<u>Tender Covering Form</u> Directorate of Procurement (Navy)

Through Bahria Gate Near SNIDS Centre,

Naval Residential Complex E-8

ISLAMABAD

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649

Section: 051-9262304 Email: dpn@paknavy.gov.pk

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

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

Tender No	o and Date			
Tender				
IT Openin	g Date			
IT Openin	g Date			
Firm Nam	e			
Postal Ad	dress			
Email Add	dress for			
Contact F				
Contact Number (Landline) (Mobile)				
	t to be Attached with Quotation			
	ubmit its proposal in a sealed envelope which shall contain 03 x Sealed Envelo	ps as per details g	iven below:	
Sealed En	velop 1 – Technical Offer in Duplicate			
This envelo	ope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy) as per this order and Supplier is to mark tick against each to ensure that the			
S No	Document	Original Set	Copy Set	
1	Bank Challan			
2	Principal Authorization Letter (where applicable)			
3	Principal Invoice (Muted – without Price) (where applicable)			
4	DP -1 Form of IT (with compliance remarks)			
5	DP – 2 Form of IT with compliance remarks against each			
6	Technical Offer / Specs			
7	Annex A of IT (with compliance remarks)			
8	Annex B and C of IT (with compliance remarks)			
9	DP-3 form of IT (duly filled and signed)			
10	DGDP Registration Letter (If firm is registered with DGDP)			
11	Tax Filling Proof			
	nvelop 2 – Earnest Money This Envelop must contain Earnest Money only. nvelop 3 – Commercial Offer			
Journal L	Trolop o Commordial Onol			
1	Firms Commercial Offer	01 x Original		
2	Principal Invoice (where applicable)	01 x Original		

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

Firms Declaration

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

Firm's Authorized Signatures_____

DIRECTORATE PROCUREMENT (NAVY)

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

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

of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understood not agreed (alongwith annexes), DP-3 and Questionnaires duly filled in are to be agreed submitted with the technical offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. f. The tender duly sealed will be addressed to the following:-Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre. Naval Residential Contact: Reception: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk adpn31pre@paknavy. Date and Time For Receipt of Tender. Tender must reach this office Understood Understood by the date and time specified in the Schedule to Tender (Form DP-2) attached. agreed not agreed This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468 well before the opening date / time. Tender Opening. Tenders will be opened as mentioned in the Understood Understood agreed not agreed schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date and time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. Understood Understood agreed not agreed a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.

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

7.

with discount.

store acce	Part Bid Firm may quote for the whole or any portion, or to state in tender that the rate quoted, shall apply only if the entire quantity/range of es is taken from the firm. The Director Procurement reserves the right of epting the whole or any part of the tender or portion of the quantity offered, and shall supply these at the rate quoted.	Understood agreed	Understood not agreed
othe to re Secu	Quoting of Rates. Only one rate will be quoted for entire quantity, item a. In case quoted rates are deliberately kept hidden or lumped together to trick of competitors for winning contract as lowest bidder, DP(N) reserves the right eject such offers on-spot besides confiscating firms Earnest Money / Bid writy and take appropriate disciplinary action. Conversion rate of FE/LC ponents will be considered w.e.f. opening of commercial offer as per PPRA e-30(2).	Understood agreed	Understood not agreed
10.	Return of I/T. ITs are to be handled as per following guidelines: a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender. b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.		Understood not agreed
offer case cont	c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email. Withdrawal of Offer. Firms shall not withdraw their commercial she before signing of the contract and within validity period of their offers. In the firm withdraws its offer within validity period and before signing of the ract, Earnest Money of the firm shall be confiscated and disciplinary action also be initiated for embargo up to 01 year.		Understood not agreed
	Provision of Documents in case of In case any firm wins a contract, it deposit following documents before award of contract: a. Proof of firms financial capability. b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. c. Principal/Agency Agreement. d. Registration with DGDP (Provisional Registration is mandatory)	Understood agreed	Understood not agreed
13.	Treasury Challan. a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan. b. Firms, un-registered / un-indexed with GDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).	Understood agreed	Understood not agreed

containe liable to Technica	ed in a separate envelop (not inside T be rejected in case Earnest Mor	Please ensure Earnest Money is echnical or commercial offer). Offer is ney is packed inside commercial or empanied by a Call Deposit Receipt he following amounts:-		Understood not agreed
Se (CI obj off in v b . mo	ause 14 of DP-1 and clause 10 of ection on confiscation of Earnest More in case amount of Earnest Mone violation of IT condition. Rates for Contract.	Earnest Money/Bid v in conformity of tender/IT conditions TDP-2) on the subject. We have no coney/Bid security and rejection of our y/Bid Security is improper/insufficient The rate of earnest nt categories OF FIRMS would be as		
	 (i) Registered/Indexed/Pre-Qualify value subject to maximum ceiling (ii) Registered/Pre-Qualified but Use value subject to maximum ceiling 	of Rs. 0.500 Million. Jn-indexed 3% of the quoted		
	(iii) <u>Unregistered/not Pre-Qualified</u> value subject to maximum ceiling	<u>M/Un-indexed</u> 5% of the quoted of Rs. 1.000 Million.		
(ii)	unsuccessful bidders will be returned Earnest money of the firm/firms with urned on submission of Bank Gua	(i) Earnest money to ed on finalization of the contract. h whom contract is concluded will be trantee and its acceptance by CMA		
contract	cuments for provisional registration: on Earnest Money (EM), it will de ation Section) before the award of co	posit following documents to DGDP	Understood agreed	Understood not agreed
S No	Local Supplier	Foreign Supplier		
a.	•	Three filled copies of SVA-8121-D of each member of management.		
b	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.		
C.	member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.		
d	Three PP size photographs for each member of management.r	Three PP size Photographs for each member of management.		
e	Challan Form	Challan Form		
f	Bank Statement for last one year.	Financial standing/audit balance		
g	Photocopy of NTN	Photocopy of passport		
h	Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.		

1 6 . <u>Inspection Authority.</u> CINS, Joint Inspection will be carried out by INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP I-35 and PP and I (Revised 2019) or as per terms of the contract.	Understood agreed	Understood not agreed
1 7 . Condition of Stores. Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-15 enclosed with contract.	Understood agreed	Understood not agreed
18. <u>Documents Required.</u> Following documents are required to be submitted along with the quote:	Understood agreed	Understood not agreed
 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 (iii) Fixed Additional charges like labour, electricity etc. (iv) Agent commission/profit, if any. (v) Any other expenditure/cost/service/remuneration as asked for in the tender. 		
 19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows: a. 1st rejection on Govt. expense b. 2 nd rejection on supplier expense c. 3rd rejection contract cancellation will be initiated. 	Understood agreed	Understood not agreed

2 0 . Rejection of Stores/Services. supply of stores the firm will furnish an uncourrency in which contract is concluded) from amount upto 10 % of the contract value (excharges) on a Judicial Stamp Paper (All page prescribed format or in shape of CSD/Bankendorsed in favour of CMA (DP) Rawalpinding in the contract. The CMA (DP) Rawalpinding encashment of the Bank Guarantee as if the purchaser himself. The Bank Guarantee shado days from the date of issue of the contract after completion of warranty period and remarked delivery date given in the contract. If delivery arrange the extension of Bank Guarantee was period to keep its validity always one year at the BG form can be obtained from DP(N) Format of BG is enclosed at Annex B.	m a schedule Bank of Pakistan for an cluding Taxes, duties/freight handling ges) of the value of (Rs 100.00) as per condition of the Value of (Rs 100.00) as per condition of the Accounts Officer specified and has the like power of seeking the same has been demanded by the all be produced by the supplier within act and remain valid for upto 60 days that in force till one year ahead of the period is extended, the supplier shall ithin 30 days after the original delivery the all of the extended delivery period.	Understood agreed	Understood not agreed
2 1 . <u>Integrity Pact.</u> tolerance" against bribes, gifts, commission promises thereof by Supplier / Firm to any solicit any undue benefit, favour or otherwise read and understood for strict compliance:	Government official / staff whether to	Understood agreed	Understood not agreed
a. Integrity Pact shall be applicable to all tend value. However, a written Integrity Pact shall Million between the procuring agency and the 2004. The form is available at www.ppra.org. dpnavy@paknavy.gov.pk b. If a Supplier / Contractor is found involved same would be considered a serious breach severe disciplinary action against that person include, but not limited to, PERMANENT BLADGDP and legal action against the individual Criminal Procedure. c. It is strictly forbidden to socialize, call or moor during off hours. If any official / staff from Figratification directly or indirectly, the matter is notice of Director Procurement (Navy) on Tel	be signed for contracts exceeding Rs 10 e supplier / contractor i.a.w Rule-7 of PPRApk or can be requested at in any unbusiness-like / unethical activity, of the Integrity Pact. DP (Navy) shall take (s) and the firm / company, which may acklisting of firm / company through (s) involved as per Pakistans Code of eet any official / staff of DP (Navy) in private Purchaser side asks for any undue favour or		
2 2 . <u>Correspondence.</u> addressed to the Purchaser i.e. DP (Na payment or issue of delivery receipt may be Consignee respectively with copy endorsed	e addressed to CMA Rawalpindi and	Understood agreed	Understood not agreed
2 3 . Pre-Shipment Inspection. officers including DP(N) member for the machinery items at OEM premises as periodic provided for and mentioned in the I.T, firm persons, duration and whether expenses of Purchaser or Contractor. In case contract expenses, detailed breakdown of the same commercial offer.	er terms of contract. If not already (s) must clarify the place, number of on such visits would be borne by the ctor is responsible for bearing such	Understood agreed	Understood not agreed

include 1	fresh clause (s) modify the existing clauses with the mutual agreement by blier and the purchaser; such modification shall form an integral part of the	Understood agreed	Understood not agreed
concerne	Discrepancy. The consignee will render a discrepancy report to all ed within 60 days after receipt of stores for discrepancies found in the ment. The quantities found short are to be made good by the supplier, free	Understood agreed	Understood not agreed
26.	a. Prices offered against this tender are to be firm and final. b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance. c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.		Understood not agreed
27.	a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure. b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event. c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier. d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative. e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.		Understood not agreed

arising that eith	ner party shall perceings towards settlement notice to the other par	rough friendly discuss ve such friendly discu of dispute (s) at any	eir attempt to settle all dispusions in good faith. In the evussion to be making insufficitime, then such party may to final and biding arbitration bel	rent ^{agreed} lent be	Understood not agreed
	nominated by each appoint an umpire b of the Superior corarbitration proceeding b. The venue of the is issued or such of determine. c. The arbitration award. In course of arbit except that part whi	party, who before en y mutual agreement, a urt shall be requeste igs shall be held in Pa arbitration shall be th other places as the P ard shall be firm and for ration the contract shall ch is under arbitration under this clause s	all be continuously be execu	hall dge The aw. ract nay	
-	Court of Jurisdiction. on at Rawalpindi, Pak	-	dispute only court of iction to decide the matter	Understood agreed	Understood not agreed
liable to the store	es supplied after the	uppliers by the purcha	mages upto 2% per month ser in accordance with DP35 date without any valid reaso act value.	5, if ^{agreed}	Understood not agreed
7 6 16.1					
to comp	Risk Purchase. ly with the contractua ense (RF) of the supr	In the event of obligations the controllier in accordance with	of failure on the part of supp act will be cancelled at the R on DPP I-35	lier Understood isk ^{agreed}	Understood not agreed
aa =/(p	ones (112) or the supp		. 2		
the con	Compensation Breach tracted stores or colliberative d	ntract is cancelled e	If the contractor fails to sup ither on RE or without RE er / seller or stores / equipm	or ^{agreed}	Understood not agreed
declared pay to the default of place su compete the pure	I defective and cause ne Government competer from the rescission uch compensation will ent authority. Comper	d loss to the Governmensation for loss or income of his contract when I be in excess to the estion amount in term be deposited by contract to the loss	nent, contractor shall be liable convenience resulting for his such default or rescission to RE amount, if imposed by ns of money will be decided intractor / seller in Governm	e toake the by	

represe except governr breach nomina the Mar	Gratuities/Commission/Gifts. No commission neation in any form shall be paid to any local or for entative, sales promoter or any intermediary by the the agent commission payable as per the agent comment and as amended from time to time and give of such clause(s) of the contract by Manufacturer/Stated representative may result in cancellation of the nufacturer/Supplier financial penalties and all or any the purchaser may consider appropriate.	e Manufacturer/Supplier ommission policy of the en in the contract. Any Supplier and/or their sole contract blacklisting of	agreed	Understood not agreed
34.	a. If at any time during the currency of the contract to terminate the contract for any reason what reasons of Non-Delivery) he shall have right to Supplier a registered notice to that effect. In that accept delivery at the contract price a stores/goods/services which are in the actual process completed and ready for delivery within thirty of Supplier of such notice. b. In the case of remainder of the undelivered stepurchaser may elect either:	soever (other than for o do so by giving the event the Purchaser will and terms of such tess of manufacture that lays after receipt by the		Understood not agreed
	 (i) To have any part thereof completed and the contract price or. (ii) To cancel the remaining quantity and particles or sub-components or raw mater Supplier and are in the actual process of mabe determined by the Purchaser. In such process of manufacture shall be delivered Purchaser. 	y to the Supplier for the rials purchased by the inufacture at the price to a case materials in the		
	c. Should the Supplier fail to deliver goods/service terms of contract or fail to render Bank Guarant time period or any breach of the contract the Puro to terminate/cancel the contract fully or any part	tee within the stipulated chaser reserves the right		
lowest.	Rights Reserved. Directorate of the point o	ted to the bidder upon	agreed	Understood not agreed
the sco	Application of Official Secrets Act, 1923. Sted with this enquiry and subsequent actions arising ope of the Official Secrets Act, 1923. You are, therefore secrecy regarding documents and stores concern the number of your employees having access to this	g there from come within ore, requested to ensure ned with the enquiry and		Understood not agreed

acknow PPRA	Acknowledgment. ledgement slips within 07 da Website PPRA.ORG.PK	ys from the i.e.	Firms date of downloading	will g of IT f		Understood agreed	Understood not agreed
38.	Disqualification.	Offers are I	iable to be rejected	if:-		Understood agreed	Understood not agreed
	a. Received later than apporb. Offers are found conditions. There is any deviation from contained in this tender. d. Forms DP-1, DP-2 (alo NOT received with the tede. Taxes and duties, freignindicated separately as per 17. f. Treasury challan is NOT and g. Multiple rates are quoted h. Manufacturers relevant equipment assemblies are in Subject to restriction of expression of the separately as per 17. f. Treasury challan is NOT and g. Multiple rates are quoted h. Manufacturers relevant equipment assemblies are in subject to restriction of expression of the separately and vice versal for the separately as a separately as per 17. If offer made through Fax/r. If offer is found to be become of the separately as a separately as per 18. If OEM and principal Invoice of the separately as a separately as per 19. If OEM and principal Invoice of the separately as per 19. If OEM and principal Invoice of the separately as per 19. If OEM and principal Invoice of the separately and the separately as per 19. If OEM and principal Invoice of the separately as per 19. If OEM and principal Invoice of the separately as per 19. If OEM and principal Invoice of the separately as per 19. If OEM and principal Invoice of the separately as per 19. If OEM and principal Invoice of the separately as per 19. If OEM and principal Invoice of the separately as per 19. If OEM and Principal Invoice of the separately as per 19. If OEM and Principal Invoice of the separately as per 19. If OEM and Principal Invoice of the separately as per 19. If OEM and Pr	nal or income om the Gen om the Gen om the Gen on the Gen of the against one attacked with against one attacked on the against FOB/Coolicate clearly of the agent ovided. It is a quoted as a tender. The and composite and compos	plete in any respect eral /Special/Techn exes), and DP-3 contion and insurance rice breakdown ment the technical offer item. and technical definition and insurance item. and technical offer item. and technical defining non-initialed/ at is expired. IF/CandF tender is y indicating whether commission is not the technical offer (or required in IT or response). Telex. tel action in conniverable address is not in the respective address in the respective address is not in the respective address in the respective address is not in the respective address in the respective address is not in the respective address in	ical Installuly signalluly signalluly signalluly signalluly second etails or for specificalluly and the summer of the second etails or for specificalluly and the summer s	ned, are es NOT at Para n major cications enticated in local s quoted ed. cified). ubject to		
decision of the comprise	peals by Supplier/Firm. In of DP (N) or CINS or any of contract may prefer an Apping PN Officers and militiad. The detail and timeline for	ther problem eal to Standary ary finance	ding Appeal Comn rep at Naval h	ne exect nittee (S eadquat	ution SAC)	Understood agreed	Understood not agreed
S.No	Cetegary of Appeal		Limitation Period				
а	Appeals for liquidated dam	nages	Within 30 days dec	cision			
b	Appeals for reinstatement		Within 30 days dea				
С	Appeals for risk and exper	nse amount	Within 30 days dec	cision			
d	Appeals for rejection of sto	ores	Within 30 days dec	cision			

Within 30 days decision

Appeals in all other Cases

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

g. Office/Home/Ware House Property documents

p. 2 X Witness + CNIC and Mobile Numbers

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

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

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

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

u. Stock List with value

w. Employees List x. Firm Categories

z. Partnership Deed aa. Pvt Limited

v. Company Profile/Broachers

y. Sole Proprietor Certificate

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

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

DPL-15 (WARRANTY)

FIRM'S NAME M/s	
1. We hereby guarantee that the articles supproduced new in accordance with approved and in all respect in accordance with the term whether or not of our manufacture are in accappropriate standard specifications, as also in good workmanship throughout and that we severy article or part thereof use or in use shad and tolerance of specifications requirement	drawings/specification ms of the contract, and the materials used cordance with the latest n accordance with the terms of complete of hall replace FOR/DDP Karachi free of cost all be found defective or not within the limits
terms of the contract. 2. In case of our failure to replace the defect period, we shall refund the relevant cost FOI case may be in currency in with received). 3. This warranty shall remain valid for 01 Year user	R/DPP Karachi (As the
The signature must be the same as	
that on the tender/contract, or if otherwise must be shown to be the signature of a person capable of giving a guarantee on behalf of the	DATE
contractor	DI AGE

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

(i) Contract No	dated
(ii) Name of Firm/Contractor	
(iii) Address of Firm/Contractor	
(iv) Name of Guarantor	
(vi) Amount of Guarantee Rs.	
(vii) Date of expire of Guarantee	(in words)
(vii) Date of expire of Guarantee	
To: The President of Islamic Republic of F	
Controller of Military Accounts (Defence F	rurchase) Rawaipindi.
Sir	
1. Whereas your good self have entered in	nto Contract No.
	dated
with Messers	
(Full Name	and Address)
,	,
	and that one of the conditions of the Contract is parantee by our customer to your good self for a
	upees/FE (as applicable)
	he contract, we hereby agree and undertake as
under: -	and an electric with a standard management and a sum Occations on
	nd and/or without any reference to our Customer
FE (as applicable)	Rupees oras would be mentioned in
your written Demand Notice.	as would be mentioned in
b. To keep this Guarantee in force till	
•	ntee shall be kept one clear year ahead of the
	warrantee of the stores which so ever is later in
duration on receipt of information from ou	
•	e duly received by us on or before this day. Our
	cease on the closing of banking hours on the last
•	rantee. Claim received thereafter shall not be
•	oss or not. On receipt of payment under this
	antee 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 enchased on sight on
presentation without any reference to our
Customer/Seller or Vendor.
Guarantor
Dated: (Bank Seal and Signatures)

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

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

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- Schedule to Tender No. 2190386/R-2111/310232 Dated 15-10- 2021 This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:01 Hours on 03-02-2022 Please drop tender in the Tender Box No. 201
- You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3 . You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed and stamped. Same are available at www.ppra.org.pk

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	Spectrophotometer Accessories: Laptop, UV win Software Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	1.0 NUMBE RS		
2	Analytical Balance "Digital" With Glass Air Shield Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	1.0 NUMBE RS		
3	Orbital Shaker Accessories: Controller, Motor Brush less DC Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	1.0 NUMBE RS		
4	pH Meter Digital Bench Top With Electrode & Ph Solution & Stand Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	1.0 NUMBE RS		
5	Temperature And Humidity Climatic Chamber Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	1.0 NUMBE RS		
6	Filtration Assembly & Purging Assembly Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	1.0 NUMBE RS		

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
7	Chemicals used in Chromium VI Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	1.0 NUMBE RS		
8	Glassware used in Chromium VI Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B			
Above mentioned price includes 17% sale Tax (Please tick Yes or No)			Yes	No
Grand Total				

Terms and Conditions

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

2. <u>Origin of OEM</u> To be Indicated by Firm

3. <u>Origin of Stores</u> To be Indicated by Firm

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

5. <u>Delivery Period</u> within 06 from the date of sigining of contract

6. <u>Currency</u> PAK RUPEES

7. <u>Basis for acceptance</u> FOR

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

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

9. <u>Tendering procedure</u> Single Stage - Two bidding procedure will be followed . PPRA

Envelopes

10. Earnest Money/Tender Bond

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

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

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

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

b.Return of Earnest Money

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

SPECIAL INSTRUCTION/ SPECIFICATION FOR THE PROCUREMENT OF CHROMIUM VI TESTER (EQUIVALENT COMPLYING BS EN ISO 20344:2011 (ISO 17075)

NOTE: Each individual terms of the Annex A must be complied separately.

S.NO.	<u>Description</u>	Firm's Reply/ Remarks	Firm's Reply/ Remarks And Proposals Reference
Note:	Guidelines for Firm for submitting Technical Proposals for Technical Evaluation Firm is required to clearly mention Complied/ Partially Complied/ Not Complied remarks against each clause and qualify same through mentioning references in respective Clause from the attached firm's technical proposal/ brochures as per following format: a. Proposed system weight: 40 to 60 KG		Refer Para 3 of firm proposals/ brouchers
		Complied	
1.	DESCRIPTION The equipment is used to determine Chromium VI % in footwear to confirm presence of carcinogenic material in shoes within safe limits.		
2.	TECHNICAL SPECIFICATION		

System must meet following:

a. Spectrophotometer			
1.	Optical system	Double beam	
2.	Scan Speed	Selectable	
3.	Wavelength Range	190-110nm	
4.	Wavelength Accuracy	0.3nm	
5.	Wavelength Reproducibility	≤ 0.2nm	
6.	Spectral Bandwith	0.5,1.0,2.0,5.0nm	
7.	Photometric mode	Transmittance absorbance, Energy concentration	
8.	Photometric range	-0.3 – 3.0 Abs	
9.	Photometric accuracy	0.002A (0 - 0.5A), 0.004A (0.5 - 1.0A), 0.3%T (0 -100%T)	
10.	Photometric reproducibility	0.001A (0 - 0.5A), 0.002A (0.5 - 1.0A), 0.15%T (0 - 100%T)	
11.	Photometric Noise	0.001A (500nm) 30min warm-up	
12.	Baseline Flatness	0.0015A (200 -1000nm)	
13.	Baseline Stability	0.0008A/h (500nm, 0Abs), 2hr warm-up	
14.	Stray light	≤ 0.12%T (220nm Nal,	

		340nm NaNO2)	
15.	Standard Functionality	Photometric, Quantitative, Spectrum and DNA measurements.	
16.	Cell Holder	Automatic 8 cell changer	
17.	Detector	Silicon photo diode	
18.	Light Source	Tungsten Halogen and Deuterium arc lamps	
19.	Display	Digital LCD display	
20.	Printer	Not available	
21.	PC Interface	RS232/USB	
22.	Software Support	Local and UV Win	
23.	Power Supply	Switchable 120 - 230VAC 50 - 60Hz	
24.	Weight	25Kg approx	
25.	Dimensions (Width, Depth, Height)	520mm, 420mm, 230mm approx	
26.	Certificate of conformity	Yes	
27.	Motorized cell holder	1 x 8 position 10mm path length	
28.	Quartz cells	1 x Pair 10mm	
29.	Dark current correction	1 x Black block	

o. Analytical Balance "Digital" With Glass Air Shield:				
a.	(g)			210x0.0001
	Gram	(mg)		210000x0.1
b.	Analytical	balance	;	"Digital" With Glass Air Shield
c.	Calibration	l		Internal calibration
d.	Capacity			200 Gram
e.	Accuracy			0.0001 Gram (0.1 milligram)
f.	Percentage	Min D	iv	0.01%
g.	Counting N	/lin We	ight	0.1mg
h.	Linearity			±0.0002g
i.	Repeatability/Std. Dev.		Dev.	0.0001g
j.	Stabilizatio	on Time		3.5 seconds (typically)
k.	Sensitivity	Drift		±2ppm / °C (10°C~30°C / 50°F~86°F)
ax.	Display Refresh			5 times per second / 10 times per second
all.	Pan Size	Pan Size		Ø85mm / 3.3inches
n.	Physical Dimension	mm ons		249 (W) × 330 (D) × 328 (H)
			inches	9.8 (W) × 12.99 (D) × 12.91 (H)
•	Breeze Bre	ak m	nm	178 (W) × 160 (D) × 233 (H)

p.	Dimensions inches	7.01	$(W) \times 6.5 (D) \times 9.17 (H)$	
q.		5°C~ than	-40°C / 41°F~104°F RH less 85%	
	Weight Approximately	6.0kg	g / 13.2lb	
r.		Appı adap	rox. 11VA (supplied to the AC ter)	
S.			uction manual, AC Adapter, rence Card	
c. pH l Standa	Meter Digital Bench Top Wi ard:	th El	ectrode , Ph Solution &	
a.	pH Meter		"Digital" bench top with electrode & pH solution & standard	
b.	Calibration		Three point calibration	
c.	pH range basic mode		- 2.00 to 16.00 pH	
d.	Resolution Basic Mode		0.01 pH	
e.	Standard mode		0.001 pH	
f.	Accuracy (@ 25°C)			
	i. Basic modeii. Standard mode		$\pm 0.01 \text{ pH} \ \pm 0.002 \text{ pH}$	
g.	i. Calibration (Basic mo	ode)	Automatic, Up to three points calibration, 5 standard buffers available	
	iI. Calibration (Standard mode)		Automatic, up to 5 points Calibration, 7 standard buffers available and two custom buffers	

h.	Temperature compensation		Automatic, -5.0 to 100.0 °C (using integral temperature sensor)
i.	Electrode Diagnostics		Standard mode: probe condition response time and out of calibration range
j.	mV pH:		Range ± 1000 mV
k.	Resolution:		0.1 mV
ax.	Accuracy		(@ 25°C) ± 0.2 mV
	ORP Range:		± 2000 mV
all.	ORP Resolution		0.1 mV
n.	ORP Accuracy		0.2 mV
•	Temperature: Range		-20.0 to 120.0 ℃
p.	Temp Resolution		0.1 ℃
q.	Accuracy		± 0.5 ℃
1. Orb	oital Shaker:		
a.	Type of shaking	Oı	rbital
b.	Orbital Dimensions (W x D)	35	50 x 350 mm approx
c.	Orbital Speed range (rpm)	10	to 300 rpm, 1 rpm solution
d.	Orbital stroke	20) mm

e.	Orbital max load	10 Kgs
a.	Controller (Orbital)Type	Digital fuzzy controlled with capacitive touch button & jog dial.
b.	Timer	99 hr 59 min by 1 min solution.
c.	Display	Full size digital back light LCD display
d.	Switch	Independent on / off
e.	Program Function	6 preset programs, 10 step for each program.
f.	Type of Shaking	Orbital
g.	Platform Dimensions (W x D)	350 x 350 mm approx
h.	Universal flask holder platform (W x D)	370 x 370 mm approx
i. S	afety Device	Over Load Protection Over Current Protection
j.	Plug configuration	CEE 7/7 Schuko or BS 1363
k.	Motor type	Brushless DC Motor
ax.	Motor Power	45 Watt
all.	Motor Rotating direction	Clockwise
n.	Material Body	ABS

•	Material platform	Aluminium/ Steel					
. Tem	Temperature And Humidity Climatic Chamber						
a.	Chamber volume	Capacity 150 liters					
b.	Inner dimension	(WXDXH) 500x500x600 mm					
c.	Outer dimension	(WXDXH) 1030x905x1505 mm					
d.	Number of shelves position	Included 2EA					
e.	Number of shelf position	19 EA by 25mm Spacing					
f.	Heating	Force air convection					
g.	Cooling	CFC Free Air Cooled Compressor					
h.	Control (basic) humidity climatic	JSC-950 5.6inch TFT-LCD touch Screen					
i.	Temperature range	-20 °C - + 150 °C without humidification					
j.	Accuracy	± 0.2 °C at + 20 °C					
k.	Uniformity	± 0.7 °C at + 20 °C					
ax.	Sensor	Humidity And Temperature Module					
all.	Humidity Range	35% - 98% RH					
n.	Accuracy	± 0.3 % at 60% RH					

•	Uniformity	± 1.0 % at 60% RH	
p.	Sensor	Humidity And Temperature Module	
q.	Safety	Over-Temperature Cut-Off Low water level Cut-Off Over Current Cut-Off	
r.	Material	Body : Epoxy Powder Coated Steel Chamber : Stainless Steel 304	
s.	Electrical Requirement	220 ± 10% VAC, 50/60Hz, 1-Phase	
t.	Heater Capacity	4.5 kW	
u.	Power Rating	25.0 amps	
v.	Plug Configuration	30 AMP	
w.	Perforated Shelf: 2 EA	Stainless Steel 304	
x.	Shelf Support 8 EA	Yes	
y.	Instruction Manual 1 EA	Yes	
z.	Warranty Card 1 EA	Yes	
AND	DATORY ACCESSORIES	OR EQUIVALENT	

3.

Following accessories (or equivalent as per the offered model) necessary for complete functionality of the equipment are mandatorily required:

<u>Chromium VI</u>					
1.	01 x Equipment				
2.	Filtration Assembly & Purging				
3.	Glassware Used In Chromium VI (Original Pyrex) to make equipment fully operational				
4.	Chemicals used in Chromium VI				
5.	Calibration Certificate				
a. <u>Spec</u>	<u>trophotometer</u>				
1.	01 x Equipment				
2.	UV-Win software for T80+Spectrophotometer.				
3.	Laptop with equipment supporting configuration				
b. Temperature And Humidity Climatic Chamber					
1.	01 x Equipment				
c. <u>Orbital Shaker</u>					
1.	01 x Equipment				
2.	Motor Brush less DC Motor, 45 Watt, Clock wise rotation.				
3.	Controller				

4.	ACCEPTABLE MAKES & MODEL	
	Equipment from UK/USA/EU/Japan/China or equivalent.	
5.	PROVISION OF SPARES/ CONSUMABLES	
	Supplier is to provide all spares/ consumables required for scheduled maintenance/ operation for 01 year operation of the equipment (list is to be provided with the proposal)	

13. Special Note.

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

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

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

General Requirements/Conditions

ANNEX 'B' TO

<u>Indent No. 2190386</u>

Indent Date. 2021-10-15 00:00:

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
1	"To ensure timely and correct supply of Stores, the firm will furnish an irrevocable and un-conditional Performance BG within 30 days of signing of contract from a scheduled bank for an amount equal to 10% of the total value of the contract (on judicial stamp paper) of appropriate value as per prescribed format. It shall remain in force till 60 days beyond the DP stipulated in the contact.		
2	DOCUMENTATION The firm shall provide two sets of following original documents (in English) for each system: a. Operator manuals covering comprehensive operating instructions alongwith CDs. b. Maintenance manual as provided by the OEM c. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/spares. List of fast moving items may also be provided.		
3	BUY BACK The seller will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Buyer, within 05 years from the final acceptance of the equipment/ system.		

S.No	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
4	The consignee will render a discrepancy report to all concerned within 30 days after receipt of Stores / Services for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost at consignee's warehouse within 30 days.		
5	COMPENSATION ON 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 defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by contractor/ seller in Government treasury in the currency of contract.		
6	The supplier before making the shipment will carry out complete test of the equipment at his facilities to ensure that the same has been manufactured as per the specifications. However, the buyer within, 30 days of its receipt will carry out inspection and test/trials. In case the equipment does not pass the test/trials, the buyer has the right to out rightly reject the equipment or impose penalty at the rate of 5% of the value of the relevant equipment item. The penalty shall not absolve the supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be addition to other penalties and obligations covered in the contract like warranty/ guarantee obligations on form DPL-15.		

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
7	INTEGRITY PACT The supplier undertakes to incorporate a standard		
	specimen of integrity pact given at Appendix 2 into the contract prior contract signing.		
8	TERMINATION OF CONTRACT		
	a. If at any time during 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 contract price and terms of such stores goods/ services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.		
	b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:		
	 (1) To have any part thereof completed and take the delivery thereof at the contract price or. (2) 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. (3) 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.		

<u>S.N</u>	lo and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
9	The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.		
10	ADDITIONAL PURCHASE OEM/ supplier is to be provide an undertaking that in case purchaser wishes to buy additional quantity/ number of stores within next 12 months after the completion date of the contract, the supplier will provide the equipment at the same cost. The supplier may however sell stores at a lower cost.		
11	LIQUIDATED DAMAGES (LD) Liquidated damages upto 2% but not less than 1% per month or a part of month 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 delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.		
12	ARBITRATION Parties shall make their attempt in all disputes arising under this contract through friendly discussion in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress toward settlement of dispute (s) at any time, then such party may write notice to the other party referring the dispute (s) to final and binding arbitration as below:		

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
	a. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they don't agree a judge of superior court will be requested to appoint the umpire. The arbitration proceeding shall be held in Pakistan and under Pakistani Law.		
	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.		
	c. The arbitration award will be firm and final.		
	d. In the 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.		
13	SPARES		
	a. OEM/Seller is to ensure minimum 10 years repair supportability of the equipment provided under this contract.		
	b. OEM/Seller is to certify that it will provide after sales services for repair/maintenance even after warranty period.		
	c. OEM/Seller is to provide all updates (including software updates) to the components data library of the equipment upgraded by the OEM from time to time.		
	d. OEM/Seller is to assist PN in obsolescence management of parts/components and continuously share all relevant information throughout life cycle of the equipment.		
14	OBTAINING OF LICENSES		
	It is the responsibility of the supplier to obtain licenses/ permits etc (if any) in the seller's country. Failure to obtain the same shall not constitute		

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
	grounds for Force Majeure.		
15	In case of discontinuation of production of any component part as result of obsolescence of development of upgraded version, the seller is to inform the buyer at least one (01) year in advance. The seller will ensure the provision of such components/ parts as demanded by the buyer prior discontinuation of the production and shall also provide alternate for such components / parts in case the original is not available.		
16	a. Supplier in his "Offer / Quotation" is to clearly state whether equipment will be supplied directly from relevant OEM or OEM's Authorized dealer/Agent/Stockiest. b. In case the equipment is being sourced through OEM's Authorized dealer/Agent/Stockiest, a documentary proof to this effect comprising OEM's Dealership Certificate in respect of Authorized dealer/Agent/Stockiest is to be provided by the supplier with following endorsements along with technical offer: (i) Certificate reference number with date. (ii) Name of the Authorized dealer/ Agent/ Stockiest. (iii) Last date/duration/period for validity of dealership.		
17	 a. The equipment will not be acceptable in case of the following: (1) Equipment Specifications are not as per Annex 'A'. (2) Documentation at para 6 (a to c) of Annex 'B 		

S.N	o and De	<u>escription</u>	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
	Annex (4) mainter not prov (5) Annex (6) commis of end trecomm (7) is not sa docume b. signed	Para 8 (a to g) "certification requirement" at B' are not met. Spares/Consumables required for operation/nance for 01 years at para 4 of Annex 'A' are vided. Training is not conducted as per para 7 of		
18	PAYME	INT TERMS		
	a. by DP (As per DPP&I-35 revised 2019 or as decided (N).		
	b.	60% payment on completion of following:		
	b)	Delivery at Karachi along with accessories Joint inspection Provision of all documents		
	complete equipments all spec	20% payment on completion successful tion of installation / commissioning of ent / machinery at purchaser site complying cifications / acceptance criteria and issuance acceptance certificate by end user.		
	operato issuanc e.	20% payment on satisfactory conduct of or & maintainer training of PN team and see of CRV by consignee. Issuance of EIUC (End item Utilization ate) by PNCTA.		

S.N	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
19	PACKING		
	Packing of equipment should be as per applicable Military Standards		
20	WARRANTY/GUARANTEE		
	a. Supplier is to guarantee that product is as per specs of the contract.		
	b. Complete equipment including accessories are to be warranted by the supplier for a period of 01 year, for all defects from the date of final acceptance by PN.		
	c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are not procured directly from OEM or his authorized dealer/ agent/ stockiest will not be acceptable.		
	d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.		
	e. Post delivery, the supplier will replace DDP at consignee's warehouse without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection.		
	f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN.		

<u>S.N</u>	lo and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
21	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 of the supplier in accordance with DPP&I-35 revised 2019.		
22	PRICE VARIATION		
	Prices offered will be firm and final.		
23	ORIGIN OF SUPPLY		
	Supplier in his "Offer/ Quotation" is to specifically mention a country of origin for the stores which will be subsequently endorsed In the 'Contract'. Origin of the equipment should be imported from (other than India and Israel) with OEM CoC.		
24	TECHNICAL REJECTION		
	In case of non-compliance to any of the clause of Annex 'A' to IT, offer is subject to technical rejection.		
25	QUALITY STANDARDS		
	The equipment and other deliverables of contract are manufactured and assembled in accordance with British/ US MIL Specifications/ EU standards or equivalent. The Quality standards compliance certificate is to be submitted with the technical offer.		
26	CONSIGNEE		
	The Commanding Officer Naval Stores / Services Depot at PN Dockyard KARACHI		
27	AMENDMENT IN THE CONTRACT		
	Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties.		

<u>s.</u>	No and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
28	LOGISTIC SUPPORT Manufacturer/ OEM/ Supplier to certify that the spares will be available to support the supplied equipment for at least 10 years.		
29	DELIVERY SCHEDULE		
	The equipments /stores /accessories / tools are to be delivered within 06 months from the date of signing of contract on FOR/ DDP Karachi basis.		
30	INSTALLATION/COMMISSIONING		
	Installation/ commissioning and STW of the system/equipment to be arranged within 30 days of supply of equipment by the supplier through OEM or their authorized rep at PNCTA.		
31	SECRECY The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. In this regard 'Non Disclosure Agreement (NDA) as per format at Appendix 1 is to be signed by the firm at the time of signing of contract.		
Su G Fo af su th tir ha m	FORCE MAJEURE ne supplier shall not be held responsible for any delay occurring in apply of equipment due to event of Force Majeure such as acts of od, war, riots, civil commotion, Pandemic, strike, lockouts, Act of preign Government and its agencies and disturbance directly fecting the supplier and events or circumstances on which the applier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same ne-frame about the discontinuation of such circumstances/appening in writing. Non-availavility of raw material for the anufacture of stores or of export permit for the export of the ontracted store from the country of its origin shall not constitute rice majeure.		

S.N	lo and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
b. the due periope	The supplier shall provide the purchaser with all the necessary of of the occurrence of the events and its effect on the contract formance within 15 days from the start to force majeure event. The purchaser shall be entitled to conduct investigation into cause of delay reported by supplier. 39.4. Where the delay was to genuine force majeure event it shall extend the delivery for a od equal to the period in which such force majeure remains rative. Such extension in delivery period, due to force majeure, shall entitle the supplier to claim any extra cost from the purchaser.		
33	END USER		
	PNCTA/CINS		
34	CERTIFICATE OF CONFORMANCE BY OEM		
	Firm / Supplier shall provide correct and valid e-mail and Fax No. to CINS and DP(N). Supplier/ Contracting firm shall either provide OEM Conformance certificate to CINS or is to be e-mailed to CINS under intimation to DP(N) hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies / Firms rendering false OEM Conformance certificate will be black listed.		
35	CERTIFICATION REQUIREMENT AT THE TIME OF INSPECTION a. Firm/ supplier shall provide correct and valid e-mail and fax No. to CINS and DP (N). Supplier/ contracting firm shall either provide OEM conformance certificate to CINS or is to be e-mailed to CINS under intimation to DP (N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/ firms rendering false OEM conformance certificates will be black listed. b. Stores/subassemblies/parts being supplied are not from Israel and India.		
	c. Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores.		

<u>S.N</u>	lo and D	escrip	<u>tion</u>	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure	
		s specified in th	ication. e offer)	icate for conformance of 100% (any deviation to be clearly will be provided at the time of		
	e. docum			provide following time of inspection;		
	"DPL-	(1) 15" for items.		Warranty/Guarantee on form nality/ serviceability of the		
		(2) indicat		"Certificate of Conformity" following;		
	equipm	nent.	(a)	Pattern/Part number of		
	along v	along with	(b) quanti (c) (d)	Description of equipment by. Date/ period of manufacturer S. No/ Batch No/ Lot No embossed engraved on the		
	equipm		(e) specifi	Conformance to standards/cations quoted in I.T		
		(3)	OEM t	est certificate		
	OEM is mention case of	andards to be point to the	s certifie provided ISO cla tandards	or own country's (in case of ed. Certificate to this effect of d by supplier while exact ssification and own country (in s, at the time of supply/nent at NSD.	ו	
	g. OEM's 'Certificate of Conformity' originating from 'Principle' who is neither the OEM nor the OEM's authorized dealer/ agent/ stockiest will not be acceptable.					
36	COUR	T OF JU	JRISDI	CTION		
	contrac Court, higher	ct elect or prefe court, s	ation arists to the ers an a such ma			

<u>S.N</u>	o and Description	Firm's Reply (Compiled) Partialy Compiled/Not Compiled	Reference to attached Firm's proposal/Bro chure
37	TRAINING (OPERATOR / MAINTAINER)		
	05 x days OJT for 05 personnel of PNCTA to be arranged by the supplier from OEM trained staff at unit premises without any additional cost, so that trained personnel are capable of:		
	 a. Operating equipment to its full capabilities, while ensuring all safety aspects of equipment. b. Carryout operator level maintenance routines. 		
38	SUBLETTING		
	The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.		
39	JOINT INSPECTION COMMITTEE		
	A joint Inspection committee comprising reps from CINS, PNCTA and NSD will carry out joint inspection of delivered equipment/ stores at NSD within 15 days of receipt of stores.		
40	Not Applicable		

DI -3		
Tender No . <u>R.2</u>	111310232	Name of the Firm
То:		
Door Sir 4 I/M	Directorate of Procurement (N through Bahria Gate Near SN Center, CDA Market at Naval Residential Complex Sector E-8, Islamabad Tele: 051-9262310 Email: dpn@paknavy.gov.pk	IDŚ
the tender inquagainst the sai withdrawn or all shall be bound understood the 2019) included Defence Purc specifications/d stores required	iry or such portion thereof as id schedule and further agree tered in terms of rates quoted at by a communication of accellinstructions to Tenders and Gellin the pamphlet entitled, Gohase) "General Conditions trawings and/ or patterns quoted	e Director of Procurement (Navy) the stores detailed in schedule to you may specify in the acceptance of tender at the prices offered at that this offer will remain valid up to 120 day and will not be and the conditions already stated therein or on before this date. I/we otance to be dispatched within the prescribed time. 2. I/We have eneral Conditions Governing Contract in Form No. DDP&I (Revised-overnment of Pakistan, Ministry of Defence (Directorate General Governing Contracts" and have thoroughly examined the d in the schedule hereto and am/are fully aware of the nature of the stores strictly in accordance with the requirements. 3. The following his tender:
		YOURS FAITHFULLY,
		(SIGNATURE OF TENDERER)
		(CAPACITY IN WHICH SIGNING) ADDRESS:

SIGNATURE OF WITNESS......ADDRESS.....

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

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

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

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