm will furnish an irrevocable and un-conditional Performance BG within 30 days of signing of contract from a scheduled bank of Pakistan for an amount equal to 10% of the total value of the contract (on a judicial stamp paper) of appropriate value as per prescribed format. It shall remain in force till 60 days beyond completion of warranty period.

6. WARRANTY/GUARANTEE

- a. Supplier is to guarantee that product is as per specs of the contract.
- b. Complete equipment including accessories are to be warranted by the supplier for a period of 05 years, for all defects from the date of final acceptance by PN.
- c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are 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 stores without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection.
- f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost in the currency in which stores have seen received along with a reasonable compensation as claimed by PN.

7. TRAINING

05 days on Job Training (08 hours daily) from 8 AM to 1 PM (operators/maintainers) for 2x PN personnel to be arranged by the Supplier/OEM at PN hospital within 15 days after successful joint inspection in accordance to para 8 b of this Annex without any additional cost, so that trained personnel are capable of:



system/equipment.

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

8. INSPECTION

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

9. PACKING & MARKING

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

FRONT SI	DE: Name and address	ss of consignae	
OTHER S	DE: Contract No	Dated	
TOP	Gross Weight	-	
Shall be m	سم مستخدا الباهما مثاله وماوي	R 1 d - 1 d	-

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

10. PENALTY

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



- a. The seller will be required to have a provision in the same contract for reptacement defective components/parts through exchange and shall provide in the proposal the Standard Replacement Cost for all parts used in the equipment/system for next five years. Furthermore the seller will also be required to furnish the standard Repair Cost for required replacement parts.
- b. The seller will guarantee to supply the necessary spares for next at least 10 years from the date of final acceptance of the system, if so required by PN.
- c. Seller will be required to agree to a provision for going into a 3 years maintenance contract. A suitable clause in this regard should be entered in the contract.

12. 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 satores at a lower cost.

13. **DOCUMENTATION**

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

14. LIQUIDATED DAMAGES (LD)

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

15. RISK PURCHASE

In the event of failure on the part of supplier to comply with the contractual obligations, the contract shall be cancelled at the risk and expense of the supplier in accordance with DPP & I-35 (Revised 2023).

Firm's Reply

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

17. DISCREPANCY

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

18. INTEGRITY PACT

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

19. FORCE MAJEURE

- a. The parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic sabotages), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties and any events or circumstances on which the Parties has no control.
- b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties.
- c. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party o such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation obligations under the Contract, as well as the time required for such performance.
- d. Upon termination of the above-mentioned circumstances, the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.
- e. Within reasonable time, the Party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.
- f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration f such circumstances and consequences thereof.
- g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly (ree of any subsequent claims, by sending a written termination notice to the partie.

h. The Purchaser may not claim LD in relation to delays in delivery, provided that she delays have been caused by occurrence of a force-majeure event.

20. ARBITRATION

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

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

21. COURT OF JURISDICTION

All disputes arising in connection with the contract shall be sorted out through mutual discussion. Unsettled issued may however be dealt with under the Laws of Pakistan. The Courts at Islamabad shall be the Courts of Jurisdiction for any dispute relating to contract for adjudication.

22. TERMINATION OF CONTRACT

- a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.
- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
 - (1) To have any part thereof completed and take the delivery thereof at the contract price or.
 - (2) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.

(3) No payment shall however be made for any malellals little 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.

23. ACCEPTANCE CRITERIA

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

(1) Specifications are not as per Annex 'A'

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

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

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

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

24. COMMISSIONING/TRIALS

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

25. OTHER REQUIREMENTS

- a. Name, Address and Telephone/Fax No. of OEM are to be provided with quotations and same also be endorsed in the contract.
- b. Supplier should undertake that the accessories/components are compatible with each other & to the main system. Moreover, the system in all respects is ready for use on "Turn Key Basis".
- c. Supplier should send latest updates & current information about system after selling of stores/equipment.
- d. Any item subsequently found short would be supplied at concerned hospital wissout any additional cost within 30 days.
- e. Issuance of EIUC (End Item Utilization Certificate) by end user within 01 mon successful completion of test and trials.

Firm's Reply

- f. The supplier should mention the price of all deliverables i.e Equipments/services, spares, documentation, Test Bench/Tools/Test Equipment, Training, FATs (Fact Ty Acceptance Trials), Installation/Integration, Test/Trials/Commissioning (Herbour Acceptance Trials, Sea Acceptance Trials) etc where applicable separately in financial quote. The same are to be subsequently incorporated in the contract document.
- Marking of Store in accordance with MS/MISC/002/80.

26. SECRECY

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

27. CONTINUOUS LOGISTIC SUPPORT

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

28. OBTAINING LICENSE

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

29. COMPENSATION ON BREACH OF CONTRACT

If the Supplier falls 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 monsy shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.

30. INDEMNITY

The Supplier shall at all times indemnify the Purchaser against all claims will may

Firm's Reply

be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided 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.

31. 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.

32. 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.

33. DISTRIBUTION

a.	Dte of Budget (NHQ) Islamabad	01
b.	DCM (NHQ) Islamabad	01.
C.	DDGMS (N) (NHQ) Islamabad	01
d.	CINS Karachi	01
₽.	PNMSD at PNS SHIFA Karachi	01
f.	CO EHQ (N) at NSSD Karachi	01
g.	CMA (DP) Rawalpindi	06

34. TSR (TECHNICAL SCRUTINY REPORT)

TSR will be conducted by a Committee nominated by NHQ



No. of Copies

35 · SECRECY

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

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

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

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

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

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

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

The Contractor undertakes that any information about the sale/purchase of the goods/stores 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.

APPENDIX "1" TO INDENT NO. 2490257 DATED 01.10.2024

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

· 大學學的 果实验代表

Contract No	DATE_	
Contract Value Contract Title	(Specify Value in Currency)	for Pakistan Navy
contract, right, int administrative sul	erest, privilege or other obliga	t has not obtained or induced the procurement of any tion or benefit from Government of Pakistan or any any other entity owned or controlled by it (Govt of
agreed to give an or indirectly throu consultant, directo finder's fee or ki obtaining or indu	d shall not give or agree to give gh any neutral or juridical pe or, promoter, shareholder, spon- ckback, whether described as cing the procurement of a cor	represents and warrants that it sees etc, paid or payable to anyone and not given or the anyone within or outside Pakistan either directly rson, including its affiliate, agent, associate, broker, sor or subsidiary, any commission, gratification, bribe, consultation fee or otherwise, with the object of stract, right, interest, privilege or other obligation or istan, except that which has been expressly declared
arrangements with	all persons in respect of or rel	e and shall make full disclosure of all agreements and lated to the transaction with Govt of Pakistan and has o circumvent the above declaration, representation or
claration, represoligation or bene	sentation and warranty. It agre fit obtained or procured as afor to Govt of Pakistan under any	ity and strict liability for making any false declaration, or taking any action likely to defeat the purpose of this es that any contract, right, interest, privilege or other resaid shall, without prejudice to any other rights and law, contract or other instrument, be avoidable at the
Supplier] agrees to corrupt business properties the second tendings the second as a	o indemnify Govt of Pakistan for practices and further pay composium of any commission, gratifi foresaid for the purpose of ob-	exercised by Govt of Pakistan in this regards, [the or any loss or damage incurred by it on account of its ensation to Govt of Pakistan in an amount equivalent location, bribe, finder's fee or kickback given by M/s laining or inducing the procurement of any contract, lift in whatsoever form, from Govt of Pakistan.
		
The Purcl	naser]	[The Supplier]

<u>APPENDU</u>	א יווי א ТО
INDENT N	O. 2490257
DATED	01.10.2024

CONFIDENTIAL

UNDERTAKING/NON- DISCLOSURE CERTIFICATE

1.	(Name & Appo	iniment)
	•	
on b	ehalf of(Name of Firm	/ Centractor)
	(With address and Te	elephone number)
addi	ditions hereinafter contained. Breach of thes	ide by the provision of Official Secrets Act 1923 and e provisions on my part or any employee of the firm, in render immediate ceasing of further interaction and
		SigStatus/Appointment Place Date
1.	Signature of Witness Name (in block capital) CNIC No. (Please attach photocopy) Address	Seal & Date
	Signature of Witness Name (in block capital) CNIC No. (Please attach photocopy) Address	_ Seal & Date

CONFIDENTIAL

TEND	ER No		<u>P-3</u>
IEND	EN NO	NAME OF THE FIRM	
		DGDP REGISTRATION NO	
		ADDRESS	
		TELEPHONE NO	
		FAX NO	
_		MOBILE NO	
To:			
		Directorate of Procurement (Navy)	
		Through Bahira Gate	
		Near SNIDS Centre,	
		Naval Residential Complex E-8	
		ISLAMABAD	
		Contact: Reception: 051-9262306	
		001-0202000	
		Bahria Gate: 0331-5540649	,
		Section: 051-9262309	
		Email: <u>dpn@paknavy.gov.pk</u>	
DEAR S	TP.	Adpn31pre@paknavy.gov.pk	
DEAR 3	nr.	DATE	
ACCEPT THAT TH TERMS	ANCE OF TENDER AT THE PRICES OFFE HIS OFFER WILL REMAIN VALID UP TO 1: OF RATES QUOTED AND THE CONDITION	CTOR OF PROCUREMENT (NAVY) THE STORES DETAILED OF PORTION THEREOF AS YOU MAY SPECIFY IN THE RED AGAINST THE SAID SCHEDULE AND FURTHER AGRE TO DAYS AND WILL NOT BE WITHDRAWN OR ALTERED IS ALREADY STATED THEREIN OR ON BEFORE THIS DATE ACCEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBE	£E IN
OF PAK CONDITI SPECIFIC AWARE C	ISTAN, MINISTRY OF DEFENCE (DIRE ONS GOVERNING CONTRACTS" CATIONS/DRAWINGS AND/ OR PATTERNS OF THE NATURE OF THE STORES REQUIRE ANCE WITH THE REQUIREMENTS.	TO TENDERS AND GENERAL CONDITIONS GOVERNING) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMEN CTORATE GENERAL DEFENCE PURCHASE) "GENERA AND HAVE THOROUGHLY EXAMINED TH QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULL D AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY II	IT L E
o. #11 C	FOLLOWING PAGES HAVE BEEN ADDED TO	AND FORM PART OF THIS TENDER:	
	•		
V		Yours faithfully,	
		(SIGNATURE OF TENDERER)	
		(CAPACITY IN WHICH SIGNING)	
		ADDRESS:	
		DATE	
		SIGNATURE OF WITNESS	
		ADDRESS	
*!NDIVIDU	AL SIGNING TENDER AND/OR OTHER DOC	UMENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-	
(a)	WHETHER SIGNING AS "SOLE PROPRIE		
(b)	WHETHER SIGNING AS A "REGISTERED	ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.	
(c)	VVHETHER SIGNING FOR THE FIRM "PEI	R PROCURATION".	
(d)	IN THE CASE OF COMPANIES AND FIRM	REGISTERED UNDER THE ACT, 1913 AS AMENDED UP T	·O-
	THE DIRECTOR, SECRETARY, MANAGE	CT 1932, THE CAPACITY IN WHICH SIGNING E.G., R, PARTNER, ETC. OR THEIR ATTORNEY AND PRODUCE ISO TO SIGN, IF CALLED UPON TO DO SO.	~ -
		TO STORE IN CONTECTO OF ON TO DO SO.	

Principal's Proforma invoice (in original)

Treasury Challan Form for tender Fees as applicable

(e) (f)

(g)

Earnest money

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