#### <u>Tender Covering Form</u> 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

dpn@paknavy.gov.pk adpn31pre@paknavy.gov.pk

P-31/FOB Section (Contact: 051-9262304, Email: adpn31pre@paknavy.gov.pk)

Tender No	o and Date			
Tender				
IT Openin	g Date			
IT Openin	g Date			
Firm Nam	ne			
Postal Ad	dress			
Email Add	dress for			
Contact F	Person			
Contact Number (Landline) (Mobile				
<u>Documen</u>	t to be Attached with Quotation			
Firm is to su	ubmit its proposal in a sealed envelope which shall contain 03 x Sealed Envelo	ops as per details g	iven below:	
Sealed En	velop 1 – Technical Offer in Duplicate			
	ope must contain $02 \times sets$ of Technical Offer ( $01 \times Original + 01 \times Copy$ ) as per this order and Supplier is to mark tick against each to ensure that the		-	
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			
6	Technical Offer / Specs			
7	Annex A of IT (with compliance remarks)			
8	Annex B and C of IT (with compliance remarks)			
9	DP-3 form of IT (duly filled and signed)			
10	DGDP Registration Letter (If firm is registered with DGDP)			
11	Tax Filling Proof			
Sealed E	nvelop 2 – Earnest Money This Envelop must contain Earnest Money only.			
Sealed E	nvelop 3 – Commercial Offer			
1	Firms Commercial Offer	01 x Original		
2	Principal Invoice (where applicable)	01 x Original		

3	Duly filled DP-2 Form of IT	01 x Original	
	-		

#### Firms Declaration

It is certified that we have submitted tender in compliance with above instructions nd 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 Bahria Gate Near SNIDS Centre, Naval Residential			
	Contact:	Reception: 051-926 Bahria Gate: 0331- 5540649 Section: 051-92623 dpn@paknavy.gov	304 v.pk	
		adpn31pre@pakna	vy.	
M/s				
		Dated :		
INVITATION TO TENDER AND GENERAL INSTRUCT	<u>IONS</u>			
Dear Sir / Madem,				
1. DP (Navy) invites you to tender for the supply of as per details given in attached Schedule to Tende	•	•		
2 <u>Caution:</u> This tender and subsequent the successful bidder is governed by the rules / or Rules-2004 and DPP I-35 (Revised 2019) covering	conditions as	s laid down in PPRA	Understood agreed	Understood not agreed
of contracts laid down by MoDP / DGDP. As a upon you and your firm to first acquaint yourself	potential bio	lder, it is incumbent		
ppra.org.pk) and DPP I-35 (Revised 2019) (prir DGDP Registration Cell on Phone No. 051-9270	nt copy ma	y be obtained from		
tender. If your firm / company possesses required capability, you must be registered or willing to reaward of contract, which shall be made after sec required registration documents mentioned in Para	isite technic egister with urity clearar	cal as well financial DGDP to qualify for nce and provision of		
3 <u>Conditions Governing Contracts.</u> The 'I/T (Invitation to Tender) i.a.w PPRA Rules 20		ade as result of this	Understood agreed	Understood not agreed
entered into between the parties i.e. the "F Directorate General Defence Purchase (DGD	urchaser a	and the "Seller on		
accordance with the law of contract Act, 1872 a Purchase Procedure and Instructions and DPP special conditions that may be added to given co Stores / Services specified herein.	I-35 (Revise	ed 2019) and other		

•	of Tender: ffers are to	the to be furnished		documents conder:-	overing te	chnical an	d	
indicate in IT. It "Comme freight/tr Total pri In case of	should be croial Offer ansportation ce of the interest of the interest to the	ted in figures e clearly man ", tender nu on, insurance tems quoted an one optior	as worked imber character again offer cepte	mmercial offer well as in words in in fact on a segon and date of conges etc are to be set the tender is the tender is the doption if more to the tender.	the current parate sead pening. To be indicated to be clear DP(N) rese	cy mentioned led enveloped axes, dutied separated by mentioned rves the right.	ed agreed es, ly. d.	Understoo not agreed
relevant essentia sealed e tender n an hour	specificat I literature/ envelope a umber and after the d	brochure, dra and clearly m I date of oper ate and time	LICA awing narked ning. for re	cable).  TE (or as species and compliance of technical offer sleept of tender mall specification in	ified in IT e metrics er" withou nall be ope entioned ir	n) along with a separate the prices, with the prices, with the properties of the pro	te th	Understoo not agreed
S. No		Firm's endorsemer (Comply/ Partially Comply/ Comply	nt Non	brochure	enclosed brochure/ attach ad	proof Literature dditional do rtaking as	from e, quote/ ocuments/	
` •	•			rtially Comply, NO		,		
conditior quoting. deviatior	All tender n due to no ed alongw	ase be read   conditions son-acceptance	should e of t	Tender by point and und d be responded ender conditions anditions. Tender	clearly. İn (s), the saı	operly before case of arme should be	ny pe	Understoo not agreed
of command enveloped. The tech enclosed of IT arcommerce	nercial offer elops clear e commeronical offer d in separ of the biddend IT oper cial offer) s	r and two cop rly marked "T cial offer will will not indic ate covers a er. Each cove ning date. Th	pies of echn includer the thick includer the thick including the thick in the thick	in two separate of the technical of ical proposal", "Code rates of items he rates. Both tyach envelope shall indicate type of the both the encode envelope (see address)	ffers as as Commerciand/services of offer all be profered for offer, number of the control of th	ked in the I lead in the I lea	T) in nd pe ed te nd	

of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understood not agreed (alongwith annexes), DP-3 and Questionnaires duly filled in are to be agreed submitted with the technical offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. f. The tender duly sealed will be addressed to the following:-Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre. Naval Residential Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk adpn31pre@paknavy. Date and Time For Receipt of Tender. Tender must reach this office Understood Understood by the date and time specified in the Schedule to Tender (Form DP-2) attached. agreed not agreed 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. Tender Opening. Tenders will be opened as mentioned in the Understood Understood agreed not agreed 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 and time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. Understood Understood agreed not agreed 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.

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

7.

with discount.

store acce	Part Bid Firm may quote for the whole or any portion, or to state in tender that the rate quoted, shall apply only if the entire quantity/range of es is taken from the firm. The Director Procurement reserves the right of epting the whole or any part of the tender or portion of the quantity offered, and shall supply these at the rate quoted.	Understood agreed	Understood not agreed
othe to re Secu	Quoting of Rates. Only one rate will be quoted for entire quantity, item a. In case quoted rates are deliberately kept hidden or lumped together to trick of competitors for winning contract as lowest bidder, DP(N) reserves the right eject such offers on-spot besides confiscating firms Earnest Money / Bid writy and take appropriate disciplinary action. Conversion rate of FE/LC ponents will be considered w.e.f. opening of commercial offer as per PPRA e-30(2).	Understood agreed	Understood not agreed
10.	Return of I/T. ITs are to be handled as per following guidelines:  a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender.  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.		Understood not agreed
offer case cont	c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.  Withdrawal of Offer.  Firms shall not withdraw their commercial she before signing of the contract and within validity period of their offers. In the firm withdraws its offer within validity period and before signing of the ract, Earnest Money of the firm shall be confiscated and disciplinary action also be initiated for embargo up to 01 year.		Understood not agreed
	Provision of Documents in case of In case any firm wins a contract, it deposit following documents before award of contract:  a. Proof of firms 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)	Understood agreed	Understood not agreed
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.  b. Firms, un-registered / un-indexed with GDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).	Understood agreed	Understood not agreed

containe liable to Technica	ed in a separate envelop (not inside T be rejected in case Earnest Mor	Please ensure Earnest Money is echnical or commercial offer). Offer is ney is packed inside commercial or empanied by a Call Deposit Receipt he following amounts:-		Understood not agreed
Se (CI obj off in v b . mo	ause 14 of DP-1 and clause 10 of ection on confiscation of Earnest More in case amount of Earnest Mone violation of IT condition.  Rates for Contract.	Earnest Money/Bid v in conformity of tender/IT conditions TDP-2) on the subject. We have no coney/Bid security and rejection of our y/Bid Security is improper/insufficient  The rate of earnest nt categories OF FIRMS would be as		
	<ul> <li>(i) Registered/Indexed/Pre-Qualify</li> <li>value subject to maximum ceiling (ii) Registered/Pre-Qualified but Use value subject to maximum ceiling</li> </ul>	of Rs. 0.500 Million.  Jn-indexed 3% of the quoted		
	(iii) <u>Unregistered/not Pre-Qualified</u> value subject to maximum ceiling	<u>M/Un-indexed</u> 5% of the quoted of Rs. 1.000 Million.		
(ii)	unsuccessful bidders will be returned Earnest money of the firm/firms with urned on submission of Bank Gua	(i) Earnest money to ed on finalization of the contract. h whom contract is concluded will be trantee and its acceptance by CMA		
contract	cuments for provisional registration: on Earnest Money (EM), it will de ation Section) before the award of co	posit following documents to DGDP	Understood agreed	Understood not agreed
S No	Local Supplier	Foreign Supplier		
a.	•	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.	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.r	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		
g	Photocopy of NTN	Photocopy of passport		
h	Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.		

1 6 . <u>Inspection Authority.</u> CINS, Joint Inspection will be carried out by INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP I-35 and PP and I (Revised 2019) or as per terms of the contract.	Understood agreed	Understood not agreed
1 7 . Condition of Stores. Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-15 enclosed with contract.	Understood agreed	Understood not agreed
18. <u>Documents Required.</u> Following documents are required to be submitted along with the quote:	Understood agreed	Understood not agreed
<ul> <li>a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.</li> <li>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.</li> <li>c. Original quotation/Principal/OEM proforma invoice.</li> <li>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.</li> <li>e. Submit breakup of cost of stores/services on the following lines:</li> </ul>		
<ul> <li>(i) Imported material with break down item wise along-with import duties.</li> <li>(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable: <ul> <li>(1) General Sales Tax</li> <li>(2) Income Tax</li> <li>(3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.</li> <li>(4) Any other</li> <li>(iii) Fixed Additional charges like labour, electricity etc.</li> <li>(iv) Agent commission/profit, if any.</li> <li>(v) Any other expenditure/cost/service/remuneration as asked for in the tender.</li> </ul> </li> </ul>		
<ul> <li>19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows: <ul> <li>a. 1st rejection on Govt. expense</li> <li>b. 2 nd rejection on supplier expense</li> <li>c. 3rd rejection contract cancellation will be initiated.</li> </ul> </li> </ul>	Understood agreed	Understood not agreed

2 0 . Rejection of Stores/Services. To ensure supply of stores the firm will furnish an unconditional Bank Gourrency in which contract is concluded) from a schedule Baramount upto 10 % of the contract value (excluding Taxes, docharges) on a Judicial Stamp Paper (All pages) of the value of prescribed format or in shape of CSD/Bank draft. The Bank endorsed in favour of CMA (DP) Rawalpindi who is the Account the contract. The CMA (DP) Rawalpindi has the like encashment of the Bank Guarantee as if the same has been purchaser himself. The Bank Guarantee shall be produced be 30 days from the date of issue of the contract and remain varieter completion of warranty period and remain in force till or delivery date given in the contract. If delivery period is extended arrange the extension of Bank Guarantee within 30 days after period to keep its validity always one year ahead of the extension of BG is enclosed at Annex B.	nk of Pakistan for an uties/freight handling of (Rs 100.00) as per Guarantee shall be unts Officer specified a power of seeking on demanded by the by the supplier within alid for upto 60 days he year ahead of the ed, the supplier shall of the original delivery anded delivery period.	Understood agreed	Understood not agreed
2 1 . <u>Integrity Pact.</u> There tolerance" against bribes, gifts, commission and inducement promises thereof by Supplier / Firm to any Government offic solicit any undue benefit, favour or otherwise. Following provis read and understood for strict compliance:	ial / staff whether to	Understood agreed	Understood not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irresp value. However, a written Integrity Pact shall be signed for contract Million between the procuring agency and the supplier / contractor 2004. The form is available at www.ppra.org.pk or can be requested dpnavy@paknavy.gov.pk  b. If a Supplier / Contractor is found involved in any unbusiness-liked same would be considered a serious breach of the Integrity Pact. It is severe disciplinary action against that person(s) and the firm / compositely include, but not limited to, PERMANENT BLACKLISTING of firm / DGDP and legal action against the individual (s) involved as per PC riminal Procedure.  c. It is strictly forbidden to socialize, call or meet any official / staff or during off hours. If any official / staff from Purchaser side asks for gratification directly or indirectly, the matter is to be immediately by notice of Director Procurement (Navy) on Tel: 051-9271468 or three	ets exceeding Rs 10 i.a.w Rule-7 of PPRA- ed at i.e / unethical activity, DP (Navy) shall take inpany, which may company through akistans Code of of DP (Navy) in private or any undue favour or rought to the personal		
2 2 . <u>Correspondence.</u> All correspondence addressed to the Purchaser i.e. DP (Navy). Correspondence payment or issue of delivery receipt may be addressed to Consignee respectively with copy endorsed to the DP (Navy).	CMA Rawalpindi and	Understood agreed	Understood not agreed
2 3 . Pre-Shipment Inspection. PN may officers including DP(N) member for the inspection of marked machinery items at OEM premises as per terms of confidence provided for and mentioned in the I.T, firm(s) must clarify the persons, duration and whether expenses on such visits work Purchaser or Contractor. In case contractor is responsible expenses, detailed breakdown of the same should be given commercial offer.	tract. If not already the place, number of uld be borne by the le for bearing such	Understood agreed	Understood not agreed

include 1	fresh clause (s) modify the existing clauses with the mutual agreement by blier and the purchaser; such modification shall form an integral part of the	Understood agreed	Understood not agreed
concerne	Discrepancy. The consignee will render a discrepancy report to all ed within 60 days after receipt of stores for discrepancies found in the ment. The quantities found short are to be made good by the supplier, free	Understood agreed	Understood not agreed
26.	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. 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.		Understood not agreed
27.	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.  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.		Understood not agreed

		rough friendly discussion	r attempt to settle all disputes ns in good faith. In the event sion to be making insufficient	agreed	Understood not agreed
progres	s towards settlement notice to the other par	of dispute (s) at any ti	me, then such party may be final and biding arbitration as below:		
	nominated by each appoint an umpire be of the Superior contraction proceeding b. The venue of the is issued or such of determine.  c. The arbitration award. In course of arbitration proceeding by the superior of the issued or such of determine.	party, who before enterly mutual agreement, and urt shall be requested gs shall be held in Pakis arbitration shall be the places as the Purard shall be firm and finartion the contract shall ch is under arbitration under this clause shall	on to two arbitrators one to be ring upon the reference shall d if they do not agree a judge to appoint the umpire. The stan and under Pakistani Law. place from which the contract chaser at his discretion may al. be continuously be executed all be conducted in English		
	Court of Jurisdiction. ion at Rawalpindi, Pak		ispute only court of ion to decide the matter	Understood agreed	Understood not agreed
liable to		uppliers by the purchase	ages upto 2% per month are er in accordance with DP35, if ate without any valid reasons.	Understood agreed	Understood not agreed
		eed 10% of the contract	•		
to comp		In the event of footigations the contractions in accordance with I	failure on the part of supplier twill be cancelled at the Risk	Understood agreed	Understood not agreed
and Exp	rense (IVL) of the supp	ner in accordance with L	51 1 1-35.		
the cor		ntract is cancelled either	the contractor fails to supply er on RE or without RE or / seller or stores / equipment	Understood agreed	Understood not agreed
declared pay to the default place sompete the pure	d defective and cause he Government comported or from the rescission uch compensation will ent authority. Comper	d loss to the Government ensation for loss or income of his contract when sure the in excess to the Resation amount in terms be deposited by contract.	nt, contractor shall be liable to evenience resulting for his such default or rescission take E amount, if imposed by the of money will be decided by actor / seller in Government		

represe except governr breach nomina the Mar	Gratuities/Commission/Gifts. No commission, restion in any form shall be paid to any local or foreign tative, sales promoter or any intermediary by the Methe agent commission payable as per the agent comment and as amended from time to time and given it of such clause(s) of the contract by Manufacturer/Supported representative may result in cancellation of the confuncturer/Supplier financial penalties and all or any other the purchaser may consider appropriate.	lanufacturer/Supplier mission policy of the in the contract. Any plier and/or their sole entract blacklisting of	Understood agreed	Understood not agreed
34.	Termination of Contract.  a. If at any time during the currency of the contract the to terminate the contract for any reason whatsoe reasons of Non-Delivery) he shall have right to d Supplier a registered notice to that effect. In that ever accept delivery at the contract price and stores/goods/services which are in the actual process is completed and ready for delivery within thirty days Supplier of such notice.  b. In the case of remainder of the undelivered stores Purchaser may elect either:	e Purchaser decides over (other than for o so by giving the nt the Purchaser will terms of such of manufacture that after receipt by the	Understood agreed	Understood not agreed
	<ul> <li>(i) To have any part thereof completed and take at the contract price or.</li> <li>(ii) To cancel the remaining quantity and pay to articles or sub-components or raw materials Supplier and are in the actual process of manufabe determined by the Purchaser. In such a caprocess of manufacture shall be delivered by Purchaser.</li> </ul>	the Supplier for the purchased by the acture at the price to ase materials in the		
	c. Should the Supplier fail to deliver goods/services in terms of contract or fail to render Bank Guarantee time period or any breach of the contract the Purchas to terminate/cancel the contract fully or any part the	within the stipulated ser reserves the right		
lowest.	Rights Reserved.  Directorate of Poindi reserves full rights to accept or reject any or all Grounds for such rejections may be communicated request, but justification for grounds is not required as	to the bidder upon	Understood agreed	Understood not agreed
the sco	Application of Official Secrets Act, 1923.  All otted with this enquiry and subsequent actions arising the ope of the Official Secrets Act, 1923. You are, therefore, ete secrecy regarding documents and stores concerned the number of your employees having access to this info	ere from come within requested to ensure with the enquiry and	Understood agreed	Understood not agreed

acknow PPRA	Acknowledgment. ledgement slips within 07 da Website PPRA.ORG.PK	ys from the i.e.	Firms date of downloading	will g of IT f		Understood agreed	Understood not agreed
38.	Disqualification.	Offers are I	iable to be rejected	if:-		Understood agreed	Understood not agreed
	a. Received later than apporb. Offers are found conditions. There is any deviation from contained in this tender. d. Forms DP-1, DP-2 (alo NOT received with the tede. Taxes and duties, freignindicated separately as per 17. f. Treasury challan is NOT and g. Multiple rates are quoted h. Manufacturers relevant equipment assemblies are in Subject to restriction of expression of the separately as per 17. f. Treasury challan is NOT and g. Multiple rates are quoted h. Manufacturers relevant equipment assemblies are in subject to restriction of expression of the separately and vice versa. If the validity of the agency of the separately is not proposed in the separately and vice versa. If validity of offer is not confirmation later. If offer made through Fax/r. If offer is found to be be sources/ participants of the sources/ participants of the sources/ participal Invoice.  In OEM and principal Invoice.	nal or income om the Gen om the Gen om the Gen on the Gen of the against one attacked with against one attacked on the against FOB/Coolicate clearly of the agent ovided. It is a quoted as a tender. The and composite and compos	plete in any respect eral /Special/Techn exes), and DP-3 contion and insurance rice breakdown ment the technical offer item.  and technical definition and insurance item.  and technical offer item.  and technical defining non-initialed/  at is expired.  IF/CandF tender is y indicating whether commission is not the technical offer (or required in IT or response).  Telex.  tel action in conniverable address is not in the respective address in the respective address is not in the respective address in the respective address is not in the respective address in the respective address is not in the respective address in	ical Installuly signalluly signalluly signalluly signalluly second etails or for specificalluly and the summer of the second etails or for specificalluly and the summer s	ned, are es NOT at Para n major cications enticated in local s quoted ed. cified). ubject to		
decision of the comprise	peals by Supplier/Firm. In of DP (N) or CINS or any of contract may prefer an Apping PN Officers and militiad. The detail and timeline for	ther problem eal to Standary ary finance	ding Appeal Comn rep at Naval h	ne exect nittee (S eadquat	ution SAC)	Understood agreed	Understood not agreed
S.No	Cetegary of Appeal		Limitation Period				
а	Appeals for liquidated dam	nages	Within 30 days dec	cision			
b	Appeals for reinstatement		Within 30 days dea				
С	Appeals for risk and exper	nse amount	Within 30 days dec	cision			
d	Appeals for rejection of sto	ores	Within 30 days dec	cision			

Within 30 days decision

Appeals in all other Cases

е

40. <u>Limitation</u> timelines given in para 39 above s	Any appeal received shall not be entertained.	after the lapse of	Understood agreed	Understood not agreed
41. For Firms not Registered with DGDP. Firms not registered with DGDP prior signing of Contract.	DGDP undertake to apply Details can be found on I	for registration with DGDP website ww.	Understood agreed	Understood not agreed
dgdp.gov.pk.These firms can par	ticipate in tender iaw para	s 12 and 14 above		
<ol> <li>Firms which are not regis registration in accordance with Pa (FS) Team will be made for sed</li> </ol>	ra 41. Besides, ground che	ck by Field Security	Understood agreed	Understood not agreed
tender after technical opening. Fi for ground check by FS Team:	rms undertake to provide fo	ollowing documents		
a. NTN				
b. Income Tax Return				
c. Sales Tax Return				
d. Sales Tax Certificate				
e. Chamber of Commerce	•			
f. Professional Tax Certific	ate (Excise and Taxation)			

g. Office/Home/Ware House Property documents

p. 2 X Witness + CNIC and Mobile Numbers

k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO

h. Utility Bills (Phone/Electricity) j. Firm Vehicle/Personal Vehicle

I. DGDP Registration letter m. Firm Bank Statement n. Non Black List Certificate

q. Police Verificationr. Agency Agreements. OEM Certificatet. ISO Certificate

u. Stock List with value

w. Employees List x. Firm Categories

z. Partnership Deed aa. Pvt Limited

v. Company Profile/Broachers

y. Sole Proprietor Certificate

ab. Memorandum of Articles ac. Form 29 and Form A ad. Incorporation Certificate

43. We solemnly undertake that all IT cla Agreed" shall not be changed / withdraw provisions accepted shall form the ba	wn after tender opening. The IT	Understood Understood agreed not agreed
negotiations.		
44. The above terms and conditions are		
45. Format of DPL-15 (warranty form) and Pl	BG are enclosed as Annex A and B.	
	Sincerely yours,	
	(To be Signed by Officer Conce	erned)
	Rank:	
I	NAME:	

#### DPL-15 (WARRANTY)

FIRM'S NAME M/s	
We hereby guarantee that the articles supplied under the terms of this contract are roduced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used thether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of accordance workmanship throughout and that we shall replace FOR/DDP Karachi free of cost avery 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.  In case of our failure to replace the defective stores free of cost within a reasonable teriod, we shall refund the relevant cost FOR/DPP Karachi (As the ase may be in currency in with received).  This warranty shall remain valid for 01 Year after the acceptance of stores by the end	
produced new in accordance with approved and in all respect in accordance with the ten whether or not of our manufacture are in accappropriate standard specifications, as also in good workmanship throughout and that we severy article or part thereof use or in use sha and tolerance of specifications requirement	drawings/specification ms of the contract, and the materials used cordance with the latest n accordance with the terms of complete of hall replace FOR/DDP Karachi free of cost all be found defective or not within the limits
<ol><li>In case of our failure to replace the defect period, we shall refund the relevant cost FOI case may be in currency in with received).</li></ol>	R/DPP Karachi (As the
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	DATE
contractor	DI AGE

# 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	
i) Name of Firm/Contractor	
(vii) Date of expire of Guarantee	
(VII) Date of expire of education	
Sir	
with Messers	<del></del>
(Full Name	and Address)
the submission of unconditional Bank G sum of Rs R	uarantee by our customer to your good self for a upees/FE (as applicable)
under: - a. To pay to you unconditionally on dema and amount not exceeding the sum or Rs FE (as applicable)	the contract, we hereby agree and undertake as and and/or without any reference to our Customer sRupees or as would be mentioned in
your written Demand Notice.	
original/extended delivery period or the duration on receipt of information from o or from your office. Claim, if any must b	ntee shall be kept one clear year ahead of the warrantee of the stores which so ever is later in ur Customer i.e. M/se duly received by us on or before this day. Our
date of the validity of this Bank Gua entertained by whether you suffer a I	cease on the closing of banking hours on the last rantee. Claim received thereafter shall not be oss or not. On receipt of payment under this rantee must be clearly cancelled, discharged and

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.  e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs (Rupees).
f. That the Bank Guarantee herein before given shall not be affected by any change in the
constitution of the Bank or Customer/Seller or Vendor.
g. That this an unconditional Bank Guarantee, which shall be enchased on sight on
presentation without any reference to our
Customer/Seller or Vendor.
Guarantor
Dated: (Bank Seal and Signatures)

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

Mr_ Partner/MD of M/s	Authorized signatory/
Partner/MD of M/s	_, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and Directora	te General Defence Purchase, Ministry of Defence has applied for registration
with Director General Defence Purchase (D	GDP) duly completed all the documents required by
	before signing the contract. I certify that the above
	detected on any stage that our firm has not applied see Purchase or statement given above is incorrect
	n initiated (i,e debarring, the firm do business with
	gencies). I also accept that any disciplinary action
taken will not be challenged in any Court	
	Signature:
Station: Date:	Name:
	Appointment in Firm:

ATTESTED BY OATH COMMISSIONER WITH STAMP

#### INVITATION TO TENDER FORM

- 1 Schedule to Tender No. 2190036/B-2112/310418 Dated 03-12-21 This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:00 Hours on 08-02-2022 Please drop tender in the Tender Box No. 201
- 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 and stamped. Same are available at www.ppra.org.pk

CNO	DETAIL OF STORES	OTV	LINIT DDICE	TOTAL DDICE
S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	Procurement of 01 x NDT Equipment  Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	1.0 NUMBE RS		
Abo	ve mentioned price includes 17% sale Tax (Please tick Yes or No)		Yes	No
	Grand Total			

#### Terms and Conditions

1. <u>Terms of Payment</u> As per Annex B

2. <u>Origin of OEM</u> to be indicated by firm

3. <u>Origin of Stores</u> to be indicated by firm

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

5. <u>Delivery Period</u> Delivered within 06 months of FOB

6. <u>Currency</u> US Dollar

7. <u>Basis for acceptance</u> FOB DDP/CIP

8. <u>Bid validity</u> The validity period of quotations must be indicated and should

invariably be 120 days from the date of opening of 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. <u>Tendering procedure</u> Single Stage - Two bidding procedure will be followed . PPRA

Envelopes

#### 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:-

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

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

- (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
- (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
- (iii) Unregistered/not Pre-Qualified/Un-indexed Firms. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

#### **b.Return of Earnest Money**

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

#### 13. Special Note.

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

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financia capability to undertake the project.
- b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on ctiveTaxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A and B duly signed and stamped by firm authorized rep is to provide for technical scrutiny.
- j. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

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

ANNEX-
<u>A</u>
<u>Indent No</u> 2190036
Dated: 03 Dec

#### SPECIFICATION OF LANDING GEAR REPAIR/ OVERHAUL FACILITY

S No	Description		Reference to attached firm's proposal
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 format:	Complied	Refer Para 3 of firm/ OEM technical proposals
	Introduction:		
	NDT equipment is capability enhancement of NDT Workshop, AED MEHRAN; to meet the requirements of non-destructive testing of aircraft structures and baroscopic inspection of aircraft engines for ensuring airworthiness of PN aircraft.		
1.	REQUISITE FUNCTIONALITIES Requisite functionalities of required NDT equipment are appended below:		
	a. Multi Directional Magnetic Bench for Magnetic Particle Inspection (MPI) of ferrous materials.		

metalli c.	Digital Ultrasonic Flaw Detector for thickness on of defects such as cracks, delamination & ic and composite material used in aircraft.  Portable Video Scope/ Borescope Video Probe star length) for RSI of aircraft engines	flaw detection in	l l
	eter length) for BSI of aircraft engines.  al Parameters		
	Directional Magnetic Bench		
S No	Description/ Features	Qty/ Details	
(1)	Magnetizing Current Capacity	01 AC 5,000 A HWDC 6,000 A Phase-1 6,000 A FWDC	
(2)	Maximum Part Length	41. in/ 104 cm (89in/ 226 cm) (133 in / 337 cm)	
(3)	Maximum Unsupported Part Weight Capacity (Only using Head and tailstock mounted V-Blocks)	300 lbs / 136 kg	
(4)	Maximum Supported Part Weight Capacity	700 lbs / 317 kg (1,500 lbs / 680 kg)	
(5)	Maximum Part Diameter	16 in / 40 cm (20 in / 50 cm)	

(6)	Available Voltages	230, 380, 415, 460, 575 V
7)	Available Frequencies	50 Hz or 60 Hz
8)	Demagnetizers	01
9)	Inspection Enclosure Hood with Ventilation	01
10)	EV6000 LED UV Lamp	02
11)	Quantitative Quality Indicators (QQI) Shims	01 Set
(12)	Magnetic Flux Indicators	01 Set
(13)	Variable Depth QQI	01 Set
14)	Tool Steel Ring	01 Set
(15)	Magnetic Particle Test Bar	01
16)	EV 6500 High Intensity Dual Light LED UV Lamp	02
17)	UA-A Meter and Visible Light Meter	01 Each
18)	Field Indicators	02 Each
19)	Gauss meters	02 Each
(20)	Centrifuge Tubes with stand	05
21)	Fluorescent Penetrant Carrier II	10 x 5 Gal
22)	Neoprene Gloves	30
23)	UV Filtering Safety Goggles	30

				<b>i</b> i	1
(24)	Face	Shields	20		
(25)	Plast	ic Apron	30		
(26)	Safet	ty Glasses	30		
. <u>Ultra</u> s	sonic ]	Flaw Detector.			
S No	Desc	ription/ Features	Qty		
(1)	l l	able Ultrasonic Flaw Detector AC or ery Operation	01		
(2)		ger/ AC Adapter (100 VAC, 115 VAC, VAC, 50 Hz or 60 Hz)	01		
(3)	Rechargeable Lithium Ion battery		01		
(4)	Tran	sport case	01		
(5)	USB cable		01		
(6)	Quick Reference Card		01		
(7)	Com	prehensive Operation Manual (CD)	02		
Porta length		ideo Scope/ Borescope Video Probe (4)	mm dia x 3.5 m		
S	No	Description/ Features	Qty		
Video	Video Scope Kit				
(1)		ILEX GX/ GT scope unknit. Comes with insertion tube wrap belt, cleaning kit, optical adopter case. Requires IPLEX	01		

	GX/GT base to operate.	
(2)	IPLEX GX/GT Base unit with AC adaptor, HDMI Cable, universal cable, instructional manual, o1 x battery.	01
(3)	UPGKIT GT to GX with case	01
(4)	Lithium Ion battery fir IPLEX GX/ GT	01
(5)	BATTERY Charge for IPLEX/ GT (EU)	01
	Selectable Measuring Lens/ Adopter	s
(1)	Far focus, FOV80 <sup>0</sup> , DOV Forward	01
(2)	Near focus, FOV120 <sup>0</sup> , DOV Forward	01
(3)	Far focus, FOV120 <sup>0</sup> , DOV Forward	01
(4)	Near focus, FOV100 <sup>0</sup> , DOV side	01
3D Stereo	Measurement Kit	
(1)	UPGKIT GT to GX with case	01
(2)	FOV50 <sup>0</sup> /50 <sup>0</sup> , DOV Forward/ Forward	01
(3)	FOV50 <sup>0</sup> /50 <sup>0</sup> ,DOV Side/ Side	01
REQUIRE	D STANDARDS	
428, E-115	BSI Equipment must comply ASTM E-1444, 58, Military Standard 810G (Borescope) and bility in line with OEM standards.	

4.	Acceptance Make	
	M/s Magnaflux, Olympus USA, Europe, China or equivalent.	
5.	CONFORMANCE/ CALIBRATION CERTIFICATE:	
	Calibration certificate and periodicity of calibration for indicators/ gauges/components installed on equipment is to be provided prior acceptance of test. Moreover serviceability certificate of all indicators/ gauges/ components installed on the subject equipment.	

## **General Requirements/Conditions**

ANNEX 'B' TO

Indent No. 2190036

Indent Date. 2021-12-03 00:00:

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
1	PERFORMANCE BANK GUARANTEE (PBG)		
	"To ensure timely and correct supply of stores, the firm will furnish an irrevocable and un-conditional Performance BG within 14 days of signing of contract from a scheduled Pakistani bank in favor of CMA (DP) for an amount equal to 10% of the total value of the contract (on a judicial stamp paper) of appropriate value as per prescribed format specified by DP(N). It shall remain valid till 60 days beyond the completion of warranty period of the contract stipulated in the contract.		
2	a.04 x Week Operator & Maintainer course/ training for 04 x personnel be conducted by the OEM at end user. Post training personnel should be able to operate, maintain service .and troubleshoot defects in the unit. The training should also enable PN trainees to carry out fault diagnostic, rectification, trials and commissioning of equipment, routine maintenance and repairs of the unit. b.Training syllabus/ literature on computer based CDs/DVDs shall be provided by the supplier.		
3	following documents are required for landing Gear facility.  a.Operator manuals covering comprehensive operating instructions alongwith CDs.  b.Maintenance manual and procedures alongwith flow charts and diagrams with circuit diagram with all maintenance routines of the equipment.  c.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.		

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Brochure
	d.Complete onsite, onboard & depot level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams. e.Line diagrams, engineering diagrams and technical diagrams of entire project. f.Illustrated parts catalogues (IPCs).		
4	BUY BACK		
	The SELLER may on its sole discretion buyback the spare parts from the BUYER at a price to be agreed upon provided all the following items are met:		
	a.Spare parts have been recommended or purchased from the SELLER pursuant to this contract.		
	b.The BUYER may request the SELLER to buy back unused spare parts, with in two (2) years after the delivery.		
	c.The spare parts are new, have been stored and preserved in their original sealed packing or container and have been maintained in accordance with the storage conditions defined by SELLER and are returned with their Airworthiness documents.		
	d.The remaining shelf life of the spare parts concerned has to be at least 50% (fifty percent) of the shelf life of an original new spare part. f,The SELLER can inspect the spare parts at its own expenses. g,The total amount of spare parts bought back by the SELLER as provided herein shall be edited as a credit note to the BUYER for further purchase		
	orders.		
5	DISCREPANCY		
	: The consignee will render a discrepancy rep0rt to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, without any additional cost. "DDP at Consignee's warehouse".		

S.No	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
6	If the Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of		
_	Pakistan treasury in the currency of contract.		
7	a. The supplier shall not be held responsible for any delay occurring in supply of equipment due ton event of Force Majeure such as acts of God, war, riots, civil commotion strike, lockouts and disturbance directly affecting the supplier and events or circumstances on which the supplier has no control. In such an event the Supplier shall inform the purchaser within 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 export of the contracted store from the country of its origin shall not constitute force majeure.		
	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		
	d,Where the delay was due to genuine force majeure event, it shall extend the delivery for a		

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
	period 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 supplier to claim any extra cost from the purchaser.		
	f,In case force majeure continuous for indefinite period purchaser will have the right to cancel the contract.		
8	TERMINATION OF CONTRACT		
	a,If at any time during the currency of the contract Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.		
	b,In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either to have any part thereof completed and take the delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such a case materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser.		
	c,No payment shall however be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received.		
	d,Should the Supplier fail to deliver goods/services in time as per terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the		

<u>S.N</u>	lo and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Brochure
	Supplier.		
9	INDEMNITY		
	: The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.		
10	Contract is to be distributed to following departments: DNA&UAV(NHQ), DNAM(NHQ), DCM(NHQ), DBUDGET(NHQ), CO RAZA (KARACHI), CINS (KARACHI), CO EH Q (N) AT NSSD (KARACHI), CMA (DP) RAWALPINDI, DP (Navy)		
11	CHECKING OF STORES/SPARES/GSE AT CONSIGNEE'S END a.Certificate of Conformity (COC) of the manufacturer is required, while all stores will be checked at consignee's end, in the presence of supplier's representative.  b.In case seller fails to perform Joint Inspection, the seller will clearly give an undertaking that the decision of the consignee with regard to quantities and description of a consignment will be taken as final and any discrepancy found will be accordingly made up by the supplier.  c.In such an event, the supplier will clearly undertake that the decision of consignee with regard		

<u>S.N</u>	lo and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
	to quantities and description found will be accordingly made up by the Supplier.		
	d.In other cases the consignee shall inform the Supplier immediately on receipt of stores through registered mail or fax. If no response from the Supplier is received within fifteen (15) days from receipt of letter the consignee will have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores will be binding on the Supplier in such cases.		
	e.Stores are to be accepted on manufacturer/ supplier warranty/ guarantee against DPL-15.		
12	END USER CERTIFICATE		
	: End User Certificate for OEM/Supplier to export the system to Pakistan shall be provided by Purchaser within 30 days after signature of contract by both the parties (if required by Supplier).		
13	COMMISSIONING /TRIALS		
	a.Commissioning and STW of the system /equipment is to be arranged within 30 days of supply of equipment by the suppler through OEM or their authorized rep(s) at purchaser site. b.Set to work /commissioning trial to be carried out by contractor on site. Any defect /damage of the equipment during commission trials to be replaced by the supplier without additional cost.		
14	PRICE VARIATION		
	: Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture. All optional equipment/ accessories are to be fully defined separately along with price of each.		
15	PAYMENT TERMS/ PAYMENT MILESTONES		
	: As per DPP & I-35 (Revised 2019) or as decided by DP (N).		
	a.60% payment on Completion of FATs (if any) shipment of technical/ Ops documents and stores alongwith complete shipment documents i.e invoice,		

S.No	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
	bill of Lading etc.		
	b.20% payment on Successful completion of training, installation, integration/ interfacing/ STW/ Commissioning, of platform/ equipment/ machinery at purchaser site complying all specification/ acceptance criteria and issuance of final acceptance certificate by end user.  20% payment on issuance of CRV.		
	c.The suppliers provide the equipment as per Annex A (Technical Specification) to this contract on DDP/CIP Karachi basis (INCOTERMS 2010).		
16	SECRECY		
	: The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier.		
17	INSPECTION OF STORES		
	: Joint Inspection Team comprising of following will inspect the contracted stores along with brochures at end user sight.  a. Rep of INS (Inspection Authority).		
	<ul><li>b. Rep of RAZA (Consignee).</li><li>c. Rep of AED (End User).</li><li>d. Rep of Firm's.</li></ul>		
18	LIQUIDATED DAMAGES		
	: Liquidated Damages upto 2% (but not less then 1%) per month or a part of month are liable to be imposed on the suppliers by the purchaser in accordance with DPP&I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery without any valid reasons. Total value of LD shall not exceed 10% of the contract value exceeding taxes/ duties, KPT, fright charges of the stores delivered late.		

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
19	SUBLETTING		
	: The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.		
20	ARBITRATION		
	a.Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:		
	b. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held under International Chamber of Commerce (Rules).		
	c.The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine.		
	d. The arbitration award shall be firm and final and binding on both the parties to the contract.		
	e.In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration. f,All proceedings under this clause shall be conducted in English language and in writing.		
21	CERTIFICATE OF CONFORMANCE BY OEM		
	a.Firm/ Supplier shall provide correct and valid e- mail and fax No to CINS and DP(N). Supplier/ contracting firm shall either provide OEM		

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
	Conformance certificate to CINS or is to be e-mailed to CINS at addrees 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 Certificates Shall be black listed.		
	b.OEM's CoC must have provided following information:		
	<ol> <li>Part/Pattern No of Equipment.</li> <li>Date/ perid of manufacturing.</li> <li>S. No/ Batch No. Lot No should be embossed engraved on the equipment.</li> <li>OEM test certificate/ FATs /Certification / approval as applicable.</li> </ol>		
22	Not Applicable:		
23	DISPATCH OF SPARES:  Store are to be dispatched at the following address:  Commanding Officer PNS RAZA  Stadium Road Karachi  C/O CO EHQ (N) & PDD , Karachi		

<u>S.N</u>	lo and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
24	TECHNICAL SCRUTINY OF PROPOSAL (TSR		
	TSR of the case will be carried out by a committee nominated by NHQ.		
25	VALIDITY		
	Validity of this offer should be 90 days from. issuance date which shall be extendable to another 90 days on the request of DP (N).		
26	ADDITIONAL PURCHASE		
	: Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the equipment at the cost by calculating inflation rate/appreciation or depreciation rate announced by Government of Supplier's country. The supplier may however sell stores at a cost lower than the contracted rate.		
27	GENERAL		
	a.Genuine OEM certified brand new stores will only be acceptable. Stores not procured directly from OEM or his authorized dealer/ agent/ stockiest will not be acceptable. b.Supplier in his "offer/ quotation" shall clearly state whether stores will be supplied directly from relevant OEM or OEM authorized/ agent/ stockiest. c.In case the stores are being sourced through OEM authorized dealer/ agent/ stockiest, a documentary proof to this effect comprising OEM dealership certificate in respect of dealer/ agent/ stockiest is to be provided by the supplier, with following endorsements: (1) Certificate Reference No with date. (2) Name of the authorized dealer/ agent/ stockiest. (3) Last date/ duration/ period/ validity of dealership. (4) Supplier in this "offer/ quotation" is to provide OEM contact (address, email address, phone, fax and website, etc). d.Supplier in his "Offer/ Quotation" is to specifically mention the country of origin for the stores, which will be subsequently endorsed in the contract. e.Supplier is to separately provide the price of each		

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
28	deliverable i.e. main system, accessories, documentation, commissioning, etc. The same may thereafter be incorporated in the contract. f.Supplier in his "offer/ quotation" is to provide latest updates and current information about technical specification data. If Pattern Number, Part Number or quality standards of a particular item has been superseded by a new one after conclusion of the contract, the supplier will be required to produce a documentary proof to this effect originating from the relevant OEM. If replaced part affects fitting and functioning of other associated parts as well, then details of those parts are also to be provided.  OBSOLESCENCE CLAUSE:  Following obsolescence clauses will also be included in the contract as part of continuous logistic support:		
	a.In case of equipment becoming obsolete/ obsolescent and the inability of the seller/ OEM to provide spares support of equipment and repair of components/ sub-systems, the seller undertakes to provide technical drawings and details of manufacturing processes to the buyer, free of charge, to enable the latter to become self sufficient, should the buyer choose to do so.  b.In case of equipment becoming obsolete the suppler will replace the equipment with modified/ substitute and may charge from the buyer the difference of price of substitute/ modified equipment		
	and the previously supplied equipment (on case to case basis).		
29	PRESENCE OF SUPPLIER'S REP – OCCASIONS  : Supplier's rep is to present at following occasions:  a.Inspection of the stores if possible.  b.Commissioning of equipment at PNS MEHRAN.  c.Test/ Trials and final acceptance.		
30	CUSTOMER BASE		
	The Supplier is to provide the list of main customers to whom such range of equipment was sold / supplied during last ten years.		

S.No and Description		Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
31	METHOD OF TENDRING :  Single stage - Two Envelope' bidding procedures will be adopted on open tender basis for Best Evaluation Bid Criteria		
32	SUPPLY OF EQUIPMENT  The NDT Equipment shall be of recent manufacture and preferably may not be older than one year at the time of delivery.		
33	REQUIREMENT UPON/ AFTER TENDER  OPENING a,Technical documents and information/ certificates of each equipment are to be provided at the time of tender opening for deliberations/ evaluation.  b.OEM/ authorized dealer/ agent certificate alongwith OEM dealership evidence as applicable, will be required as part of technical offer documentation.		
34	a.The brand-new and OEM certified equipment/ stores are to be delivered within 06 months on FOB/ DDP Karachi basis after Contract Effective Date, along with documentation. Spares, components are to be provided within a reasonable time of the equipment delivery but not exceeding 30 days from equipment delivery date. Successful test/ trials, commissioning and final acceptance of equipment are to be completed within 4 months after the delivery. b.Stores/ Spares/ Support Equipment are to be delivered on DDP Karachi basis. c.Practical demonstration of the equipment should be arranged by the supplier at his own expenses in our environment prior conduct of TSR. During demonstrations all technical and operational capabilities should be checked by the PN.  d.Responsibility for failure to deliver and/ or late delivery of the equipment, quality of platforms (including workmanship standards and aesthetics of interior), their equipment, system, machinery and / or workmanship in accordance with standards as		

<u>S.N</u>	lo and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
	agreed within this contract rests fully with the supplier.		
	e,The Equipment/Stores are to be delivered ASAP after signing the contract. Documentation, spares, components and other deliverables are to be provided prior final acceptance and commissioning of the unit.		
35	AMENDMENT IN THE CONTRACT		
	Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties.		
36	RISK & PURCHASE:		
	a.In the event of failure on the part of supplier to comply with the contractual obligation, the contract is liable to be cancelled at the risk and expense of the supplier in accordance with DPP&I-35 (Revised 2019).  b.The purchaser shall be entitled to receive back all advance payments made by him and will 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) will be paid by supplier as a compensation i.e Risk Purchase amount.		
37	PACKING/ MARKING INSTRUCTIONS  Packing/ marking may be achieved as under: a. The packing should be worthy of transportation by road/ air to ensure the safe arrival of the equipment at the agreed destination, and also be suitable for storage. The packing shall contain two packing notes in English language, one packed inside and other secured to the outside, detailing the contents of the packing.		
	b.Any loss or damage occurring due to wrong packing or marking will be borne by the Seller		
38	PROVISION OF ITEMIZED COST:		
	The supplier should mention the price of all deliverables (i.e Equipments/services, spares, Documentation, Test Bench/Tools, Test Equipment, Installation/Integration, Test/ Trials Commissioning		

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
39	(Harbor Acceptance Trials, etc where applicable) Separately in financial quote. The same are to be subsequently incorporated in the contract document." The supplier is to provide itemized cost of subject indent as per following format: a. NDT Equipment b. Accessories/ Spares c. Documentation. d. Training  EXPORT LICENSE/ PERMITS		
	a. Obtaining of any export license/ permits etc from the country of origin for export of equipment/stores should be the sole responsibility of the Supplier. b. The firm is to produce Export License for equipment and each equipment from respective country within three months of signing the contract.  c. Failure to obtain the same shall not constitute any grounds for Force Majeure or impede the contract performance.		
40	a,Supplier is to guarantee that product is as per specs of the contract.  b.Complete equipment including accessories/ software is to be warranted by the supplier for a period of 01 year for all defects from the date of final acceptance by PN.  c.The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are not procured directly from OEM or his authorized dealer/ agent/ stockiest will not be acceptable.  d,The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.  e.Post delivery, the supplier will replace DDP at consignee's warehouse without any additional cost		

S.No and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
within 30 days every article or part thereof which before use or in use shall be found defective/ damaged or not within the limits and tolerances of specifications or in any way not in accordance with the terms of the contract at the time of Joint Inspection.		
f.In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN.		

2. 0		
Tender No .ba	112310418	Name of the Firm
То:		
	Directorate of Procurement (Inthrough Bahria Gate Near SN Center, CDA Market at Naval Residential Complex Sector E-8, Islamabad Tele: 051-9262310 Email: dpn@paknavy.gov.pk	NIDŠ X
the tender inquagainst the sai or altered in te bound by a co the Instruction included in the Purchase) "Ge and/ or pattern my/our offer is	uiry or such portion thereof as d schedule and further agree the rms of rates quoted and the communication of acceptance to s to Tenders and General Coepamphlet entitled, Governmental Conditions Governing Cons quoted in the schedule here	e Director of Procurement (Navy) the stores detailed in schedule to you may specify in the acceptance of tender at the prices offered hat this offer will remain valid up to 90 day and will not be withdrawn onditions already stated therein or on before this date. I/we shall be be dispatched within the prescribed time. 2. I/We have understood onditions Governing Contract in Form No. DDP&I (Revised- 2019) ent of Pakistan, Ministry of Defence (Directorate General Defence ontracts" and have thoroughly examined the specifications/drawings eto and am/are fully aware of the nature of the stores required and cordance with the requirements. 3. The following pages have been
b		
		YOURS FAITHFULLY,
		(SIGNATURE OF TENDERER)
		CAPACITY IN WHICH SIGNING) ADDRESS: DATESIGNATURE 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".
- In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal's proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

#### NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

#### **IMPORTANT**

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

	Name :
2.	Father's Name :
3.	Address (Residential) :
ŀ.	Designation in Firm :
-	CNIC :
	(Attach Copy of CNIC) NTN:
	(Attach Copy of NTN) Firm's Address :
	Date of Establishment of Firm :
	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies (Attach Copy of relevant CERTIFICATE)
	In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).
Kind	lly fill in the above form and forward it under your own letter head with contact details)