

## Tender Covering Form

### Directorate of Procurement (Navy)

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

Contact: Reception: 051-9262311  
Bahria Gate: 0331-5540649  
Section: 051-9262304

Email: [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)  
[Adpn31pre@paknavy.gov.pk](mailto:Adpn31pre@paknavy.gov.pk)

**P- 31/FOR Section (Contact: 0519262304, 05120062059, Email:  
adpn31pre@paknavy.gov.pk)**

Tender No & Date \_\_\_\_\_

Tender Description \_\_\_\_\_

IT Opening Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Postal Address \_\_\_\_\_

Email Address for Correspondence \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Contact Number (Landline \_\_\_\_\_) (Mobile \_\_\_\_\_)

### **Documents to be Attached with Quotation**

Firm is to submit its proposal in a sealed envelope which shall contain 03 x Sealed Envelops as per details given below:

<b><u>Sealed Envelop 1 – Technical Offer in Duplicate</u></b>			
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick ✓ against each to ensure that these documents have been attached:			
S No	Document	Original Set	Copy Set
1.	Bank Challan		
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted – without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP – 2 Form of IT with compliance remarks against each clause of the Annex A)		
6.	Technical Offer / Specs		
7.	Annex A of IT (with compliance remarks)		
8.	Annex B & C of IT (with compliance remarks)		
9.	DP-3 form of IT (dully filled & signed)		
10.	DGDP Registration Letter (If firm is registered with DGDP)		
11.	Tax Filling Proof		
<b><u>Sealed Envelop 2 – Earnest Money</u></b>			
This Envelop must contain Earnest Money only.			

**Sealed Envelop 3 – Commercial Offer**

This Envelop must contain following documents:

1.	Firm's Commercial Offer	01 x Original
2.	Principal Invoice (where applicable)	01 x Original
3.	Dully filled DP-2 Form of IT	01 x Original

**Firm's Declaration**

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

**Firm's Authorized Signatures** \_\_\_\_\_

**DIRECTORATE PROCUREMENT (NAVY)****Directorate of Procurement (Navy)**

Through Bahira Gate  
Near SNIDS Centre,  
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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.

Understood  
agreed

Understood  
not agreed

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

Understood  
agreed

Understood  
not agreed

special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

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

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

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

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
<input type="checkbox"/>	<input type="checkbox"/>

<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
<input type="checkbox"/>	<input type="checkbox"/>

d. Firms shall submit their offers in two separate envelopes (i.e. **one copy** of commercial offer and **two copies** of the technical offers as asked in the IT) and envelopes clearly marked “Technical proposal”, “Commercial proposal” in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

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

Understood  
agreed

Understood  
not agreed



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

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

Contact: Reception: 051-9262311  
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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.

Understood  
agreed

Understood  
not agreed

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.

7. **Validity of Offer.**

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

Understood  
agreed

Understood  
not agreed

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

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

Understood  
agreed

Understood  
not agreed

9. **Quoting of Rates.** Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating 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).

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not agreed

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

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.

Understood  
agreed

Understood  
not agreed

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

c. It is a standard practice to invite all firm(s) including those 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.

11. **Withdrawal of Offer.** Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the

Understood  
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contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.

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

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not agreed

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

13. **Treasury Challan.**

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

Attached

Not  
Attached

b. Firms, un-registered / un-indexed with DGDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).

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

Attached

Not  
Attached

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

b. **Rates for Contract.** The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-

(i) **Registered/Indexed/Pre-Qualified Firms.** 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.

(ii) **Registered/Pre-Qualified but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

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

c. **Return of Earnest Money**

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

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

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

Understood  
agreed

Understood  
Not agreed



S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
c.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	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:



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:

- a. 1<sup>st</sup> rejection on Govt. expense
- b. 2<sup>nd</sup> rejection on supplier expense
- c. 3<sup>rd</sup> rejection contract cancellation will be initiated.

Understood agreed      Understood agreed

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

Understood agreed      Understood not agreed

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

<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:

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

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

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

22. **Correspondence.** All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).

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

23. **Pre-shipment Inspection.** PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

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

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

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

25. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the

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

consignment. The quantities found short are to be made good by the supplier, free of cost.

26. **Price Variation.**

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  
agreed

Understood  
not agreed

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.

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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

Understood  
agreed

Understood  
not agreed

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:

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

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

Understood agreed      Understood not agreed

    

30. **Liquidated Damages(LD).** Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with 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.

Understood agreed      Understood not agreed

    

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

Understood agreed      Understood not agreed

    

33. **Gratuities/Commission/Gifts.** No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant

Understood agreed      Understood not agreed

representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

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

Understood  
agreed

Understood  
not agreed

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

Understood  
agreed

Understood  
not agreed

37. **Acknowledgment.** Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. [WWW.PPRA.ORG.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.
- b. Offers are found conditional or incomplete in any respect.
- c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
- d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the **technical** offer.
- d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- e. Treasury challan is NOT attached with the technical 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.

Understood  
agreed

Understood  
not agreed



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 iaw 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:

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/NIC Copy, 03Xspecimen signature of CEO
- l. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- s. OEM Certificate
- t. ISO Certificate
- u. Stock List with value
- v. Company Profile/Broachers
- w. Employees List
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

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

Understood  
agreed

Understood  
not agreed

- 44. The above terms and conditions are confirmed in total for acceptance.
- 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:** \_\_\_\_\_



**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)

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

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

Station: \_\_\_\_\_ Signature \_\_\_\_\_  
Date: \_\_\_\_\_ Name : \_\_\_\_\_  
Appointment in Firm \_\_\_\_\_

**ATTESTED BY OATH COMMISSIONER WITH STAMP**

INVITATION TO TENDER FORM

1. Schedule to Tender No **1590464/B-1602/310493** dated **02-03-2016**. This tender will be closed for acceptance at 1030 Hours and will be opened at **1100 Hours** on **25-10-2022**. Please drop tender in the Tender Box No **107**.

2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.

3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same can be requested from DP (N) at Email [dpnavy@paknavy.gov.pk](mailto:dpnavy@paknavy.gov.pk)

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
1.	<p><b><u>HIGH DEFINITION VIDEO BRONCHOSCOPE (ADULT)</u></b></p> <p><b>Model : EB-530S</b> <b>Manufacturer : FUJIFILM, JAPAN</b> <b>Country of Origin : JAPAN</b></p> <p><b>Technical Parameters:</b></p> <p>a. Field of View : 120° b. Up : 80° c. Down : 130° d. Focal Length : 3-100 mm e. Working Length : 600 mm f. Total Length : 870 mm g. Channel Diameter : 2.0 mm j. Distal End Diameter : 4.9 mm k. Flexible Portion Diameter: 4.9 mm</p> <p><b><u>21.5" FULL HIGH DEFINITION (1920 X 1080) MEDICAL GRADE LED DISPLAY</u></b></p> <p><b>Model : MLW-2150 HD</b> <b>Manufacturer : Ikegami, JAPAN</b> <b>Country of Origin : JAPAN</b></p> <p><b>Features:</b></p> <ul style="list-style-type: none"><li>• Super CCD Scope</li><li>• Scope is HIGH FREQUENCY (HF) Compatible</li><li>• The scope is light weight and has printing button, freeze switch, Suction button on it</li><li>• It is suitable for ordinal biopsies as well as treatment with high-frequency knife and APC</li></ul> <p><b><u>HIGH DEFINITION VIDEO PROCESSOR</u></b></p> <p><b>Model : VP-3500HD</b> <b>Manufacturer : FUJIFILM, JAPAN</b> <b>Country of Origin : JAPAN</b></p> <p><b>Technical Parameters:</b></p> <p>a. RGB Output b. Composite Outputs</p>	01		
		01		

- c. Color Adjustment 9 settings
- d. Color Tone Emphasis
- e. Auto gain control (AGC)
- f. Auto iris mode
- g. Zoom Function

**Additional Features:**

- h. S-Video (Y/C)
- J. High definition endoscopy digital video system center with support high definition television signal out
- k. Digital Output: 2Xdvi (1280 X 1024P) or (1920 X 1080P)
- l. Image Size Selection
- m. Contrast 3 steps
- n. Structure Emphasis
- p. Automatic(Shutter) Control
- q. USB attachment for Data Transfer
- r. Image enhancement setting (FICE).  
Flexible spectral imaging color enhancement)
- s. Freeze screen display
- t. Multiple level of Pump Control
- u. Auto White Balance
- v. More than 40 patients and 20 user list data entry storage

**LIGHT SOURCE**

**Model : XL-4450**

**Manufacturer : FUJIFILM, JAPAN**

**Country of Origin : JAPAN**

**Technical Parameters:**

- a. Xenon light source 300 W having life span of 500 hours
- b. Emergency lamp Halogen 75 W
- c. Brightness control
- d. Air Supply Pump – 4 Setting
- e. Pressure Adjustment multiple Settings
- f. FICE Mode which has more settings than NBI & hence is superior
- g. Transmitted Illumination Facility

**Additional Features:**

- h. Advanced Light Source for HD Video Scopes
- j. Advance techniques with standard and high intensity
- k. Compatible with High Definition Scope

01

	<p>l. Automatic light control with shutters  m. Monitoring of Lamp Usage  n. Forced Air Cooling  p. Light Save mode  q. Lamp Cooling Method by Forced Air Cooling  r. Xlum Mode</p> <p><b><u>ACCESSORIES</u></b></p> <p>a. Local Made Trolley</p> <p>b. Leakage Tester for Endoscopy</p> <p>Model : LT-7  Manufacturer : FUJIFILM, JAPAN  Country of Origin : JAPAN</p> <p>c. Biopsy Forceps</p> <p>Model : BF1812FN  Manufacturer : FUJIFILM, JAPAN  Country of Origin : JAPAN</p> <p>d. Local Made Disinfectant Trolley</p> <p><b>POWER REQUIREMENT:</b>  220 V – 240 V</p> <p><b>ENVIRONMENT CONDITIONS:</b></p> <p>a. Temperature : 15-30°  b. Relative Humidity: 40-60 %</p> <hr/> <p><b><u>GENERAL CONDITIONS</u></b> ATTACHED AS ANNEX 'A',</p>	<p>01</p> <p>01</p> <p>02</p> <p>01</p>		
<p><b><u>TAXES AND DUTIES</u></b>  All taxes, duties and import/export license fees payable in Supplier's country or any other country en-route shipment other than Pakistan shall be paid by Supplier.</p> <p>A breakdown of the duties and taxes is given separately in the schedule of stores. The purchaser shall only re-imburse the value of stores to the firm/supplier through CMA (DP). All applicable duties/taxes shall be paid by MoD centrally to FBR.</p>				
<p><b><u>Grand Total</u></b></p>				

**Terms & Conditions**

1. **Special Instructions.** As per Annex A
2. **Terms of Payment.** As per Annex A

3. **Origin of Stores.** Imported
4. **Origin of OEM.**
  - a. Imported Preferably USA/EUROPE/JAPAN /GERMANY.
  - b. Accessories (Local made are also acceptable)
5. **Technical Scrutiny Report.** Required
6. **Delivery Period.** 03 Months after the opening of LC.
7. **Currency.** US\$
8. **Basis for acceptance.** C & F Basis
9. **Bid validity.** At least 90 Days, extendable to 120 Days.
10. **Tendering procedure** Single Stage- Two Envelop bidding procedure will be followed. PPRA Rule 36 refers.
11. **Earnest Money/Bid Security:** Earnest Money/Bid Security **shall be submitted along with the technical offer in shape of CDR. Technical offers received without Earnest Money shall not be accepted and render for rejection.** Therefore, your tender must be accompanied by a CDR in favour of CMA (DP). Rawalpindi as mentioned below:

**Rates FOR/FOB Contract.** The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-

- (1) **Registered/Indexed Firms.** 2% of the quoted value subject to maximum ceiling of Rs. **0.500** Million.
  - (2) **Registered but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs. **0.750** Million.
  - (3) **Unregistered/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. **1.000** Million.
12. **Return of Earnest Money.**
- a. The offers along with Earnest Money of the firms not qualified during technical scrutiny shall be returned within 03 days of receipt of TSR.
  - b. Earnest Money of the unsuccessful bidders other than the first three lowest quotes shall be returned instantly on the next day of commercial opening.
  - c. Earnest Money of the first lowest firm will be returned after the finalization of the contract, once the firm has provided the Bank Guarantee. (Para 32 (c) of DP-35 refers).



d. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black bold Marker.

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

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

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

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

h. Requisite amount of earnest money (in shape of CDR in the favour of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted.

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.

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

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

**GENERAL REQUIREMENTS/CONDITIONS**

1. **DELIVERY SCHEDULE**

- a. The equipment/stores/accessories/tools are to be delivered within 03 months from the date of signing of contract on C & F Basis.
- b. OEM Certified brand new equipment will be accepted (i.e. year of manufacture/year of procurement/delivery should be the same.
- c. Only genuine OEM parts are acceptable. Non-Genuine/Replacement of parts/spares are not acceptable.
- d. All port & 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 EHQ (N) in Pak Currency.

2. **PAYMENT TERMS:**

- a. 80% payment shall be released on receipt of all materials, documents etc.
- b. 20% payment shall be released on successful installation, commissioning, training and acceptance upon issuance of CRV.

3. **ORIGIN OF EQUIPMENT:**

Imported Preferably USA/ EUROPE/ JAPAN/ GERMANY.

4. **CERTIFICATE OF CONFORMITY**

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) at e-mail address cins@paknavy.gov.pk, insectorate1@paknavy.gov.pk. 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.

5. **BANK GUARANTY CLAUSE**

To ensure timely and correct supply of stores the firm will furnish performance bank guarantee (upto 10% of the contract value) in shape of demand Draft or an unconditional Bank Guarantee from a scheduled Bank.

6. **WARRANTY/GUARANTEE**

- a. Equipment (including software if any) will be accepted on DPL-15 against firm's warranty/guarantee of minimum of Two Year.
- b. Warranty/ guarantee will start after successful commissioning of the equipment. Breakdown period during warranty will not be counted in the warranty period.
- c. Supplier will arrange free service, maintenance and replacement of defective parts during warranty period.

7. **TRAINING**

Training of 4 x operators to an extent to enable them to operate and common fault finding in concerned hospital/ unit for 2 weeks without any additional cost.

8. **INSPECTION**

- a. Inspection Authority: CINS KARACHI
- b. Joint inspection will be carried out by Senior Classified Specialist of concerned Hospital, electrical Officer of PNS SHIFA, OI/C PNMSD, Supplier/Company concerned and INS.

9. **PENALTY**

The supplier before making the shipment will carryout complete test of the equipment at his facilities to ensure that the same has been manufactured as per the specifications. However, the buyer within, 30 days of its receipt will carryout inspection and test/trials. In case the equipment does not pass the test/trials, the buyer has the right to out rightly reject the equipment or impose penalty at the rate of 2.5% of the value of the relevant equipment item. The penalty shall not absolve the supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be addition to other penalties and obligations covered in the contract like warranty/guarantee obligations on form DPL-15.

10. **OBSOLESCENCE CLAUSE**

In case of discontinuation of production or any component/part as result of obsolescence or development of upgraded version, the seller is to inform the buyer at-least one year (01) 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.

11. **MAINTENANCE & REPAIR**

- a. The seller will be required to have a provision in the same contract for replacement of defective components/parts through exchange and shall provide in the proposal the Standard Replacement Cost for all PCBs, Modules, Sub-assemblies, LRUs, etc used in the equipment/system for next five years. Further

more the seller will also be required to furnish the standard Repair Cost for all these PCBs, Modules, Sub-assemblies, LRUs, etc.

b. The seller will guarantee to supply the necessary spares for next at least 10 years from the date of final acceptance of the system, if so required by PN.

c. Seller will be required to agree to a provision for going into a ten years maintenance contract. A suitable clause in this regard should be entered in the contract.

12. **PROVISION TO BUY ADDITIONAL EQUIPMENT**

Supplier should give an undertaking that he would not increase the cost of stores if additional quantity of same item is purchased in next 12 months after commissioning of the equipment. He may however decrease the cost.

13. **BUY BACK**

If the store is not required to end user then the supplier will buy back on its original sale price.

14. **LIQUIDATED DAMAGES**

Liquidated damages upto 2% per month are liable to be imposed on the supplier/principal by the purchase in accordance with DPP&I-35(Revised 2019), if the stores are supplied after the expiry of the delivery date without any valid reasons. Total value of Id shall not exceed 10% of the contract value.

15. **RISK PURCHASE**

In the event of failure on the part of supplier to comply with the contractual obligations, the contract shall be cancelled at the risk and expense of the supplier in accordance with DPP&I-35(Revised 2019).

16. **PRICE VARIATION**

Prices in the schedule of stores will not be changed or increased by firm at any stage as offered 1<sup>st</sup> time.

17. **DISCREPANCY**

The consignee shall render a discrepancy report to DP (N), CINS and concerned hospital within 30 days from the date of receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

18. **DOCUMENTATION**

- a. Operating Manual (in original)
- b. Defect diagnostic & remedial measures (in original)
- c. Maintenance Manual (in original)
- d. Standard OEM Technical Manual (in original)
- e. Spare parts catalogues (in original).

- f. Current price/catalogue lists (in original).
- g. OEM Standard Service Manual (in original).
- h. Trouble shooting Manual (in original).

19. **ACCEPTANCE CRITERIA**

- a. The equipment will not be acceptable in case of the following: -
  - (1) Specifications are not as per Annex 'A'.
  - (2) Documentation at para 18 of Annex 'B' not provided.
  - (3) Certification requirement as per Annex 'B' are not met.
  - (4) Training is not conducted as per training clause.
  - (5) Setting-to-work (STW), trials and commissioning are not completed to the satisfaction of end user in accordance with OEM approved/recommended procedures (As mutually agreed).
  - (6) Confirmation of performance and functions is not same as given in the contract and relevant documentations/manuals.
- b. Additionally supplier is to provide OEMs certified acceptance criteria for testing of the equipment within 15 working days after signing of the contract.
- c. PN will evaluate the supplied acceptance criteria & amend it as per its experiences as regards to operation & maintenance of equipment within 20 working days of receipt of this criteria.
- d. The final acceptance certificate will be signed by PN only after successful completion of all acceptance trials to the entire satisfaction of PN.

20. **TECHNICAL SCRUTINY REPORT**

TSR will be undertaken by a committee nominated by NHQ DGMS (N).

21. **END USER**

Any PN Hospital

22. **INTEGRITY PACT**

Procurements exceeding the prescribed limit shall be subject an integrity pact, as specified by regulation with approval of the Government, between the procuring agency and the suppliers or contracts.

23. **FORCE MAJEURE**

a. Neither the Purchase nor the Supplier shall be responsible to each other in any manner whatsoever in the event of the performance of the contract being delayed by causes beyond his or its control like strikes, act of God, civil commotions, restraints of ruler, flood, riots, fire, storms, war or similar occurrence. As soon as the Supplier starts suffering a disruption of work of any delay, due to force Majeure, he shall forthwith notify the Purchaser in writing of the cause of the delay and take possible steps to curtail it.

- 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 10 days from the start to force majeure event.
- c. The purchase shall be entitled to conduct investigation into cause of delay reported by supplier.
- d. Where the delay was due to genuine force Majeure event it shall extend the delivery for a period to the period in which such force Majeure remains operative.
- e. Such extension in delivery period due to force Majeure, shall not entitle the Supplier to claim any extra cost from the Purchaser.

24. **OTHER REQUIREMENTS**

- a. Name, Address and Telephone/Fax No. of OEM are to be provided with quotations and same also be endorsed in the contract.
- b. Acceptance of stores/equipment at PNMSD by the supplier will be after clearance from joint inspection team comprising Senior Classified specialist concerned hospitals, Electrical Officer of PNS SHIFA, O I/C PNMSD and rep of CINS.
- c. Installation and commissioning at site by supplier within one month without extra charges.
- d. Supplier should undertake that the accessories/components are compatible with each other & to the main system. Moreover, the system in all respects is ready for use on "Turn Key Basis".
- e. Supplier should send latest updates & current information about system after selling of stores/equipment.
- f. Any item subsequently found short would be supplied at concerned hospital without any additional cost within 30 days.
- g. Trials & commissioning of the equipment by OEM/firm to the satisfaction of the end user.
- h. Issuance of EIUC (End Item Utilization Certificate) by end user within 01 month after successful completion of test and trials.
- j. The supplier should mention the price of all deliverables i.e Equipments, spares, documentation, tools (if any) trainings, test/trials/commissioning etc. The same are to be subsequently incorporated in the contract document.
- k. The subject store being hospital equipment is exempted from 17% GST under item 52/A of the Sixth Schedule of the Sales Tax Act 1990.
- l. Marking of Store in accordance with MS/MISC/002/80

TENDER NO.....

NAME OF THE FIRM.....  
DGDP REGISTRATION No.....  
ADDRESS.....  
TELEPHONE NO. ....  
OFFICIAL E-MAIL.....  
FAX NO .....  
MOBILE NO .....

To:

THE DIRECTOR OF PROCUREMENT  
(SECTION P-31)

**Directorate of Procurement (Navy)**

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

Contact: Reception: 051-9262311  
Bahria Gate: 0331-5540649  
Section: 051-9262304

Email: [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)  
[Adpn31pre@paknavy.gov.pk](mailto:Adpn31pre@paknavy.gov.pk)

DEAR SIR

DATE\_\_\_\_\_

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** 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. DP-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 PROCURATION".
- (d) IN THE CASE OF COMPANIES AND FIRMS REGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO-DATE AND UNDER THE PARTNERSHIP ACT 1932, THE CAPACITY IN WHICH SIGNING E.G., THE DIRECTOR, SECRETARY, MANAGER, PARTNER, ETC. OR THEIR ATTORNEY AND PRODUCE COPY OF DOCUMENT EMPOWERING HIM SO TO SIGN, IF CALLED UPON TO DO SO.
  
- (e) Principal's Proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable



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

**IMPORTANT**

Each column must be filled in with BLOCK CAPITAL LETTERS, incompleton 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)