

**COVERING SHEET**

I/we M/s \_\_\_\_\_ do hereby affirm to adhere to the necessary instructions for participation in the procurement process. All the columns of DP-I, II and III forms are filled, signed and stamped as per requirement. Data Sheet (for unregistered firms only) is attached and required to be filled in all respects.

Yours truly,

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Complete Name

\_\_\_\_\_  
Capacity in which Signing

\_\_\_\_\_  
Date

Seal/Stamp of Firm

Contact Numbers Assistant Directors Procurement DP(Navy)

ADP-36      051-9262307

**DIRECTORATE PROCUREMENT (NAVY)**

Tender No.....  
 Directorate of Procurement (Navy)  
 Near SNID Centre, CDA Market  
 At Naval Residential Complex  
 Sector E-8, ISLAMBAD  
 Tel: 051-9262307  
 Fax : 051-2100104  
 E-mail: [dpn@paknavy.gov.pk](mailto:dpn@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. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms & 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](http://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. **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.

Understood agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

4. **Delivery of Tender.** The tender documents covering technical and commercial offers are to be furnished as under:-

Understood agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

a. **Commercial Offer.** The offer will be in duplicate and indicate prices quoted in figures as well as in words in the currency mentioned in IT. It should be clearly marked in fact on a separate sealed envelope “Commercial Offer”, tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

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

Understood  
agreed

Understood  
not agreed



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

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)  
(Firms must clearly identify where their offer does not meet or deviates from IT Specs)

c. **Special Instructions.** Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

Understood  
agreed

Understood  
not agreed



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

Understood  
agreed

Understood  
not agreed

offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

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

Understood  
agreed

Understood  
not agreed



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

Directorate of Procurement (Navy)  
Near SNID Centre, CDA Market  
At Naval Residential Complex  
Sector E-8, ISLAMBAD  
Tel: 051-9262307  
Fax : 051-2100104  
E-mail: [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)

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

Understood  
agreed

Understood  
not agreed



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

Understood  
agreed

Understood  
not agreed



7. **Validity of Offer.**

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

Understood  
agreed

Understood  
not agreed

- |   |  |  |
|---|--|--|
| <p>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.</p>  | <p>Understood<br/>agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>8. <b><u>Part Bid.</u></b> Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.</p>   | <p>Understood<br/>agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>9. <b><u>Quoting of Rates.</u></b> Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).</p> | <p>Understood<br/>agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>10. <b><u>Return of I/T.</u></b> ITs are to be handled as per following guidelines:</p>  |  |  |
| <p>a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.</p>   | <p>Understood<br/>agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.</p>   | <p>Understood<br/>agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>c. It is a standard practice to invite all firm(s) including those un-registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.</p>  | <p>Understood<br/>agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>11. <b><u>Withdrawal of Offer.</u></b> Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.</p>   | <p>Understood<br/>agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>12. <b><u>Provision of Documents in case of Contract.</u></b> In case any firm wins a contract, it will deposit following documents before award of contract:</p>  | <p>Understood<br/>agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>a. Proof of firm's financial capability.</p>   |  |  |
| <p>b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.</p>   |  |  |
| <p>c. Principal/Agency Agreement.</p>   |  |  |
| <p>d. Registration with DGDP (Provisional Registration is mandatory)</p>  |  |  |

13. **Treasury Challan.**

Attached Not Attached

a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.



b. Firms, un-registered / un-indexed with DGDP (Registration Section) are to acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP).

14. **Earnest Money/Tender Bond:-** Your tender must be accompanied by a **Call Deposit Receipt (CDR) in favor of CMA (DP)**, Rawalpindi for the following amounts:

Attached

Not Attached

a. **Rates FOR Contract.** The rate of earnest money and its maximum ceiling 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. 0.200 MILLION.

(ii) **Registered/Pre-Qualified but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 0.400 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. **Improper/ Insufficient Earnest Money** Earnest Money/ Bid security furnished with tender is strictly in conformity of tender/ IT conditions (Clause 14-a of DP-1 and Clause 11 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 said IT conditions.

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

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.

.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form
f.	Bank Statement for last one year.	Financial standing/audit balance sheet
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

16. **Inspection Authority.** CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DP-35 and PP & I (Revised 2019) or as per terms of the contract.

Understood  
agreed

Understood  
not agreed



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

Understood  
agreed

Understood  
not agreed



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

Understood  
agreed

Understood  
not agreed

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



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

c. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

- (1) General Sales Tax
- (2) Income Tax
- (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
- (4) Any other tax/duty.
- (iii) Fixed overhead charges like labour, electricity etc.
- (iv) Agent commission/profit, if any.
- (v) Any other expenditure/cost/service/remuneration as asked for in the tender.

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

- |   |                          |                          |
|---|--------------------------|--------------------------|
|   | Understood<br>agreed     | Understood<br>agreed     |
| a. 1 <sup>st</sup> rejection on Govt. expense                         | <input type="checkbox"/> | <input type="checkbox"/> |
| b. 2 <sup>nd</sup> rejection on supplier expense                      | <input type="checkbox"/> | <input type="checkbox"/> |
| c. 3 <sup>rd</sup> rejection contract cancellation will be initiated. | <input type="checkbox"/> | <input type="checkbox"/> |

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

Understood agreed	Understood not agreed
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<input type="checkbox"/>	<input type="checkbox"/>
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21. **Integrity Pact.** There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:

Understood agreed	Understood not agreed
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<input type="checkbox"/>	<input type="checkbox"/>
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- |   |                          |                          |
|---|--------------------------|--------------------------|
| 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 <a href="http://www.ppra.org.pk">www.ppra.org.pk</a> or can be requested at <a href="mailto:dponavy@paknavy.gov.pk">dponavy@paknavy.gov.pk</a> | Understood<br>agreed     | Understood<br>not agreed |
|   | <input type="checkbox"/> | <input type="checkbox"/> |

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 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, <b><u>PERMANENT BLACKLISTING</u></b> of firm / company through DGDP and | Understood<br>agreed     | Understood<br>not agreed |
|   | <input type="checkbox"/> | <input type="checkbox"/> |



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: 051-9267408 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.                 | Understood<br>agreed     | Understood<br>not agreed |
|   | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. <b><u>Correspondence.</u></b> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).   | Understood<br>agreed     | Understood<br>not agreed |
|   | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. <b><u>Pre-shipment Inspection.</u></b> PN may send a team of officers including DP(N) member for the inspection of major equipment and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer. | Understood<br>agreed     | Understood<br>not agreed |
|   | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. <b><u>Amendment to Contract.</u></b> Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.   | Understood<br>agreed     | Understood<br>not agreed |
|   | <input type="checkbox"/> | <input type="checkbox"/> |
| 25. <b><u>Discrepancy.</u></b> The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.   | Understood<br>agreed     | Understood<br>not agreed |
|   | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. <b><u>Price Variation.</u></b>  |                          |                          |
| a. Prices offered against this tender are to be firm and final.   |                          |                          |
| b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.  | Understood<br>agreed     | Understood<br>not agreed |
|   | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated  |                          |                          |

by the circumstances beyond the control of the Supplier, the case may be decided accordingly.

27. **Force Majeure.**

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.

Understood  
agreed

Understood  
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.

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

Understood  
agreed

Understood  
not agreed

a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.

b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.

c. The arbitration award shall be firm and final.

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

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

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

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

Understood  
agreed

Understood  
not agreed

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

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

Understood  
agreed

Understood  
not agreed

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

Understood  
agreed

Understood  
not agreed

34. **Termination of Contract.**

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

Understood  
agreed

Understood  
not agreed

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

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

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

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

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

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

36. **Application of Official Secrets Act, 1923.** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.  Understood agreed  Understood not agreed

37. **Acknowledgment.** Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. [WWW.PPRA.ORG.PK](http://WWW.PPRA.ORG.PK)  Understood agreed  Understood not agreed

38. **Disqualification.** Offers are liable to be rejected if;

a. Received later than appointed/fixed date and time.  Understood agreed  Understood not agreed

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.  Understood agreed  Understood not agreed

d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.

d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.

e. Treasury challan is NOT attached with the offer.

f. 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.

j. Subject to restriction of export license.

k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.

l. If the validity of the agency agreement 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.

39. **Appeals by Supplier/Firm.** Any aggrieved Supplier/ Firm against the decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

Understood agreed  Understood not agreed

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

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

Understood agreed  Understood not agreed

41. **For Firms Not Registered with DGDP.** Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website [www.dgdp.gov.pk](http://www.dgdp.gov.pk). These firms can participate in tender i.a.w. paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

Understood agreed  Understood not agreed

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

Understood agreed  Understood not agreed

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise & Taxation)

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

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

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

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

Sincerely yours,

\_\_\_\_\_

(To be Signed by Officer Concerned)

Rank: \_\_\_\_\_

NAME: \_\_\_\_\_

**INVITATION TO TENDER FORM**

1. Schedule to Tender No. **210007/B- 2111/360131/P-36** dated **10-11-2021**. This tender will be closed for acceptance at 1030 Hours and will be opened at **1100 Hours** on **14-12-2021**. Please drop tender in the Tender Box No **205**.
2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer may be rejected.
3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same can be requested from DP (N) at Email [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)

<b>S#</b>	<b><u>DETAIL OF STORES</u></b>	<b>QTY/ UNIT</b>	<b>UNITPRICE</b>	<b>TOTALPRICE</b>
1	LEVEL LUFFING PORTAL CRANE (25 TON 60 METERS) IN PN DOCKYARD WITH MANDATORY ACCESSORIES, SPARE PART, INSTALLATION /COMMISSIONING AND TRAINING  <b><u>DETAILS</u></b>  A. Detailed Specification as Per Annex A.  B. General requirement /conditions as per Annex B. c. Bid Evaluation Criteria and score sheet as per Annex C.	01 Nos		
	<b><u>OEM:</u></b>			
	<u>Above mentioned price exclusive sale Tax</u>			
	<b><u>Grand Total</u></b>			

**Terms & Conditions**

1. **Special Instructions** : CATEGORY- A
2. **Terms of Payment** : As per Clause-2 of Annex B
3. **Origin of Stores** : To be indicated by Firms.
4. **Origin of OEM** : To be indicated by Firms.
5. **Technical Scrutiny Report:** Required.
6. **Delivery Period** : As per Clause-01 of Annex B
7. **Currency** : USD
8. **Basis for acceptance** : **FOB Basis.**

9. **Bid validity** : **120 days**
10. **Tendering procedure** Single Stage - Two Envelope bidding procedure will be followed as per PPRA Rules, 2004. PPRA Rule 36 refers.
11. **Earnest Money/Tender Bond: -** Your tender must be accompanied by a **Call Deposit Receipt (CDR) in favor of CMA (DP)**, Rawalpindi for the following amounts:
- a. **Rates FOR Contract.** The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-
- (i) **Registered/Indexed/Pre-Qualified Firms.** 2% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.
- (ii) **Registered/Pre-Qualified but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.
- (iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 0.400 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. **Improper/ Insufficient Earnest Money** Earnest Money/ Bid security furnished with tender is to be strictly in conformity of tender/ IT conditions. In case amount of Earnest Money/ Bid Security is improper/ insufficient and in violation of IT clauses (DP-1 clause 14), offer will be rejected and Earnest Money will also be confiscated for crediting in Govt. treasury.
12. **Special Note.**
- a. All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).
- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.
- c. 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.
- d. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the technical and



commercial offers both. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.

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

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

**g. 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 release 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.**

h. Requisite amount of earnest money (in shape of CDR in the favour of CMA (DP)) is to be attached in separate envelope 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.

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

k. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices.

**Note: In case of failure to comply with the above instructions, Terms and Conditions, offer shall be liable for rejection.**

## SPECIAL INSTRUCTIONS – INDENT NO \_\_\_\_\_

CATEGORY- A

### SOURCE OF SUPPLY

1. Genuine OEM certified brand new stores will only be acceptable. Stores not procured directly from OEM or his authorized dealer/agent/stockiest will not be acceptable.
2. Supplying Firm in his “Offer/Quotation” is to clearly state whether stores will be supplied directly from relevant OEM or OEM’s authorized dealer/agent/stockiest.
3. In case the stores are being sourced through OEM’s Authorized Dealer/Agent/Stockiest, a documentary proof to this effect comprising OEM’s Dealership Certificate in respect of Dealer/Agent/Stockiest is to be provided by the Supplying Firm with following endorsements.
  - a. Certificate reference number with date.
  - b. Name of the authorized dealer/agent/stockiest.
  - c. Last date/duration/period for validity of dealership.
4. Supplying Firm in his “Offer/Quotation” is to provide, OEM’s contact (address, e-mail address, phone, fax and website etc).

### ORIGIN OF SUPPLY

5. Supply of Firm in his “Offer/Quotation” is to specifically mention a country of origin for the stores which will be subsequently endorsed in the “Contract”

### UPDATES & CURRENT INFORMATION

6. Supplying Firm in his “Offer/Quotatio” is to provide latest updates and current information about technical specifications/data. 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 Supplying Firm 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, than details of those parts are also to be provided.

### DOCUMENTATION REQUIRED

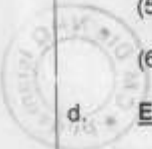
- 7 Supplying Firm is to provide following documentation at the time of inspection:
  - a. Firm’s Warranty/Guarantee on form “DPL-15”.
  - b. OEM’s “Certificate of Conformity” indicating following and in accordance with NHQ letter CM/465/RRC/212 dated 19-05-2009:
    - (1). Pattern/Part Numbers of stores.
    - (2). Description of stores along with quantity.
    - (3). List of Serial Numbers of Batch Numbers or Lot Numbers as embossed/engraved on the stores.

- (4). Date/Period of manufacture.
  - (5). Conformance to standards/specifications quoted in the I.T.
  - c. OEM Test Certificate.
  - d. Import documents comprising "Lading/Airway Bill" or "Shipping Bill" and "Bill of Entry" duly endorsed with the name of Supplying Firm.
  - e. In case like 'Minimum Order Quantity' where Supplying Firm itself has not imported the stores rather obtained from another firm/company/party that has actually imported the stores, the Supplying Firm will still remain responsible for providing above mentioned documents and genuineness of stores.
8. OEM's "Certificate of Conformity" originating from "Principal" who is neither the OEM nor the OEM's authorized dealer/agent/stockist will not be acceptable.

Yours faithfully,

.....  
(Signature of Tenderer)  
(Capacity in which signing)  
Address:.....  
Date.....

No	DETAILED TECHNICAL SPECIFICATIONS	FIRM'S REPLY /REMARKS
1.	<p>a. <b>Scope of Supply.</b> Delivery, installation and commissioning of 01 x Level Luffing Portal Crane 25 Ton (25/3.5 Ton SWL at radius 18.1/60 Meters) operable on NBs 1-4 curved rail track at PN Dockyard.</p> <p>b. <b>Technical Specifications</b></p> <p><b>Design Standard</b></p> <p>(1) The crane to be designed and contracted in accordance with latest British Standards specifications or equivalent.</p> <p>(2) The stability of the crane to be in accordance with F.E.M. "Rules for the Design of Hoisting Appliances" (Latest Issue) - or equivalent.</p> <p>(3) <b>Working Condition:</b> The Crane to be stable with 160% SWL in zero wind conditions.</p> <p>(4) <b>Out of Service Conditions:</b> The crane to have a stability factor of not less than 1.1 with no load on hook and jib parked in 110 N/sq meter wind pressure.</p> <p>(5) The crane to have a revolving superstructure supported on a gantry mounted upon rail wheels to travel on level track. The portal crane should operate on existing track from NB 1 to 4 with center distance between the rail tracks approx. 5.5m (to be confirmed by supplier as per its own design philosophy). Crane should have level luffing features.</p> <p><b>TECHNICAL DATA</b></p> <p>c. <b>Leading Particulars.</b> The crane to conform to the following:</p> <p>Max. Working load (under crane hook)</p> <p>(1) Hoist (SWL) 25 Tons (SWL) @ 15 to 20 m</p> <p>(2) 3.5 Tons (minimum) (SWL) @ 60 m</p> <p>(3) Max radius: Approx. 60 m</p> <p>(4) Max. ambient temperature: 45°C</p> <p>(5) Max. relative humidity: 95%</p> <p>(6) Power supply: 400 V, 3 Phase 50 Hz</p> <p>d. <b>Estimated Weight/ Wheel Loads :</b> as per OEM specification</p>	



2.

**PERFORMANCE SPECIFICATION**

a. **Motion Speeds**

- (1) Hoisting (25 Tones) As per OEM specification
- (2) Slewing -do-
- (3) Level Luffing (average) -do-
- (4) Traveling -do-

b. **Electric Motors:**

Separate motors of suitable ratings for each movement listed below:

- (1) Hoisting
- (2) Slewing (2)
- (3) Level Luffing
- (4) Traveling (8)

c. **Electrical Supply** 400 Volts, 3 Phase 50Hz

d. One additional frequency converter/ drive for each motion of crane i.e hoist, luff & slew as standby arrangement is mandatory.

e. One Spare set of rope properly preserved for storage along with a hook is mandatory

f. Wind speed indicator is required.

g. Escape arrangements to be provided to crane operator in case of emergency.

h. Maintenance of conducive environment for humidity control using as per weather conditions of Karachi for fitted electronic equipments.

3.

**FUNCTIONAL FEATURES**

a. **GENERAL DESIGN**

(1) The design of the crane to be generally of modular concept to facilitate transport and allow assembling at site (to cater simplified and short term operation).

(2) The crane to have a revolving superstructure and slew bearing supported on a truck frame which is mounted upon rail wheels to travel on a straight, curve and level crane track.

(3) The motions of hoisting, slewing and luffing to be driven by separate electric motors and the traveling motion to be driven by separate electric motors. Travelling speed should provide gradual increase from 0 to maximum to minimize sudden jerks.

(4) Level luffing of the load to be achieved by the reeving of the hoisting rope.

(5) Provision to be made for the jib head to be lowered to suitable level. This would facilitate easy maintenance of the jib head pulleys



and the reeving of replacement ropes. Steel work to have clean lines with 'pocks' which might collect water or debris being avoided. All steelwork to be blast cleaned to SA 21/2 finish before subsequent navy grey painting.

(6) The ergonomically designed control cabin to be arranged to afford the operator with a good/maximum view of the load and working area. All controllers and equipment to be arranged in the panoramic cabin for easy operation.

(7) All control / electronic equipments to be provided air conditioned / dust free conductive environment.

(8) Dedicated lift/ elevator to be installed to facilitation boarding/ lodgigg of crane driver at crane.

4. **HOISTING MOTION**

a. **Mechanism**

(1) The load to be lifted on two falls of rope with a single pulley snatch block and a swivel hook unit.

(2) The hoisting rope to be coiled on a fabricated steel barrel having block helically machined grooves and flanged at both ends.

(3) . The barrel should be grooved with Lebus type machining for multi-layer spooling.) At least one spare groove to be maintained when the hook is at its highest position.

(4) The drive from the horizontal foot mounted motor to be arranged through a flexible coupling to a totally enclosed planetary gear reduction unit fitted with roller bearings, running in oil and built into the barrel. The coupling to incorporate a brake drum for the automatic Electro mechanical brake.

(5) The hoisting gear assembly to be located in the open on the machinery bed for ease of maintenance.

(6) All movements should accommodate for the thruster disc/ automatic electro mechanical brakes.

b. **Brake**

Dynamic braking to be provided to control the lowering of the load. Thus as the controller is moved from maximum position to off position the electrical system should automatically reduce the hoisting speed without the application of the actual brake. Braking may only occur with the controller at its position or in the event of the operation of the emergency stop switch.

c. **Limit Switch**

(1) - A quick self resetting limit switches to be fitted to prevent over hoisting and over lowering. Software based limit switches should be used for normal speed reduction and stop limits.



(2) Mechanically ultimate limit switches to be provided as an extra safety measures.

d. **Safe Load Indicator**

(1) The crane should have safe load indicator that continuously monitors the load on the hook and rope at different angles/ locations and positions of jib.

(2) The tension in the hoisting rope to be sensed by means of a deflector pulley or strain gauge in contact with the rope.

(3) The control equipment of the crane should cut out hoisting of the hook at 110% of the SWL.

(4) A visual display unit to be mounted in full view of the driver, indicating the actual hook load and the working radius and should also provide a visual/ alarm warning as the load approaches the maximum SWL. Audible and visual warning of an overload should also be provided in the operator cabin and on the crane super structure.

e. **Rope**

The flexible steel wire hoisting rope to be of suitable construction confirming to regularized international standard of latest issue. The rope to have an adequate factor of safety based upon the particular rope tension as recognized by international standards.

f. **Pulleys**

(1) The pulleys to have machined grooves and to be fitted with arrangement for grease lubrication as per recognized international standard.

(2) Pulleys should be arranged in a manner in which rope on hook should not get tangled during operations.

g. **Snatch block**

The snatch block to be the single pulley type supporting a hook of the forged steel point type to be of BS 2903 or international standard (latest issue). The hook to be arranged to rotate on a thrust bearing and to be fitted with a spring operated safety catch.

5. **SLEWING MOTION**

a. **Mechanism**

(1) The revolving part of the crane to be carried on a totally enclosed bearing of recognized international standard. The inner section of the bearing should incorporate internal gear teeth and be bolted to the truck top. The outer section of the bearing to be bolted to the underside of the machinery bed, both sets of bolts being pre-loaded. The bearing to must capable of sustaining combined axial and radial loads and tilting movements.



(2) An intelligent device to be incorporated in the drive to limit the slew torque.

(3) The slewing motion to be imparted to the rotating superstructure by forged steel slew pinion at the lower end of a vertical shaft and meshing with the fixed part of the slew bearing assembly bolted to the truck top.

(4) The drive from the vertical flange mounted motor to be arranged through a combined coupling and brake disc to a totally enclosed gear reduction unit. A device to be incorporated in the drive to limit the torque.

(5) The slewing gear assembly to be located in the open on the machinery bed.

b. **Brakes**

(1) Two, manual or automatic, electromechanical brakes to be provided on the motor shaft extension.

(2) The control system to be arranged to give controlled slew speeds. However, the slew motion can coast at slow speed.

(3) The Electromechanical brake be released when the slew controller is first operated and remains energized until the circuit breaker or main switch is operated.

(4) The operation of a pushbutton/ emergency stop adjacent to the controller to de-energise the brake coil and applies the Electro-mechanical brake providing the slewing controller is in the off position. This enables the crane revolving superstructure to be locked for long periods at the discretion of the driver.

c. **Drip Tray.**

A fabricated steel drip tray to be provided to catch any grease from the slew bearing.

6. **LUFFING MOTION**

a. **Mechanism**

(1) The hoist rope to be suitably reeved between pulleys at the jib head and at the superstructure apex; so positioned that the load moves along a substantially horizontal path when the jib is luffed in or out.

(2) The luffing rope to be coiled on a fabricated steel barrel having helically machined grooves and flanged at both ends. The barrel to be of sufficient capacity to accommodate in one layer all the working range of the rope plus the anchorage incorporating three dead turns when the jib is luffed out to its maximum radius position. At least one spare groove to be maintained when the jib is luffed in to its minimum radius position.





(3) The barrel must also include compartment for storing the tail end of the working rope, which is required when lowering jib head down to rail level by means of the hoisting rope.

(4) The drive from the horizontal foot mounted motor to be arranged through a flexible coupling to a totally enclosed planetary gearbox fitted with roller bearing, running in oil and built in to the barrel.

(5) The coupling to incorporate twin brake drums for the automatic Electro-mechanical brakes.

(6) The barrel should be grooved with Lebus type machining for multilayer spooling.

(7) The luffing gear assembly to be located in the open on the machinery bed.

b. **Brake**

(1) Dynamic braking to be provided to control the luffing motion. This to be as described under Hoisting Motion.

(2) Double brakes must be provided. One brake on the motor shaft and one disc brake acting directly on the drum flange. Each brake to be capable of the full duty, the second brake being slightly delayed in operation so that it is subjected to wear only if the first brake needs adjustment. The slight delay in braking then draws attention to the fault whilst maintaining safe operation.

(3) Under 'Emergency Stop' conditions both brakes must apply simultaneously.

c. **Limit switches**

Software controlled limit switches should be used for normal speed reduction and stop limits & Mechanically ultimate limits shall be provided as extra safety. Quick break self-resetting limit switch to be fitted to limit the jib at maximum and minimum radii. The switch to incorporate additional contacts arranged for slow down of the luffing speed when approaching maximum or minimum radius prior to operation of the final limit. In addition, a key operated switch to be arranged to override the maximum radius limit to allow the jib head to be lowered to rail level. A limit switch interlocked with the safe load indicator to be provided to prevent loads being luffed beyond their respective maximum radii.

d. **Rope**

(1) The flexible steel wire luffing rope to be of suitable constructions conforming to recognized international standards of latest issue. The rope to have an adequate factor of safety based upon the maximum in service rope tension.

(2) A light line to be fitted to the tail end of the working rope of the barrel and arranged to pay off sufficient working rope when the jib head



is lowered to rail level.

e. **Pulleys**

(1) The pulleys to have machined grooves arranged for grease lubrication.

(2) The pulleys to comply with the suitable construction confirming to recognized international standards of latest issue.

f. **Buffers**

Spring buffers to be provided on the super frame structure to cushion the load of the jib when approaching minimum radius and to provide a positive outward force when luffing out from the minimum radius position.

g. **Luffing Rope Change**

Provisions to be made enabling change of luffing rope either through lowering the boom to the ground or with use of erection pendants.

**TRAVELING MOTION**

a. **Mechanism**

(1) The crane to be able to travel at the I type rail track 5.5 meters apart from NBs 1 to 4 at PN Dockyard.

(2) The crane to be mounted upon four bogies each fitted with minimum four traveling wheels. The bogies to be connected to the truck legs by pin compensating gear to give equal distribution of loading to the travel wheels.

(3) The traveling wheels in the bogies to be machined on the treads to suit the Purchaser's crane rails. The wheels suitable construction shall confirm to recognized international standards of latest issue.


(4) The traveling motion to be driven by at least four electric motors, each motor driving two wheels in its bogie. Thus one half of the total numbers of rail wheels are driven and braked. Each motor will drive through a fluid coupling to a totally enclosed reduction gear unit. Each coupling to incorporate a brake drum for the automatic electro mechanical brakes. The output shafts of the gearboxes to incorporate the driving pinion for the subsequent spur transmissions. Each motor to incorporate an electro mechanical brake on the shaft end These to consist of gearing bushed to rotate on fixed steel shafts and finally driving directly on the rail wheels.

(5) The design of each bogie assembly to be such that all spur wheels are adequately protected against the weather and the ingress of abrasive matter.

(6) No open gearing allowed.


b. **Brakes**



	<p>Automatic Electro-mechanical brake to be provided on each first motion shaft extension.</p> <p>c. <b><u>Limit Switch</u></b></p> <p>A quick brake self-resetting limit switch to be fitted on the bogies for first slowing down the bogie motion and to stop the bogie motion at the end of the track.</p> <p>d. <b><u>Buffers</u></b></p> <p>Resilient rubber buffer blocks to be provided at the outer end of each bogie corner assembly. Suitable end stops to be supplied and fitted at each end of the rail track.</p> <p>e. <b><u>Rail Clamps/ Screw Jacks</u></b></p> <p>A manually operated rail clamp/ screw down type jack to be provided on each bogie corner assembly to afford additional. Resistance between crane and the rails in adverse weather conditions. The clamp/ jack foot to have an adequate surface area in accordance with rail track to achieve this purpose.</p>	
8.	<p><b><u>STRUCTURE</u></b></p> <p>a. All primary load path structural steelwork to be of mild steel construction conforming to recognized international standards of latest issue. The jib to be of Grade 50C tubular steel. All other steelwork viz driver's cabin, access ladders and platforms etc, to be of mild steel to BS 4360: 1990 – Grade 43A or equivalent.</p> <p>b. Field connections for main structural members to be made strength fraction grip bolts.</p> <p>c. <b><u>Jib</u></b></p> <p>(1) The jib to be of suitable construction, built of suitable construction conforming to recognized international standards of latest issue, rigidly braced to withstand wind pressure and slewing stresses.</p> <p>(2) Adequate guards to be provided on all jib pulleys.</p> <p>d. <b><u>Superstructure</u></b></p> <p>The superstructure to consist of a framework of suitable construction conforming to recognized international standards of latest issue.</p> <p>e. <b><u>Machinery Bed</u></b></p> <p>The machinery bed to be a welded structure of rolled steel sections and plates designed to form a rigid foundation for the jib foot bearing brackets and the hoisting, slewing and luffing machinery units. Machined surfaces to be provided to which motors and gears are attached.</p>	

	<p>f. <b>Truck</b></p> <p>(1) The truck frame to consist of a framework of rolled steel hollow sections and plates in the form of a portal structure with a clear way beneath.</p> <p>(2) The upper part of the truck to consist of a rectangular welded steel base frame with an integral extension providing a fixing for the combined inner race and the internal spur of the slew bearing.</p> <p>(3) Provision to be also made at each corner of the crane for jacking and supporting so that any one complete bogie assembly can be removed for maintenance and overhaul.</p>	
9.	<p><b>ACCESS</b></p> <p>a. Ladders and platforms are to be provided for access to all parts of the crane requiring inspection and maintenance. Safety hoops to be fitted on steeply raked ladders that are external to the crane structure.</p> <p>b. Platforms to be fitted with toe guards and suitably protected by double tier handrails of steel tubing on angle stanchions. Platforms to be decked with expanded galvanized steel mesh panels.</p>	
10.	<p><b>DRIVER'S CABIN</b></p> <p>a. The driver's cabin to be positioned at machinery bed level in front</p> <p>b. The cabin to be of steel construction and to be arranged with windows having hinged opening sections for ventilation. These to provide the driver with a good/ panoramic view of the load and working area. Glazed safety glass to be used throughout with all panes being of tinted anti-glare glass. A windscreen wiper/washer unit to be fitted to the front window of the cabin.</p> <p>c. Provision to be made to enable the outside surfaces of all panes of glass to be cleaned by means of fitting opening sections and the provision of narrow service platforms arranged with handrails and stanchions on the two sides of the cabin. Shade / blinds to avoid direct sunlight in to the cabin may also be provided with each glass</p> <p>d. An adjustable upholstered seat to be provided for the driver and the controllers and operating gear to be grouped in a convenient manner.</p> <p>e. The floor of the cabin to be of marine structure covered with rubber matting to cater electric shocks.</p> <p>f. A hinged door fitted with a strong lock for exterior locking to be arranged in the rear wall of the cabin.</p> <p>g. 02 x air conditioning unit for cooling requirements of driver cabin to be provided. The air conditioners should be suitably coated with anti corrosive coating to withstand extreme humid and corrosive environment. The walls and roof of the driver cabin to be insulated to prevent heat conduction in to the cabin, external noise and to provide water proofing to electronic equipments.</p> <p>h. Angle, radius and load table to be placed in driver cabin at suitable location.</p>	



11.	<p><b><u>ELECTRICAL PANEL</u></b></p> <p>a. The electrical panel to be placed suitably/ independently.</p> <p>b. The electrical panel to be located in a closed panel with hinged panel doors.</p>	
12.	<p><b><u>GENERAL DETAILS</u></b></p> <p>a. <b><u>Welding</u></b></p> <p>Welding procedures to be in accordance with practices described in the reputed international Welding Manual. Similarly, non-destructive testing of welds to be also in accordance with this manual and should generally be of the dye penetrant or ultrasonic type.</p> <p>b. <b><u>Lubrication</u></b></p> <p>All bearings, other than those which are oil lubricated, to be arranged for lubrication by grease gun through drilled holes in the shafts or housings. Grease nipples to be grouped, where possible.</p> <p>c. <b><u>Guards</u></b></p> <p>Moving parts, which are not rendered safe by design or not effectively guarded by the crane structure to be adequately guarded.</p> <p>d. <b><u>Ballast</u></b></p> <p>The ballast weights for the revolving superstructure to be of concrete or steel plate painted with grey color and properly secured.</p> <p>e. <b><u>Name and Load Plates</u></b></p> <p>(1) Two nameplates of glass reinforced plastic construction to be mounted in prominent positions on the truck top.</p> <p>(2) A load plate, also of glass reinforced plastic construction, to be mounted in a prominent position at the access point to the crane.</p> <p>f. <b><u>Tools</u></b></p> <p>One set of tools for routine maintenance to be provided for crane, each set being packed in a separate steel toolbox fitted with a lock. The tools to comprise requisite Multimeter, spanners, pliers, screw driver, Lifting jacks, hammer, oilcan and grease gun etc and special tools as per OEM recommendation.</p>	
13.	<p><b><u>WORKS APPLICATION</u></b></p> <p>a. <b><u>Paint</u></b></p> <p>(1) Paint thickness to have a tolerance suitable construction confirming to recognized international standards of latest issue</p> <p>(2) All structural steelwork to be blast cleaned confirming to recognized international standards of latest issue. Following are preferred application;</p>	

- i. One coat of epoxy primer 60 microns ADFT.
- ii. One coat of high build epoxy undercoat 60 microns ADFT.
- iii. One coat of alkyd based under coat 40 microns ADFT.
- iv. One coat of alkyd based, exterior gloss 40 microns ADFT.

Note: ADFT stands for Ave Dry Film Thickness.

- (3) Total average dry film thickness 200 microns

(4) Finish paint to be of **INTERSHEEN 778** (IP Paint) part No: LUU37L-Light grey or **BS-381C** Color code 676 Light Grey.

b. **Mechanical Equipment**

(1) All surfaces which require painting to be thoroughly scrapped and hand wire brushed to remove all dirt, rust etc. and any grease patches to be removed with solvent prior to painting.

(2) All surfaces, other than machined which are to remain bright are to then receive the adequate coatings as per recognized international standards.

c. **Proprietary Equipment**

Electrical equipment and proprietary items supplied in the manufactures standard finish may not be subsequently painted.

d. **Cast Iron Ballast Blocks**

All ballast blocks to be supplied as steel plate or concrete

e. **Site Treatment**

Crane to be delivered to site finish painted and to be supplied with sufficient paint to enable any painting required on areas where paint has been damaged during shipment and erection.

f. **Treatment of Access**

All ladders platforms, handrails, stanchions and cable trays to be painted as for structural steel work.

g. **Treatment of Bolts Etc**

(1) All bolts, nuts and washers, with the exception of the following, to be cadmium plated.

(2) High strength friction grip bolts, nuts and washers for structural connections to be fitted in the standard 'block' finish and then painted as for structural steelwork.



4. **ELECTRICAL EQUIPMENT SPECIFICATION**

**Note:** All PC boards of electric/control systems are to be applied with conformal coating for protection against, moisture/residual



Industrial corrosive gases in air.

a. **ELECTRICAL SUPPLY**

(1) **Supply**

400 Volts, 3 phase + earth, 50 hertz.

(2) Supply Parameters (approximate values which are to be confirmed with order) Current rating based on R.M.S of

Voltage tolerance = +10%, - 15%  
Frequency =  $\pm 2\%$

(3) Voltage drop at maximum start current not to exceed - 15%

b. **Supply Isolation**

(1) A 400 volt triple pole switch fuse unit (ISOLATOR) to be fitted at the base of the crane on the crane side of the cable reel.

(2) The unit to be weatherproof.

c. **Current Collection Equipment**

(1) **Cable Reel, Dock to Crane**

i. A heavy duty automatic motor operated cable reel to be fitted. The reel to be provided with sufficient cable to allow 65m of travel in each direction from a center feed point, a total of minimum 130m of travel. At the point of maximum travel there should be one dead turn of cable remaining on the reel. The slipping enclosure to be weatherproof, fitted with an anti condensation heater.

ii. The reel to be fitted with a travel limit switch for last cable loop protection and to stop the crane travel motion. A twin directional roller guide diverting unit would be fitted at the base of the crane.

(2) **Collector Column**

Truck to Superstructure. A totally enclosed slipping collector column to be fitted, brass rings with copper graphite brushes to be used. The enclosure to be weatherproof, rated IP55 and fitted with an anti condensation heater.

15. **CONTROL AND DRIVE SYSTEM**

a. **Hoist, Luff, Slew And Travel Motion**

(1) The hoist, luff and slew motions to be provided with a high integrity variable speed electronic drive by Siemens Sinaic S120 type. The system to provide full 4 quadrant operation. The system to be designed specifically for crane drives. By varying the stator voltage of the motor the torque could be controlled so as to obtain the desired



speed.

(2) The system to incorporate for the control of the applied stator voltage and reversal of the direction of the stator phase rotation: Contactors are not required to reverse the motors direction of rotation.

(3) Load independent speed control to be achieved by means of the encoder feedback and the command signal from the driver's master controller providing a closed loop system.

(4) The system to have stepless speed control from zero to 100% speed. The motors to accelerate and decelerate smoothly in accordance with the time period set in the adjustable built in ramp generator.

(5) Smooth, stepless electrical braking to almost zero speed as the driver's controllers are brought to their off positions to minimize the wear and maintenance on the mechanical brakes, which would only be used as a holding or emergency brake.

(6) The electrical control system to be a programmable logic controller type Siemens ET200SP-CPU-1510SP-1PN, safety circuits to be hard wired.

(7) The electrical control system to be a programmable logic controller, safety circuits to be hard wired.

(8) A bypass circuit to be enclosed, which would enable the hoist, luff and slew motions to be used under plain rotor resistance control in an emergency.

b. **A Large LCD Display**

(1) LCD display to show following parameters:

- (a) Motor status: Stop, start or running condition.
- (b) Actual motor load in amperes or percentage of full load amperes.
- (c) Continuous tracking of thermal capacity as a percentage of full capacity.
- (d) All setting in the Motor Protection Unit.
- (e) In case of a trip, the fault condition.
- (f) The actual motor load being above or below the auxiliary protection function setting (over current/under current protection)
- (g) Jib Angle & length
- (h) Actual Load & SLI display
- (j) Wind speed

(2). READ/ SET pushbutton to display any setting or actual motor load or reserve thermal capacity.

(3). FAULT pushbutton to display the cause of a trip.

(4) RESET pushbutton to reset the Motor Protection Unit after a trip.





	<p>c. <b><u>Travel</u></b></p> <p>The travel motion to be provided with cage induction motors and direct online starters, the travel motors to drive through fluid couplings to provide a soft start. The travel motion to be of variable speed in both directions, controlled by joystick in the drivers control console.</p> <p>d. <b><u>System Components</u></b></p> <p>(1) The control and drive system to comprise of but not be limited to the following:</p> <ul style="list-style-type: none"> <li>i. Hoist, Slew Luff and travel in a waterproof single panel.</li> <li>ii. Crane Protective (Main Distribution).</li> <li>iii. Drivers controllers and control pushbuttons (fitted to upholstered and fully adjustable chair).</li> <li>iv. Rotor resistance units for hoist luff and slew motions.</li> </ul> <p>(2) Joystick type master controllers to be fitted in the driver's cabin for the control of the hoist, luff, slew and travel motions.</p> <p>e. <b><u>Panel Construction</u></b></p> <p>(1) Panels to be of the enclosed floor fixing type, dust and damp protected, to IP54 rating. All components to be suitable for tropical climatic conditions and mounted on sheet steel bases. All panels to be water proof and fitted with anti condensation heaters.</p> <p>(2) The necessary labeling and terminations to be included together with gland plates.</p> <p>f. <b><u>Software</u></b></p> <p>All maintenance operating software including periodic update to be included along with all passwords. The software is to be registered in PND's name directly with OEM and provided backup copies on CDs/ DVDs. Laptop for on location maintenance/ defect verification is also be updated.</p>
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16.	<p><b><u>MOTORS</u></b></p> <p>a <b><u>Hoist, Luff, Slew and Travel</u></b></p> <p>The hoist, luff, and slew motors to be fitted with an anti condensation heater and high temperature alarm switches. Motor insulation to be class 'F' with class 'B' temperature rise. The motors to be weatherproof IP55 rated, totally enclosed, fan cooled.</p> <p>b <b><u>Motor Outputs</u></b></p> <ul style="list-style-type: none"> <li>(1) Hoist motor to be rated for S6-60%.</li> <li>(2) Luff motor to be rated for S2-15 min.</li> <li>(3) Travel motors to be rated for S2-15 min</li> </ul>
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**GENERAL REQUIREMENTS**



a. All motors to be waterproof and coated with a special dockside/marine paint system and suitable for use in tropical climatic conditions with ambient temperatures of up to + 45°C.

b. The hoist, luff and slew motors to be fitted with an encoder to provide a speed feedback signal to the control and drive system.

c. The hoist, luff and travel motors to be horizontal foot mounted.

d. The slew motor to be vertical flange mounted.

17. **BRAKES**

a. **Hoist**

The hoist motor to be provided with a failsafe, spring applied electro-magnetic released/ Thruster brake.

b. **Luff**

(1) The luff motor to be provided with two failsafe, spring applied electrically released, motor brake and a spring applied hydraulic released drum brake. The drum brake to be fitted with a time lag.

(2) A rectifier to be fitted to allow the DC solenoid brake to be used on an AC supply.

c. **Slew**

(1) The slew drive motor to be provided with two failsafe spring applied electrically released DC caliper disc brakes. The brakes to be used for parking and emergency stop. The brakes to operate on a single disc so as to cancel shaft reaction.

(2) A rectifier to be fitted to allow use on an AC supply.

d. **Travel**

The travel to be fitted with failsafe spring applied electrically released DC motor disk brake/ drum brakes, one brake for each motor. The brakes to be fitted with an integral rectifier to allow use on an AC supply.

18. **LIMIT SWITCHES**

a. Limit switches to be provided on the hoist, luff and cable reel.

b. The switches to be self resetting and to operate in the control circuits.

c. Key switch overrides to be provided to allow the jib nose to be lowered to the ground and to allow the jib to be driven in the safe direction away from an ultimate limit.

d. The following limit switches to be fitted:-

(1) Minimum radius approach slowdown.



- (2) Minimum radius stop.
- (3) Minimum radius ultimate.
- (4) Maximum radius approach slowdown.
- (5) Maximum radius stop.
- (6) Maximum radius ultimate.
- (7) Maximum radius override (lower jib nose to ground).
- (8) Safe load indicator, intermediate radius interlock.
- (9) Hoist, highest hook position slowdown.
- (10) Hoist, highest hook position stop.
- (11) Hoist, highest hook position ultimate.
- (12) Luff, lowest hook position slow down.
- (13) Luff, lowest hook position stop.
- (14) Luff, lowest hook position ultimate.
- (15) Cable reel, cable last loop protection (stop travel).

19. **WIRING**

a. **Cable**

(1) Wiring of the crane to be carried out in EPR insulated, CSP sheathed 600/1000 volt grade ship wiring cables. Cables to generally comply with BS 6883.

(2) Minimum conductor sizes to be as follows:

- i. Power circuits (conforming to recognized international standards)
- ii. Control and lighting (conforming to recognized international standards)
- iii. Panel wiring

(3) Where there is relative motion caused by vibration, flexing or other causes, e.g. at the boom hinge, suitable multistrand (flexible) cables to be used.

(4) All cables to be clearly and permanently labeled/numbered in accordance with the wiring diagrams.

b. **Installation**

All fixed wiring to be neatly secured to cable tray using non-rusting cable ties. Stainless steel tray to be used externally galvanized mild steel tray to be used internally. Where it is not practical to run cable tray, cable is to run in trunking or heavy gauge galvanized conduit.

c. **Junction Boxes**

(1) Junction boxes to be weatherproof and of adequate size to allow easy access to terminals.

(2) All terminals to be permanently and clearly labeled/numbered in accordance with the wiring diagrams. A minimum of 20% spare terminals to be fitted.



d. **Earthing**

- (1) All electrical equipment to be securely mounted on the crane structure and connected to the main earth continuity conductors.
- (2) Earthing generally to be carried out by means of separate earth continuity conductors. These conductors to be stranded copper and insulated, colored green/yellow.
- (3) Small items of electrical equipment to be earthed from a separate earthing conductor included in a multi core cable, i.e. light fittings, limit switches, brakes, light switches, sensors and monitoring devices, sockets, etc.
- (4) The earthing conductors to be sized in accordance with the current edition of the I.E.E. regulations.
- (5) Two spring loaded earth brushes to be fitted at rail level to connect the crane structure to the crane rail.

e. **Travel Alarm**

An audible alarm and four flashing lights would be fitted at the base of the crane. These to be automatically energized prior to and during operation of the travel motion.

f. **Safe Load Indicator System**

- (1) A safe load indicator to be fitted to provide the driver with indication of the load being lifted.
- (2) The safe and indicator to cut out the hoist motion and luff out motion when the maximum safe load is exceeded, visual and audible alarms to be provided in the drivers cabin.

2. **LIGHTING, HEATING AND VENTILATION**

a. **Access Lighting**

Weatherproof twin 9 watt (18 watt) fluorescent bulkhead fittings to be fitted at the following locations:

- (1) 6 truck and truck top access ladders.
- (2) 3 superstructure access ladders.
- (3) 1 rear of driver's cabin.
- (4) 1 inside electrics house.
- (5) 2 machinery bed access.

b. **Internal Lighting**

Internal lighting to be provided by tubular fluorescent lights.

c. **Floodlights**

400 watt high pressure sodium flood lights to be fitted at the following location:



- (1) 2 at Jib Head.
- (2) 2 at front of machinery bed (either side of driver's cabin).
- (3) 2 at portal girder (either side of truck, facing along track).

d. **Anti Condensation Heaters**

The main drive motors, control and drive panels, collector column and cable reel slipping enclosures to be fitted with anti condensation heaters.

e. **Drivers Cabin Air Conditioning**

The drivers cabin to be fitted with a thermostatically controlled air conditioning unit. The unit to provide both heating and cooling of the cabin.

f. **Circuit Supply and Protection**

- (1) All electrical distribution and protection to comply with the current edition of the I.E.E. Regulations.
- (2) All necessary transformers, switches and circuit protection to be provided for the lighting, heating and ventilation circuits.
- (3) The circuits to be supplied from wall mounted 400/230 volt 3 phase 50 Hz distribution board. The board to be fitted with suitably rated miniature circuit breakers.

g. **Socket Outlets**

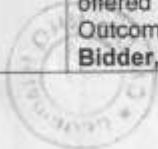
- (1) Socket outlets to be 100 volt, 2P + E, 16 amp for hand lamps and tools.
- (2) Sockets to be fitted at the following locations:
  - (a) 1 at inside driver's cabin.
  - (b) 1 at inside electrical house.
- (3) The sockets to be fed via a 110 volt center tapped earth transformer.
- (4) Socket outlets to comply with BS4343 (IEC 302,-2, CEE17).

h. **Emergency Stop Pushbuttons**


- (1) Emergency stop Push Buttons to stop all crane movements to be fitted at the following locations:
  - (a) 1 at front of crane protective panel (in electrics house).
  - (b) 1 at driver's cabin.
  - (c) 1 at machinery bed.
  - (d) 2 at rail level (one on each side of truck).
- (2) These Push Buttons to be colored red, fitted with a mushroom head and are to latch when operated, the function of these pushbuttons to be clearly identified.



	<p>j. <b><u>Anemometer/ Windscreen Wiper/ Washer</u></b></p> <p>(1) An anemometer to be fitted to actuate a visual and audible alarm in the driver's cabin when the wind speed reaches two pre-set levels, a pre-alarm and high level alarm.</p> <p>(2) A digital display of wind speed also to be provided in the driver's cabin.</p> <p>k. <b><u>Tools And Test Equipment</u></b></p> <p>(1) An adequate inventory of general purpose test equipment/tools and special to type test equipment/tools will also be provided by Supplier to support following:</p> <p>(a) Onboard maintenance and calibration of all equipment and the associated hardware.</p> <p>(2) Depot level maintenance and calibration of all equipment and the associated hardware.</p>	
21.	<p><b><u>PROVISION OF CALIBRATION CERTIFICATE</u></b></p> <p>Supplier will provide Calibration Certificates for all the measuring and monitoring devices fitted on the A/C panel.</p>	
22.	<p><b><u>ORIGIN OF OEM</u></b></p> <p>Preferably PAKISTAN, USA, UK, JAPAN, WESTERN EU, GERMANY and MALAYSIA.</p>	
23.	<p><b><u>ACCEPTABLE MAKES</u></b></p> <p>Preferably:</p> <p>a. M/s EXCELLIFT</p> <p>b. M/s STOTHERT &amp; PITT</p> <p>c. M/s MAN</p> <p>d. M/s KS &amp; EW</p> <p>e. M/s KROLL</p>	
24.	<p><b><u>BID EVALUATION CRITERIA</u></b></p> <p>a. Bids qualifying the minimum technical requirement as specified in clauses above will only be evaluated on Weighted Average Method. Evaluation criteria with maximum score for each attribute, weightage for technical and commercial score and formula for calculation of total evaluated bid score is given in Annex C.</p> <p>b. All bids shall be evaluated in accordance with evaluated criteria and other terms and conditions set forth in prescribed bidding document. The bid will be evaluated to determine the "Best Evaluated Bid" in accordance with Bid Evaluated Criteria at Annex C. Bidder is to provide details of attributes of offered Portal Crane as per tables at Annex C. The offer with highest Net Outcome of formula at Annex C will be considered as <b>Best Evaluated Bidder</b>, and winner of the contract.</p>	





S. NO	GENERAL REQUIREMENTS/CONDITIONS	FIRM'S REPLY/REMARKS
1.	<p><b><u>DELIVERY SCHEDULE:</u></b></p> <p>a. The equipment/stores/accessories/tools are to be delivered within 06 months from the date of signing of contract on FOB Karachi basis.</p> <p>b. All Port and dock charges will be paid at actual (if applicable) by Supply Officer PN Embarkation Headquarters, West Wharf Road Karachi on submission of the bills duly verified by Commanding Officer PN EHQ in Pak Currency.</p>	
2.	<p><b><u>PAYMENT TERMS:</u></b></p> <p>a. As per DP-35 or as decided by DP(N).</p> <p>b. 40% payment on completion of following:</p> <ol style="list-style-type: none"> <li>(1) Delivery at Pakistan alongwith tools/stores</li> <li>(2) Joint inspection</li> <li>(3) Provision of all documents</li> <li>(4) Satisfactory conduct of operator &amp; maintainer training of PN team prior delivery of stores.</li> </ol> <p>c. 60% payment on completion of following:</p> <ol style="list-style-type: none"> <li>(1) Successful completion of installation/ integration/ interfacing/ STW/ commissioning of platform/ equipment/ machinery at purchaser site complying all specification/acceptance criteria and issuance of acceptance certificate by end user.</li> <li>(2) Issuance of CRV by consignee</li> </ol>	
3.	<p><b><u>WARRANTY/GUARANTEE</u></b></p> <p>a. Supplier is to guarantee that product is as per specs of the contract.</p> <p>b. Complete equipment including accessories/software are to be warranted by the supplier for a period of 02 year, for all defects from the date of final acceptance by PN.</p> <p>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 not procured directly from OEM or his authorized dealer/agent/stockist will not be acceptable.</p> <p>d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.</p> <p>e. Post delivery, the supplier will replace DDP at consignee's warehouse on the basis of free of 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</p>	

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 failure to replace the defective stores free of cost within 30 days he will refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN.

4. **PERFORMANCE OF BANK GUARANTEE**

a. To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional and irrevocable PBG within 30 days of contract signing from a scheduled Pakistani Bank for an amount equivalent to 10% of the contract value (on a Judicial Stamp Paper of the value of Rs.100.00), in the same currency as that of the Contract and endorsed in the favour of CMA(DP) Rawalpindi. The CMA(DP), Rawalpindi has the like power of seeking encashment of the PBG as if the same has been demanded by the Purchaser himself. This PBG shall remain valid for 60 days beyond the completion of warranty period.

b. If the Supplier fails to issue the Bank Guarantee within the specified period because of circumstances that the Supplier is responsible for, the Purchaser reserves the right of cancelling the Contract.

c. In the event of any material breach of terms of Contract having implication on Time schedule and Scope of Work beyond the acceptable limits defined in this Contract, the Supplier shall be given a written notification to satisfy the breach within 30 days and if the Supplier fails to take satisfactory remedial actions, Purchaser shall have the right to forfeit the PBG but only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to hinder/restrain encashment of PBG provided to the Purchaser on account of this contract through any Court, extra judicial or any other process including administrative in nature whatsoever.

5. **LOGISTIC SUPPORT**

Manufacturer/OEM/supplier to certify that the spares will be available to support the supplied equipment for at least 15 years.

6. **DOCUMENTATION:**

a. Two sets of following original documents are to provided by the firm for each system at the time of contract:

**Maintenance Manual**

Maintenance manual containing:


(1) Maintenance manuals with circuit diagram with all maintenance routines of the equipment.

(2) Complete priced spare parts list alongwith part Nos to be provided.

(3) Routine wise list of all items with their Part No/NSN No, quantities, denomination and prices are to be provided which will be mandatory used in the routines. Any item that is to be changed on "condition base" or uncertain requirement, may be separately





	<p>indicated.</p> <ul style="list-style-type: none"> <li>(4) OEM recommended trouble-shooting procedures.</li> <li>(5) Servicing, maintenance, adjustment / test, removal /installation of subassemblies/parts.</li> <li>(6) List of vendors (names/addresses).</li> <li>(7) Illustrated Parts Catalogue (IPC)/ Parts Identification List (PIL).</li> <li>(8) Drawings and PCB Circuit diagram up to component level (if installed).</li> <li>(9) M recommended tools ,to conduct each scheduled maintenance routine along with complete details for identification purposes.</li> <li>(12) Drawings for mechanical and electrical system, assemblies/sub assemblies and components.</li> <li>(13) Certificate of calibration from OEM, if any.</li> </ul> <p>b. Firm will provide brochure of the equipment against IT for study by PN, at the time of TSR.</p>	
7.	<p><b><u>TRAINING (OPERATOR / MAINTAINER):</u></b></p> <p>a. 05 working days OJT for 03 personnel of PN to be arranged by the supplier/OEM at the unit premises, so that trained personnel are capable of:</p> <ul style="list-style-type: none"> <li>(1) Operating machine to its full capabilities, while ensuring all safety aspects of equipment.</li> <li>(2) CAD/Nesting of structural elements.</li> <li>(3) Carryout all types of maintenance routines.</li> <li>(4) Carryout fault diagnosis and rectification upto the module level of the equipment.</li> <li>(5) Be able to set to work, trial and commission equipment after routine maintenance and repair.</li> </ul> <p>b. Provision of computer based training CDs/DVDs.</p> <p>c. Training charges (if any) to be mentioned in the quotation by supplier.</p>	
8.	<p><b><u>FATs</u></b></p> <p>a. OEM is to carryout FATs at company premises. PN may send 02 officers to witness FATs at OEM premises.</p> <p>b. FATs schedule and FATs acceptance criteria is to be provided to PN 02 months in advance.</p> <p>c. For these trials international traveling of PN team will be borne by the buyer whereas domestic traveling boarding/lodging at OEM's country will be borne by the supplier.</p> <p>d. Supplier is to provide OEMs certified factory acceptance criteria and details of available facilities for testing of the equipment within 02 months after signing of the contract.</p> <p>e. PN will evaluate the supplied acceptance criteria and amend it as per its experiences as regards to operation and maintenance of equipment within 30 days of receipt of this criterion.</p>	

f. Shipment would be allowed only after acceptance of FATs by PN.

### **ADDITIONAL INSTRUCTIONS**

#### **Certification Requirement**

a. Supplier/OEM shall 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 import documents at the time of delivery of stores.

c. Supplier certificate for conformance of 100% contract specification, (any deviation to be clearly indicated in the offer) will be provided at the time of delivery of stores.

d. Calibration certificate traceable to international standards is to be provided by the OEM which is valid at the time of delivery.

e. Supplier is to provide following documentation at the time of inspection:

(1) Firm's Warranty/Guarantee on form "DPL-15" for functionality/serviceability of the item(s).

(2) OEM's "Certificate of Conformity" indicating following:

- (a) Pattern/Part number of equipment.
- (b) Description of equipment along with quantity.
- (c) Date/Period of manufacture.
- (d) Conformance to standards/specifications quoted in I.T.
- (e) List of serial No. or Batch numbers or Lot number as embossed/engraved on the stores.

(3) OEM Test Certificate.

f. Supplier is to be bound to re-calibrate the equipment during warranty period free of cost.

g. 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.

#### **Accessories**

h. Details of the accessories being offered are to be intimated in the technical offer and prices of these accessories are to be mentioned separately commercial offer.

#### **Provision of Spares/Consumables**

i. Supplier is to provide OEM recommended parts including consumables required for scheduled maintenance/operation for 01 year operation of the equipment (List to be provided with the technical proposal for vetting).



#### Certificate of Conformance by OEM

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

#### Technical Rejection

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

#### Additional Purchase

m. OEM/supplier is to provide an undertaking 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 will provide the equipment at the same cost. The supplier may however sell stores at a lower cost.

#### Obtaining of Licenses

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

#### Packing

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

#### Joint Inspection Committee

q. A joint inspection committee comprising reps from CINS, GM(SS), and NSD will carry out joint inspection of delivered equipment/stores at NSD within 15 days of receipt of stores. Para 3 e above also refers.

#### Origin of Supply

r. Origin of the equipment should be preferably from Imported with OEM CoC.

#### Discontinuation of Production

s. In case of discontinuation of production of any component part as result of obsolescence or development of upgraded version, the seller is to inform the buyer at least one (01) year in advance. The seller will ensure the provision of such components /parts as demanded by the buyer prior discontinuation of the production and shall also provide alternate for such



components/parts in case the original is not available.

**Quality Standards**

t. 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.

(1) The stability of the crane to be in accordance with F.E.M. "Rules for the Design of Hoisting Appliances" (Latest issue) - or equivalent

(2) Working Condition The Crane to be stable with 160% SWL in zero wind conditions.

u. OEM be ISO or own country's (in case of Western EU) standards certified. Certificate to this effect of OEM is to be provided by supplier while exact mentioning of ISO classification and own country (in case of Western EU) standards, at the time of supply/delivery of the equipment at NSD.

**Arbitration**

v. As per contract document of DP(N).

10. **INTEGRITY PACT**

If the Supplier or any of his sub-contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Supplier, then the Purchaser shall be entitled to:

a. Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier or any of his sub-contractors, agents or servants.

b. Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business practices of the Supplier or any of his sub-contractors, agents or servants.


(Appendix-1 to Annex B is attached with indent)

11. **ACCEPTANCE / INSPECTION CRITERIA**


a. The equipment will not be acceptable in case of the following:


- (1) Equipment specifications are not as per Annex 'A'.
- (2) List of Spares/Consumables required for maintenance / operation for 01 year is not provided as per Annex B.
- (3) Documentation is not provided as per Annex B.
- (4) Training is not conducted as per Annex B.
- (5) "Certification Requirement" are not met as per Annex B.
- (6) Confirmation of performance and functions is not same as given in the contract and relevant documentation/manuals.
- (7) Supplier 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



	<p>within 60 days of receipt of the criteria.</p> <p>(8) Successful completion of installation/ integration/ interfacing/ STW/ commissioning of platform/ equipment/ machinery at purchaser site complying all specification/acceptance criteria and issuance of acceptance certificate by end user.</p> <p>(9) "All equipment" shall be recently manufactured/fresh batch and my not be older than 01 year at the time of delivery.</p> <p>b. The final acceptance certificate will be signed by PN within week only after successful completion of all acceptance trials to the entire satisfaction of PN.</p>	
12.	<p><b><u>INSTALLATION/COMMISSIONING:</u></b></p> <p>a. Installation/commissioning and STW of the system/equipment is to be arranged within 30 days of supply of equipment by the supplier through OEM or their authorized rep(s) at PN Dockyard.</p> <p>b. Commissioning charges (if any) to be mentioned in the quotation by supplier.</p>	
13.	<p><b><u>DELAYS AND LIQUIDATED DAMAGES (LDs)</u></b></p> <p>Following Liquidated Damages shall apply for late completion of Consultancy Services as given in the Contract:</p> <p>14. Delay in the completion of all contracted stores/ deliverables up to Twenty One (21) days and for subsequent schedule/orders up to 15 days (from the original Delivery Period only) shall be regarded as "grace period" and no extension/ amendment shall be required. When LD is imposed, grace period shall be inclusive.</p> <p>b. For delays beyond the Grace period of Twenty One (21) days culpably caused by consultant, Purchaser shall have the right to impose LDs.</p> <p>c. LD, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&amp;I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges of the stores delivered late.</p>	
14.	<p><b><u>FORCE MAJEURE</u></b></p> <p>a. The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of Governments or any other authority competent in relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an</p>	



	<p>event the Supplier shall inform the Purchaser within 15 (fifteen) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.</p> <p>b. The Party initiating the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned aspects along with Force Majeure event and of its effects on the delivery of the Supplies or any of its obligations towards this Contract.</p> <p>c. Once the Party initiating the Force Majeure has provided the reasonable proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged to be realistic. In such case the Force Majeure shall be considered to have occurred.</p> <p>d. If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed to the Supplier for completion of his obligations so affected without any increase in Contract Price.</p> <p>e. If Force Majeure is considered present for a continuous period of more than 06 (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide future course of action.</p>	
15.	<p><b><u>APPLICABLE LAW, DISPUTES AND ARBITRATION</u></b></p> <p>a. The Contract shall be governed by and construed in accordance with the Laws of Switzerland (except for the conflict of laws provisions).</p> <p>b. In the event of any dispute, arising in connection with this Contract, both Parties shall use their best efforts to settle such dispute amicably. Any dispute which cannot be settled amicably by the Parties within 60 (sixty) days upon the receipt of a formal written dispute letter served by one Party to the other may be referred by either Party for arbitration to two Arbitrators one to be nominated by each Party, who before entering upon the reference shall appoint an umpire by mutual agreement or as set forth in the ICC-Rules.</p> <p>c. The arbitration proceeding shall be shall be held in Zurich (Switzerland) and governed by the Arbitration and Conciliation Act, 1940 and shall be in English language. The arbitration proceedings shall be treated in strict confidence.</p> <p>d. The commencement of any Arbitration proceedings under this clause shall in no way affect the continued performance of the obligations by the Supplier and Purchaser under this Contract, which are not subject of dispute, except by the orders of the arbitration tribunal (Umpire). Provided that by mutual agreement it may be decided that the activity relating in the subject matter of Arbitration should cease till the decision of the Arbitration award.</p> <p>e. Any dispute shall be conclusively rendered by arbitration any decision on award of arbitration shall be final and binding upon both the Parties and, except as otherwise permitted by applicable law, shall not be open to court of law.</p>	
16.	<p><b><u>PROJECT MANAGEMENT REVIEW (PMR) MEETINGS</u></b></p>	

	<p>The Supplier's key professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Purchaser's request for meetings without any additional cost, which shall include but not limited to the following meetings:</p> <ul style="list-style-type: none"> <li>a. Design Review Meetings.</li> <li>b. Progress timeline/ payment bills meetings.</li> <li>c. Any other meetings held in relation to the project.</li> </ul>																												
17.	<p><b><u>LONG TERM LOGISTIC SUPPORT</u></b></p> <ul style="list-style-type: none"> <li>a. The Supplier shall guarantee to supply the necessary spares for next 10 years from the date of its final acceptance of the system by Purchaser. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment, OEM shall indicate their source of availability.</li> <li>b. The Supplier shall be required to have a provision in the same contract for replacement of defective components/ parts through exchange and shall provide Standard Replacements Cost for all PCBs, Modules, Sub-assemblies, LRUs, etc used in the equipment/ system for next five years. In case of conclusion of RRC, this requirement shall become part of RRC.</li> <li>c. In case of discontinuation of production of any component/ part as result of obsolescence or development of an upgraded version, the Supplier shall inform the Purchaser at-least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the Purchaser prior discontinuation of the production and shall also provide alternate for such components/ parts in case the original is not available.</li> <li>d. The Supplier shall provide alongwith the offer the name of manufactures of all the major sub-assemblies and associated accessories of the offered system. The Supplier shall provide standards/ specifications certificate referred to or used for the equipment and its accessories.</li> </ul>																												
18.	<p><b><u>BIDDING PROCEDURE</u></b></p> <p>This tender shall be floated on <b>Open Tender Basis</b> using <b>Single Stage Two Envelope Bidding procedure</b></p>																												
19.	<p><b><u>PRICE OF ALL DELIVERABLES:</u></b></p> <ul style="list-style-type: none"> <li>a. In his quotation the supplier should separately mention the price as per following format:</li> </ul> <table border="1" data-bbox="357 1333 950 1627"> <thead> <tr> <th><u>S No</u></th> <th><u>Description</u></th> <th><u>Price</u></th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>Complete equipment</td> <td></td> </tr> <tr> <td>(2)</td> <td>Mandatory accessories</td> <td></td> </tr> <tr> <td>(3)</td> <td>Operator manual</td> <td></td> </tr> <tr> <td>(4)</td> <td>Maintenance manual</td> <td></td> </tr> <tr> <td>(5)</td> <td>Depot list</td> <td></td> </tr> <tr> <td>(6)</td> <td>Training</td> <td></td> </tr> <tr> <td>(7)</td> <td>Spares</td> <td></td> </tr> <tr> <td>(8)</td> <td>STW/Commissioning</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>b. The supplier should mention the price of all deliverables (i.e. Equipments, spares, services documentation. Tools/ test equipment, trainings, installation, test/trials/commissioning etc where applicable)</li> </ul>	<u>S No</u>	<u>Description</u>	<u>Price</u>	(1)	Complete equipment		(2)	Mandatory accessories		(3)	Operator manual		(4)	Maintenance manual		(5)	Depot list		(6)	Training		(7)	Spares		(8)	STW/Commissioning		
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	separately in financial quote. The same are to be subsequently incorporated in the contract document.	
	c. DP (N) is requested to ensure that commercial offer clearly indicates above listed prices.	
20.	<b><u>END USER</u></b> GM (SS)	



**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE  
SUPPLIER OF GOODS, SERVICES & WORKS IN CONTRACT WORTH RS. 10.00  
MILLION OR MORE**

Contract No. & Date  
Contract Value.  
Contract Title.

[the Supplier] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligations or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, the Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give the anyone within or outside Pakistan either directly or indirectly thorough any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

[The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regards, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or including the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[The Purchaser]

[The Supplier]



**BID EVALUATION CRITERIA AND SCORE SHEET**

**Mandatory Requirement**

1. Compliance of Indent for each firm is mandatory.
2. Grading will be done on relative performance basis. Maximum score for each attribute is given in table. Firm with highest value as desirable attribute will be given maximum score and all other firms will have relative score as per the ratio of their performance on given attribute calculated through the given formulas.

Firm obtaining maximum marks in Evaluated Bid Score (Financial – Technical) will be the winner of the Bid for Portal Crane.

**Evaluation Criteria**

Weight for price = 40%					
Weight for technical score = 60%					
<u>Bidder Name</u>	<u>Financial Value (Total)</u>	<u>Technical Bid Score (Total)</u>	<u>Weighted Financial Bid Score</u> lowest bid price X 0.40 bid price	<u>Weighted Technical Bid Score</u> bid tech score X 0.60 Max tech score	<u>Total Evaluated Bid Score (Financial + Technical)</u>
(a)	(b)	(c)	(d)	(e)	F= (d) + (e)



**Technical Score Sheet**

<u>Attribute</u>	<u>Max Score (100)</u>	<u>Formula for Calculation of Score</u>	<u>Score Obtained</u>
Hoist S.W.L (Safe Working Load)	10	(S.W.L of bid x 10 S.W.L of best bid)	
Maximum Radius	05	$\frac{(\text{Maximum Radius of bid})}{(\text{Maximum Radius of best bid})} \times 05$	
Minimum Radius	05	$\frac{(\text{Minimum Radius of bid})}{(\text{Minimum Radius of best bid})} \times 05$	
Traveling Radius	05	$\frac{(\text{Traveling Speed of bid})}{(\text{Traveling speed of best bid})} \times 05$	
Slew Speed	05	$\frac{(\text{Slew Speed of bid})}{(\text{Slew speed of best bid})} \times 05$	
Hoisting Speed	05	$\frac{(\text{Hoisting Speed of bid})}{(\text{Hoisting speed of best bid})} \times 05$	
IP Ratings	10	$\frac{(\text{1st digit of IP rating})}{(\text{1st digit of best IP rating})} \times 05 + \frac{(\text{2nd digit of IP rating})}{(\text{2nd digit of best IP rating})} \times 05$	
MTBF based on design, datasheets and field data to provided	21	$\frac{(\text{MTBF by bid})}{(\text{MTBF by best bid})} \times (07) \text{ or } (21)$  (07) in case of OEM specified date (21) in case of field data certification	
No of critical components/parts used in the crane and their spare supportability.	15	$\frac{(\text{No of spares for critical components/parts offered by the bid})}{(\text{No of spares for critical components/parts offered by the best bid})} \times 15$	
Software used in the crane control system and its backup along with software reloading tools. (Firm offering provision of full backup software to be awarded 10 marks)	10	$\frac{(\text{Software marks of the bid})}{(\text{Software marks of the best bid})} \times 10$	
Spare support duration in years	05	$\frac{(\text{Spare support duration of bid})}{(\text{Spare support duration of best bid})} \times 05$	
MTTR (Corrective maintenance through LRU is preferred)	04	$\frac{(\text{MTTR by bid})}{(\text{MTTR by best bid})} \times 04$	



**NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST  
MONEY  
IMPORTANT**

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

1. Name: \_\_\_\_\_
2. Father's Name: \_\_\_\_\_
3. Address (Residential): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Designation in Firm: \_\_\_\_\_
5. CNIC: \_\_\_\_\_  
(Attach Copy of CNIC)
6. NTN: \_\_\_\_\_  
(Attach Copy of NTN)
7. Firm's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Date of Establishment of Firm: \_\_\_\_\_
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.  
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).

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

Tender No.....

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

To:

Directorate of Procurement (Navy)  
Near SNID Centre, CDA Market  
At Naval Residential Complex  
Sector E-8, ISLAMBAD  
Tel: 051-9262307  
Fax : 051-2100104

Dear Sir

1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to **120 days or whichever is later** and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time.

2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in Form No. DPP&I-35 (Revised 2019) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender:

- a. ....
- b. ....
- c. ....

Yours faithfully,  
.....  
(Signature of Tenderer)  
.....  
(Capacity in which signing)  
Address:.....  
Date.....  
Signature of Witness.....  
ADDRESS.....

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

- (a) Whether signing as “Sole Proprietor” of the firm or his attorney.
- (b) Whether signing as a “Registered Active Partner” of the firm or his attorney.
- (c) Whether signing for the firm “per procuracy”.
- (d) In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal’s proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

**SPECIFICATION OF AIRCRAFT WEIGHT AND BALANCE EQUIPMENT**


S No	Description	Firm's Reply (Complied/ Partially Complied Not Complied)	Firm's Remarks and Proposals Reference
Note:	<b><u>Guideline for Firm for Submitting Technical Proposals for Technical Evaluation</u></b> Firm is required to clearly mention (complied/ Partially complied Not complied) remarks against each clause and qualify same though mentioning references in respective clause from the attached firm's technical proposal/ brochures.	Complied	Refer Para 3 of firm proposals brochures
	<b><u>PURPOSE</u></b>  Aircraft Weight and Balance equipment is required to undertake weight and balance operation of the aircraft especially post completion of Depot Level Maintenance (DLM) Activities		
2.	<b><u>OPERATIONAL CAPABILITIES</u></b>  The equipment will be utilized to accomplish weighing & balance of Seaking/ P3C/ ATR/ HBC/ Embraer aircraft		
3.	<b><u>REQUISTE FUNCTIONALITIES/ CRITICAL PARAMETERS</u></b>  a. The wheel-load weighing scales should be heavy-duty, portable scales that must be accurate for weighing of Seaking, P3C, ATR, HBC and Embraer Lineage aircraft. The weighing platform should not be more than 1-2 inches thick so that aircraft can move onto and off the weighing scale safely. The platform surface should be large enough to handle hefty aircraft tires. The supplier should be manufacturer or authorized rep of Aircraft Weight & Balance Equipment having OEM dealership, experience of selling subject item for at least 5 x years.		
4.	<b><u>TECHNICAL SPECIFICATION</u></b>  Weighing Range: 0 – 40,000 kg Scale Division: 1 lb or 1 kg Accuracy: ±0.1% or ±5 lbs (whichever is greater) Temperature Range Operating: 32° (F) to 122° (F) Temperature Range Storage: -20° (F) to 140° (F) Dimensions – Weighing Surface: 1 ¼ " x 15 ¼ " x 16" Dimensions – Overall: 1 ½ " x 26 ½ " x 17" Weight equal to or less than: 31 lbs		



5.	<p><b><u>REQUIRED STANDARDS</u></b></p> <p>Equipment should be of European, USA or Japanese origin. Equipment must comply Military Standard or commercial equivalent and ISO standards as per applicability in line with OEM standards.</p>		
6.	<p><b><u>TECHNICAL ASSISTANCE</u></b></p> <p>Technical assistance will be required during commissioning/ final acceptance of Aircraft Weight and Balance Equipment</p>		
7.	<p><b><u>ACCEPTABLE MAKE</u></b></p> <p>M/s Captels Pesage weighing France, USA, UK or equivalent..</p>		






S No	<u>GENERAL REQUIREMENTS/ CONDITIONS</u>	Firm's Reply (Complied / Partially Complied/ Not Complied)	Firm's Remarks and Proposals Reference
1.	<p><b><u>DELIVERY SCHEDULE:</u></b></p> <p>a. The equipment/ stores/ accessories/ tools are to be delivered within 06 months from the date of signing of contract on FOB basis.</p> <p>b. All Port and dock charges will be paid at actual (if applicable) by Supply Officer PN Embarkation Headquarters, West Wharf Road Karachi on submission of the bills duly verified by Commanding Officer PN EHQ in Pak Currency.</p>		
2.	<p><b><u>PAYMENT TERMS:</u></b></p> <p>a. As per DPP &amp; I-35 (Revised 2019) or as decided by DP (N).</p> <p>b. 60% payment on shipment of stores alongwith complete documents i.e. invoice, Bill of Lading etc.</p> <p>c. 20% payment on successful completion of the Installation &amp; commissioning.</p> <p>d. 20% payment on issuance of CRV.</p>		
3.	<p><b><u>WARRANTY/ GUARANTEE:</u></b></p> <p>a. Supplier is to guarantee that product is as per specs of the contract.</p> <p>b. Complete equipment including accessories, hardware and software are to be warranted by the supplier for a period of 01 year for all defects from the date of final acceptance by PN.</p> <p>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 not procured directly from OEM or his authorized dealer / agent / stockiest, will not be acceptable.</p> <p>d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.</p> <p>e. Post delivery, the supplier will replace DDP at consignee's warehouse 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.</p> <p>f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost DDP at consignee's warehouse in the currency in which received</p>		

	along with a reasonable compensation as claimed by PN.		
4.	<b>PERFORMANCE BANK GUARANTEE (PBG):</b> 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 an amount equal to 0.5% of the total value of the contract (on a judicial stamp paper) of appropriate value as per prescribed format. <b>It shall remain in force till 60 days beyond the warranty period.</b>		
5.	<b>EXCHANGE AND REPLACEMENT OF PARTS AT STANDARD COST</b> a. Supplier should provide cost (price list) for all the assemblies/ subassemblies for next 05 years at the time of supply/ delivery of the equipment at RAZA for standard replacement. b. Supplier is to replace defective components/ spares through exchange free of cost during warranty and afterwards at the cost offered at the time of supply/ delivery of the equipment.		
6.	<b>CONTINUOUS LOGISTIC SUPPORT</b> 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 inform the buyer at least one (01) year in advance. 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-6 of the contract. For efficient spare supportability the Supplier shall provide the spares from its stock ( <b>preferably held in Pakistan at Karachi or Islamabad</b> ).		
7.	<b>DOCUMENTATION</b> a. Firm will provide brochure of the equipment against IT for study by PN, at the time of TSR. b. OEM/ Firm is to provide 01 x set of following documents (hard & soft copies, in English) for the supplied equipment at the time of delivery. Photocopies of documentation will not be accepted: (1) Operating Manual Containing operating & programming instructions. Instrument Calibration procedure (ICP) and Instrument Part Catalogue (IPC) with manufactures/ Vendors Part number is required (2) Service Manual. c. Supplier is to provide all System software recommended by OEM for safe operations/ maintenance of the equipment.		
8.	<b>TRAINING:</b> OJT/ Training for equipment operation, fault diagnosis and routine maintenance of equipment to be provided to 5 x PN personnel during commissioning of the equipment.		



9.	<p><b><u>CERTIFICATION REQUIREMENT</u></b></p> <p>a. Supplier/ OEM will confirm through OEM certificate at the time of supply/ delivery of the equipment at RAZA that equipment being supplied is proven equipment.</p> <p>b. Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores.</p> <p>c. Supplier certificate of conformance of 100% contract specification, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.</p> <p>d. Supplier is to provide following documentation at the time of inspection:</p> <p>(1) Firm's Warranty/ Guarantee on form "DPL-15" for functionality/ serviceability of the item(s).</p> <p>(2) OEM's "Certificate of Conformity" indicating following:</p> <p>(a) Pattern/Part number of equipment.</p> <p>(b) Description of equipment along with quantity.</p> <p>(c) Date/Period of manufacture.</p> <p>(d) Conformance to standards/ specifications quoted in I.T.</p> <p>(e) List of serial No. or Batch numbers or Lot number as embossed/ engraved on the stores.</p> <p>(3) OEM Test Certificate.</p> <p>e. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/ agent /stockiest will not be acceptable.</p>		
10.	<p><b><u>SPARES /ACCESSORIES/ TOOLS</u></b> Supplier is to provide OEM recommended spares for operations and routine maintenance Toolkit (if included by the OEM). Details of the accessories/tools being offered are to be intimated in the technical offer and prices of these accessories are to be mentioned separately in commercial offer.</p>		
11.	<p><b><u>CERTIFICATE OF CONFORMANCE BY OEM</u></b></p> <p>a. Firm/ Supplier shall provide correct and valid e-mail and fax No to CINS and DP(N). Supplier/ contracting firm shall either provide OEM Conformance certificate to CINS or is to be e-mailed to CINS under intimation to DP(N). Hard copy of CoC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies/ firms rendering false OEM conformance Certificates will be black listed.</p> <p>b. OEM's CoC must have provided following information:</p> <p>(1) Part/Pattern No of Equipment.</p> <p>(2) Date/ perid of manufacturing.</p> <p>(3) S. No/ Batch No.Lot No should be embossed engraved on the equipment.</p> <p>(4) OEM test certificate/ FATs /Certification / approval as</p>		

	applicable.		
12.	<b>TECHNICAL REJECTION</b> In case of non-compliance to any of the clause of Annex A to IT, offer is subject to technical rejection.		
13.	<b>ADDITIONAL PURCHASE</b> Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the equipment at the cost by calculating inflation rate/ appreciation or depreciation rate announced by Government of Supplier's country. The Supplier may however sell stores at a lower cost.		
14.	<b>OBTAINING OF LICENSES</b> It is the responsibility of the supplier to obtain licenses/ permits etc in the seller's country. Failure to obtain the same shall not constitute grounds for Force Majeure.		
15.	<b>PACKING</b> Packing of equipment should be of international quality standards to be worthy of air, sea, rail and road transportation.		
16.	<b>JOINT INSPECTION COMMITTEE</b> A joint inspection committee comprising reps from CINS, RAZA and AED will carry out joint inspection of delivered equipment/ stores at RAZA within 15 days of receipt of stores. Clause 3e above also refers.		
17.	<b>ORIGIN OF SUPPLY</b> Supplier in his " Offer/ Quotation" is to specifically mention country of origin for the stores which will be subsequently endorsed in the "Contract". Origin of the equipment should be Imported (other than Indian and Israel) with OEM CoC.		
18.	<p><b>ARBITRATION</b> 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:</p> <p>(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.</p> <p>(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.</p> <p>(3) The arbitration award shall be firm and final and binding on both the parties to the contract.</p> <p>(4) In course of arbitration the contract shall be continuously be executed except that part which is under arbitration.</p> <p>(5) All proceedings under this clause shall be conducted in English language and in writing.</p>		
19.	<b>DISCREPANCY</b> The consignee will render a discrepancy report to all concerned within 15 days after receipt of stores for discrepancies		




	found in the consignment. The quantities found short/ deficient/ defective are to be made good by the Supplier without any additional cost.		
20.	<p><b>PENALTY</b></p> <p>a. The Seller before making the shipment will carry out complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/ trials, the buyer has the right to out rightly reject the equipment or impose penalty at the rate of 2-5 % of the value of the relevant equipment/item.</p> <p>b. The penalty shall not absolve the Seller to undertake the repairs in Pakistan or onboard at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/guarantee obligations on Form DPL-15.</p>		
21.	<p><b>UPDATES &amp; CURRENT INFORMATION</b> Supplier in his "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 contracts, the supplier will be required to produce a documentary proof to this effect origination from the relevant OEM. If replaced part affects fittings and functioning of other associated part as well then detail of those parts are also to be provided.</p>		
22.	<p><b>SECURITY</b> The Supplier(s) shall undertake that any information about the sale/ purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier.</p>		
23.	<p><b>SOURCE OF SUPPLY</b></p> <p>In case the equipment is being sourced through OEM's Authorized Dealer/ Agent/ Stockiest, a documentary proof to this effect comprising OEM's Dealership Certificate in respect of Dealer/ Agent/ Stockiest is to be provided by the supplier with following endorsements:</p> <ol style="list-style-type: none"> <li>(1) Certificate reference number with date.</li> <li>(2) Name of the authorized dealer/ agent/ stockiest.</li> <li>(3) Last date/ duration/ period for validity of dealership.</li> </ol>		
24.	<p><b>PRICE VARIATION</b> Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture.</p>		
25.	<p><b>RISK &amp; EXPENSE (R/E)</b> In the event of failure on the part of supplier to company with the contractual obligations the contract will be cancelled at the Risk and Expense of the supplier in accordance with DDP&amp;I-35.</p>		
26.	<p><b>LIQUIDATED DAMAGES(LD)</b> Liquidated Damages upto 2% per month but not less than 1% or a part of month are liable to be imposed on the suppliers by the purchaser in accordance with</p>		




	DPP&I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.		
27.	<p><b>FORCE MAJEURE</b> The Supplier shall not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, war, riots, civil commotion, strike, lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the Supplier and events or circumstances on which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 30 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 export of the contracted store from the country of its origin shall not constitute force majeure.</p> <p>(1) 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.</p> <p>(2) The Purchaser shall be entitled to conduct investigation into the cause of delay reported by Supplier. Where the delay was due to genuine force majeure event. It shall extend the delivery for a period equal to the period in which such force majeure remains operative.</p> <p>(3) Such extension in delivery period, due to force majeure, shall not entitle the Supplier to claim any extra cost from the Purchaser.</p>		
28.	<p><b>SUBLETTING</b> 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.</p>		
29.	<p><b>INDEMNITY</b> The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.</p>		
30.	<p><b>TERMINATION</b></p> <p>a. If at any time during the currency of the contract Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of</p>		





	<p>'B' are not met.</p> <p>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.</p> <p>c. Acceptance Tests shall be performed in preferably Pakistan in order to verify the correct operation of the equipment. It will also include following:</p> <ul style="list-style-type: none"> <li>i. The product is to perform all designed functions and minimum critical parameters as per para 3 &amp; 4 of Annex A.</li> <li>ii. Hard &amp; soft copies of requisite publications (Operating &amp; Maintenance Manuals) are to be made available along with equipment.</li> <li>iii. Applicable software is to be made available along with equipment.</li> <li>iv. Mandatory spares, Instrument Calibration Procedure (ICP) and toolkits for operation and maintenance are to be provided along with equipment.</li> </ul> <p>d. Each aircraft type (Seaking/ P3C/ ATR/ HBC/ Embraer) will be weighed one time and results will be noted.</p> <p>e. During performance of the acceptance test if the equipment does not perform in accordance with OEM defined procedure, the seller shall promptly rectify the defect or defects at no cost to the buyer.</p> <p>f. In case of unsuccessful performance of the contracted system and associated equipment, the seller shall rectify the defect and repeat the tests to the extent of satisfaction of the buyer.</p> <p>g. LD clauses would apply in case of non-performance by supplier in delivery time frame.</p> <p>h. The final acceptance certificate will be signed post successful completion of all acceptance trials and provisioning of operation/ maintenance manuals along with software (if included).</p>										
35.	<p><b><u>PRICE OF ALL DELIVERABLES:</u></b></p> <p>a. The supplier should mention the price of all deliverables (i.e Equipments/ Services, Spares, Documentation, training, installation separately in financial quote. The same are to be subsequently incorporated in the contract documents.</p> <p>b. The supplier, in his quotation should separately mention the price as per following format:</p> <table border="1" data-bbox="324 1512 893 1621"> <thead> <tr> <th><u>S No</u></th> <th><u>Description</u></th> <th><u>Price</u></th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>Complete equipment</td> <td></td> </tr> <tr> <td>(2)</td> <td>Mandatory accessories</td> <td></td> </tr> </tbody> </table>	<u>S No</u>	<u>Description</u>	<u>Price</u>	(1)	Complete equipment		(2)	Mandatory accessories		
<u>S No</u>	<u>Description</u>	<u>Price</u>									
(1)	Complete equipment										
(2)	Mandatory accessories										

	<p>such stores/goods/services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.</p> <p>b. 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 delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such a case materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser.</p> <p>c. No payment shall however be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received.</p> <p>d. Should the Supplier fail to deliver goods/services in time as per terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.</p>		
31.	<p><b>END USER CERTIFICATE (EUC)</b> End User Certificate for OEM/ Supplier to export the system to Pakistan shall be provided by Purchaser within 45 days after signature of contract by both the parties (if required by Supplier).</p>		
32.	<p><b>COMPENSATION ON BREACH OF CONTRACT</b> If the Supplier fails to supply the contracted stores/ equipment or contract is cancelled either on Supplier's Risk &amp; Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.</p>		
33.	<p><b>BUY BACK</b> The seller will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Buyer, within 05 years from the final acceptance of the equipment/system.</p>		
34.	<p><b>ACCEPTANCE/ INSPECTION CRITERIA:</b></p> <p>a. The equipment will not be acceptable in case of the following:</p> <ol style="list-style-type: none"> <li>(1) Equipment specifications are not as per Annex 'A'.</li> <li>(2) Documentation as per Clause 7 of Annex 'B' not provided.</li> <li>(3) Clause 8 (a to e) "Certification Requirement" at Annex</li> </ol>		



	<p>(3) Installation &amp; commissioning (4) Documentation</p> <p>c DP (N) is requested to ensure that commercial offer clearly indicates above listed prices.</p>		
36.	<p><b>CONSIGNEE</b></p> <p><b>The Commanding Officer PNS RAZA</b> National Stadium Road, Karachi c/o EHQ &amp; PDD West Warf Road Karachi Email: raza@paknavy.gov.pk</p>		
37.	<p><b>TSR</b> Technical scrutiny of quotations forwarded by the bidders will be carried out by a committee comprising 02 or more officers nominated by NHQs.</p>		
38.	<p><b>INSTALLATION &amp; COMMISSIONING</b></p> <p>a. Installation &amp; Commissioning of the system/ equipment is to be arranged within 30 x days of supply of equipment by the supplier through OEM or their authorized rep(s) at PNS MEHRAN.</p> <p>b. Installation &amp; Commissioning trials to be carried out by contractor on site. Any defect/ damage of the equipment during Installation &amp; commissioning trials to be replaced by the supplier without any additional cost.</p> <p>c. Commissioning charges (if any) to be mentioned in the quotation by supplier.</p>		
39.	<p><b>INTEGRITY PACT</b> Integrity pact to be signed by Supplier and Purchaser at the time of signing of contract attached at appendix-1 to this Annex-B.</p>		
40.	<p><b>DISTRIBUTION OF CONTRACT</b></p> <p>Copies of the contract are to be forwarded to DCM (NHQ), DNAM (NHQ), HQs COMPAK, CO EHQ, CO RAZA and CDR AED MEHRAN and Supplier.</p>		



**UNDERTAKING / NON-DISCLOSURE CERTIFICATE**

1. \_\_\_\_\_  
(Name & Appointment)

on behalf of \_\_\_\_\_  
(Name for Firm / Contractor)

\_\_\_\_\_  
(With address and Telephone number)

2. Do hereby submit an undertaking to abide by the provision of Official Secrets Act 1923 and conditions hereinafter contained. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate ceasing of further interaction and meetings.

Sig \_\_\_\_\_  
Status / Appointment \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_

1. Signature of Witness \_\_\_\_\_  
Name (in block capital) \_\_\_\_\_  
CNIC No \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Seal & Date

2. Signature of Witness \_\_\_\_\_  
Name (in block capital) \_\_\_\_\_  
CNIC No \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Seal & Date

DPL-15 (WARRANTY)

FIRM'S NAME: M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.
2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).
3. This warranty shall remain valid for 01 Year after the acceptance of stores by the end user

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



Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

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

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

Sir,

1. Whereas your good self have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ with Messer's \_\_\_\_\_  
\_\_\_\_\_

(Full Name and Address)

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

2. In compliance with this stipulation of the contract, we hereby agree and undertake as under: -
- a. To pay to you unconditionally on demand and/or without any reference to our Customer and amount not exceeding the sum or Rs. \_\_\_\_\_ Rupees or FE (as applicable) \_\_\_\_\_ as would be mentioned in your written Demand Notice.
- b. To keep this Guarantee in force till \_\_\_\_\_.
- c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our Customer i.e. M/s \_\_\_\_\_ or from your office. Claim, if any must be duly received by us on or before this day. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.

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

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

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

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

**Guarantor**

Dated: \_\_\_\_\_  
\_\_\_\_\_

(Bank Seal and Signatures)