Tender Covering Form

Directorate of Procurement (Navy)

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

ISLAMABAD

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649 Section: 051-9262304

Email: dpn@paknavy.gov.pk

Adpn31pre@paknavy.gov.pk

P- 31/PF	RE Section (Contact: 0519262304,	05120062059), Em	ail: adpn31pre@	<pre>②paknavy.gov.pk)</pre>
Tender N	No & Date					
Tender [Description					
IT Openi	ing Date					
Firm Na	•					
Postal A	ddress					
		rrespondence				
		e				_
						_
	Number	(Landline				
		tached with Quotation 3 x Sealed Envelops as				a sealed envelope
Sealed	Envelop 1 -	- Technical Offer in D	uplicate			
		contain 02 x sets of T		r (01	x Original + 01	x Copy), Each
		ollowing documents a				
		nsure that these docum				
S No		Document			Original Set	Copy Set
1.	Bank Challa				<u> </u>	
2.		uthorization Letter (whe	ere applicable)		
3.	Principal I	nvoice (Muted-withou				
	applicable)					
4.		of IT (with compliance				
5.	DP – 2 Fori	m of IT with compliance.	e remarks aga	inst		
6.		Offer / Specs				
7.	Annexes of	•				
8.		of IT (dully filled & signe	ed)			
9.		istration Letter (If firm		with		
10.	Income tax	Filling Proof.				
11.		registration Proof.				
12.		& CNIC No.				
	•		his Envelop m	ust co	ontain Earnest M	oney only.
Sealed	Envelop 3 -	- Commercial Offer:	This Envelop	mus	t contain followin	g documents:
1.	Firm's Com	mercial Offer		01 x	Original	
2.	Principal In	voice (where applicabl			Original	
3.		DP-2 Form of IT		01 x	Original	

instructions and we understand that our offer is liable to rejection if tender is not prepared / packed

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

Firm's Authorized Signatures _____

Firm's Declaration:

as per above instructions.

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)

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

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649 Section: 051-9262304

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	Understood agreed	Understood not agreed
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.		
3. <u>Conditions Governing Contracts</u> . 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.	Understood agreed	Understood not agreed

a. a. indicate mention envelop Taxes, Foreigr indicate firm, D	ry of Tender. The fers are to be furnish the fers are to be furnish the prices quoted in the fers are to be furnish the fers are to be furnished to be furnished to be furnished to be furnished. In the furnished to be furni	The commercial figures as well be clearly marked ortation, insurar commissioning price of the items case of more the ght to accept love.	offer will be in as in words as in words ad in fact on a number and date charges FA ag, services Tes quoted agains an one option west technically	single copy and understood agreed in the currency separate sealed late of opening. Ts, local training faxes are to be set the tender is to noffered by the raccepted option	Unot
specific literatur envelor numbe hour af	Technical Offer: (Vecations in DUPLICA) re/brochure, drawing the and clearly mark of and date of opening ter the date and time confirm/comply with I	TE (or as specings and complianded "Technical Office of the for receipt of the specifical office for receipt of the forms.	ified in IT) alor ce metrics in a iffer" without pr er shall be ope ender mentione	separate sealed ices, with tender ened first; half an ed in DP-2. Firms	Unc not
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		
c. glease	be read point by po	e their offer does no es. Tender docu pint and understo	ot meet or deviates uments and its ood properly be	conditions may Understood agreed agreed	Unc not
due to highlig be liab d. Copy of in the lipropose called for fers a properly offer, response to the control of the control o	conditions should be non-acceptance of the dalongwith you le to be rejected. Firms shall submit to f commercial offer a T) and envelops clear in bold. The comfor and the technical are to be enclosed if y sealed bearing of the date of the coes (technical and coes technical and tec	heir offers in two copies arly marked "Te mercial offer will not in separate cover the bidder. East IT and IT ope	o separate envolutions. Tender of the technical proposed include rates and each each cover shall ening date. The	velopes (i.e. one l offers as asked sal", "Commercial of items/services es. Both types of nvelope shall be indicate type of ereafter both the	

(second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 e. Understood not agreed (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. f. The tender duly sealed will be addressed to the following:-**Directorate of Procurement (Navy)** Through Bahira Gate Near SNIDS Centre, Naval Residential Complex E-8 **ISLAMABAD** Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavv.gov.pk Date and Time For Receipt of Tender. Tender must reach this office by Understood Understood the date and time specified in the Schedule to Tender (Form DP-2) attached. This agreed not agreed 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. 051-9262311 well before the opening date / time. Tender Opening. Tenders will be opened as mentioned in the schedule to Understood Understood tender. Commercial offers will be opened at later stage if Technical Offer is found agreed not agreed acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. The validity period of quotations must be indicated and should Understood Understood agreed not agreed 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

6.

7.

per original offer) i.a.w PPRA Rule-26.

	COHIIACI IAIGO WIIII CIOCOCIII.		Understood not agreed
stores accep	Part Bid. Firm may quote for the whole or any portion, or to state in or nder that the rate quoted, shall apply only if the entire quantity/range of is taken from the firm. The Director Procurement reserves the right of ting the whole or any part of the tender or portion of the quantity offered, and shall supply these at the rate quoted.		
other to reject Securion	competitors for winning contract as lowest bidder, DP(N) reserves the right ect such offers on-spot besides confiscating firm's Earnest Money / Bid ity and take appropriate disciplinary action. Conversion rate of FE/LC onents will be considered w.e.f. opening of commercial offer as per PPRA	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. 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.		
	TECHOLETEC WILL DODL WITC MAYE HIGH DIEHHIHALY DUCCEGIW LECHIHGA	Understoo d agreed	Understood not agreed
case t	Withdrawal of Offer. Firms shall not withdraw their commercia before signing of the contract and within validity period of their offers. Ir the firm withdraws its offer within validity period and before signing of the ct, Earnest Money of the firm shall be confiscated and disciplinary action lso be initiated for embargo up to 01 year.	Understood agreed	Understood 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:	Understood agreed	Understood 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.		
	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.	Attached	Not Attached

is Te	ntain liable echnic	to be rejected in case Earnest M	Technical or commercial offer). Offer oney is packed inside commercial or impanied by a Call Deposit Receipt	ttached	Not Attache	
	f 1 0	urnished with tender is strictly in con 4 of DP-1 and clause 10 of DP-2) or confiscation of Earnest Money/Bid	t Money. Earnest Money/Bid Security formity of tender/IT conditions (Clause of the subject. We have no objection on security and rejection of our offer in descurity is improper/insufficient in			
		o. Rates for Contract. The maximum ceil for different categories	e rate of earnest money and its OF FIRMS would be as under:-			
		(i) Registered/Indexed/Pr quoted value subject to maxim	re-Qualified Firms. 2% of the um ceiling of Rs. 0.500 Million.			
		` '	ed but Un-indexed Firms. 3% of eximum ceiling of Rs. 0.750 Million.			
		` '	Qualified/Un-indexed Firms. 5% of eximum ceiling of Rs. 1.000 Million.			
	C	Return of Earnest Money				
		(i) Earnest money to the uon finalization of the contract.	insuccessful bidders will be returned			
			e firm/firms with whom contract is submission of Bank Guarantee and its			
	ontrac	Documents for provisional registra ton Earnest Money (EM), it will dration Section) before the award of co	eposit following documents to DGDF agree	erstood ed	Understoo 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.	d. Three PP size photographs for each member of management. Three PP size Photographs for each member of management.				
	e.	Challan Form	Challan Form			
ŀ	f.	Bank Statement for last one year.	Financial standing/audit balance			

sheet

b. 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).

y.	Thotocopy of NTN	Thotocopy of passport	
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.	
INS, Co	onsignee & Specialist User or a team on shall be as prescribed in DPP &	int Inspection will be carried out by Understood nominated by Pakistan Navy. CINS agreed I-35 (Revised 2019) or as per terms or	Understood not agreed
_	Condition of Stores. Brand ne ty/Guarantee Form DPL-15 enclosed	w stores will be accepted on Firm's Understood agreed	Understood not agreed
_	Documents Required. Following ed along with the quote:	documents are required to be	
	a. OEM/Authorized Dealer/Age Dealership Evidence.	ent Certificate along with OEM	
t (i t	o CINS and DP(N). Supplier/control Conformance Certificate to CINS on Intimation to DP (Navy). Hard control Co	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	c. Original quotation/Principal/Of	EM proforma invoice.	
t		ce, a certificate that prices indicated in been decreased since the date of bulk rers/suppliers.	
ϵ	e. Submit breakup of cost of stor	es/services on the following lines:	
	import duties. (ii) Variable business over by the federal/provincial gover (1) General Sales T. (2) Income Tax (3) Custom Duty. Prelated page is to be atted to the composition of t	CT code along with photocopy of the cached where applicable. ty. s like labour, electricity etc.	
	(iv) Agent commission/profiture/offiture	t, if any. cost/service/remuneration as asked	
contrac a b	Rejection of Stores/Services. t concluded against this tender may a. 1 st rejection on Govt. expense b. 2 nd rejection on supplier exper c. 3 rd rejection contract cancellat	es ase	Understood agreed

20. <u>Security Deposit/Bank Guarantee</u>. To ensure timely and correc Understood supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the agreed

Understood not agreed

Photocopy of passport

Photocopy of NTN

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 commission and inducement of any kind or their promises thereof by Supplier Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	Understoo
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.	
22. <u>Correspondence.</u> All correspondence will be addressed to the Purchasel Understood i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).	Understoo
23. <u>Pre-shipment Inspection</u> .PN may send a team of officers including DP(N Understood member for the inspection of major equipment's and machinery items at OEN agreed 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	Understoo not agreed

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.

	clause er and	(s) modify the existing clauses with the mutual agreement by the the purchaser; such modification shall form an integral part of the	Understood agreed	Understood not agreed
	rned w gnment	epancy . The consignee will render a discrepancy report to all within 60 days after receipt of stores for discrepancies found in the interest. The quantities found short are to be made good by the supplier, free	Understood agreed	Understood not agreed
26.	<u>Force</u>	<u> Majeure.</u>		
	War, 0 agenc or circ shall i same circum manuf	Civil commotion, Strike, Lockouts, Act of Foreign Government and its cies and disturbance directly affecting the supplier over which events cumstances the supplier has no control. In such an event the supplier inform the purchaser within 15 days of the happening and within the	Understood agreed	Understood not agreed
	•	of the occurrence of the events and its effect on the contract mance within 30 days from the start to force majeure event.		
	c. cause	The Purchaser shall be entitled to conduct investigation into the of delay reported by the Supplier.		
		Where the delay was due to genuine force majeure event it shall d the delivery for a period of equal to the period in which such force are remains operative.		
	e. entitle	Such extension in delivery period, due to force majeure, shall not the Suppliers to claim any extra from the Purchaser.		
either progre writter	this co party ess tow	shall perceive such friendly discussion to be making insufficient vards settlement of dispute (s) at any time, then such party may be to the other party refer the dispute (s) to final and biding arbitration	Understood Igreed	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 	1	
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.	Understood agreed	Understoo 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	1	Understoo 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. 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 Expanse (RE) of the supplier in accordance with DR 35.		Understo
Expense (RE) of the supplier in accordance with DP-35.	Understood	Understoo
31. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipmen	agreed	not agreed
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 o compensation in any form shall be paid to any local or foreign agent, consultant	agreed	Understoo not agreed
representative, sales promoter or any intermediary by the Manufacturer/Supplie 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	Understoo
a. If at any time during the currency of the contract the Purchase decides to terminate the contract for any reason whatsoever (other than fo reasons of Non-Delivery) he shall have right to do so by giving the Supplie		not agreed

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.

and expense (RE) of the Supplier.	
34. <u>Rights Reserved.</u> Directorate of Procurement (Navy), Rawalpinc Understood reserves full rights to accept or reject any or all offers including the lowest	Understood not agreed
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).	
35. Application of Official Secrets Act, 1923. All the matters connected Understood with this enquiry and subsequent actions arising there from come within the scope agreed	Understood not agreed
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.	
36. Acknowledgment. Firms will send acknowledgement slips within 07 day: Understood from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood not agreed
37. <u>Disqualification.</u> Offers are liable to be rejected if:-	
 a. Received later than appointed/fixed date and time. Understood agreed b. Offers are found conditional or incomplete in any respect. 	Understood not agreed
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	
indicated separately as per required price breakdown mentioned at Para	
17.	

Treasury challan is NOT attached with the technical offer.

e.

Multiple rates are quoted against one item. g. Manufacturer's relevant brochures 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. If the validity of the agency agreement is expired. The commercial offer against FOB/CIF/C&F tender is quoted in local m. currency and vice versa. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed. Earnest money is not provided. Earnest Money is not provided with the technical offer (or as q. specified). 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. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender. If OEM and principal name and complete address is not u. mentioned. Original Principal Invoice is not attached with offer. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the Understood Understood not agreed decision of DP (N) or CINS or any other problematic area towards the execution of agreed the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below: S.No. **Limitation Period** Category of Appeal Appeals for liquidated damages Within 30 days of decision a. Appeals for reinstatement of contracts Within 30 days of decision b. Appeals for risk & expense amount Within 30 days of decision C. Within 30 days of decision d. Appeals for rejection of stores Appeals in all other Cases Within 30 days of decision e. Understood Understood **<u>Limitation.</u>** Any appeal received after the lapse of timelines given in para agreed not agreed 39 above shall not be entertained. SECRECY / NON DISCLOSURE AGREEMENT (NDA) The supplier shall undertake as per attached Annex C that any information About the sale/purchase of stores under this contract shall not be Understood Understood agreed not agreed 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.

38.

39.

41.

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

Firms which are not registered with DGDP should initiate provisiona Understood 43. registration in accordance with Para 41. Besides, ground check by Field Securit

Understood not agreed

Understood not agreed

` '	be made for security clearance related to participation in the tender opening. Firms undertake to provide following documents for y FS Team:
b. In c. Sa Cl Sa	come Tax Return ales Tax Return ales Tax Certificate namber of Commerce Industry Certificate ofessional Tax Certificate (Excise & Taxation) ffice/Home/Ware House Property documents ility Bills (Phone/Electricity) rm Vehicle/Personal Vehicle EO Visiting Card/NIC Copy, 03Xspecimen signature of CEO GDP Registration letter rm Bank Statement on Black List Certificate X Witness + CNIC and Mobile Numbers olice Verification gency Agreement EM Certificate O Certificate O Certificate ock List with value company Profile/Broachers mployees List rm Categories ole Proprietor Certificate artnership Deed tt Limited emorandum of Articles orm 29 and Form A corporation Certificate
Agreed" shall n	mnly undertake that all IT clauses marked as "Understood agreed not agreed not agreed or the changed / withdrawn after tender opening. The IT provision orm the baseline for subsequent contract negotiations.
	ve terms and conditions are confirmed in total for acceptance. f DPL-15 (warranty form) and PBG are enclosed as Annex A & B.
	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 <u>01 Year</u> after the acceptance of stores by the end user

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

SIGNATURE	
DATE	
PLACE	

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

(i)	Contract No	dated	
(ii)			
(iii)	Address of Firm/Contractor _		
(iv)	Name of Guarantor		
(v)	Address of Guarantor		
(vi)	Amount of Guarantee Rs		
()
(::\	•	n words)	
(VII)	Date of expire of Guarantee_		
	The President of Islamic stroller of Military Accounts (D	•	_
Sir,			
1.	Whereas your good self have	entered into Contract No.	dated
	with Messer's		
	(Full Name an		
custo	tract is the submission of usomer to your good self for a sees/FE (as		
	In compliance with this stipular undertake as under: -	ation of the contract, we hereby	y agree
	To pay to you unconditior rence to our Customer and a	•	m or Rs. oplicable)
writte	en Demand Notice.	as weath be mentioned	iii youi
b.	To keep this Guarantee in for	ce till	
Store Cust if any this last of shall payn	That the validity of this Bank ad of the original/extended dees which so ever is later in durationer i.e. M/s	ation on receipt of information or from your office on or before this day. Our liabi on the closing of banking hou of Guarantee. Claim received to you suffer a loss or not. On a document i.e. Bank Guarantee	ee of the from our out. Claim, lity under on the hereafter or ceceipt of

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)

<u>AFFIDAVIT/UNDERTAKING</u> (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 (A	ir) and Directorate General Defence Purchase, Ministry
of Defence Production, R	Rawalpindi that our firm M/s
has applied for registration	n with Director General Defence Purchase (DGDP) duly
completed all the docume	nts required by registration section on (date)
i,e before signing the con	ntract. I certify that the above mentioned statement is
	ected on any stage that our firm has not applied for
•	General Defence Purchase or statement given above is
•	liable for disciplinary action initiated (i,e debarring, the
	ner Defence Establishment and Govt Agencies). I also
	ary action taken will not be challenged in any Court of
Law.	
	Signature
Station:	Name :
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No. $\underline{2290376/R}$ - $\underline{2210/310298}$ dated $\underline{03-10-2022}$. This tender will be closed for Acceptance at $\underline{1030}$ Hours and will be opened at $\underline{1100}$ Hours on. $\underline{21-05-2024}$ Please drop tender in the Tender Box No $\underline{201}$.
- 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.

0.110	DETAIL OF OTODEO	OT) (TOTAL
SNO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	MECHATRONICS / COMPUTER LAB EQUIPMENT FOR PNPI			
	Mitsubishi (FX-3U) PLC Trainer with interface modules & HMIs Or			
	SIEMENS 57-1200 PLC TRAINER WITH INTERFACE MODULES & HMIS OR EQUIVALENT.	QTY: 02		
	2. PNEUMATIC AND ELECTRO PNEUMATIC TRAINER WITH REGULATORS, DISTRIBUTORS, VALVES AND COMPRESSOR OR EQUIVALENT	^T\/. (\')		
	3. MICROCOMPUTER SENSING CONTROL SYSTEM ALONG WITH PHOTOELECTRIC & HALL EFFECT TRANSDUCER (PHOTO TRANSISTORS) TEMPERATURE TRANSDUCER (PYRO ELECTRIC) INFRARED & ULTRASONIC TRANSDUCER PRESSURE & STRAIN GAUGE AND LVDT TRANSDUCER OR EQUIVALENT.	QTY: 02		
	4. COMPUTER (INTEL CORE-I7 11 GENERATION) FOR COMPUTER LAB (NSN 7435-70-511-4870) OR EQUIVALENT			
	DETAILES:			
	TECHNICAL SPECIFICATION SPECIAL INSTRUCTIONS: AS PER ANNEX 'A'			
	GENERAL INSTRUCTIONS: AS PER ANNEX 'B'			
	Note: All items are required as a package partially quotes will be Rejected.			
	Detailed:			

Technical Specification Speci Instructions: As per Annex A.	al	
General Instructions: As per Annex B.		
Above mentioned price includes 18% sa Tax (Please tick Yes or No)	le Yes	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. **Technical Scrutiny Report**. Required

5. **Delivery Period. 06** Months

6. <u>Currency.</u> Pak Rupees

7. **Basis for acceptance.** FOR / 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:-

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

- a. Rates for Contract. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
 - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

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

b. 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).
- c. 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).

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financia capability to undertake the project.
- b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on ctiveTaxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- h. 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.
- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.

- h. 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 10 903/6 DATED 03-X-22

S No	Detailed Technical Specifications	Firm's Reply (Complied/ Partially Complied/ Not Complied)	Firm's Remarks and Proposals Reference
Evalua Compl through	Guidelines for Firm for Submitting Proposals for Technical ation. Firm is required to clearly mention Complied/ Partially lied/ Not Complied remarks against each Clause and qualify same h mentioning references in respective Clause from the attached echnical proposal/ brochures as per following format: a. Proposed System Weight 40 to 60 KG	Complied	Refer Para 3 of firm/OEM technical proposals/ Boucher.
1.	02 x Siemens S7-1200 PLC Trainer with interface modules & HMIs or equivalent		
	System Capabilities/ Functions a. System capabilities/ functions are as under:		
	(1) Traffic Light Control (2) Light control (3) Basic Control Circuits (4) Step Motor Control		
	(5) Tank Filling devices control (6) Keypad control (7) DC motor control (8) Basic control circuit		7//
	(9) STEP 7 TIA portal operation Technical Specification b. Technical specifications are as under.		
	(1) PLC SIEMENS STEP7- Micro/WIN programming software. (2) Frequency Response: 50Hz~60Hz; (3) AC Voltage: 220V		
2.	(4) 14 digital input/10 digital output 02 x Pneumatic & Electro pneumatic trainer with regulators,		
	distributor, values & compressor or equivalent System Capabilities/ Functions		
	a. System capabilities/ functions are as under:		
	(1) Basic Pneumatic components (Single-Acting Air Cylinder, OR Valve, Sequence valve etc) (2) Basic Pneumatic Control Circuits (Air Cylinder manual Control Advance and pressure Control Reverse, Single –Acting Air cylinder Remote control). (3) Electro- Pneumatic sequence Control circuits.		
	Technical Specification b. Technical specifications are as under		

	(1) Frequency Response: 50Hz~60Hz; (2) AC Voltage: 220V	
3,	02 x Microcomputer sensing control system along with photoelectric. Transducers, Phototransistors, temperature transducers (pyro electric), infrared & Ultrasonic transducer pressure & strain gauge and LVDT transducer or equivalent	
	Scope of Supply: a. The Microcomputer sensing control system along with photoelectric, Transducers, Phototransistors, temperature transducers are designed to uses different sensors or transducers for experiments and troubleshooting circuits. The trainer has different modules.	
	(1) System Capabilities/ Functions	
	(a) Gas sensor i (b) Temperature Transducer (c) Hall Current sensor (d) PT100 Temperature Sensor (e) Humidity Sensors (f) Photovoltaic Cell (g) Proximity switch (h) Infrared Transducer (j) Pressure Sensor (k) Cds Cell (l) Fiber optical Communication (m) Angle Sensors	
	Technical Specification	
	b. Technical specifications are as under: (1) Frequency Response: 50Hz~60Hz; (2) AC Voltage: 220V	
4.	43 x Computer (intel @ Core-i7 8 Generation) or equivalent	-
	Scope of Supply:	
	Advance Computers Owing to advancement / automation in marine system/ professions, requirement of well-equipped computer lab is deemed indispensable	
	(1) <u>Technical Specification</u>	
	(a) Dell Optiplex (b) Tower casing (c) Intel Core i7 or equivalent (d) Processor : 3.6 GHz (e) Cacha: 16MB (f) Hard Disk: ITB SATA	A PA
	(g) RAM: 8GB DDR4 (h) Dell 20" LCD or equivalent (j) Dell Optical Mouse and keyboard or equivalent	

	(k) Dell Optiplex or equivalent (l) Frequency Response: 50Hz~60Hz; (m) AC Voltage: 220V (n) Original Windows 10		
5.	a. M/s K & H MFG CO LTD Or FAR EASTor Equivalent (for items at S No 1 & 3 above) b. M/s Shandong Dolang technology Equipment Co Ltd or Equivalent (for item at S No 2 above) c. M/s Dell, USA or equivalent (for item at S No 4 above)		
6.	MANUFACTURING The equipment shall be recently manufactured/ latest version and may not be older than 01 years at the time of delivery.	SHQ S	

Annex B to Indent No 22 90 376
Dated: 03 - X - 22

S. No	Description	Firm's Reply (Complied/ Partially Complied/ Not Complied with Remarks	Firm's Remarks and Proposal Reference
Note: G	uidelines for Firm for Submitting Proposals for Technical Evaluation. Firm	Complied	Refer Para 3
against Clause t	ed to clearly mention Complied/ Partially Complied/ Not Complied remarks each Clause and qualify same through mentioning references in respective from the attached firm's technical proposal/ brochures as per following format: a. Proposed System Weight 40 to 60 KG		of firm proposals/ Boucher,
1.	a. Proposed System Weight 40 to 60 KG DELIVERY SCHEDULE		
77			
	The equipment/ stores are to be delivered within 6 month from the date of		
2.	signing of contract on FOR Karachi basis. PAYMENT TERMS:		
10 50	a. As per DPP&I-35 (Revised 2019) or as decided by DP(N).		
-	PT P		
	(1) 60% payment on completion of following:		
	(a) Delivery at FOR Karachi alongwith tools/ stores. (b) Joint Inspection. (c) Provision of documents.		
	(a) Transman and documental		
	(2) 20% payment on successful completion of Installation/ STW/ Commissioning of equipment/ machinery at purchaser site complying all specifications/ acceptance criteria and issuance of acceptance certificate by end user.		
	(3) 20% payment on completion of following:		
	 (a) Satisfactory conduct of operator and basic maintainer training of PN team. To be accepted by end user through acceptance certificate. 		
	(b) Issuance of CRV by Consignee.		
3.	WARRANTY/ GUARANTEE:		
	Complete equipment including accessories are to be warranted by the seller for a standard (one year) warranty period, for all defects from the date of final acceptance by PN.		
	b. Only OEMs and/ or their authorized reps having repair/ support setup in Pakistan can participate in tendering process. Sufficient documentation/ evidence are to be provided with technical offer authenticating that the quoting firm is the OEM and/ or its authorized rep.		
	c. The seller is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new.		
	d. The seller is to guarantee that equipment/ materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.	(1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1	1

	Post-delivery, the seller will replace on the basis of without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective 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 seller failure to replace the defective stores without any additional cost within 30 days, he will refund relevant cost in the currency in which received along with a reasonable compensation as claimed by PN.		
4.	PERFORMANCE BANK GUARANTEE (PBG) To ensure timely and correct supply of stores, the firm will furnish an Irrevocable and un-conditional Performance Bank Guarantee within 30 days of signing of the contract from 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 the completion of warranty period.		
5.	a. Two Sets of following original documents (in hard and soft) are to be provided by the firm for each tool kits: (1) 02 x User Manuals		
	b. Firm will provide brochure of the equipment against IT for study by PN, at the time of TSR. Photocopies of documentation will not be accepted. c. Firm is to obtain clearance from OEM regarding availability of original documentation as per PN requirement. Later on after contract conclusion no relaxation in this regard will be entertained.		
6.	ADDITIONAL INSTRUCTIONS Packing a. Packing of equipment should be of international quality standards to be worthy of air, sea, rail and road transportation. Joint Inspection Committee b. Reps of CINS, Rep of FMG (WE), End User (PNPI), NSD and seller to carry out joint inspection of delivered equipment/stores at NSD within 15 days of receipt of stores by PN.		
	Country of Origin c. Imported (other than India and Israel) with OEM CoC. Quality Standards d. The equipment and accessories are manufactured and assembled in accordance with British' US MIL specifications/ Western EU standards or equivalent. The Quality standards compliance certificate is to be submitted with the offer.		
	e. OEM be ISO or own country's (in case of Western EU) standards certified. Certificate to this effect of OEM is to be provided by seller while exact mentioning of ISO classification and own country (in case of Western EU) standards, at the time of supply/ delivery of the equipment at NHQs. Discrepancy f. The consignee shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the	CH 19	

consignment. The quantities found short/deficient/defective are to be made good by the Seller free of cost.

Penalty

- g. The Seller before making the shipment will carry out complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/ trials, the purchaser 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.
- h. The penalty shall not absolve the Sellier 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.

Certificate Of Conformance by OEM

- Seller/OEM will confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.
- Seller through certificate is to confirm that he will provide import documents at the time of delivery of stores.
- Seller 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.
- m. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockist will not be acceptable.
- n. Firm/ Supplier shall provide correct and valid Email and Fax No to CINS and DP(N). Supplier/ contracting firms shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP(N) Hardcopy 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 will be black listed. 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.

Technical Rejection

p. In case of non-compliance to any of the clause of Annex 'A' to indent, offer is subject to technical rejection.

Liquidated Damages (LD)

q. 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

3

	issuance of any formal amendment. For delays beyond 21 days and incase of subsequent schedule/ supply orders for delays beyond 15 days, formal amendment to the DP will be required. For purposes of imposing LD, if and when imposed, grace period will be inclusive i.e. LD will be calculated from the original delivery date and not from the expiry of the grace period. LD will be recovered at the rate of upto 2% but not less than 1% of the value 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 valued excluding taxes/ duties, freight, KPT, insurance charges of the stores delivered late.		
	ACCESSORIES	SE STATE	
	 Details of the accessories being offered are to be intimated in the technical offer. 		
	PROVISION OF BROCHURE		
	s. The OEM Brochure of the equipment containing all technical details is to be provided by the seller along with technical offer.		0
	UPDATES & CURRENT INFORMATION		
	t. Supplier in his "Technical Offer/ Quotation" is to provide latest updates and current information about technical specifications/ details. If pattern number, part number or quality standards of a particular item has been superseded by a new one after conclusion of the contract, the supplier will be required to produce a documentary proof to this effect originating from the relevant OEM. If replaced part affects fittings and functioning of other associated parts as well, then detail of those parts are also to be provided.		
7.	ACCEPTANCE/ INSPECTION CRITERIA:		
	The equipment will not be acceptable in case of the following:		
	(1) Equipment specifications are not as per Annex 'A'.		
	(2) Documentation is not provided as per Annex B.		0
	(3) Certification Requirements are not met as per Annex 'B'.		
	(4) Seller is to provide the acceptance criteria in accordance with OEM approved procedures and for evaluation by PN. PN will evaluate the supplied acceptance criteria & amend it as per its experiences as regards to operation & maintenance of equipment within 60 days of receipt of the criteria.		
	b. The final acceptance certificate will be signed by PN within 01 week only after successful completion of all acceptance trials to the entire		
	satisfaction of PN.		

U T			
	 Commissioning charges (if any) to be mentioned separately in the commercial bid. 		
	TRIALS		
	a. Full Trials is to be conducted within 01 month after successful		
1	installation as per OEM criteria/ full spectrum of available options in		
13	equipment at DNDI for testing interval and spectrum of available options in		
	equipment at PNPI for testing integrity and satisfactory operation of the entire		
1	system will be carried out in presence of FMG(WE) Karachi/ and End User.		
100	b company to a second control of the		
	b. Sequel to transportation at user site and completion of installation,		
13	Simulator will be operated up to end user requirement/satisfaction. In case of		
13	simulator failure during operation, the seller will be responsible to replace the		
	detective part(s) or complete simulator at firm's expanse (leah-size		
	transportation, labor & service charges) and complete the required trials.		
13	Seller is responsible to provide every accessories / equipment /		
	software for use during trials.		
10.	BUY BACK		
1	The seller will buy back the spare parts supplied as part of this contract at the		
13	selling price, which are no longer required as indicated by the Purchager		
2	within 02 years from the final acceptance of the equipment/ system.		
11.	TERMINATION		
1			
4	a. If at any time during the currency of the contract Purchaser decides to		
	terminate the contract for any reason whatsoever (other than for reasons of		
	non-delivery) he shall have right to do so by giving the Seller a registered		
- 3	redirectly) he shall have right to do so by giving the Seller a registered		
12	notice to that effect. In that event the Purchaser shall accept delivery at the		
- 3	contract price and terms of such stores/goods/services which are in the		
- 1	actual process of manufacturing that is completed and ready for delivery		
1	within thirty days after receipt by the Seller of such notice.		
	and the state of the delicit of addit house.		
-	In the case of remainder of the undelivered stores/goods/services the		
	Purchaser may elect either to have any part thereof completed and take the		0.33
13	delivery thereof at the contract price or to cancel the remaining quantity and		
	pay to the Seller for the articles or sub-components or raw materials		
	purchased by the Seller and are in the actual components or raw materials		
1	ourchased by the Seller and are in the actual process of manufacturing at the		
	price to be determined by the Purchaser. In such a case materials in the		
- 3	process of manufacturing shall be delivered by the Seller to the Purchaser.		
15	No payment shall however be made for any materials not yet in the		
	actual process of manufacturing on the date notice of cancellation is		
1	eceived.		
1	Should the Celles fell to dell		
	Should the Seller fail to deliver goods/services in time as per terms of		
6	contract or fail to render Bank Guarantee within the stipulated time period or		
-	any breach of the contract the Purchaser reserves the right to		
	erminate/cancel the contract fully or any part thereof at the risk and expense		
	RE) of the Seller.		
	ADDITIONAL PURCHASE		
5	Seller is to agree that in case Purchaser wishes to buy additional quantity/		
T	number of stores within next 12 months after the completion date of the		
- 6	contract, the Seller shall provide the equipment at the cost by calculating		
i i	inflation rate/ appreciation or depreciation rate announced by Government of		
5	Seller's country. The Seller may however sell stores at a lower cost.		
	ND USER CERTIFICATE (EUC)		
		COHES!	
- 5	and User Certificate for OEM/ Seller to export the system to Pakistan shall be	13/ /6	
1	provided by Purchaser within 45 days after signature of contract by both the parties (if required by Seller).	6/	
- 5	COMPENSATION ON BREACH OF CONTRACT	- 1/	
14. 0			

	If the Seller fails to supply the contracted stores/ equipment or contract is cancelled either on Seller's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Seller or stores/ equipment declared defective and causes loss to the Purchaser, Seller shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/ defect or from the rescission of this contract. When such default/ defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Sellier in Government of Pakistan treasury in the currency of contract.		
15.	RISK & EXPENSE (R/E)		
	In the event of failure on the part of seller to company with the contractual obligations the contract will be cancelled at the Risk and Expense of the seller in accordance with DPP&I-35 (Revised 2019).		
16.	ARBITRATION		
	a. Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:		
	(1) The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws.		
	(2) The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine.		
	(3) The arbitration award shall be firm and final and binding on both the parties to the contract.		
	(4) In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration.		9
	(5) All proceedings under this clause shall be conducted in English language and in writing.		
17.	SECRECY		
	The Seller(s) shall undertake that any information about the sale/ purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Seller. In this regard, 'Non Disclosure Agreement (NDA)' as per format at Appendix II is to be signed by the firm at the time of signing of contract.	QC 48	
18.	INDEMNITY	(SOA)	(3)
	The Seller shall at all times indemnify the Purchaser against all claims which	12/11/	ACH

	-		
		may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the 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 Seller of the same and the Seller shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.	
1	19.	SUBLETTING SUBLETTING	
	20.	The Seller shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Seller shall not sublet, transfer or assign the contract or any part thereof to any other firm/ party without prior written permission of the Purchaser. PRICE VARIATION	
		Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture.	
	21.	AMENDMENT IN THE CONTRACT	
6	22.	Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties. OBTAINING OF EXPORT LICENSE	
		"It is responsibility of seller to obtain export license/permits etc (if any) in the seller's country. Failure to obtain the same shall not constitute grounds for "Force Majeure".	
F	23.	INTEGRITY PACT	
		This contract exceeding the price limit 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.	
	24.	FORCE MAJEURE	
		a. The Seller shall not be held responsible for any delay occurring in supply of equipment 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, prohibition measures of Governments (prohibition of trade relations with certain countries as a result of Unites Nations sanctions imposition) and its agencies and disturbance directly affecting the Seller and events or circumstances on which the Seller has no control.	
		b. In order to be deemed force majeure, the said events should be extraordinary, unpredictable and unavoidable nature and occur after this contract comes into force and be beyond control of the seller.	
		c. Should the force-majeure circumstances occur, the seller must notify in writing the purchaser of such situation within 30 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. Within reasonable time, the seller exposed to force majeure should transfer to the purchaser a Certificate issued by the legal authorities, as an evidence of occurrence of the force majeure situation.	(2)
		e. Should the force majeure situation occurs, the timing of the	F-1 -7/1

	performance by the seller and purchaser of their respective obligations under the contract shall be extended adequately, by adding on the duration of such circumstances and consequences thereof.		
	f. Should the force majeure circumstances continue for more than consecutive 60 days, the seller and purchaser 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 seller & purchaser 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).		
	g. 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.		
25.	PRICE OF ALL DELIVERABLES: a. The seller should mentioned the price of all deliverables (i.e. equipment, spares, documentations, services, tools/ test equipment, training, installation, test/ trials/ commissioning etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract.		
	b. In his quotation the seller should separately mention (as applicable) the price as per following format:		
	S No Description		
	(1) Complete equipment (2) Operator manual		
	(3) Maintenance manual (4) Tools kit		
	(5) Commissioning Charges		
	(6) Consumables for three years operation of equipment		1
	(7) Training (8) Parts Catalogue/ other documents/ price list		
26.	TSR TSR of the case will be carried out by a committee nominated by NHQ.		
27.	END USER PNPI		
28	200.		
29.	CONSIGNEE		
	The Commanding Officer Naval Stores Depot		
	at PN Dockyard	130 IS/0	

	The Seller 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 Seller 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 Seller should inform the purchaser at least one (01) year in advance. The Seller shall ensure the provision of such components/ parts as demanded by the purchaser prior discontinuation of the production and shall provide alternate for such components/parts in case the original is not available. The Seller shall ensure the spare supportability during warranty period in terms of DPL-15 and after	
	warranty. For efficient spare supportability the Seller shall provide the spares from its stock (preferably held in Pakistan at Karachi or Islamabad).	
31.		
	6110	

Appendix-I	to	Annex	B
Indent No.			
Dated			

UNDERTAKING/ NON - DISCLOSURE CERTIFICATE)

	No.	(Name & App	ointment)
	on be	ehalf of (Name for Firm/	Contractor)
	-	(With address and Te	elephone number)
	emp		ide by the provision of Official Secrets Act each of these provision on my part or any r penalty under law, will render immediate
-	-		Sig
			Status/ Appointment Place Date
200	1.	Signature of Witness Name (in block capital CNIC No (Please attach photocopy) Address	Seal & Date
6	2.	Signature of Witness Name (in block capital CNIC No (Please attach photocopy) Address	Seal & Date

Appendix-II to Annex	В
Indent No.	
Dated	

INTEGRITY PACT

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

Contract No.	DATE	
Contract Value		
Contract Title	for Pakista	an Navy
any administrative subo	rest, privilege or other obligation or t	obtained or induced the procurement of benefit from Government of Pakistan or er entity owned or controlled by it (Govt
it has fully declared the or agreed to give and a directly or indirectly the broker, consultant, dir gratification, bribe, finde the object of obtaining obligation or benefit in expressly declared purs M/s	e brokerage, commission, fees etc. pushall not give or agree to give the air ough any neutral or juridical person, rector, promoter, shareholder, sporar's fee or kickback, whether describe or inducing the procurement of a commatsoever form, from the Govt of quant hereto.	represents and warrants that aid or payable to anyone and not given myone within or outside Pakistan either including its affiliate, agent, associate, msor or subsidiary, any commission, ed as consultation fee or otherwise, with intract, right, interest, privilege or other Pakistan, except that which has been I make full disclosure of all agreements of the transaction with Govt of Pakistan to circumvent the above declaration.
purpose of this declarat privilege or other obliga any other rights and re	full disclosure, misrepresenting facts ion, representation and warranty. It a tion or benefit obtained or procured	strict liability for making any false or taking any action likely to defeat the agrees that any contract, right, interest, as aforesaid shall, without prejudice to tan under any law, contract or other
Supplier] agrees to inde its corrupt business pra- equivalent to ten times to by M/sas	emnify Govt of Pakistan for any loss of actices and further pay compensation he sum of any commission, gratification aforesaid for the purpose of obtaining	by Govt of Pakistan in this regards, [the or damage incurred by it on account of on to Govt of Pakistan in an amount on, bribe, finder's fee or kickback givening or inducing the procurement of any effit in whatsoever form, from Govt of
[The Purchaser]		[The Supplier]

Tender No	DP-3 NAME OF THE FIRM DGDP REGISTRATION NO ADDRESS TELEPHONE NO OFFICIAL E-MAIL FAX NO MOBILE NO
To:	Directorate of Procurement (Navy) Through Bahira Gate Near SNIDS Centre, Naval Residential Complex E-8 ISLAMABAD Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649
DEAR SIR	Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk DATE
SCHEDULE TO THE TENDER INQUIRY OR SUCH ACCEPTANCE OF TENDER AT THE PRICES OFFERED THAT THIS OFFER WILL REMAIN VALID UP TO <u>120</u> TERMS OF RATES QUOTED AND THE CONDITIONS A	OR OF PROCUREMENT (NAVY) THE STORES DETAILED IN PORTION THEREOF AS YOU MAY SPECIFY IN THE DIAGAINST THE SAID SCHEDULE AND FURTHER AGREE DAYS AND WILL NOT BE WITHDRAWN OR ALTERED IN ALREADY STATED THEREIN OR ON BEFORE THIS DATE. CEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBED
CONTRACT IN FORM NO. DP-35 (REVISED 2019) OF PAKISTAN, MINISTRY OF DEFENCE (DIRECT CONDITIONS GOVERNING CONTRACTS" SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QU	O TENDERS AND GENERAL CONDITIONS GOVERNING INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT ORATE GENERAL DEFENCE PURCHASE) "GENERAL AND HAVE THOROUGHLY EXAMINED THE JOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO A	ND FORM PART OF THIS TENDER:
A B C	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(CAPACITY IN WHICH SIGNING) ADDRESS: DATE SIGNATURE OF WITNESS

*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-

Address.....

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

(g) Treasury Challan Form for tender Fees as applicable

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

IMPORTANT

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

1.	Name :
2.	Father's Name :
	Address (Residential) :
 4.	Designation in Firm :
	CNIC :(Attach Copy of CNIC) NTN :
	(Attach Copy of NTN) Firm's Address :
9.	Date of Establishment of Firm :
10	. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).
(Ki	ndly fill in the above form and forward it under your own letter head with contact details)