

Tender Covering Form

Directorate of Procurement (Navy)

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

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

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

P- 31/FOR Section (Contact: 0519267411, 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:

<u>Sealed Envelop 1 – Technical Offer in Duplicate</u>			
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick ✓ against each to ensure that these documents have been 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		
<u>Sealed Envelop 2 – Earnest Money</u>			
This Envelop must contain Earnest Money only.			
<u>Sealed Envelop 3 – Commercial Offer</u>			
This Envelop must contain following documents:			
1.	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
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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,
Naval Residential Complex E-8
ISLAMABAD

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

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

M/s _____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

1. DP (Navy) invites you to tender for the supply of stores/equipment/ services as per details given in attached Schedule to Tender (Form DP-2).

2. **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 2017) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2017) (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 2017) and other special

Understood
agreed

Understood
not agreed

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

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

Understood
agreed Understood
not agreed

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

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

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

Understood
agreed Understood
not agreed

d. Firms shall submit their offers in two separate envelopes (**i.e. one copy** of commercial offer and **two copies** of the technical offers as asked in the IT) and envelopes clearly marked “**Technical proposal**”, “**Commercial**”

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

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

Understood
agreed

Understood
not agreed

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

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

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

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

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.**

- | | | |
|---|--|--|
| <p>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.</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <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>8. <u>Part Bid.</u> 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
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>9. <u>Quoting of Rates.</u> 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
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>10. <u>Return of I/T.</u> 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
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><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>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>11. <u>Withdrawal of Offer.</u> 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
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>12. <u>Provision of Documents in case of Contract.</u> In case any firm wins a contract, it will deposit following documents before award of contract:</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |

- 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 2017) 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:

	Understood agreed	Understood agreed
a. 1 st rejection on Govt. expense	<input type="checkbox"/>	<input type="checkbox"/>
b. 2 nd rejection on supplier expense	<input type="checkbox"/>	<input type="checkbox"/>
c. 3 rd 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 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"/>

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

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

b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the

Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, **PERMANENT BLACKLISTING** of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.

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

22. **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

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

26. **Price Variation.**

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.

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

Understood
agreed

Understood
not agreed

34. **Termination of Contract.**

Understood
agreed

Understood
not agreed

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

is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

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

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

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

(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

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

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.

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. 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.
- 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.

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

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/alteation 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 JUDICIAL 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
debaring, 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. **2090065/B-2104/310509** dated **26-03-2021**. This tender will be closed for Acceptance at **1030** Hours and will be opened at **1100** Hours on. **04-10-2021** Please drop tender in the Tender Box No **201**.
2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
3. you are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	SCOPE OF WORK, ACQUISITION, STW, TEST/TRIALS, ACCEPTANCE/COMMISSIONING OF 04 X GROUND CUM MARITIME SURVEILLANCE RADAR (MTI RADARS) <u>Detailed:</u> <u>Technical Specification:</u> As per Annex A. <u>General/Requirements /Instructions:</u> As per Annex B.	AS PER ANNEX 'A'		
Check FOR/FOB CASE Above mentioned price includes 17% sale Tax (Please tick Yes or No)		Yes		No
	Grand Total			

Terms & Conditions

1.	<u>Terms of Payment.</u>	As per Annex B (Para – 3).	Understood agreed	Understood not agreed
2.	<u>Origin of Stores.</u>	Imported (Name & Country to be clearly mentioned).	<input type="checkbox"/> Understood agreed	<input type="checkbox"/> Understood not agreed
3.	<u>Origin of OEM.</u>	Imported (Name & Country to be clearly mentioned).	<input type="checkbox"/>	<input type="checkbox"/>
4.	<u>Technical Scrutiny Report.</u>	Required.	Understood agreed	Understood not agreed
5.	<u>Delivery Period.</u>	06 Months after signing of contract	<input type="checkbox"/>	<input type="checkbox"/>
6.	<u>Currency.</u>	Euro	Understood agreed	Understood not agreed
7.	<u>Basis for acceptance.</u>	FOB Basis	<input type="checkbox"/>	<input type="checkbox"/>

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

9. **Tendering procedure** Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.

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

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).

11. **Special Note.**

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 activeTaxpayers 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/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached **in separate envelop in sealed condition with the Technical offer**. Photocopy of the same shall also be attached with DP-2 as a testimony. **Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.**
- 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. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- 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.**

TECHNICAL SPECIFICATIONS OF GROUND SURVEILLANCE RADAR (MTI RADAR)

S No	TECHNICAL SPECIFICATIONS	Firm's Reply (Complied/ Partially Complied/ Not Complied)	Firm's Remarks and Proposals Reference								
Note:	Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation Firm is required to clearly mention Complied/ Partially Complied/ Not Complied remarks against each Clause and qualify same through mentioning references in respective clause from the attached firm's technical proposal/ brochures as per following format:										
1.	Introduction. Pakistan Navy requires ground cum maritime surveillance radars to augment its surveillance efforts all along the coast. These radars should be able to detect movement of watercrafts, vehicles and personnel etc to facilitate the coastal security and harbour defence architecture.										
2.	Operational Capabilities. Operational capabilities are as under:										
	S # Required Functions/Specifications										
a.	Type	Pulse-Doppler Radar/ MTI									
b.	Frequency	X-band/ Ku band									
c.	Instrumented range	30-40 km									
d.	Mobile application	Easily deployable with no additional effort.									
e.	Detection ranges	<table border="1" style="width: 100%;"> <tr> <td>Vessel</td> <td>25 to 40 Km</td> </tr> <tr> <td>Light vehicle</td> <td>20 to 22 Km</td> </tr> <tr> <td>Small boat (rubber dinghy, jet ski, wooden boat)</td> <td>18 to 20 Km</td> </tr> <tr> <td>Personnel walking</td> <td>10 to 12 Km</td> </tr> </table>	Vessel	25 to 40 Km	Light vehicle	20 to 22 Km	Small boat (rubber dinghy, jet ski, wooden boat)	18 to 20 Km	Personnel walking	10 to 12 Km	
Vessel	25 to 40 Km										
Light vehicle	20 to 22 Km										
Small boat (rubber dinghy, jet ski, wooden boat)	18 to 20 Km										
Personnel walking	10 to 12 Km										
f.	Coverage	Electronic scanning 90°/ 120° in sector and 360° in scan mode									
g.	Mode of Operation	Auto with multi contact tracking									
j.	Target velocity(min)	Can detect slow moving targets(Vehicles, personnel,									



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		boats etc) preferably 0.1 to 40 m/s		
k.	Interfacing Protocol	Supplier is to ensure that the system utilizes standard interfaces for sensors integration with already held PN CSN		
l.	ICDs	The supplier will deliver ICDs/protocol/integration details which will include details of all hardware/software modules to facilitate PN to integrate the equipment independent of OEM in future		
m.	Mobile Displays	Suitable mobile Displays capable of showing Radar picture to individuals on patrol duties are to be provided. Displays should be capable of generating suitable prompt/alarms for operator upon detection of intruder by Radar.		
n.	Sector Transmission feature	Sector Transmission feature is to be provided in order to avoid large echoes/ clutter from buildings/ mountains etc.		
p.	ECCM Feature	Radar should have Built-in-test equipment (BITE) & ECCM features of frequency agility/hopping.		
q.	Remote operation	Capable of remotely operated and controlled for effective Ops at remote locations/creeks/ coastal areas.		
3.	Military Standards. The radar and its equipment should be proven design, rugged and should conform to military/ international standards and should be able to operate in Creeks/ Coastal Area throughout the year without any environmental limitations/ constraints. The system components should be corrosion/ rust free. Moreover, the system should withstand following:			
	S #	Parameter	Specifications	
	a.	Operating ambient temperature	-5° to 55°C	



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b.	Storage temperature	-5° to 70° C		
c.	Relative Humidity	up to 95% at 45° C		
d.	Wind limitation	Capable to withstand up to 55 knots (preferably)		
e.	Rain limitation	Capable to withstand up to 70 mm / day		
f.	Vibration and shock proof	As per MIL-STD 167-1 & MIL STD 901 or equivalent		
g.	Dust and water resistant	As per MIL STD 810 or equivalent		
h.	Salt and fog resistant	As per MIL STD 810 or equivalent		
j.	Electrical interface	As per MIL STD 1399 or equivalent		



GENERAL TERMS AND CONDITIONS


S No	Description	Supplier's Reply (Complied/ Partially Complied/ Not Complied	Reference to attached Supplier's Proposals/ Brochures
1.	<p><u>SCOPE OF SUPPLY</u></p> <p>The Supplier undertakes to deliver 04 x Ground cum Maritime Surveillance Radars after successful tests/ trials including provision of Supplies and Services to the Purchaser as per details specified in Annex A (Technical Specifications) and general terms and conditions mentioned in Annex B to IT, on FOB basis as per INCOTERMS 2020, within 12 months of Contract Effective Date (CED).</p>		
2.	<p><u>CONTRACT EFFECTIVE DATE (CED)</u></p> <p>CED shall be established and notified by the Purchaser upon completion of following pre-requisites:</p> <ul style="list-style-type: none"> a. Contract signing. b. Opening of confirmed and irrevocable LC by the Purchaser. c. Submission of 10% PBG by the Supplier. 		
3.	<p><u>TERMS OF PAYMENT</u></p> <p>The BCP shall be paid to the Supplier by the Purchaser through an irrevocable and confirmed Letter of Credit (LC) to be opened by the Purchaser in favour of the Supplier through a scheduled Pakistani Bank nominated by State Bank of Pakistan through CMA (DP). All bank charges relating to opening of LC (including confirmation charges) shall be borne by both Parties in their respective countries.</p> <p>Payment schedule shall be mutually agreed between the Parties at the time of contract negotiations as per DPP&I-35 (Revised 2019). However, general guidelines are as under:</p> <ul style="list-style-type: none"> a. 60% payment on shipment of stores and documents along with invoice, Packing list and Bill of Lading etc. b. 20% payment on successful completion of training, installation of equipment at Purchaser's site complying all tests/ trials as per ATPs and issuance of acceptance certificate by the End User. c. 20% payment on Issuance of CRV. 		



4.	<p><u>PERFORMANCE BANK GUARANTEE (PBG)</u></p> <p>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) 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.</p> <p>If the Supplier fails to produce the Bank Guarantee within the specified period the Purchaser reserve the right of cancelling the contract at the risk and expense of the Supplier. In the event of unsatisfactory performance or any breach of terms of the contract, the Bank Guarantee shall be forfeited to the Government at the discretion of the Purchaser, on satisfactory performance of the contract, the Bank Guarantee shall be returned to the Supplier by CMA(DP) upon receipt of No Demand Certificate (NDC) from Directorate of Procurement (Navy).</p>		
5.	<p><u>PRICES OF THE ITEMS</u></p> <p>The Supplier shall mention the price of all deliverables (i.e. equipments/ services, spares, documentation, tools bench/ tools/ test equipment, trainings, FATs (Factory Acceptance Trials), installation/ integration, test/ trials/ commissioning (Harbour & Sea Acceptance Trials etc where applicable) separately in the financial proposal. The same shall be subsequently incorporated in the contract document.</p>		
6.	<p><u>INSPECTION OF STORES</u></p> <p>Inspection of stores shall be carried out as under:</p> <p>a. Inspection Authority: CINS Karachi</p> <p>b. Joint inspection shall be carried out by rep of CINS, End User, Consignee and Supplier within 15 days after delivery of stores/ equipment.</p>		
7.	<p><u>PRODUCT PRESENTATION/ DEMONSTRATION TRIALS</u></p> <p>The OEM is to present their product for better evaluation of the requirement and subsequent demonstration in Pakistan/ Abroad on 'NO COST NO OBLIGATION BASIS' prior further contract. Contract finalization would be subject to successful demonstration conducted on the basis of agreed trials criteria.</p>		
8.	<p><u>TECHNICAL ASSISTANCE</u></p> <p>Salient aspects of Technical Assistance should include:</p> <p>a. Installation of complete equipment / system</p>		


	<p>on Creek sites, or on any site selected by PN.</p> <p>b. Integration and interfacing with the other systems, equipment and auxiliary equipment which are required for proper and complete function of the offered equipment and system:</p> <ol style="list-style-type: none"> (1) Operator Manual. (2) Technical Manual (3) Interface Control Documents (ICDs) (4) Maintenance Manual. (5) List of recommended spares for 02 years. (6) Test and Calibration Procedure. (7) Software Manual. (8) Operation/ maintenance (1 & 2), repair level (3 & 4). Manual of all machinery equipment be provided. The catalogue should include postal, telephone, fax address of spares parts supplier/ OEM. <p>c. All documents concerning with software and configuration, Maintenance Management System, Supply Support and Technical Support are to be provided. Parts catalogue along with NSN numbers is to be provided by OEM. In addition, suitable training for ship staff and dockyard technical staff to be imparted at OEM premises for operation and maintenance. Complete documentation to support all aspects of software maintenance alongwith the source codes both in hard and soft form including following be provided:</p> <ol style="list-style-type: none"> (1) Configuration document. (2) All other relevant publications. 		
9.	<p><u>ACCEPTANCE TRIALS CRITERIA</u></p> <p>Acceptance trials procedures i.e. Factory Acceptance Trials (FATs), Set to Work (STW), Site Acceptance Trials (SATs) are to be provided to PN by OEM (in English) three months in advance for study and vetting by PN. The criteria would specify realistic values of detection ranges versus aspects of different targets at sea, air and land/ mangrove areas. Final acceptance procedures will be approved by PN, taking into consideration trial procedures recommended by the supplier and experience in operating/ maintaining the system. OEM will carry out FATs at OEM premises in presence of PN team</p>		



	<p>comprising 5 x personnel. All expenditures of FATs including international travel are to be borne by the seller. All claimed technical capabilities should be demonstrated during FATs. After delivery, STW and commissioning of supplied system, all acceptance tests/ trials are to be carried out in Pakistan in the presence of buyer/ PN to prove that the equipment supplied is performing the as per prepared criteria. Final acceptance certificate will be signed by PN only after successful completion of all acceptance trials and 100% operational performance proven by the seller to entire satisfaction of buyer as per agreed capabilities.</p>		
10.	<p><u>CHECKING OF STORES AT CONSIGNEE'S END</u></p> <p>Upon arrival, Supplies shall be checked at consignee's end in the presence of the Purchaser and Supplier's representatives. If for the reasons of economy, or any other reason, the Supplier decides not to nominate his representative for such checking; an advance written notice to this effect shall be given by the Supplier to the consignee prior to or immediately on shipment of stores. In such an event, the Supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken, as final and any discrepancy found shall be accordingly made up by the Supplier. In all other cases, the consignee shall inform the Supplier about arrival of consignment immediately on receipt of stores through fax. If no response from the Supplier is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores shall be binding on the Supplier in such cases.</p>		
11.	<p><u>INTEGRATED LOGISTIC SUPPORT (ILS) PACKAGE</u></p> <p>ILS requirements are to be tailored to ensure through life supportability at optimum costs. General requirements are as under:</p> <p>a. Through Life Maintenance Plan and Through Life Cycle Cost (TLCC) meeting 80% Ops Availability requirement are to be provided.</p> <p>b. Following parameters of System/ Equipment, Assemblies, Sub-Assemblies and parts are to be provided:</p> <p>(1) Reliability {(Mean Time Between Failure (MTTBF)).</p> <p>(2) Maintainability (Mean Time To Repair (MTTR)).</p> <p>(3) Testability including fault coverage, fault resolution, fault detection time, fault isolation time, and false alarm rate and</p>		

	<p>system level test effectiveness.</p> <p>(4) Operational Availability figures of the offered system.</p> <p>(5) Maintenance Concept, Maintenance Plan Rational including Organizational (Operator/ User), Intermediate and Depot Maintenance (recommended by OEM).</p> <p>c. Test Bench/ Repair facility at PN Dockyard may also be provided in order to undertake post-induction 3rd & 4th level repair/ maintenance at PND.</p>		
12.	<p><u>LOGISTIC SUPPORT ANALYSIS (LSA) RESULTS</u></p> <p>Results of Failure Modes Effects and Criticality Analysis (FMECA), Reliability Centred Maintenance Analysis (RCMA), Maintenance Task Analysis (MTA), Level of Repair Analysis (LORA) and Life Cycle Cost Analysis (LCCA) are to be shared with PN for the offered system.</p>		
13.	<p><u>INTEGRATED LOGISTIC SUPPORT ELEMENTS</u></p> <p>The Supplier is to provide following ILS requirements to PN in hard copy and database format to carryout repair and maintenance upto the Level 4.</p> <ul style="list-style-type: none"> a. Maintenance Planning. b. Supply Support. c. Tools & Test equipment. d. Training Devices. e. Technical Documentation including 3D IPCs. f. Packaging, Handling, Storage and Transportability. g. Support Facilities. h. Depot Level Supportability package as per finalized agreement. <p>Offered System should be in use by parent Navy/ Coastguard of country of origin or with at least 01 x customer with satisfactory performance.</p> <p>OEM/ Contractor is required to forward following documents to PN in soft copies (PDF Format searchable) at least two months in advance of dispatch of stores/ consignment date for inventory updation.</p> <ul style="list-style-type: none"> a. Illustrated Part Catalogue (IPC) duly verified by OEM. 		



	<p>b. List of all components/ parts/ assemblies in Excel format covering under mentioned field.</p> <ol style="list-style-type: none"> (1) OEM complete address. (2) Part Number. (3) NATO Stock Number (If held). (4) Description/ Nomenclature of item/ Part/ assembly. (5) Denomination. (6) Shelf life. (7) Equipment Name. (8) Equipment Model No. (9) Equipment Serial No. (10) Population of items in equipment. (11) Repairable/ Non repairable parts source of availability. (12) Units/ Price in US \$/ Pak rupees. 		
14.	<p><u>LOGISTIC SUPPORT DURING WARRANTY PERIOD</u></p> <p>Maintenance and spares support shall be provided without any additional cost by the OEM/ Supplier during the warranty period. The turnaround time of the PCBs/ modules/ items under warranty repairs shall not exceed 4-6 weeks on delivery of defective PCBs/ modules/ items at Supplier's premises including all required documents.</p> <p>Supplier shall provide backup Operating & System software for the system including EPROMs/ controller (if used) along with loading procedures.</p> <p>The spares package shall include 3 years requirement to keep the systems operational at its optimum performance.</p> <p>The Supplier shall guarantee to supply the necessary spares for next 10 years.</p> <p>a. <u>Maintenance Support</u></p> <p>Salient maintenance requirements are as under:</p> <ol style="list-style-type: none"> (1). <u>Test Instruments and Tools</u>. An adequate inventory of general purpose test equipment/ tools and special to type test equipment/ tools shall be provided by OEM to support Onboard Level maintenance as 		

replacement of faulty PCBs/ modules for defect rectification.

(2). **Depot Level.** OEM shall provide technical proposal to PN at To + 03 months to undertake depot level repairs in the form of Test Bench Facilities or to identify faulty sub-modules. The proposal shall include all relevant details to undertake depot level maintenance including software part.

b. **Spares Support**

The Supplier shall provide onboard spares to keep the system functional at its optimum performance for an operational period of one (01) year and three (03) years. Spares, tools and test equipment for the system and its associated equipment shall be provided to enable Purchaser to undertake diagnosis and maintenance of the system upto module level.

Purchaser has the right to delete any spare so recommended keeping in view the stock available and consumption history of that particular spare. Price of such deleted spares shall be adjusted accordingly in the contract. Supplier shall provide following information for each item and the same shall be made part of the contract:

Part Number
Description/ Nomenclature
Shelf Life
OEM
Model and S No.
Price
Quantity Required
Special storage requirement.

The composition of the spares package provided as part of the scope of supply shall essentially include at least one of each type of major LRUs and PCBs. A certificate to the effect shall be rendered by OEM along with offer.

The Supplier shall provide as part of the scope of supply a price catalogue of all the spares required for the system to provide PN a datum for ascertaining/ planning future stock requirements. Spares for the system and associated equipment be guaranteed for at least 10 years after commissioning of the system. In this regard, the Supplier shall render a Logistic Support Certificate which guarantees through life supportability of spares.

Critically required spares shall form part of one year onboard and three (03) years spares package which shall be provided by OEM. The proposal shall include price and lead time of all critical items.



15. **SYSTEM PCBs REPAIR SUPPORT PACKAGE**

To support repair of PCBs, following may be provide by OEM:

- a. **Circuit Diagrams.** Provisioning of Circuit diagram of all PCBs (at least critical PCBs of system) may be provided by OEM.
- b. **System's application and Embedded Software.** OEMs of the system are to provide copies of all the System's application software and embedded software of PCBs (whether locked or unlocked).
- c. **Customized ICs/ Components/ Hybrid Circuits.** Schematics for all Hybrids used in modules of system and source details of all customized components such as ASICs be provided by the OEM.
- d. **JTAG Compliant PCBs/ ICs.** OEMs to use JTAG Compliant PCBs/ ICs in the offered system as much as possible.
- e. **Microwave/RF Components.** Source details of all Microwave/ RF components be provided by OEM. Moreover, specs sheet for each RF module detailing Power Supplies needed, inputs and output specs and transfer functions be also provided by OEM.
- f. **Electronics and Control Systems - Programmable Logic Control (PLC) and Human Machine Interface (HMI).** OEMs of all the embedded systems involving PLC/ HMI modules are to provide Operating/ Application Software.
- g. In addition, following important aspects may also be considered in the offered equipment for provisioning where possible:
 - (1) **Source Code of FPGAs.** Source code of all FPGAs are necessarily required from OEM preferably in VHDL, Verilog formats. Moreover, test bench vectors for all FPGAs in VHDL, Verilog formats may also be offered/ provided.
 - (2) **Programme Data of all CPLDs.** Programme data for all CPLDs and PLCs be provided.
 - (3) **Bill of Material.** Bill of Materials (BoM) for all LRUs, SRUs and a set of customized components at the time of

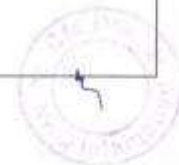



	<p>system delivery be offered. Offered BoM should have information like package style, tolerance etc.</p> <p>(4) PCB CAD Data. PCB CAD Data including pick and place data for undertaking defect diagnosis through Auto Point DT may be offered/ provided.</p> <p>h. Test Programme Set (TPS). OEM to provide complete information i-e Technical Data Package (TDP) for the PCBs requiring development of TPS as part of contract. Alternatively, OEM may provide TPS of PCBs which are compatible with PinPoint-II system.</p> <p>j. Provision of complete details/ OEMs of COTs PCBs. OEM to provide complete details of PCBs used in the electronic systems including source of their supply to source directly from OEMs in case of future requirements.</p>		
16.	<p>CONTINUOUS LOGISTIC SUPPORT</p> <p>The Supplier shall guarantee to supply the necessary spares for next 10 years from the date of its final acceptance of the system by PN. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment, OEM shall indicate their source of availability.</p> <p>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.</p> <p>In case of discontinuation of production of any component/ part as result of obsolescence or development of 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.</p> <p>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.</p>		
17.	<p>CERTIFICATION REQUIREMENT</p> <p>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.</p>		



	Supplier through certificate is to confirm that he shall provide import documents at the time of delivery of stores. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer shall be provided at the time of delivery of stores. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockist shall not be acceptable.		
18.	<u>SUBLETTING</u> Supplier shall be entirely responsible for the execution of the Contract in all respects according to the terms and conditions as set forth in 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.		
19.	<u>CONFIDENTIALITY</u> The Supplier 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/ Supplier/company's lawyer(s), or to any press or agency not authorized by the Purchaser 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 and expense of the Supplier.		
20.	<u>REJECTION CRITERIA</u> . The equipment shall not be acceptable in case of the following: a. Equipment specifications are not as per Annex A. b. List of Spares/ Consumables required for maintenance/ operation is not provided as per Annex B. c. Documentation is not provided as per Annex B. d. "Certification Requirement" are not met as per Annex B. e. Confirmation of performance and functions is not same as given in the contract and relevant documentation/manuals.		
21.	<u>DOCUMENTATION</u> The Supplier shall provide two sets (hard and soft copies) of following original documents (in English) for each item/ system: a. <u>Operator Manuals</u> . Should provide detailed operating procedures for the system.		4

	<p>b. <u>Maintenance Manuals.</u></p> <p>(1) Should provide technical data/specifications and detailed technical description of the equipment/ system including its all sub-assemblies/ sub systems.</p> <p>(2) Document should also provide up to level 4 maintenance routines along with detailed procedure to complete maintenance job including information contained in Job information Cards (JICs).</p> <p>c. <u>Installation Manuals.</u></p> <p>(1) Should cover in detail pre-qualification checks, detailed installation procedure and post installation checks.</p> <p>(2) Should cover set to work and commissioning procedure alongwith relevant settings and performance data sheets.</p> <p>d. <u>Calibration Procedures.</u> OEM is to provide calibration periodicity, procedure and system accuracy verification procedure/ documentation.</p> <p>e. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/spares. List of fast moving items may also be provided.</p> <p>f. Complete onsite, onboard & depot level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams.</p> <p>g. Line diagrams, engineering diagrams and technical diagrams of entire project.</p> <p>h. Illustrated parts catalogues (IPCs).</p>		
22.	<p><u>TRAINING</u></p> <p>Following trainings may be arranged by the OEM:</p> <p>a. <u>Operator and Maintainer Training.</u> 1 x week training for both operators and maintainers comprising 10 x personnel each be arranged by OEM at OEM premises.</p> <p>b. <u>Intermediate & Depot Levels Maintenance Training.</u> 2 x weeks training for 5 x personnel be arranged by OEM at OEM premises.</p>		



23.	<p><u>SYSTEM SOFTWARE</u></p> <p>The software of the system shall include, (but not necessarily be limited) to the following:</p> <ul style="list-style-type: none"> a. Shall be fully supportable in case of an upgrade in hardware is necessitated. An anomaly / bug reporting and remedial measures between seller and PN shall be defined. b. Software shall be warranted for a period of 5 years. A certificate shall be obtained from the Supplier that software supplied is of latest version. c. Any up-gradation in the software shall be provided free of charge during the warranty period. d. The software shall be as per international Military applications. e. The software modules shall be documented for understanding of their operation. f. The Supplier shall undertake to cooperate in future up-gradation of the system (if any). g. Necessary software for running the diagnostic test up to component level shall also be provided. h. Backup of all software programmes including embedded software, application software and operating system software shall be provided. <p>The Supplier shall provide copy of application software and operating system software. Moreover, the Supplier shall train PN operators and maintainers as a part of training to install the software in case of malfunction.</p>		
24.	<p><u>CUSTOMIZED COMPONENTS</u></p> <p>The Supplier shall provide list of all customized components as well as all programmable components used in the system, to meet the repair/ maintenance requirements.</p> <p>In case of computer hardware, no customized chips/ modules/ memory/ interfacing to be used. Such components shall be COTS nature of ease of replacement. List of such hardware with OEM addresses be provided.</p>		
25.	<p><u>WARRANTY/ GUARANTEE</u></p> <p>Supplier is to guarantee that product is as per specs of the contract. Supplier is to provide warranty of 1 year for associated hardware and 5 years for software from date of acceptance by PN.</p> <p>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</p>		


	<p>procured directly from OEM or his authorized dealer/ agent/ stockist, shall not be acceptable.</p> <p>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>Post delivery, the Supplier shall 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>In case of Supplier's failure to replace the defective stores without any additional cost within 30 days he shall refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN.</p>		
26.	<p><u>EXPORT LICENSE/ PERMITS/ EUCs</u></p> <p>The Supplier shall be responsible to apply in the correct form and in due time for all applicable permits and export licenses etc. outside Pakistan from the related government(s), for the contracted stores and supplies.</p> <p>Upon signature of the Contract but before CED, the Supplier shall apply for any necessary export licences or other government approvals outside Pakistan in relation to any Supplies to be provided by the Contractor to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where Supplies originate. The Purchaser is responsible for issuing the EUC as per the required format by respective OEMs or governments within 30 (thirty) days on receipt of the request of the Supplier.</p> <p>End User Certificate if required by the Supplier for export of stores to Pakistan shall be provided on written request of Supplier. The request, if required shall be made at the time of signing of contract along with specimen of EUC.</p>		
27.	<p><u>DUTIES/ TAXES AND OTHER CHARGES</u></p> <p>The prices given in the schedule of stores are inclusive of all kinds of duties, fees and taxes.</p>		
28.	<p><u>INTERFACING</u></p> <p>The Supplier shall render certificate of compatibility of offered equipment proposed with existing equipment / sensors in use within PN.</p> <p>The system shall be capable of integration with Command & Control system and other onboard surface/ air weapons & sensors. Mutual exchange of ICDs and other relevant information considered necessary between Supplier and Purchaser would be carried out on as and when required basis. Supplier shall assist PN/ MTC (CSI) to perform integration of the system and provide requisite information</p>		



	(as and when required basis). Supplier shall demonstrate successful operation of the supplied equipment. In this regard, Supplier shall arrange all cables/ connectors (data, communication, power or special) relevant to Radar system.		
29.	<u>PROVISION TO BUY ADDITIONAL SYSTEMS</u> If so required by the Purchaser, the Parties may enter into another Contract for purchase of additional system(s), at a comparable cost with the same scope of work at similar terms and conditions as mutually agreed upon if such requirement is conveyed till 31 December 2022. Thereafter, prices shall be discussed mutually.		
30.	<u>PROVISIONS OF RRC</u> The Supplier would be required to have a provision for going into a Rate Running Contract (RRC) for technical assistance, spare parts, training and repair of parts on request of PN.		
31.	<u>COMMISSIONING TRIALS</u> Commissioning and STW of the system/ equipment shall be scheduled by PN and informed to Supplier. Set to work / Commissioning trials to be carried out by Supplier on site, any defect / damage of the equipment during commissioning trials to be replaced by the Supplier without any additional cost.		
32.	<u>OBSOLESCENCE</u> In case of equipment becoming obsolete / obsolescent and the inability of the Supplier/OEM to provide spares support of equipment and repair of components/sub-systems, the Supplier undertakes to provide technical drawings and details of manufacturing processes to the Purchaser, without any additional cost, to enable the latter to become self-sufficient, shall the Purchaser choose to do so. In case of equipment becoming obsolete the Supplier shall replace the equipment with modified/substitute and shall charge from the Purchaser the difference of price of substitute/modified equipment and the previously supplied equipment (on case to case basis).		
33.	<u>ACCEPTANCE TRIALS</u> Acceptance trials to be conducted by the user prior to delivery. Performance and endurance characteristics are prime criteria of acceptance. Acceptance Trials (ATs) procedures (in English) are to be provided to PN by supplier for study and vetting. The final acceptance procedures are to be made by PN, taking into consideration the trials procedures recommended by the suppliers and PN experience in operating/ maintaining the equipment.		
34.	<u>PACKING/ MARKING INSTRUCTIONS</u> Standard Trade Packing Worthy of transportation by rail/road so as to ensure the arrival of the stores at the Consignee's warehouse in undamaged condition. Any loss or damage incurred due to sub-standard packing shall be		el

	<p>made good by the Supplier free of cost.</p> <p>Marking to be in accordance with international standards worthy of transportation by sea, road or air with bold marking as under:</p> <p style="text-align: center;">FRONT SIDE: Name and address of consignee. OTHER SIDE: Contract No. Dated..... TOP: Gross Weight</p> <p>For fragile stores word "FRAGILE" shall be marked in bold letters on all sides of the consignment/package.</p> <p>Any loss or demurrage occurring due to wrong marking or packing shall be borne by the Supplier. All stores shall be marked with a broad arrow pointing upwards, by stamping, painting or tallying. Each individual item of stores must bear the Part No. to facilitate identification.</p>		
35.	<p><u>PENALTY</u></p> <p>The Supplier before making the shipment shall carry out complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/trials, the Purchaser has the right to out rightly reject the equipment or impose penalty at the rate of 2-5 % of the value of the relevant equipment/item if the performance of the equipment is not as per scope of the supply under this indent.</p> <p>The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or on board at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/guarantee obligations on Form DPL-15.</p>		
36.	<p><u>RISK & EXPENSE</u></p> <p>In the event of failure on the part of the Supplier to comply with the contractual obligations, the contract is liable to be cancelled at the risk and expense of the Supplier in accordance with DPP&I-35 (Revised 2019). The Purchaser shall be entitled to receive back all advance payments made by him and shall have the right to purchase the store of similar or equivalent specification from elsewhere. In such a case the price difference (if any over and above the Net LC value of this contract) shall be paid by Supplier as compensation.</p>		
37.	<p><u>DISCREPANCY</u></p> <p>The consignee shall render a discrepancy report to DP (Navy), CINS and end user within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short shall be made good by the Supplier, free of cost.</p>		
38.	<p><u>FORCE MAJEURE</u></p> <p>Neither the Purchaser nor the Supplier shall be responsible to each other in any manner whatsoever in the event of the performance of the contract being delayed</p>		



<p>by causes beyond his or its control like strikes, act of God, civil commotions, restraints of ruler, flood, riots, fire, storms, war or Epidemics. 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. "Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of origin, shall not constitute Force Majeure".</p> <p>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.</p> <p>The Purchaser shall be entitled to conduct investigation into the cause of delay reported by Supplier.</p> <p>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. Such extension in delivery period, due to Force Majeure, shall not entitle the Supplier to claim any extra cost from the Purchaser.</p>		
<p>39. TERMINATION OF CONTRACT</p> <p>If at any time during the currency of the contract the Purchaser decides to terminate the contract with mutual agreement whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:</p> <ol style="list-style-type: none"> a. To have any part thereof completed and take the delivery thereof at the contract price or. b. To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser. c. 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. <p>Shall 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</p>		

	terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.		
40.	<p>ARBITRATION</p> <p>Parties shall make their attempt that 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 by written notice to the other party remove the dispute (s) to final and binding arbitration as provided below:</p> <p>a. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree, then the matter be brought in the notice of top leadership of both organizations. If for any reason, the matter could not be resolved, then the arbitration proceedings shall be held in London and under UK Law.</p> <p>b. The arbitration award shall be Supplier and final.</p> <p>c. In the course of arbitration the contract shall be continuously be executed except that part which is under arbitration.</p> <p>d. All proceedings under this clause shall be conducted in English language and in writing only.</p>		
41.	<p>TECHNICAL SCRUTINY</p> <p>TSR of the case shall be carried out by a committee nominated by NHQ.</p>		
42.	<p>LIQUIDATED DAMAGES</p> <p>Liquidated Damages upto 2% but not less than 1% per month or a part of the month are liable to be imposed on the Supplier by the Purchaser in accordance with DDP&I-35 (Revised 2019), if the stores/services are supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the value of store delivered late.</p>		
43.	<p>CERTIFICATE OF CONFORMANCE</p> <p>Supplier / Supplier shall provide correct and valid e-mail and fax No. to CINS and DP (Navy). Supplier shall either provide OEM Conformance Certificate to CINS or shall be e-mailed to CINS at address cins@paknavy.gov.pk, inspectorate1@paknavy.gov.pk under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies/ Suppliers rendering false OEM Conformance Certificate shall be black listed.</p>		
44.	<p>COMPENSATION FOR BREECH OF CONTRACT</p> <p>If the Supplier fails to supply of contracted stores or</p>		



	contract is cancelled either on Risk and Expense (RE) or without RE or contract become ineffective due to default of Supplier/ Supplier or stores/ equipment declared defective and caused loss to the Government, Supplier 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 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/ Supplier in Government treasury in the currency of contract.		
45.	<u>PRICE VARIATION</u> Prices in the schedule of stores contracted under this requirement shall be firm and final.		
46.	<u>AMENDMENT IN THE CONTRACT</u> The Contract after signing may be amended/ modified to (i) include new clause(s) or modify the existing clauses (ii) modify the quantity or specifications of the Supplies according Annex-A Technical Specs and/or (iii) any change of binding milestones with the written mutual agreement of the Supplier and the Purchaser; such amendment/ modification shall be processed in writing and shall thereafter form an integral part of the Contract.		
47.	<u>PORT & DOCK CHARGES</u> All port & dock charges shall 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.		
48.	<u>INDEMNITY</u> In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of sub-contractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his sub-contractors/ agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.		
49.	<u>PURCHASER'S RIGHTS</u> The Purchaser reserves the right of deletion, addition and cancellation of the contract in part or full without assigning any reason whatsoever and without financial repercussion on either side within 21 days after the signing of contract. Such information shall be passed to the Supplier on his legal address by the Purchaser through the fastest possible means i.e. Telephone, Fax, Telegram and Email etc. This right of the Purchaser is based on the grace period of 21 days permitted to the Supplier for the delivery of the stores.		
50.	<u>TRANSFER OF TECHNOLOGY (ToT)</u> Provision of Transfer of Technology/ expertise/ equipment		

	i.e Test bench for capacity building and for undertaking after warranty repairs at PND.		
	BATCH Ground cum Maritime Surveillance Radar shall be recently manufactured/ fresh batch and may not be older than 1 year at the time of delivery.		
52.	CERTIFICATE OF CONFORMANCE (COC) BY OEM. Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier/ contracting Supplier 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/ Suppliers rendering false OEM Conformance Certificates shall be black listed.		
53.	DISTRIBUTION OF CONTRACT COPIES Copies of contract be distributed to the following: File Copy Purchaser's Master Copy Supplier's Master Copy NHQ ACNS(Projects), Islamabad NHQ (DCM), Islamabad NHQ (D Budget), Islamabad NHQ (DSSI), Islamabad NHQ DNDP(Equipment), Islamabad NHQ DSOF&M, Islamabad HQ Coastal Command CO NSD, Karachi CO EHQ (N)& PDD, Karachi FA (Navy) CMA (DP)		

TENDER NO.....

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

To:

NEAR SNID, CDA MARKET, NAVAL RESIDENTIAL COMPLEX SECTOR E-8,
ISLAMABAD

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 2002) 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

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON BID SECURITY/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)