Tender Covering Form

<u>Directorate of Procurement (Navy)</u> Through Bahria Gate

Near SNID Center, Naval Residential Complex, E-8, Islamabad Contact: Reception 051-9262311. Bahria Gate 0331-5540649. Section

Conta	ici. Neception 031-3202311, Danila Gate 033	1-3340043, 360		
Tender N	lo & Date			
Tender D	Description			
IT Openi	ng Date			
Firm Nar	me			
Postal A	ddress			
Email Ad	Idress for Correspondence			
	Person Name			
	Number (Landline)			
	ents to be attached with Quotation			
Firm is t	o submit its proposal in a sealed envelope what is a sealed envelope what is a sealed envelope what is a sealed envelope.	ich shall conta	in 03 x Sealed	
	Envelop 1 – Technical Offer in Duplicate			
	velope must contain 02 x sets of Technical Offe			
	following documents as per this order and Supple documents have been attached:	olier is to mark	tick ✓ against e	ach to ensure
S No	Document		Original Set	Copy Set
1.	Bank Challan		Original Cot	Сору Сог
2.	Principal Authorization Letter (where applicable	e)		
3.	Principal Invoice (Muted – without Price) (wher			
4.	DP -1 Form of IT (with compliance remarks)	7		
5.	DP - 2 Form of IT with compliance remarks	against each		
	clause of the Annex A)			
6.	6. Technical Offer / Specs			
7.	Annex A of IT (with compliance remarks)			
8.	Annex B & C of IT (with compliance remarks)			
9.	DP-3 form of IT (dully filled & signed)			
10.	DGDP Registration Letter (If firm is registered	with DGDP)		
11.	Tax Filling Proof			
<u>Sealed</u>	Envelop 2 – Earnest Money			
	This Envelop must contain Earnest Money only	/.		
Sealed	Envelop 3 – Commercial Offer			
	This Envelop must contain following document	s:		
1.	Firm's Commercial Offer	01 x Original		
2.	Principal Invoice (where applicable)	01 x Original		
3.	Dully filled DP-2 Form of IT	01 x Original		

Firm's Declaration

	lt	is	cert	tified	l tha	ıt we	ha	ve	sub	mitte	d 1	tender	in	complia	nce	with	ab	ove
instruc	ction	าร	and	we	unde	erstar	nd th	nat	our	offer	is	liable	to	rejection	if t	ender	is	not
prepai	red	/ pa	acke	d as	per	above	e ins	tru	ction	S.								

Firm's Authorized Signatures

DIRECTORATE PROCUREMENT (NAVY)

	Tender No Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk		
M/s			
	Date		
INVITATION TO TENDER AND GEN	ERAL INSTRUCTIONS		
Dear Sir / Madam,			
2. <u>Caution</u> : This tender and to the successful bidder is governed PPRA Rules-2004 and DPP&I-35 (F conditions of contracts laid down by I incumbent upon you and your firm to 2004 (www.ppra.org.pk) and DPP&I-3	subsequent contract agreement awarded by the rules / conditions as laid down in Revised 2017) covering general terms & MoDP / DGDP. As a potential bidder, it is a first acquaint yourself with PPRA Rules (Revised 2017) (print copy may be	Understood agreed	Understo
participating in the tender. If your firm as well financial capability, you mus DGDP to qualify for award of contr	Cell on Phone No. 051-9270967 before a / company possesses requisite technical at be registered or willing to register with ract, which shall be made after security registration documents mentioned in Para		
this I/T (Invitation to Tender) i.a.w PP entered into between the parties in Directorate General Defence Purchaccordance with the law of contract A Purchase Procedure & Instructions	racts. The 'Contract' made as result of RA Rules 2004 shall mean the agreement i.e. the 'Purchaser' and the 'Seller' on hase (DGDP) contract Form "DP-19" in Act, 1872 and those contained in Defence and DP-35 (Revised 2017) and other ded to given contract for the supply of herein.	Understood agreed	Understo
4. Delivery of Tender. The ter commercial offers are to be furnished	nder documents covering technical and as under:-	Understood agreed	Understood not agreed

- a. <u>Commercial Offer.</u> 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. <u>Technical Offer: (Where Applicable).</u> Should contain all relevant specifications in <u>DUPLICATE</u> (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

Understood

agreed

Understood

not agreed

agreed

Understood

not agreed

S.No	Technical requirement a per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	PC of NC i.e. Refer to page or	enclosed proof

(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. <u>Special Instructions.</u> 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.
- 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 envelops 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 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. <u>FORM DP-1, DP-2, DP-3 and Questionnaires.</u> Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be	Understood agreed	Understo
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.		
f. The tender duly sealed will be addressed to the following:-		
Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk		
5. <u>Date and Time For Receipt of Tender.</u> 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. <u>Tender Opening</u> . 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 Technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.	Understood agreed	Understood not agreed
b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.		

8. Part Bid. Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.	Understood agreed	Understood not agreed
9. Quoting of Rates. Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).	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 firm's name from our future distribution list of invitation to tender. 	Understood agreed	Understood not agreed
b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.		
c. It is a standard practice to invite all firm(s) including those 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.		
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.	Understood agreed	Understood not agreed
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:	Understood agreed	Understood not agreed
 a. Proof of firm's financial capability. b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. 		
c. Principal/Agency Agreement.d. Registration with DGDP (Provisional Registration is mandatory)		
13. <u>Treasury Challan.</u>		
E	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	Attached	Not
a Pay Order/Demand Draft/Call Deposit Receipt (CDR) in favor of CMA		Attache
(DP), Rawalpindi for the following amounts:-		
a. Rates for Contract. The rate of earnest money and its maximum		

- (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.2M
- (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.2M
- (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4M
- (iv) <u>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/ insufficient in violation of IT condition.

b. Return of Earnest Money

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

15.	<u>Documents for provisional registration:</u>	In	case	your	firm	wins	а
contra	ct on Earnest Money (EM), it will deposit follow	wing	g doc	umen	its to	DGD	P
(Regis	tration Section) before the award of contract for	pro	ovisio	nal re	gistra	ation:	-

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.

Understood agreed	Understood Not agreed

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. <u>Inspection Authority.</u> CINS, Joint Inspection will be carried out by NS, Consignee & Specialist User or a team nominated by Pakistan Navy.	Understood agreed	Understood not agreed
nspection shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per erms of the contract.		
17. <u>Condition of Stores.</u> Brand new stores will be accepted on Firm's 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.

General Sales Tax (1) (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. Agent commission/profit, if any. (iv) expenditure/cost/service/remuneration (v) Anv as asked for in the tender. 19. Rejection of Stores/Services. The stores/services offered as a result Understood Understood agreed agreed of contract concluded against this tender may be rejected as follows: 1st rejection on Govt. expense a. 2nd rejection on supplier expense b. 3rd rejection contract cancellation will be initiated. C. 20. Security Deposit/Bank Guarantee. To ensure timely and correct Understood Understood agreed not agreed supply of stores the firm will furnish an unconditional Bank Guarantee (BG) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CDR/Bank Draft/Pay Order. 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. There shall be "zero tolerance" against bribes, gifts, Integrity Pact. Understood Understood agreed not agreed 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: Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk 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

Variable business overheads like taxes and duties imposed

by the federal/provincial government as applicable:-

to, **PERMANENT BLACKLISTING** of firm / company through DGDP and

legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.

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

22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of	Understood agreed	Understood not agreed
delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).		
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	Understood agreed	Understood not agreed
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.		
24. <u>Amendment to Contract.</u> Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement	Understood agreed	Understood not agreed
by the supplier and the purchaser; such modification shall form an integral part of the contract.		
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 about are to be made good by the cumplier	Understood agreed	Understood not agreed
consignment. The quantities found short are to be made good by the supplier, free of cost.		
26. Price Variation.		
 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	Understood agreed	Understood not agreed
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.

27. **Force Majeure.**

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

Understood	Understoo
agreed	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. <u>Arbitration.</u> 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 biding arbitration as provided below:
- Understood Understood agreed 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. <u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.	Understood agreed	Understood not agreed
30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DR 35. if the stores supplied after the axis of the delivery data without	Understood agreed	Understood not agreed
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.		
31. Risk Purchase. In the event of failure on the part of supplier to	Understood agreed	Understood not agreed
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	Understood agreed	Understood not agreed
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.		
33. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.	Understood agreed	Understood not agreed
34. <u>Termination of Contract.</u>	Understood	Understood
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.	agreed	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	Understoon not agree
request, but justification for grounds is not required as per 1.1 177 (Tale 66 (1)).		
36. Application of Official Secrets Act, 1923. All the matters	Understood agreed	Understood not agreed
connected with this enquiry and subsequent actions arising there from come		C
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.		
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.	Understood agreed	Understood not agreed
WWW.PPRA.ORG.PK		
38. <u>Disqualification.</u> Offers are liable to be rejected if:-		
a. Received later than appointed/fixed date and time.	Understood	Understood
b. Offers are found conditional or incomplete in any respect.	agreed	not agreed
c. There is any deviation from the General /Special/Technical		
Instructions contained in this tender.		
d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed,		

Treasury challan is NOT attached with the offer. Multiple rates are quoted against one item.

Taxes and duties, freight/transportation and insurance charges

NOT indicated separately as per required price breakdown mentioned at

are NOT received with the offers.

Para 17.

f.

g.

- Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- Subject to restriction of export license.
- Offers (commercial/technical) k. containing non-initialed/ unauthenticated amendments/corrections/overwriting.
- If the validity of the agency agreement is expired. Ι.
- The commercial offer against FOB/CIF/C&F tender is quoted in m. local currency and vice versa.
- Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- Earnest money is not provided.
- Earnest Money is not provided with the technical offer (or as q. specified).
- If validity of offer is not quoted as required in IT or made subject to confirmation later.
- Offer made through Fax/E-mail/Cable/Telex.
- If offer is found to be based on cartel action in connivance with t. other sources/ participants of the tender.
- If OEM and principal name and complete address is not mentioned.
- Original Principal Invoice is not attached with offer.
- Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the 39. decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

Understood agreed	Understood not agreed

S.No.	Category of Appeal	Limitation Period
a.	Appeals for liquidated damages	Within 30 days of decision
b.	Appeals for reinstatement of contracts	Within 30 days of decision
C.	Appeals for risk & expense amount	Within 30 days of decision
d.	Appeals for rejection of stores	Within 30 days of decision
e.	Appeals in all other Cases	Within 30 days of decision

Limitation. Any appeal received after the lapse of timelines given in 40. para 39 above shall not be entertained.

Understood	Understoo
agreed	not agreed

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	Understood	
agreed	not agreed	

42. Firms which are not registered with DGDP should initiate provisional registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:

Understood	Understoo		
agreed	not agreed		

NTN a.

	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
	ĥ.	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
		2 X Witness + CNIC and Mobile Numbers
	p.	Police Verification
	q.	
		Agency Agreement OEM Certificate
	S.	ISO Certificate
	t.	
	u.	Stock List with value
	٧.	Company Profile/Broachers
	W.	Employees List
	Х.	Firm Categories
	у.	Sole Proprietor Certificate
		Partnership Deed
		Pvt Limited
		Memorandum of Articles
		Form 29 and Form A
	ad.	Incorporation Certificate
provisi	d" sha	olemnly undertake that all IT clauses marked as "Understood & "Understood agreed not agreed agreed" understood agreed not agreed not agreed accepted shall form the baseline for subsequent contract [1]
44.	The ab	pove terms and conditions are confirmed in total for acceptance.
45. B.	Forma	t of DPL-15 (warranty form) and PBG are enclosed as Annex A &
		Sincerely yours,
		(To be Signed by Officer Concerned)
		Rank: Name:

DPL-15 (WARRANTY)

FIRM'S NAME: M/s	j		

- 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 <u>01 Year</u> after the acceptance of stores by the end user

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

SIGNATURE
DATE
PLACE

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

	(i)	Contract No	dated
	(ii)	 Name of	
Firm/	Contra	ictor	
	(iii)	Address of Firm/Contractor	
	(iv)	Name of Guarantor	
	(v)	Address of Guarantor	
	(vi)	Amount of Guarantee Rs.	
	(-
_)	(II)		(in words)
Guar	(vii) antee_	Date of expire of	
	To: Cont		Republic of Pakistan through the (Defence Purchase) Rawalpindi.
	Sir,		
	1.	Whereas your good self ha	ve entered into Contract No.
		d with	
	Mess	ser's	
	the C		comer and that one of the conditions of unconditional Bank Guarantee by our
	2. agree	In compliance with this stip e and undertake as under: -	ulation of the contract, we hereby
	a. refer	. , ,	nally on demand and/or without any amount not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your
	writte	en Demand Notice.	as would be inclinioned in your
	h	To keen this Guarantee in f	orce 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
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)

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

IVIr	Autnorized signatory
	, do hereby solemnly affirm to
	r) and Directorate General Defence Purchase
Ministry of Defence Pro	oduction, Rawalpindi that our firn
M/s	has applied for registration with Directo
General Defence Purchase (DGI	OP) duly completed all the documents required
by registration section on	(date) i,e before signing the contract.
certify that the above mentioned	statement is correct. In case it is detected or
any stage that our firm has not	applied for registration with Director Genera
	given above is incorrect, our firm will be liable
	e debarring, the firm do business with othe,
	t Agencies). I also accept that any disciplinar
action taken will not be challenge	d in any Court of Law.
	O'ana a tama
0:	Signature
Station:	
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No <u>DCM/1690411/B-1701/320491/RE</u> dated ______ This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>05-10-2021</u>. Please drop tender in the Tender Box No <u>202</u>.
- 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. Please tick the prescribed IT instructions and confirm complied or not complied in the column given in front of each instruction.
- 4. You are requested not to use ink of any color other than black and there should be no writing/ overwriting except in the column/columns specified for that purpose.
- 5. Any overwriting will result in rejection of offer.
- 6. 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 NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
1.	Wire Cutting Machine			
	Detailed Technical Specifications At Annex "A"	01 No		
2.	EDM Cutting Machine (DIE Sinking)	04 No		
	Detailed Technical Specifications	01 No		
	At Annex "A"			
3.	Pneumatic Tools For Air Compressor (5 Inch Angle Grinder, Pistol Grip Pneumatic Drill and Pneumatic Impact Wrench	01 No		
	Detailed Technical Specifications At Annex "A"			
	AND DUTIES		No	
	s, duties and import/export license fees payable in 's country or any other country en-route shipment other			
	kistan shall be paid by Supplier.			
	down of the duties and taxes is to be given separately in			
	edule of stores. The purchaser shall only re-imburse the			
	f stores to the firm/supplier through CMA (DP). All le duties/taxes shall be paid by MoD centrally to FBR.			
αρριισαο	Grand Total			

TERMS & CONDITIONS

- 1. **TERMS OF PAYMENT** As per Annex 'B' (Para –2) of IT
- 2. ORIGIN OF STORES Imported with OEM COC
- 3. **ORIGIN OF OEM** To be indicated by the firm
- 4. <u>TECHNICAL SCRUTINY REPORT</u> Required
- 5. **DELIVERY PERIOD 06 x months**
- 6. TRADE LINK BETWEEN FIRM AND OEM
- 7. **CURRENCY** US Dollars
- 8. BASIS FOR ACCEPTANCE CIF Basis
- 9. <u>BID VALIDITY</u> 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 as per original offer) i.a.w PPRA Rule-26.
- 10. <u>TENDERING PROCEDURE</u> Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 (b) refers.
- 11. <u>EARNEST MONEY/TENDER BOND</u>:- Your tender must be accompanied by a **Pay Order/Demand draft/Call Deposit Receipt (CDR)** in favor of CMA (DP) in separate envelope, Rawalpindi for the following amounts:
 - a. **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. 0.2 M
 - (ii) REGISTERED/PRE-QUALIFIED BUT UN-INDEXED FIRMS. 3% of the quoted value subject to maximum ceiling of Rs. 0.2 M.
 - (iii) UNREGISTERED/NOT PRE-QUALIFIED/UN-INDEXED FIRMS. 5% of the quoted value subject to maximum ceiling of Rs. 0.4 M
 - (iv) <u>SUBMITTING IMPROPER EARNEST MONEY</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/ insufficient in violation of IT condition.

b. **RETURN OF EARNEST MONEY**

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

13. **SPECIAL NOTE**

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

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial 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 active Tax payers 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. Tender Opening Board is authorized to check earnest money. AUTHORIZATION LETTER IS MANDATORY FORM YOUR PRINCIPAL FIRM AT THE TIME OF PARTICIPATION IN TENDER.
- h. Under taking on stamp paper w.r.t adequacy of submitted earnest money is also be enclosed.
- j. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- k. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each

para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.

I. 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: <u>In Case Of Failure To Comply Above Instructions, Terms And Conditions,</u> Offer Will Liable For Rejection..

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S No		DETAIL TECHNICAL SPECIFICATION	FIRMS REPLY/ REMARKS
1.	MAC	WIRE CUT EDM (ELECTRICAL DISCHARGE MACHIING) CHINE Model DK7732 Standard-Type of Jiangsu Sanxing hinery Manufacture Co., Ltd, China.	
		machine should have following components and specifications:	
2.	Star	ndard Composition and specification	
	a.	<u>Dimensions:</u>	
		 Worktable Size (LxW) 576x366mm Worktable Travel (XxY) 320x400 mm With <u>Standard Accessories</u> 	
		 Earth Screw Rocking Handle Pcs Regulation Handle Water Guard Filament Tightener Clamping Apparatus Vertical Meter Guide Wheel Disassembly Tool Mo Wire Emulsification Soap Qualification Certificate Packing List Warranty Vests 1 Pcs 3 pcs 1 roller 2 pcs 1 sheet 1 sheet 1 sheet 	
	b.	Equipment Feature:	
		 The five-axis CNC system is based on Windows XP system With a comprehensive set of tools and accessories With a standing stock all necessary supplies It provides NC remote services 	
	c.	Standard Accessories	
		 Standard configuration: Step motor Master screw Bearing: Harbing V shape bearing steel guide rail Cooling system Frequency changer adjustment device Software: Autocut software, Vertical control box: ordinary computer, LCD screen Taper cutting device 	

	11. Documents: provide all English version operational manual and relevant documents
	Control cabinet.
.	1. Autocut software.
	2. Graphically programming and vector programming.
	3. 3B,G codes compatible, communicating with
	microprocessor.
	4. DXF, AUTOP graphic document, CAD charater library
	document.
	5. Hard disk with big processing and storage capacity.
	6. Return, retreat and stop functions for graphing ordinary
	curves.
	7. Simultaneous indication of processing tracks and data,
	power-off memory function.

S No		DETAIL TECHNICAL SPECIFICATION	FIRMS REPLY/ REMARKS
1.		I (ELECTRICAL DISCHARGE MACHINING) DIE SINKING CHINE MODEL SX-350 OF Jiangsu Sanxing Machinery ufacture Co., Ltd, China.	
	The	machine should have following components and specifications:	
2.	Stan	dard Composition and specification	
	а)	 Specifications: Max. load of Z axis: 50 kgs Max. load of worktable: 700kgs Power: 5 KW Max. output current: 50A Max. work efficiency: > 450mm3/min 	
	b)	<u>Dimensions:</u>	
		 i. The movement of Axes 1. Travel (X-axis): 350 mm 2. Travel (Y-axis): 250 mm 3. Travel (Z-axis): 180+200 mm 	
		ii. Worktable1. Worktable dimension: 650 x 400iii. Oil Tank	
		 iii. Oil Tank 1. Oil tank dimension: 1080 x 580 x 350mm iv. Other Parameters 1. Machine dimension: 1460 x 1490 x 2230 	
	c)	Standard Accessories	
		1. Translatory head 2. Magnetic disk	
		3. Oil tank	

	4. Fire Extinguisher5. Digital Reader	
d)	Power Supply 1. 50Hz — 220V	

No	_	NICAL SPECIFICATION		FIRMS REPLY/ REMARKS
	PNEUMATIC TOOLS FOR AIR COMP	RESSOR.		
	Following tools and accessories are red			
	Standard Composition and specification	<u>tion</u>		
	Description	Part Number	Qty	
	a. 5 inch Angle Grinder	GA2408125	1	
	(1200 RPM, 035 Kw):			
	(1). Hose - 30m coil	PVC10	1	
	(2). Coupling to be connected to tool nozzle	EQ08 with H10	1	
	(3). Nipple Male Connection to tool inlet	ErgoNIP8 with ¼ BSP	1	
	(4). Swiveling coupling to be connected to tool	Multiflex	1	
	(5). Nipple to be connected to hose	ErgoNip08 with H10	1	
	(6). Filter, Regulator, Lubricator	MIDI Optimizer FR/D with ½ BSP	1	
	(7). Coupling to be connected to nipple and FRL	ErgoQIC 08 with ½ BSP	1	
	b. Pistol Grip Pneumatic Drill (5400RPM):	D2112Q - 0.5 - 10mm Chuck	1	
	(1). Coupling to be connected to tool nozzle/nipple	EQ08 with H10	1	
	(2). Nipple Male Connection to tool inlet	ErgoNIP8 with ¼ BSP	1	
	(3). Swiveling coupling to be connected to tool	Multiflex	1	
	(4). Nipple to be connected to hose	ErgoNip08 H10	1	
	(5). Filter, Regulator, Lubricator	MIDI Optimizer FR/D with ½ BSP	1	
	(6). Coupling to be connected to nipple and FRL	ErgoQIC 08 WITH ½ BSP	1	
	c. Pneumatic Impact Wrench 150 (150- 640Nm):	W2216kit	1	
	(1). Coupling to be connected to tool nozzle/nipple	EQ08 with H10	1	

(2).	Nipple	Male	ErgoNIP8 with 1/4 BSP	1
Connection	to tool inlet		_	
(3).	Swiveling	coupling to	Multiflex	1
be conn	ected to tool			
(4).	Nipple to b	e connected	ErgoNip08 with H10	1
to ho	se			
(5).	Filter,	Regulator,	MIDI Optimizer FR/D	1
Lubri	cator		with 1/2 BSP	
(6).	Coupling	to be	ErgoQIC 08 with ½	1
conn	ected to nipp	le and FRL	BSP	

S.No	Details Requirements/ instructions	Firm's Reply/ Remarks
1.	Delivery Schedule The equipment/ stores/ accessories/ tools are to be delivered within 6 x months on CIF basis at Karachi from the date of opening of LC.	
2.	Payment Terms (a). 70% payment upon shipment of stores shall be released on submission of:	
	i. Invoices 02 Copies	
	ii. Packing List 02 Copies	
	iii. Bill of Lading/ Air Way Bill 02 Copies	
	iv. Principal's letter of warranty on DPL- 15 01 Original + 02 Copies	
	(b). 30% Payment shall be released on issuance of CRV upon completion of following:	
	 i. Successful acceptance by JIC (Joint Inspection Committee). 	
	ii. Successful commissioning.	
	iii. Trials of the equipment by OEM/ firm to the satisfactory of the End User.	
	iv. Satisfactory completion of training.	
3.	WARRANTY/ GUARANTEE	
	All contracted stores should meet following provisions:	
	(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.	
	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 not procured directly from OEM or his authorized dealer/agent/stockiest will not be acceptable.	

(c). The supplier is to guarantee that materials used, whether or not of his manufacture conform to the international quality standards for such equipment.

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 or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract.

(d). 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.

4. SOURCE OF SUPPLY

- (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/ stockist.
- In case the equipment is being sourced (b). Authorized Dealer/ through OEM's Agent/ Stockist, a documentary proof to this effect comprising OEM's Dealership Certificate respect of Dealer/ Agent/ Stockist is to be provided bγ the supplier with following endorsements:
 - (i). Certificate reference number with date.
 - (ii). Name of the authorized dealer/ Agent/ Stockist.
 - (iii). Last date/ duration/ period for validity of dealership.

LOGISTIC SUPPORT

Manufacturer/ OEM/ Supplier to certify that the spares will be available to support the supplied equipment for at least 15 years.

<u>DEFECTIVE COMPONENTS/ SPARES –</u> <u>EXCHANGE AND REPLACEMENT/ STANDARD</u> <u>COST</u>

Supplier should provide standard replacement through exchange cost for all the assemblies/ subassemblies for next 05 years, at the time of supply/ delivery of the equipment at NSD. Supplier is to replace defective components/ spares through exchange for next 05 years after the final

28

5.

6.

DOCUMENT ATION

02 Sets of following books and catalogues be provided at the time of supply/delivery of the equipment at NSD:

Operator Manual

- a Operator manual containing
 - (1) Equipment description, operation & specifications
 - (2) Standard illustrated parts list.
 - (3) Operator level maintenance requirements.

Maintenance Manual

- b. Maintenance manual containing:
 - OEM recommended trouble-shooting procedures.
 - (2) Servicing, maintenance, adjustment/test, removal/installation of subassemblies/parts.
 - (3) List of vendors (names/addresses).
 - (4) Illustrated Parts Catalogue (IPC)/ Parts Identification List(PIL).
 - (5) Drawings and PCB Circuit diagram upto component level.
 - (6) List of OEM recommended all applicable scheduled maintenance routines (calibration routines) alongwith periodicity and detailed procedures
 - (7) List of OEM recommended spares to conduct each scheduled maintenance routine alongwith relevant information as mentioned in sub-paraic below.
 - (8) List of OEM recommended tools/test equipment to conduct each scheduled maintenance routine alongwith complete details for identification purposes.
 - (9) Drawings for mechanical and electrical system, assemblies/sub assemblies and components.

Depot List

- Provision of depot level spares list with following details:
 - (1) Part No.
 - (2) Patt No
 - (3) Description
 - (4) Denomination
 - (5) Price
 - (6) OEM/Address, e-mail address, phone, fax & website etc.
 - (7) Special storage requirement, (if any)
 - (8) Shelf life (if any)
- d. Firm will provide 01 set of above documents against IT for study of PN, at the time of TSR.

TRAINING (Operator / Maintainer)

02 x days OJT for 05 personnel of NPEC to be arranged by the supplier/OEM at the unit premises, so that trained personnel are capable of

- (1) Operating machine to its full capabilities, while ensuring all safety aspects of equipment.
- (2) Provision of computer based training CDs/DVDs.
- (3) Carryout all types of maintenance routines.
- (4) Carryout fault diagnosis and rectification upto the module level of the equipment
- (5) Be able to set to work, trial and commission equipment after routine maintenance and repair.
- (6) Training to be conducted prior delivery of stores and receipt of bulk payment by contractor

ADDITIONAL INSTRUCTIONS

Certification Requirement at the time of inspection

a. Supplier/OEM will confirm through OEM certificate at the time of supply/delivery of the equipment at NSD that equipment being supplied is

- b Stores/subassemblies/parts being supplied are not from Israel and India
- Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores;
- d. Supplier certificate for conformance of 100% indents specification, (any deviation to be clearly indicated in the offer) will be provided at the time of delivery of stores.
- e. Calibration certificate traceable to international standards is to be provided by the OEM which is valid at the time of delivery.
- f. Supplier is to provide following documentation at the time of inspection:
 - Firm's Warranty/Guarantee on form "DPL-15" for functionality/serviceability of the item(s).
 - OEM's "Certificate of Conformity" indicating following:
 - (a) Pattern/Part number of equipment.
 - (b) Description of equipment along with quantity.
 - (c) Date/Period of manufacture.
 - (d) Conformance to standards/specifications quoted in LT
 - (3) OEM Test Certificate.
- g OEM be iSO or own country's (in case of Western EU) standards certified. Certificate to this effect of OEM is to be provided by supplier while exact mentioning of ISO classification and own country (in case of Western EU) standards, at the time of supply/delivery of the equipment at NSD.
- h. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockist will not be acceptable.

Additional Purchase

j OEM/supplier is to 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.

Obtaining of Licenses

k. 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 grounds for Force Majeure.

Packing

Packing of equipment should be as per applicable Military Standards.

Joint Inspection Committee

m. A joint inspection committee comprising reps from CINS, NPEC and NSD will carry out joint inspection of delivered equipment/stores at NSD within 15 days of receipt of stores

Origin of Supply

n Supplier in his" Offer/Quotation" is to specifically mention country of origin for the stores, which will be subsequently endorsed in the "Contract". Origin of the equipment should be from UK/USA, TAIWAN, Western EU countries or JAPAN.

Discontinuation of Production

p. 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.

Quality Standards

q. The equipment and accessories are manufactured and assembled in accordance with British/US MII specifications/FU Western standards or equivalent. The Quality standards compliance certificate is to be submitted with the offer

10. Certificate of Conformance by OEM

Firm/supplier shall provide valid e-mail ID and Fax No. to CINS and DP(N). Supplier/contract firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to D(Navy). Hardcopy of COC must following any case through courier. On receipt, CINS shall approach the OEM for verification certificate issued by the OEM Companies/firms rendering false OEM conformance certificates will be blacklisted.

PERFORMANCE BANK GUARANTEE

To ensure timely and correct supply of stores, the firm will furnish an unconditional 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 a judicial stamp paper) at appropriate value as per the prescribed format

ACCEPTANCE CRITERIA

11.

The equipment will not be acceptable in case of the inflowing

- (1) Equipment specifications are not as per Annex 'A'.
- (2) Documentation at para 7 (a to d) of Annex B' not provided
- (3) Training is not conducted as per para 8 of Annex 'B'.
- (4) Para 9 (a to n) "Certification Requirement" at Annex 'B' are not met
- (5) Spares/Consumables required for maintenance/operation for 02 years at para 3 of Annex 'A' are not provided.
- (6) Commissioning is not completed to the satisfaction of end user in accordance with OEM approved/recommended procedures (As mutually agreed).
- (7) Confirmation of performances and functions is not same as given in the contract and relevant documentation/manuals. Additionally supplier is to provide OEMs certified acceptance criteria for testing of the equipment within 02 months after signing of the contract. PN will evaluate the supplied acceptance criteria & amend it as per its experiences as regards to operation & maintenance of equipment within 60 days of receipt of this criteria. The final acceptance certificate will be signed by PN only after successful completion of all acceptance trials to the entire satisfaction of PN.

13 COMMISSIONING

Commissioning and STW of the system/equipment is to be arranged within 30 days of supply of equipment by the supplier through OEM or their authorized rep(s) at PNS JAUHAR.

14. PRICE OF ALL DELIVERABLES

In his quotation the supplier should separately mention the price as per following format.

S No Description Price

- (1) Complete equipment
- (2) Mandatory accessories
- (3) Operator manual
- (4) Maintenance manual
- (5) Depot list
- (6) Training charges
- (7) Commissioning DP (N) is requested to ensure that commercial offer clearly indicates above listed prices

15. BUY BACK

The seller will buy back the spare parts supplied as part of this contract at the selling price, which are no tonger required as indicated by the Buyer, within 05 years from the first pecaptance of the equipment/system.

16 TSR

17

Technical scrutiny of quotations will be carried out by a committee nominated by NHQs

Liquidated Damages

Liquidated Damages (LD) upto 2% per month are liable to be imposed on the supplier/principal by the purchaser for equipment in delay in accordance with DP-35, if the stores are supplied after the expiry of the delivery date without any valid reasons, provided that liquidated damages does not exceed 10% of value of equipment in delay.

18 DISTRIBUTION OF CONTRACT

Copies of the contract are to be forwarded to DCM (NHQ), HQs COMKAR, COMDEP, Commandant PNS JAUHAR, CO NSD, CINS, DCM

19 END USER

Commandant PNS JAUHAR Karachi
CONSIGNEE

The Communding Officer Naval Stores Depot at PN Dockyard KARACHI

21 Remarks by Inspector Purchase Officer

- Items may be produced as per NHQ policy vide u.o Note NO TS-M/3003/MISC/OEM dated 25.02.08
- 2 Firm/ Supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N) Supplier/contract firm shall either provide OEMM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to D9Navy). Hard Copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification certificate issued by the OEM Companies/firms rendering false OEM conformance certificates will be black listed.
- 3 Joint Inspection to be carried out by reps of CINS. Consignee & end user.
- Marking on the package must be legible. Packaging of fragile stores to be marked with appropriate international symbols.
- KPT/PORT/Wharf age/ Allied Charges. All port & dock charges will be paid at actual (if applicable) by PNEHQ West Wharf Road

Tender No	Name of the Firm	<u>51 </u>
To: Tender No		
Directorate of Procurement (Through Bahria Gate Near SNIDS Centre, Naval Residential Complex, Islamabad Contact: Reception: 05 Bahria Gate: 331 Section: 051-926; Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk	2311	

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 and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time.
- 2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in Form No. DP-35 (Revised 2002) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.
- 3. The following pages have been added to and form part of this tender:

Yours faithfully,

(Signature of Tenderer)

(Capacity in which signing)
Address:
Date...

Signature of Witness...
Address...

DP-3

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

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

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

IMPORTANT

Each column must be filled in with BLOCK CAPITAL LETTERS, incompletion 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 :	
	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. tach Copy of relevant CERTIFICATE)	
10	In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).	
•	ndly fill in the above form and forward it under your own letter head with	