

COVERING SHEET

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

Yours truly,

Signature of Tenderer

Complete Name

Seal/Stamp of Firm

Capacity in which Signing

Date

Contact Numbers Assistant Directors Procurement DP(Navy)

ADP-31 FOR 051-9262304
ADP-31 FOB 051-9262308
ADP-32 051-9262302
ADP-34 051-9262309
ADP-36 051-9262307
ADP-37 051-9262300

DIRECTORATE PROCUREMENT (NAVY)

Tender No.....
 Directorate of Procurement (Navy)
 Near SNID Centre, CDA Market
 At Naval Residential Complex
 Sector E-8, ISLAMBAD
 Tele: 051-9262317, 9262311
 Fax : 051-2100104
 E-Mail: adpn36@paknavy.gov.pk

M/s _____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

3. **Conditions Governing Contracts.** The ‘Contract’ made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the ‘Purchaser’ and the ‘Seller’ on Directorate General Defence Purchase (DGDP) contract Form “DP-19” in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

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

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

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

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

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not agreed

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

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

Understood
agreed

Understood
not agreed

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

Directorate of Procurement (Navy)
Near SNID Centre, CDA Market
At Naval Residential Complex
Sector E-8, ISLAMBAD
Tele: 051-9262317, 9262311
Fax : 051-2100104
E-Mail: adpn36@paknavy.gov.pk

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

7. **Validity of Offer.**

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

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agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

at the ongoing contract rates with discount.

- | | | |
|---|---|---|
| <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> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <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> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <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> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <p>b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.</p> | <p>Understood
agreed</p> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <p>c. It is a standard practice to invite all firm(s) including those un-registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.</p> | <p>Understood
agreed</p> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <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> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <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> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <p>a. Proof of firm's financial capability.</p> | | |
| <p>b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.</p> | | |
| <p>c. Principal/Agency Agreement.</p> | | |
| <p>d. Registration with DGDP (Provisional Registration is mandatory)</p> | | |

13. **Treasury Challan.**

Attached

Not
Attached

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

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

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

Attached

Not
Attached

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

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

c. **Improper/ Insufficient Earnest Money** Earnest Money/ Bid security furnished with tender is strictly in conformity of tender/ IT conditions (Clause 14-a of DP-1 and Clause 11 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/ Bid Security and rejection of our offer in case amount of Earnest Money/ Bid Security is improper/ insufficient in violation of said IT conditions.

Understood
agreed

Understood
not agreed

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

S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

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

c. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

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

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

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

20. **Security Deposit/Bank Guarantee.** To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedule Bank for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B. Understood agreed Understood not agreed

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

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

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 dpmv@paknavy.gov.pk Understood agreed Understood not agreed

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 Understood agreed Understood not agreed

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. | Understood
agreed | Understood
not agreed |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy). | Understood
agreed | Understood
not agreed |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. <u>Pre-shipment Inspection.</u> PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer. | Understood
agreed | Understood
not agreed |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. <u>Amendment to Contract.</u> Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract. | Understood
agreed | Understood
not agreed |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 25. <u>Discrepancy.</u> 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 |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. <u>Price Variation.</u> | | |
| 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 |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated | | |

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

27. **Force Majeure.**

a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

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agreed

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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.

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

Understood
agreed

Understood
not agreed

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

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not agreed

34. **Termination of Contract.**

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

Understood
agreed

Understood
not agreed

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

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

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

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

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

35. <u>Rights Reserved.</u> 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
	<input type="checkbox"/>	<input type="checkbox"/>

36. <u>Application of Official Secrets Act, 1923.</u> 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
	<input type="checkbox"/>	<input type="checkbox"/>

37. <u>Acknowledgment.</u> 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
	<input type="checkbox"/>	<input type="checkbox"/>

38. <u>Disqualification.</u> Offers are liable to be rejected if:-		
a. Received later than appointed/fixed date and time.	Understood agreed	Understood not agreed
b. Offers are found conditional or incomplete in any respect.		
c. There is any deviation from the General /Special/Technical Instructions contained in this tender.	<input type="checkbox"/>	<input type="checkbox"/>
d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.		
d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.		
e. Treasury challan is NOT attached with the offer.		
f. Multiple rates are quoted against one item.		
g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.		
j. Subject to restriction of export license.		
k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.		
l. If the validity of the agency agreement is expired.		

- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.
- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.

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

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

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

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

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

- 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.

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2190363/R2110/360051/P-36** dated **10-11-2021**. This tender will be closed for acceptance at 1030 Hours and will be opened at **1100 Hours** on **04-01-2022**. Please drop tender in the Tender Box No **205**.

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

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

S#	<u>DETAIL OF STORES</u>	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
	<p>PROCUREMENT OF TRACTOR ALONGWITH ONE SET STANDARD TOOLS, ACCESSORIES & EQUIPMENT AS PER MANUFACTURER'S STANDARD AND SPECS.</p> <p>DETAIL TECHNICAL SPECS AND TERMS & CONDITIONS ARE ATTACHED AS PER ANNEX 'A' & 'B'.</p>	04 No.		
	<u>OEM:</u>			
	<u>Above mentioned price exclusive sale Tax</u>			
	<u>Grand Total</u>			

Terms & Conditions

1. **Special Instructions** : CATEGORY- B
2. **Terms of Payment** : As per article -3 of Annex B.
NOTE: Firm is to provide evidence of "promulgated manufacturer's price" with its commercial offer.
3. **Origin of Stores** : To be indicated by Firms.
4. **Origin of OEM** : To be indicated by Firms.
NOTE: Import documents shall be provided by the contracted firm at time of inspection of vehicle, if, any component, spares and vehicle will be imported from aboard.
5. **Technical Scrutiny Report** : Required.

6. **Delivery Period** : As per Clause-47 of Annex B
7. **Currency** : Rupees
8. **Basis for acceptance.** **FOR Basis.**
9. **Bid validity.** The validity period should invariably be 120 days from the date of opening of commercial offer or 30th June whichever is later.
10. **Tendering procedure** Single Stage - Two Envelope bidding procedure will be followed as per PPRA Rules, 2004. PPRA Rule 36 refers.
11. **Earnest Money/Tender Bond:-** Your tender must be accompanied by a **Call Deposit Receipt (CDR) in favor of CMA (DP)**, Rawalpindi for the following amounts:
- a. **Rates FOR Contract.** The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-
- (i) **Registered/Indexed/Pre-Qualified Firms.** 2% of the quoted value subject to maximum ceiling of Rs. 0.500 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).
- c. **Improper/ Insufficient Earnest Money** Earnest Money/ Bid security furnished with tender is to be strictly in conformity of tender/ IT conditions. In case amount of Earnest Money/ Bid Security is improper/ insufficient and in violation of IT clauses (DP-1 clause 14), offer will be rejected and Earnest Money will also be confiscated for crediting in Govt. treasury.
12. **Special Note.**
- a. All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).
- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.

c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.

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

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

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

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

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

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

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

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

SPECIAL INSTRUCTIONS – INDENT NO

CATEGORY- B

SOURCE OF SUPPLY

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

ORIGIN OF SUPPLY

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

UPDATES & CURRENT INFORMATION

6. Supplying Firm in his “Offer/Quotation” is to provide latest updates and current information about technical specifications/data. If pattern number, part number or quality standards of a particular item has been superseded by a new one after conclusion of the contract, the Supplying Firm will be required to produce a documentary proof to this effect originating from the relevant OEM. If replaced part affects fittings and functioning of other associated parts as well, than details of those parts are also to be provided.

DOCUMENTATION REQUIRED

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

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

Yours faithfully,

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

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

1. Name : _____
2. Father's Name : _____
3. Address (Residential) : _____

4. Designation in Firm : _____

5. CNIC : _____
(Attach Copy of CNIC)
6. NTN : _____
(Attach Copy of NTN)
7. Firm's Address : _____

8. Date of Establishment of Firm : _____
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).

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

Tender No.....

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

To:

THE DIRECTOR OF PROCUREMENT
(Section P-3)
Ministry of Defence Production
Sectt. No. II, Adamjee Road
RAWALPINDI
Tel: 051-9271468-78

Dear Sir

1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to **120 days from the date of opening of commercial offer or 30 June whichever is later** and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time.

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

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

- a.
- b.
- c.

Yours faithfully,

.....
(Signature of Tenderer)

.....
(Capacity in which signing)

Address:.....

Date.....

Signature of Witness.....

ADDRESS.....

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

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

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 (as per clause 11 Annex B)** running whichever comes earlier.

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



SIGNATURE _____

DATE _____

PLACE _____

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

- (i) Contract No. _____ dated _____
(ii) Name of Firm/Contractor _____
(iii) Address of Firm/Contractor _____
(iv) Name of Guarantor _____
(v) Address of Guarantor _____
(vi) Amount of Guarantee Rs. _____
(_____)

(in words)

- (vii) Date of expire of Guarantee _____

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

Sir,

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

(Full Name and Address)

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

2. In compliance with this stipulation of the contract, we hereby agree and undertake as under: -

a. To pay to you unconditionally on demand and/or without any reference to our Customer and amount not exceeding the sum or Rs. _____ Rupees or FE (as applicable) _____ as would be mentioned in your written Demand Notice.

- b. To keep this Guarantee in force till _____.

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our Customer i.e. M/s _____ or from your office. Claim, if any must be duly received by us on or before this day. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.

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

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

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

ANNEX A to NHQ
 INDENT NO. 2190363
 DATED 10.9.2021

TECHNICAL SPECIFICATIONS – TRACTOR (85 HP)

S No	Description	Firm's Reply (Complied/Partially Complied/ Not Complied)
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.	Complied
1.	Scope of Supply: Tractor will be used by Field Units for shifting/transportation and deployment of mobile machineries and their accessories.	
2.	Offered Model: 85 to 105 HP Tractor (brand/make of Fiat/New Holland, Meassy Furguson (Millat)) as per latest OEM specifications (Qty 04).	
3.	PERFORMANCE SPECIFICATION a. Engine Power at 2000 to 2600 rpm 85 to 105 (B.S) hp b. Torque at 1400 to 1600 engine rpm 29.1 to 35.1Kgm c. Engine Speed at 540 PTO rpm 1,789 rpm d. Speed Controllable Normal	
4.	ENGINE a. Type Diesel b. No of cylinders 04 – 06 c. Injection Direct d. Aspiration Natural e. Capacity (litter) 4 – 6 f. Throttle control Hand and foot g. Cooling Water h. Air cleaner type Oil bath j. Air pre cleaner Over bonnet k. Fuel filter Dual high capacity l. Exhaust Vertical muffler m. Oil cooler Water cooled	

5	<p>ELECTRONICS</p> <p>a. Voltage 12 V b. Starter 2 to 3 KW c. Alternator 40 to 50 A.</p> <p>Battery (100 to 120 Ah) OEM/Brand name to be mentioned in the technical offer, manufacturing date should not be more than six months old. Warranty certificate is to be provided.</p>	
6	<p>CLUTCH</p> <p>a. Type Dual b. Lining material Cerametalic</p>	
7	<p>TRANSMISSION</p> <p>a. Type Sliding spur b. No of gears 5-8 forward 02 rear c. Speed Road speed at engine rpm 15 to 35 km/h</p>	
8	<p>POWER TAKE OFF</p> <p>a. Type Live b. Engine speed at 540 PTO 1789 - 2160 rpm (Min) c. No of splines 6 d. Shaft diameter 35 mm (Min)</p>	
9	<p>HYDRAULIC</p> <p>a. Functions Draft control Position control Response control Constant pumping b. Pump type Reciprocating c. Pressure 20 - 30 MPa at normal atmosphere/ temperature d. Lifting capacity 2000 - 4000 Kgs e. Horizontal lower links With cat I & II interchangeable ball</p>	
10	<p>STEERING</p> <p>a. Type Hydraulic</p>	
11	<p>FRONT AXLE</p> <p>a. Type Heavy duty box section adjustable</p>	
12	<p>REAR AXLE & BRAKES</p> <p>a. Type Straddle with epicycle reduction gears b. Brake Oil immersed multi disc c. Brake paddle Pendent</p>	

	d. Brake actuation Hydraulic e. Parking Brake Hand lever operated TRACK ADJUSTMENT a. Front axle 1250 – 2000 mm b. Rear axle 1400 – 2200 mm	
13.	INSTRUMENTATION a. Gauges Temperature Hour meter Fuel level Water temperature and battery condition b. Warning lights Direction indicators Electric charge Head light main beam Low engine pressure Brake light and auxiliary light	
14.	TYRES a. Front At least 7-50-16 (6PR) b. Rear At least 18 4/15-30 (8PR) OEM/Brand name and size(s), speed limits, are to be mentioned in the technical offer. Tyres manufacturing date should not be more than six months old, from the date of delivery of vehicles.	
15.	WEIGHT AND DIMENSION a. Weight gross 2400 to 2900 Kgs b. Dimension Length Between 3750 to 3800 mm Width Between 1870 to 1900 mm Height { a. Over exhaust - Between 2485 to 2500 mm b. Over Steering Wheel - Between 1780 to 1790 mm c. Turning circle Without brake Between 7500 to 7600 mm d. Ground clearance Under gear box 500 to 520 mm	
16.	CAPACITIES a. Fuel tank 60 - 110 Ltrs b. Engine sump 7 - 12 Ltrs c. Cooling system 10 - 16 Ltrs d. Hydraulic system 25 - 40 Ltrs	
17.	MISCELLANEOUS ACCESSORIES a. FRONT BLADE: Blade - Heavy duty Cutting Edge - 152 mm (6") x 12.7 mm (1/2"), high carbon / alloy steel reversible & replaceable Hydraulic Ram - 02 Jacks, Double acting, Heavy duty Control Valve - 45 Ltr, double acting spool valve	

	Blade Movement - Max lift 533 mm (21'), max depth below ground 102 mm (4')	
	b. SUN CANOPY with complete fitting & Towing Hook	
	c. As per OEM's documents, compatibility of the engine for required GCWR (Gross Combination Weight Ratio).	
18	COLOUR Commercial	
19	STANDARD EQUIPMENT Weight frame without weights, standard tool box with set of tools, Top link end, Cat I & II balls, Check Chains, Stabilizer chains, Spring suspension seat, Flat top fenders, Operators & Service manuals. The quantity of afore mentioned equipment/items must be as per OEM standard specs.	



ANNEX B TO NHQ
INDENT 2190363
DATED 10-9-2020

GENERAL REQUIREMENTS/INSTRUCTIONS

S.No	Description	Firm's Reply (Complied/ Partially Complied/ Not Complied)
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:	Complied
1	SCOPE OF SUPPLY/ WORK The Supplier undertakes to deliver Tractor (85-105 HP) including Services of the items to the Purchaser as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications).	
2	PROJECT SCHEDULE The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any other dates or periods the Supplier shall strive to compensate such overruns in order to finally meet any subsequent binding dates. If by reason of any change order, or of any act or omission on the part of the Purchaser, or any event of force majeure the Supplier shall be delayed in the completion of the Contract then provided that the Supplier shall as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable.	
3	SCHEDULE OF PAYMENTS All payments to the Supplier shall be released through CMA(DP) on achievement of respective milestones as mentioned below or as negotiated by DP (N):- a. 60% payment on completion of following: (1) Delivery on FOR/DDP Karachi and Islamabad alongwith tools/stores. (2) Joint inspection.	

	<p>(3) Provision of all documents.</p> <p>b. 20% payment on completion of following:</p> <p>(1) Successful completion of test/trials of vehicle complying all specification/ acceptance criteria and issuance of final acceptance certificate by end user.</p> <p>(2) Satisfactory conduct of operator & maintainer training.</p> <p>c. 20% payment on issuance of CRV by consignee.</p>	
4	<p><u>PERFORMANCE BANK GUARANTEE (PBG)</u></p> <p>To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional Performance Bank Guarantee in favour of CMA(DP), Rawalpindi within 30 days of signing of the contract from a scheduled bank for an amount equal to 10% of the total Contract value (on a Judicial Stamp Paper) of appropriate value as per prescribed format. This PBG shall remain valid till 60 days beyond completion of warranty period of supplied systems.</p>	
5	<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> <p>a. Contract signing.</p> <p>b. Approval of Export License (if applicable).</p> <p>c. Submission of BGs by the Supplier.</p>	
6	<p><u>PRICES OF THE ITEMS</u></p> <p>The Supplier should mention the price of all deliverables (i.e. Equipments/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Trainings, FATs (Factory Acceptance Trials), Installation/ Integration, Test/ Trials/ Commissioning (Harbour Acceptance Trials, Site Acceptance Trials etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document.</p>	
7	<p><u>PERFORMANCE GUARANTEE TEST</u></p> <p>The Purchaser may decide to arrange a Performance Guarantee Test (where applicable) during commissioning of the Equipment. The Performance Guarantee Test shall then be executed in accordance with the mutually agreed Performance Protocol Test Procedure and Protocol which sets out the obligations of both PARTIES.</p> <p>In the event the performance guarantee values as specified in Performance Guarantee Test could not be attained for reasons attributable to the Equipment, and for which the Supplier shall be held responsible under the Contract, the following shall apply:</p>	

	<p>The Supplier shall be entitled for a mutually agreed period, to take the corrective measures necessary to eliminate the defects or deficiencies by repairing or replacing the affected parts of the Equipment. After such corrective measures Performance Guarantee Test shall be repeated and in the event that the Equipment fails to meet the guarantee values stated in Performance Protocol Test Procedure and Protocol, then liquidated damages shall be applicable as defined in the Article.</p>	
8	<p><u>BUY BACK</u></p> <p>The Supplier may buy back the spares parts supplied as part of the contract at the selling price within 03 years of delivery subject to the condition that their shelf life is not expired, items are neither damaged nor repaired and items are genuinely surplus to the requirement.</p>	
9	<p><u>DOCUMENTATION</u></p> <p>The Supplier shall provide two sets of following original documents (in English) for each item/ vehicle:</p> <p>a. Operator manuals covering comprehensive operating instructions alongwith CDs.</p> <p>b. Maintenance manual and procedures alongwith flow charts and diagrams with circuit diagram (as applicable) with all maintenance routines of the equipment.</p> <p>c. Illustrated parts catalogues (IPCs).</p>	
10	<p><u>SPARES (where applicable)</u></p> <p>The list of spares, package shall be based on OEM, experience /practice. The Supplier shall provide 01 year spares and 03 years depot spares as and when required by the Purchaser on payment.</p>	
11	<p><u>WARRANTY/ GUARANTEE</u></p> <p>a. Warranty period of all items/ vehicle except defective/non-operational shall commence from the date of acceptance of Goods/ Equipment/Vehicle, whereas warranty of defective/non-operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment.</p> <p>b. The vehicle and all its associated accessories should be warranted against DPL-15 by the Supplier for a period of 01 year, for all defects in hardware from the date of final acceptance by PN. Software (where applicable) provided with the systems /vehicle should also have warranty for a minimum period of 05 years for any bugs found in operations. The Supplier shall provide/incorporate all software updates in this period.</p>	

	<p>c. The Supplier should provide guarantee that the article supplied are of latest version and all modifications/up gradation have been incorporated in the equipment being supplied.</p> <p>d. The Supplier should provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture should also be in accordance with the latest appropriate standard specifications.</p> <p>e. The Supplier shall provide guarantee for 10 years supportability of the systems /vehicle and software (where applicable) for at least 05 years after acceptance of the vehicle/accessories.</p>	
12	<p>RISK & EXPENSE</p> <p>In the event of failure on the part of Supplier to comply with the contractual obligation, the contract shall be cancelled at the risk and expenses limited to the amount of the contract.</p>	
13	<p>ACCEPTANCE CRITERIA</p> <p>a. The Supplier should starts developing of criteria of vehicle after 15 days signing of contract (both hard and soft copies in English) after necessary approval by PN. The final acceptance procedure may be made by PN, taking into consideration the trial procedures recommended by the Supplier, system/vehicle specification provided by the Supplier and PN own experience/expertise or as per the mutually agreed timeline as defined in the contract.</p> <p>b. The Goods/ Equipment shall undergo onboard acceptance trials.</p> <p>c. The final acceptance certificate should be signed by PN only after successful completion of all installation/ Acceptance trials.</p> <p>d. System acceptance shall be based on operational performance through practical verification as per stated specifications of offered equipment and operational requirement for a test period of 15 days (may be extended if discrepancies are observed).</p>	
14	<p>TECHNICAL ASSISTANCE</p> <p>The Supplier should be responsible for successful Tests/Trials of the system/ vehicle on site/Firm premises in Pakistan. The technical assistance by the Supplier during warranty period should be free of cost and on request basis to the satisfaction of during warranty period should be free of cost on request basis to the satisfaction of Purchaser.</p>	

15	<p><u>SECURITY/ CONFIDENTIALITY</u></p> <p>The Supplier(s) shall undertake that any information about the sale/ purchase of the store under this contract shall not be communicated to any person, other than the manufacturer of the store, 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. 'In this regard 'Non Disclosure Agreement (NDA)' as per format at Appendix-I is to be signed by the firm at the time of signing of contract'.</p>	
16	<p><u>PROVISION TO BUY ADDITIONAL SYSTEMS</u></p> <p>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 2021. Thereafter, prices shall be discussed mutually.</p>	
17	<p><u>INSPECTION OF VEHICLE/ ACCEPTANCE TEST PROCEDURE</u></p> <p>a. The stores/ vehicle shall be Jointly inspected and accepted by the PN Inspection Authority i.e CINS. CINS may constitute the inspection team comprising of following officers/ Reps and may also co opt any other member, if required:</p> <ul style="list-style-type: none"> (1) Reps of Supplier (2) Reps of End User (3) Rep of concerned depot (4) Rep of CINS <p>b. The inspection team shall inspect and test the vehicles to confirm their conformity to the contract specifications.</p> <p>c. The conditions of the contract and technical specifications shall specify inspections/ tests criteria as required by the Purchaser and place of conduct.</p> <p>d. Purchaser shall notify the Supplier in writing of the identity to any representatives entrusted for this purpose.</p> <p>e. If any inspected or tested vehicle fail to conform to the specifications, Purchaser may reject them and the Supplier shall either replace the rejected goods/vehicles or make alterations necessary to meet specification requirements free of cost to Purchaser.</p> <p>f. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan (if</p>	

	<p>applicable) shall in no way be limited or waived by reasons of the goods/vehicles having previously been inspected, tested and passed by Purchaser or its representative prior to the goods/vehicles shipment from the country of origin.</p> <p>g. Joint Inspection Team will be carry out inspection of vehicle including the following test:</p> <ul style="list-style-type: none"> (i). Road test. (ii). Brake test. (iii). Shower test. (iv). Performance test. 	
18	<p>DISCREPANCY</p> <p>The Supplier shall render a discrepancy report to all concerned within 30 days after receipt of stores/vehicle for discrepancies found in the consignment. The quantities found short or defective are to be made by the Supplier, without any additional cost on "DDP" consignee's warehouse within 30 days.</p>	
19	<p>COMPENSATION ON BREACH OF CONTRACT</p> <p>If the Supplier fails to supply of contracted stores/vehicles or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier/ Supplier or stores/vehicles 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.</p>	
20	<p>CHECKING OF SUPPLIES AT CONSIGNEE'S END</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</p>	



	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.	
21	<p>ACCEPTANCE TRIALS</p> <p>The OEM shall provide(as applicable) Factory Acceptance Tests (FATs), Setting to Work (STW), Site Acceptance Trials (SATs) procedures (in English) three months in advance for study and vetting by PN. The final acceptance procedures shall be prepared by the OEM and shall be presented for acceptance to PN.</p> <p>Acceptance trails of the supplied vehicle shall be carried out in Pakistan/Firm's premises, in the presence of Purchaser's reps to prove that the vehicle supplied is performing as per mutually agreed acceptance criteria. Acceptance certificate shall be provided by PN within 30 days after successful trials/inspection.</p>	
22	<p>PENALTY</p> <p>a. The Supplier before making the shipment(where applicable) shall carry out complete test of the equipment/vehicle at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/ trials, Purchaser has the right to outright reject the equipment or impose penalty at the rate of 5% of the value of the relevant equipment/ items.</p> <p>b. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/ guarantee obligations on Form DPL-15.</p>	
23	<p>CONTRACT COMPLETION CERTIFICATES</p> <p>Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no stores/ goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a "No Objection Certificate" that the requirement placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Specimen of Contract Completion Certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.</p>	
24	<p>COMPLIANCE WITH INTERNATIONAL STANDARDS</p> <p>The Goods/Equipment/Vehicle shall comply with all relevant ISO standards stipulated in the Contract (where</p>	

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	<p>applicable) and valid on the date of signature of the Contract. The Parties agree that any variation of any ISO standard after signature of the Contract is deemed explicitly not to be a circumstance within the responsibility of the Supplier. Implementation of any variations to the relevant ISO standards for the purpose of operating the Equipment shall be agreed between the Parties within the contractual change management procedure, prior to realization.</p>	
25	<p>TECHNICAL SCRUTINY</p> <p>Technical scrutiny of quotations forwarded by the bidder shall be carried out by a committee nominated by NHQs. The TSR committee may ask the Suppliers to demonstrate their equipment or give a presentation for clarification. TSR committee may also visit the OEM premises at the invitation/expense of the Supplier to evaluate the manufacturing/system's capabilities of the OEM.</p>	
26	<p>DELAYS AND LIQUIDATED DAMAGES (LDs)</p> <p>Following Liquidated Damages shall apply for late completion of Consultancy Services as given in the Contract:</p> <p>a. Delay in the completion of all contracted stores/vehicle deliverables up to Twenty One (21) days and for subsequent schedule/orders up to 15 days (from the original Delivery Period only) shall be regarded as "grace period" and no extension/ amendment shall be required. When LD is imposed, grace period shall be inclusive.</p> <p>b. For delays beyond the Grace period of Twenty One (21) days culpably caused by consultant, Purchaser shall have the right to impose LDs.</p> <p>LD, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges (if any) of the stores/vehicles delivered late.</p>	
27	<p>INTEGRITY PACT</p> <p>if the Supplier or any of his sub-contractors, agents or servants is found to have violated or involved in violation of</p>	

	<p>the Integrity Pact (format placed at Appendix-I) signed by the Supplier, then the Purchaser shall be entitled to:</p> <p>a. Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier or any of his sub-contractors, agents or servants.</p> <p>b. Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business practices of the Supplier or any of his sub-contractors, agents or servants.</p>	
28	<p><u>AMENDMENT IN CONTRACT</u></p> <p>Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment in the contract/corrigendum.</p>	
29	<p><u>APPLICABLE LAW, DISPUTES AND ARBITRATION</u></p> <p>Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:</p> <p>a. The dispute shall be referred for adjudication to two arbitrators one 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.</p> <p>b. The venue of arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.</p> <p>c. The arbitration award shall be Supplier and final.</p> <p>d. In the course of arbitration the contract shall be continuously executed except that part which is under arbitration.</p> <p>e. All proceedings under this clause shall be conducted in English language and in writing.</p>	

30	<p>FORCE MAJEURE</p> <p>The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of Governments or any other authority competent in relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 30 (thirty) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.</p> <p>The Party initiating the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned aspects along with Force Majeure event and of its effects on the delivery of the Supplies or any of its obligations towards this Contract.</p> <p>Once the Party initiating the Force Majeure has provided the reasonable proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged to be realistic. In such case the Force Majeure shall be considered to have occurred.</p> <p>If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed to the Supplier for completion of his obligations so affected without any increase in Contract Price.</p> <p>If Force Majeure is considered present for a continuous period of more than 06 (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide future course of action.</p>	
31	<p>TERMINATION OF CONTRACT</p> <p>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 shall accept delivery at the contract price and terms of such stores/goods/services/vehicles which are in the actual process of manufacture that is completed and ready for</p>	

	<p>delivery within thirty days after receipt by the Supplier of such notice.</p> <p>In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:</p> <p>a. To have any part thereof completed and take the delivery thereof at the contract price or.</p> <p>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.</p> <p>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> <p>d. 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. If due to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.</p>	
32	<p><u>LONG TERM LOGISTIC SUPPORT</u></p> <p>The Supplier shall guarantee to supply the necessary spares/facilitate repair/maintenance for next 10 years from the date of its final acceptance of the system/ vehicle by Purchaser. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment/ vehicle, 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 an upgraded version, the Supplier shall inform the Purchaser at-least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as</p>	

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	<p>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>	
33	<p><u>SEVERABILITY</u></p> <p>The invalidity or unenforceability of any term or condition of the Contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the Contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both Parties. Such discussions shall, as far as be possible, ensure the Defence needs/concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability term and condition substantially alter the underlying intent of the Contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the Contract, then the Parties shall without further delay, meet to consult each other and reach agreement thereon.</p> <p>Failure by either Party at any time to enforce any of the provisions of the Contract shall not be considered as a waiver by the Party concerned of any such provision or in any way affect the validity of the Contract or any part thereof or any other rights of either Party. Such failure shall only inhibit the rights of the Party concerned to claim costs/expenses incurred or to impose Liquidated Damages (financial or otherwise) for defaults, in respect only of the said non-enforced provisions.</p>	
34	<p><u>SECURE EXCHANGE OF CORRESPONDENCE</u></p> <p>All correspondence pertaining to contract between Supplier and PN shall be on secured media.</p>	
35	<p><u>ASSIGNMENT AND SUBCONTRACTING</u></p> <p>Neither Party shall assign any of its rights or obligations (in whole or in part) under the Contract without the prior written consent of the other Party, which shall not be unreasonably withheld.</p> <p>The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.</p>	

36	<p>INTELLECTUAL PROPERTY RIGHTS</p> <p>Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.</p>	
37	<p>OWNERSHIP OF CONTRACT</p> <p>In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that:</p> <p>a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and</p> <p>b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.</p>	
38	<p>INDEMNITY</p> <p>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.</p>	
39	<p>CERTIFICATE OF CONFORMANCE (COC) BY OEM</p> <p>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.</p> <ol style="list-style-type: none"> (1) Part/Pattern No of equipment. (2) Date/period of manufacturing. (3) S. No/Batch No/Lot No should be embossed engraved on the equipment. (4) OEM test certificate/FATs/Certification/ approval as applicable. 	
40	<p>CERTIFICATION REQUIREMENT</p> <p>Supplier/OEM shall confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that</p>	

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	<p>equipment being supplied is proven equipment.</p> <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.</p> <p>OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockiest shall not be acceptable.</p>	
41	<p><u>NO LICENSE</u></p> <p>All Confidential Information shared under this Agreement shall remain the exclusive property of the Purchaser, and the Supplier shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information to the Supplier.</p>	
42	<p><u>WORKMANSHIP AND MATERIALS</u></p> <p>a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognized good practice. The Supplier shall submit for approval of the purchaser, his detailed method statement(s) for the execution of such items of work as may be desired by the Purchaser. Approval of such method statement(s) shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional costs.</p> <p>b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work onboard/ Site which is about to be covered up or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonable delay carry out the examination, measurement or testing.</p>	
43	<p><u>MISCELLANEOUS</u></p> <p>a. The Supplier should provide the copies of standard/ specifications referred to or used for the equipment/ vehicle and its accessories.</p> <p>b. Stores to be accepted on DPL-15 at consignees end.</p>	

	<p>c. Supplier shall provide a conformance certificate that item supplied conforms to relevant international standards.</p> <p>d. The Supplier should mention the price of all deliverables separately in financial quote. The same are to be subsequently incorporated in the contract document.</p>	
44	<p>OEM'S SPECIFICATIONS: Following is to be provided alongwith technical offer:</p> <p>a. Copy of OEM's list of standard accessories/fittings etc.</p> <p>b. Details of model code of engine/chassis etc.</p> <p>c. List of standard tool kit.</p>	
45	<p>REJECTION OF VEHICLES BE HANDLED AS GIVEN BELOW:</p> <p>in the event of any vehicle failing to conform to the specification given in the contract, or the failure of supplier in performing any of the contractual obligations stipulated in the contract. The inspector shall have the right to reject the same. The purchaser will then be at liberty to:</p> <p>a. Allow the supplier to re-submit vehicles in replacement of those rejected within the delivery period specified in the contract, the supplier bearing the cost of freight on such replacement without being entitled to any extra payment, or.</p> <p>b. Buy the quantity of the vehicle rejected or others of a similar nature from elsewhere at the risk and expense of the supplier without affecting the supplier's liability as regards supply of any further consignments due under the contract, or.</p> <p>c. Terminate the contract and recover from the supplier the actual loss the purchaser thus incurs by purchasing the vehicle from elsewhere.</p>	
46	<p>COUNTRY OF ORIGIN: Pakistan.</p>	
47	<p>DELIVERY OF VEHICLE: Delivery should be within 03 months after signing of contract as FOR/DDP Karachi and Islamabad, at a place nominated by Pakistan Navy i.e. either Karachi and Islamabad. Supplier is to ask the client about delivery of vehicles after inspection/acceptance by CINS.</p>	
48	<p>OBTAINING OF LICENSES: It is the responsibility of the supplier to obtain licenses/permits etc (if any) in the seller's country or the country of origin of vehicle. Failure to obtain the same shall not constitute grounds for Force Majeure.</p>	

49	PRICE VARIATION: Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture.											
50	COURT OF JURISDICTION: should a situation arise where a party to the contract elects to file the matter in a Civil/Higher Court, or prefers an appeal review, revision etc in a higher court, such matter(s) shall be filed only in the competent Civil Court at Rawalpindi/Islamabad.											
51	END USER CERTIFICATE (EUC) 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).											
52	DISTRIBUTION OF CONTRACT COPIES: <table border="0"> <tr> <td>a. DMT</td> <td>f. CMA(DP), Rawalpindi</td> </tr> <tr> <td>b. DCM</td> <td>g. AFA (N), Rawalpindi</td> </tr> <tr> <td>c. D Budget</td> <td>h. DP(N)</td> </tr> <tr> <td>d. CINS</td> <td>j. Likely Suppliers</td> </tr> <tr> <td>e. MMT</td> <td></td> </tr> </table>	a. DMT	f. CMA(DP), Rawalpindi	b. DCM	g. AFA (N), Rawalpindi	c. D Budget	h. DP(N)	d. CINS	j. Likely Suppliers	e. MMT		
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c. D Budget	h. DP(N)											
d. CINS	j. Likely Suppliers											
e. MMT												

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INTEGRITY PACT

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

Contract No. & Date
Contract Value.
Contract Title

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

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

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

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

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

[The Purchaser]

[The Supplier]