

Tender Covering Form
Directorate of Procurement (Navy)

Through Bahria Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD
Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262304
Email: dpn@paknavy.gov.pk
adpn31pre@paknavy.gov.pk

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

Tender No and Date _____
Tender _____
IT Opening Date _____
IT Opening Date _____
Firm Name _____
Postal Address _____
Email Address for _____
Contact Person _____
Contact Number (Landline _____) (Mobile _____)

Document to be Attached with Quotation

Firm is to submit its proposal in a sealed envelope which shall contain 03 x Sealed Envelops as per details given below:

Sealed Envelop 1 – Technical Offer in Duplicate

This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick against each to ensure that these documents have been attached:

S No	Document	Original Set	Copy Set
1	Bank Challan		
2	Principal Authorization Letter (where applicable)		
3	Principal Invoice (Muted – without Price) (where applicable)		
4	DP -1 Form of IT (with compliance remarks)		
5	DP – 2 Form of IT with compliance remarks against each		
6	Technical Offer / Specs		
7	Annex A of IT (with compliance remarks)		
8	Annex B and C of IT (with compliance remarks)		
9	DP-3 form of IT (duly filled and signed)		
10	DGDP Registration Letter (If firm is registered with DGDP)		
11	Tax Filling Proof		

Sealed Envelop 2 – Earnest Money

This Envelop must contain Earnest Money only.

Sealed Envelop 3 – Commercial Offer

1	Firms Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	

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

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

Firm's Authorized Signatures_____

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)

Through 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.gov.pk

M/s _____

Dated :

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madem,

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

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

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

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

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)

(Firms must clearly identify where their offer does not meet or deviates from IT Specs)

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

Understood agreed Understood not agreed

d Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and envelopes clearly marked “Technical proposal”, “Commercial proposal” in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address

of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

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

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

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.

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

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

6 Tender Opening. Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date and 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
	<input type="checkbox"/>	<input type="checkbox"/>

7. Validity of Offer.

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

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 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 firms 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:

Understood agreed Understood not agreed

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.

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. Withdrawal of Offer. 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. Provision of Documents in case of In case any firm wins a contract, it will deposit following documents before award of contract:

Understood agreed Understood not agreed

- 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)

13. Treasury Challan.

Understood agreed Understood not agreed

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).

14. Earnest Money/Tender Bond: Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

Understood agreed Understood not agreed

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

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

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

(ii) Registered/Pre-Qualified but Un-indexed 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

(iii) Unregistered/not Pre-Qualified/Un-indexed 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

c. Return of Earnest Money. (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.

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

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

Understood agreed Understood not agreed

S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
c.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.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.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

16. Inspection Authority. CINS, Joint Inspection will be carried out by INS, Consignee 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

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

Understood agreed Understood not agreed

- a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.
- b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.
- c. Original quotation/Principal/OEM proforma invoice.
- d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.
- e. Submit breakup of cost of stores/services on the following lines:
 - (i) Imported material with break down item wise along-with import duties.
 - (ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-
 - (1) General Sales Tax
 - (2) Income Tax
 - (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
 - (4) Any other
 - (iii) Fixed overhead charges like labour, electricity etc.
 - (iv) Agent commission/profit, if any.
 - (v) Any other expenditure/cost/service/remuneration as asked for in the tender.

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

Understood agreed Understood not agreed

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

2 0 . Rejection of Stores/Services.

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

Understood
agreed

Understood
not agreed

2 1 . Integrity Pact.

There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read and understood for strict compliance:

Understood
agreed

Understood
not agreed

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

b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistans 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

2 2 . Correspondence.

All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi and Consignee respectively with copy endorsed to the DP (Navy).

Understood
agreed

Understood
not agreed

2 3 . Pre-Shipment Inspection.

PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

26. Price Variation.

Understood
agreed

Understood
not agreed

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.

27. Force Majeure.

Understood
agreed

Understood
not agreed

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.

28. Arbitration. Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and binding arbitration as provided below:

Understood agreed Understood not agreed

- a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.
- b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final.
- d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration
- e. All proceedings under this clause shall be conducted in English language and in writing

29. Court of Jurisdiction. In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter

Understood agreed Understood not agreed

30. Liquidated Damages(LD). Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DP35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

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

Understood
agreed

Understood
not agreed

34. Termination of Contract.

Understood
agreed

Understood
not agreed

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

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

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

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

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

35. Rights Reserved.

Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1)

Understood
agreed

Understood
not agreed

36. Application of Official Secrets Act, 1923.

All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

Understood
agreed

Understood
not agreed

37. Acknowledgment. Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. WWW.PPRA.ORG.PK

Understood agreed Understood not agreed

38. Disqualification. Offers are liable to be rejected if:-

Understood agreed Understood not agreed

- a. Received later than appointed/fixed date and time.
- b. Offers are found conditional or incomplete in any respect.
- c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
- d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
- e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- f. Treasury challan is NOT attached with the technical offer.
- g. Multiple rates are quoted against one item.
- h. Manufacturers relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- i. Subject to restriction of export license.
- j. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
- k. If the validity of the agency agreement is expired.
- l. The commercial offer against FOB/CIF/CandF tender is quoted in local currency and vice versa.
- m. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- n. Earnest money is not provided.
- o. Earnest Money is not provided with the technical offer (or as specified).
- p. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- q. Offer made through Fax/E-mail/Cable/Telex.
- r. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- s. If OEM and principal name and complete address is not mentioned.
- t. Original Principal Invoice is not attached with offer.

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

Understood agreed Understood not agreed

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

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

Understood agreed Understood not agreed

41. For Firms not Registered with DGDP. 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 ww.dgdp.gov.pk. These firms can participate in tender iaw paras 12 and 14 above

Understood agreed

Understood not agreed

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

Understood agreed

Understood not agreed

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise and Taxation)
- g. Office/Home/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- l. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- s. OEM Certificate
- t. ISO Certificate
- u. Stock List with value
- v. Company Profile/Broachers
- w. Employees List
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

43. We solemnly undertake that all IT clauses marked as "Understood and Agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations.

Understood
agreed

Understood
not agreed

44. The above terms and conditions are confirmed in total for acceptance.
45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A and B.

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRM'S NAME M/s _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.
2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).
3. This warranty shall remain valid for 01 Year after the acceptance of stores by the end user

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

SIGNATURE _____

DATE _____

PLACE _____

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

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

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

Sir

1. Whereas your good self have entered into Contract No.

_____ dated _____
with Messers _____

(Full Name and Address)

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

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

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

b. To keep this Guarantee in force till _____.

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

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

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

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

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

Mr _____ Authorized signatory/
Partner/MD of M/s _____, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry of Defence
Production, Rawalpindi that our firm M/s _____ has applied for registration
with Director General Defence Purchase (DGDP) duly completed all the documents required by
registration section on _____ (date) i,e before signing the contract. I certify that the above
mentioned statement is correct. In case it is detected on any stage that our firm has not applied
for registration with Director General Defence Purchase or statement given above is incorrect,
our firm will be liable for disciplinary action initiated (i,e debarring, the firm do business with
other Defence Establishment and Govt Agencies). I also accept that any disciplinary action
taken will not be challenged in any Court of Law.

Station: _____
Date: _____

Signature: _____
Name: _____
Appointment in Firm: _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1 Schedule to Tender No. **2190032/B-2112/310395** Dated This tender will be closed for acceptance at **1030** Hours and Will be opened at **11:00** Hours on **15-02-2022** Please drop tender in the Tender Box No. **201**

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

3 . You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed and stamped. Same are available at www.ppra.org.pk

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	Procurement and Establishment of 01 x Dynamic RCS measuring Facility (DRMF) Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	1.0 NUMBE RS		
Above mentioned price includes 17% sale Tax (Please tick Yes or No)			Yes	No
	Grand Total			

Terms and Conditions

1. Terms of Payment As per para 4 of Annex B
2. Origin of OEM To be indicated by firm
3. Origin of Stores To be indicated by firm
4. Technical Scrutiny Report Required
5. Delivery Period within 06 months of signing of contract
6. Currency Euro
7. Basis for acceptance FOB
8. Bid validity The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
9. Tendering procedure Two Stage - One bidding procedure will be followed . PPRA Envelope
10. Earnest Money/Tender Bond

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

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

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

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

(ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

(iii) Unregistered/not Pre-Qualified/Un-indexed Firms. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

b. Return of Earnest Money

(i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.

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

13. Special Note.

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

a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their 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 Taxpayers 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 along with 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 be liable for rejection.

Annex 'A' to

Indent No 2190032

Dated 29 Nov 21

S No	<u>TECHNICAL SPECIFICATIONS</u>	Firm's Reply (Complied/ Partially Complied/ Not Complied)	Firm's Remarks and Proposals Reference												
Note	<p><u>Guidelines for firm for submitting Technical Proposals for Technical Evaluation:</u> Firm is required to clearly mentioned Complied/ Partially Complied/ Not Complied remarks against each Clause and qualify same through mentioning references in next column from the attached firm's technical proposal/ brochures.</p> <p>a. Proposed System Weight: <u>520 to 550 kg</u></p>														
	<p>a. <u>Scope of Supply:</u> Dynamic RCS Measuring Facility (DRMF) is to be setup at a suitable site in Pakistan for measuring real time RCS of all PN Surface & Air Platforms, Submarine's Periscope, Chaffs Missiles and Rubber Boats etc including provision of software, spares, Technical Data Package (TDP), documents/ manuals, drawings, Technical Assistance and Training as per technical specifications given at Annex A and general terms/ conditions given at Annex B to IT under the full responsibility of the supplier. The system would comprise of following items/ features but not limited to:</p> <table border="1" data-bbox="215 1691 1141 2116"><thead><tr><th data-bbox="215 1691 319 1803">S No</th><th data-bbox="319 1691 981 1803">Item Description</th><th data-bbox="981 1691 1141 1803">Qty</th></tr></thead><tbody><tr><td data-bbox="215 1803 319 1915">1.</td><td data-bbox="319 1803 981 1915">RCS Instrumentation Radar</td><td data-bbox="981 1803 1141 1915">01</td></tr><tr><td colspan="3" data-bbox="215 1915 1141 1993">Items</td></tr><tr><td data-bbox="215 1993 319 2116">2.</td><td data-bbox="319 1993 981 2116">Optical tracking unit.</td><td data-bbox="981 1993 1141 2116">01</td></tr></tbody></table>	S No	Item Description	Qty	1.	RCS Instrumentation Radar	01	Items			2.	Optical tracking unit.	01		
S No	Item Description	Qty													
1.	RCS Instrumentation Radar	01													
Items															
2.	Optical tracking unit.	01													

3.	Sensor Log Module.	01
4.	Remote Position unit (movement Sensor including communication)	01
5.	Meteorological station (including software and installation)	01 *
6.	IR Signatures Prediction Software (with one year support).	01* (licence)
7.	EMI/ EMC and RCS Simulation Software (with one year support).	01 * (licence)
8.	Stand-alone processing module.	01
9.	Spares/ Special to type tool/ test equipment.	**
Features		
10.	Fast Frequency Change 2-18 GHz.	01***
11.	Cross-polarization Measurement 2-18 GHz including installation.	01***
12.	Fast Polarization Change 2-18 GHz.	01***
13.	Frequency 18-40 GHz including antennas and larger container .	01***
<p>Note:</p> <p>* licenced software package as per latest system configurations</p> <p>** As per system requirements(to be mutually agreed)</p> <p>*** As per latest system configuration.</p>		

b. **Technical Specifications:** Required system critical parameters/ technical specifications are as follows:

RCS Measurement System Capabilities:		
1.	Operational Band	2-18 GHz with 4 Frequency Bands; (S, C, X, Ku) with upgrade option of K &Ka Bands (18-40 GHz)
2.	TX/ RX Polarization	HH, VV & Cross Polarization
3.	Cross polarization Isolation	Better than 20 dB
4.	Measurement Sensitivity(single pulse)	10 dBsm @ 1m
5.	Minimum System & Range Resolution	1 m
6.	Ship Tracking	Through radar, real-time GPS and/ or AIS
7.	Measurement Accuracy	Better than 1.5 dB for 10 dBsm target @ 1.0 KM
RF Performance		
8.	Waveform	LFM Chirp
9.	Dynamic Range including processing	≥45 dB for HRRP; ≥55 dB for ISAR
10.	Noise Equivalent RCS (NERCS, or minimum detectable RCS at the target distance	0 dBsm @ 15km (total RCS), < 15 dBsm @ 10 km

c. **Required Standards** The system should be proven, ruggedized design and may conform (but not limited to) following military/international or equivalent standards:

1.	EMI/ EMC	MIL STD 461, 464 and MIL STD 469
2.	Shock	MIL STD 901
3.	Impact	ML-STD-810F
4.	Design	ML-STD-480
5.	Vibration	MIL-STD 167-1
6.	Environmental	MIL STD 810
7.	Enclosure	MIL STD 108 & MIL-E-2036
8.	Electrical Interfacing	MIL STD 1399
9.	Grounding/ Bonding	MIL STD 1310
10.	General Electronic Equipment Requirement	MIL STD 454
11.	Marking & Labels	ML-STD-130
12.	Corrosion Prevention	Components, materials, mechanical structures, antenna and connectors

d. **Environmental Parameters** System should comply following parameters:

1.	Operating system Temperature	-5 ⁰ C to 55 ⁰ C
2.	Computers operation temperature	25 ⁰ C (+/- 10 ⁰ C)
3.	Storage Temperature	-10 ⁰ C to 70 ⁰ C
4.	Relative Humidity	Upto 95%
5.	Power Supply	380/ 220VAC, 3 x Phase, 50Hz
6.	Wind speed	System can withstand greater than 100 Km/h wind

PLATFORMS & OPERATIONAL CAPABILITIES

a. The system should be capable to measure RCS of following different platforms:

- (1) Ships including rubber boats.
- (2) Submarine Periscopes.
- (3) Aircraft & Helos.
- (4) Missiles & Chaffs.

b. The system should have following operational capabilities:

(1) Be optimized for far field and short range dynamic RCS measurement of naval vessels. During RCS measurement, the ship can take circular trajectories or able to perform 360° revolutions.

(2) The system should have suitable ship tracking capability through radar, real-time GPS and/ or AIS. The tracking system to

have real time measurement and monitoring feature for ships range, Lat/ Long and trajectory visualization. The tracking system should have automatic/ manual antenna pointing during ship tracking.

(3) Capable of very fast operation and ability to provide highly accurate data up to minimum 1m range resolution.

c. Powerful post processing capabilities integrated in a unique software tool and database.

d. Extremely fast waveform generation with capability of providing millions of RCS samples and range profiles for each ship revolution for greater flexibility and improved sensitivity.

e. Ease of deployment and operational readiness i.e. no need to bring platforms on site, no need for civil engineering works and can be brought to any measurement site. The system should be preferably deployable throughout Pakistan Coast. The system should enable the user to start the measurement program immediately after system deployment at installation site. The system should minimize service outages, time delays, and reduce the installation and operational manpower needs.

f. Should have suitable internal self-calibration capability or external calibration functionality against a target with a known RCS.

g. Should have capability for direct far-field dynamic RCS measurement of ships at sea against Surveillance, Tracker and Fire Control Radars bands in real time scenario using ISAR processing.

h. Should be able to give geometrically correct images and Far Field RCS measurement values under real time scenarios.

j. Should be portable/ Trailer (Truck) mounted flexible radar system designed to perform dynamic measurements of full-scale ships to provide RCS, High Resolution Range Profiles (HRRP), hourglass plots and Inverse Synthetic Aperture Radar (ISAR) images of the same target.

k. Should be customizable and expandable with acquisition time being

limited only by the speed and maneuverability of the ship/ aircraft itself.

l. The radar, tracking equipment, cabin for operators/ control and monitoring equipment is to be designed for outdoor use and should be self-powered, self-cooling arrangements and fully transportable.

m. System once not in use should have protection in the form of insulated container and cover including antenna lifting arrangements when radar in use.

n. System should be ergonomically designed in which all control for operation/ adjustments are easily assessable and powered equipment is provided with indicator light on front.

p. System should be based on modern design and have well proven technology with future upgrade capabilities.

q. Should have comprehensive “auto verification tools” during the ship acceptance trials and ops life refurbishment/ structural modifications. The auto verification will compare the initially saved baseline data with the current data/ measurements in order to indicate variances from the baseline, if any alongwith alert indication/ alarm.

r. As an option, system should have TV/ IR Tracker, Laser Range Finder, Turn/ Tilt etc.

s. The system should have video camera to verify directions of antenna unit and for comparing target maneuvers with the measured data during post processing.

t. To keep track of measurements, system should have automatic report generation, printing and storage capability at disk for record.

u. The system should be compliant with Industry 4.0 Standard for remote technical assistance, defect diagnosis or calibration etc.

- v. System should have capability to import simulated data and export processed data to file.
- w. System should have protection of personnel against possible hazards from high radiations, voltage and temperature.
- x. The system should be totally self-sufficient, standalone and must include following MIL STD accessories:
- (1) Marine based Air conditioning system with capacity as per container wrt system's heat generation.
 - (2) On line/ Off line UPS system with suitable power stabilization having atleast 01 hour backup time.
 - (3) Generators, De humidifier, Converters and Power supplies as per requirement of RCS measurement facility.
 - (4) Digital humidity and temperature monitoring devices to cater for environmental parameters inside the container.
- y. The offered Dynamic RCS Measurement Facility should be a proven technology/ design and currently in use with at least 01 x sizeable Navy. In this regard, documentary proof/ certificate is to provided alongwith the offer.
- z. Provision of tools & requisite test equipment (oscilloscope, RF leakage detector etc) required for routine maintenance of equipment up to level 2 along with the system.
- aa. Minimum setting up time for system to start RCS measurement should be less than 1 hours.
- ab. System should be sensitive enough to measure RCS of low scatters with good accuracy.

ac. System shall be capable of measuring RCS at different grazing angles.

ad. Branded and ruggedized computer system with latest features and server like properties be included for operating system.

Defect Diagnostic Capabilities The system BITE should be capable of following:

a. Automatic, Continuous, Comprehensive Online Monitoring and identify module level fault.

b. Remote Monitoring, Control & Fault Finding/ Rectification Capability.

c. BIT at the signal conditioning, amplification, monitoring and control stage.

d. Local BIT to be at the sub-system level.

System Software/ Firmware Requirements

a. Software should have following main features:

1. User friendly.

2. Should be fully documented in the software documentation for understanding their operation.

3. Should include simulation and training functions.

4. Should be scalable in case of an upgrade in hardware and/ or technological advancements.

5. A certificate should be provided by the manufacturer that “software supplied is of latest version and is clear of any malware. Any up gradation in the software should be provided free of cost during the warranty period”.

6. Backup of all software (application, operating and embedded) along with reloading and retrieving procedures and requisite hardware for reloading/ retrieving of software should also be provided.

7. Post processing software should have capability for:

a. Raw data visualization, filtering and compensation.

b. Visualization of hourglass plots and range profiles.

c. Visualization of mono-static total RCS, ship attitude and ref information.

d. Capabilities of integration b/w predictive and simulation measurement for comparison between measurement and simulated results.

e. System having prediction software covering EMI/ EMC, RCS and IR signatures will have preference.

Product Presentation/ Demonstration Trials

b. Prior acquisition, technology demonstration trials of the facility are to be arranged for PN evaluation either in Pakistan or at OEM premises on “No Cost No Obligation” basis.

Technical Assistance

c. OEM technical team is to undertake site survey and feasibility of PN indicated site options to identify most suitable location for deployment of the system during RCS measurement evolution.

d. OEM should provide continuous technical assistance during installation/ commissioning of the system and during post warranty repairs/ maintenance.

GENERAL REQUIREMENTS

a. The system should comply following general requirements:

(1) Cabling should have Colour and symbol coding/ labeling for all cables and backplane wiring.

(2) Systems power supply should have capability for Phase Detection and Correction mechanism and alarms for auto shut down in case of adverse environmental conditions.

(3) System should have anti condensation heaters in associated electronics enclosures and surge/ transient protection devices.

(4) System should have Online UPSs to support system operation for atleast 30 minutes after electrical failure.

b. Self contained Power Supply System/ Genset and Power/ Frequency Converters shall qualify Power Quality Analysis (PQA) tests (to be conducted/ verified by end user) as per relevant OEM defined standards/ tolerance limits. In case, said standards/ tolerance limits are not available, latest European Standard EN-50160 shall be made as reference for PQA.

Acceptable Makes

M/s NORRAD AS, Norway, Dynamic Radar Cross Section Measurement Facility or equivalent.

General Requirements/Conditions

ANNEX 'B' TO

Indent No. 2190032

Indent Date. 2021-11-29 00:00:

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Brochure</u>
<p>1 SCOPE OF SUPPLY/ WORK</p> <p>The Supplier undertakes to successfully establish/ commission Dynamic RCS Measurement Facility in Pakistan after delivery of equipment/goods/stores including Supplies and Services to the Purchaser on FOB basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent, on turnkey basis.</p> <p>The Supplier shall, in accordance with the terms and conditions as set forth in the indent, with due care and diligence, provide the equipment/goods/stores and supply the Services within 06 months after Contract Effective Date.</p>		
<p>2 SCHEDULE OF PAYMENTS</p> <p>The BCP shall be paid to the Supplier by the Purchaser through an irrevocable and confirmed Letter of Credit (LC) to be opened by the Purchaser in favour of the Supplier through a scheduled Pakistani Bank nominated by State Bank of Pakistan through CMA (DP). All bank charges relating to opening of LC (including operating and confirmation charges) shall be borne by both Parties in their respective countries. All payments to the Supplier shall be released through CMA(DP) against original invoice (in duplicate) on completion of respective milestones as mentioned below or as negotiated by DP (N):</p> <p>a. 60% payment on completion of following:</p> <p>(1) Delivery at Pakistan alongwith tools/ stores/ spares.</p> <p>(2) Joint inspection.</p> <p>(3) Provision of all documents.</p> <p>b. 20% payment on completion of following:</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partially Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>(1) Successful completion of installation/ integration/ interfacing/ STW/ commissioning/ acceptance at Purchaser's site complying all specifications/ acceptance criteria against issuance of Acceptance Certificate by the end user.</p> <p>(2) Conduct of operator & maintainer training of PN team and issuance of final acceptance certificate.</p> <p>c. 20% payment on issuance of CRV by the consignee.</p>		
<p>3 CONTRACT EFFECTIVE DATE (CED)</p> <p>CED shall be established and notified by the Purchaser upon completion of following pre-requisites:</p> <p>(1) Contract signing. (2) Issuance of confirmed and irrevocable Letter of Credit (LC) by the Purchaser.</p>		
<p>4 PRICES OF THE ITEMS</p> <p>The Supplier shall mention the price of all deliverables (i.e. Equipment/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Training, FATs (Factory Acceptance Trials), Installation/ Integration, Acceptance Tests/ Trials/ Commissioning etc, where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document.</p>		
<p>5 EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)</p> <p>a. The Supplier shall be responsible to apply in the correct form and in due time for all applicable permits and export licenses etc. outside Pakistan from the related government(s), for the Goods and Supplies.</p> <p>b. Upon signature of the Contract but before</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partially Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>CED, the Supplier shall apply for any necessary export licenses or other government approvals outside Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where Supplies originate. The Purchaser is responsible for issuing the EUC as per the required format by respective OEMs or governments within 30 (thirty) days on receipt of the request of the Supplier.</p> <p>c. In case any import/export licenses cannot be obtained from the countries where certain, Supplies or parts thereof shall be procured; in such a case or in case of technical reasons, the requirement/issue shall be brought in the notice of the Purchaser within shortest possible time with alternate options available with the Supplier. The Purchaser shall have the right to accept or propose alternates for the needful. Alternate options shall be finalized after mutual agreement between the Parties to be properly endorsed by means of an Amendment to Contract.</p> <p>d. The Parties acknowledge that being granted any import license that may be required by applicable law is beyond the reasonable control of the Supplier and as such, the Supplier is not responsible that any such import/export licenses shall be granted by the competent authorities. In such event, the Parties shall promptly confer with one another and with their respective legal counsel to discuss and agree upon a mutually acceptable course of action and solution.</p> <p>e. After the Export License/ Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (constituting one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, revocation, denial or the like as regards to import/export licenses shall not be deemed to be an event of Force Majeure. If required, provision of End User Certificate or any other documents or information reasonably required to the Supplier in due time is the responsibility of the Purchaser.</p> <p>f. End User Certificate, if required, by SUPPLIER for export of item to Pakistan shall be</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partially Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>provided on written requested of supplier. The request, if required shall be made at the time of signing of contract alongwith specimen of EUC. The EUC shall be signed by the user before one month of the actual delivery of stores.</p>		
<p>6 TRANSFER OF TITLE AND RISK</p> <p>a. Risk of loss and damage to the Equipment shall be transferred to the PURCHASER according to the 'INCOTERM 2020 used in the Contract.</p> <p>c. Title to the Equipment shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.</p>		
<p>7 TRAINING</p> <p>a. Training to 08-10 personnel of Purchaser for 10 working days in Pakistan is to be conducted prior to system handing over. The Supplier shall provide the training to Purchaser's nominated personnel as highlighted in ensuing sub-paragraphs:</p> <ol style="list-style-type: none"> (1) Operators Training (2) Maintainer Training (3) Installation Training (4) System level Calibration training <p>b. Training is to completed after delivery of equipment to Purchaser preferably during installation/ commissioning phase but not later than one month after commissioning of the equipment.</p> <p>c. All nominated operators shall have sufficient technical knowledge to be able to operate and maintain the equipment.</p> <p>d. Relevant documents/ training material is to be provided to PN trainees by the Supplier.</p>		
<p>8 DOCUMENTATION</p> <p>OEM/ Firm is to provide 02 x set of following documents (hard & soft copies, in English) for the supplied equipment 03 x months prior delivery.</p>		

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<p>Photocopies of documentation will not be accepted:</p> <p>a. Operator manuals covering comprehensive operating instructions alongwith CDs including Equipment description, operation & specifications and Calibration requirements and procedures (both in-built, if any, and from the OEM/ other calibrating authority).</p> <p>b. Maintenance manual and procedures alongwith flow charts and diagrams with circuit diagram with all maintenance routines of the equipment.</p> <p>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.</p> <p>d. Complete onsite, onboard & depot level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams.</p> <p>e. Line diagrams, engineering diagrams and technical diagrams of entire project.</p> <p>f. Illustrated parts catalogues (IPCs).</p> <p>g. OEM recommended trouble shooting procedures.</p> <p>h. Servicing, maintenance adjustment/ test, removal/ installation of subassemblies/ parts.</p> <p>j. Workshop Manuals should cover detailed technical data & general technical description of system, subassemblies & sub systems. Document should also provide level 3 & 4 maintenance routines along with detailed procedures supported job information cards. It should give detailed description and circuit diagram of all components, PCBs and modules.</p>		
<p>9 WARRANTY/ GUARANTEE</p> <p>a. Warranty period of all items except defective/ non-operational shall commence from the</p>		

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<p>date of acceptance of Goods/ Equipment, whereas warranty of defective/non-operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment.</p> <p>b. The stores and all its associated accessories shall be warranted against DPL-15 by the Supplier for a period of 01 year, for all defects in hardware from the date of final acceptance by PN. Software provided with the systems shall also have warranty for a minimum period of 05 years for any bugs found in operations. The Supplier shall provide/incorporate all software updates in this period.</p> <p>c. The Supplier shall provide guarantee that the articles supplied are of latest version and all modifications/up gradations have been incorporated in the equipment being supplied.</p> <p>d. The Supplier shall provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture shall also be in accordance with the latest appropriate standard specifications.</p> <p>e. The Supplier shall provide guarantee for through life supportability of the equipment and software for at least 05 years after acceptance of the entire system.</p>		
<p>10 TECHNICAL ASSISTANCE</p> <p>The Supplier shall be responsible for successful Setting-to-Work, Tests/ Trials and acceptance/ commissioning of the system in Pakistan. The technical assistance by the Supplier during warranty period shall be free of cost and on request basis to the satisfaction of Purchaser.</p>		
<p>11 NON DISCLOSURE AGREEMENT</p> <p>a. Any information about the sale/ purchase/ services/ drawings/ infrastructure etc of the project under the contract shall not be communicated to any person, other than the manufacturer/ provider of the stores/ drawings/ machinery/ equipment/ tools etc or</p>		

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<p>to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punished under the Official Secret Act 1923.</p> <p>b. Promotional rights for publication of the projects are the sole responsibility of the Purchaser, and any use by the consultant shall be subject, in all instances, to the Purchaser's prior written approval.</p>		
<p>12 BUY BACK</p> <p>The Supplier may buy back the spares parts supplied as part of the contract at the selling price within 03 years of delivery subject to the condition that their shelf life is not expired, items are neither damaged nor repaired and items are genuinely surplus to the requirement.</p>		
<p>13 DISCREPANCY</p> <p>The Supplier shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short or defective are to be made by the Supplier, without any additional cost on "DDP "consignee's warehouse "within 30 days.</p>		
<p>14 COMPENSATION ON BREACH OF CONTRACT</p> <p>If the Supplier fails to supply of contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier/ Supplies or stores/ equipment declared defective and caused loss to the Government, Supplier shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government treasury in the currency of contract.</p>		

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<p>15 PENALTY</p> <p>a. The Supplier before making the shipment shall carry out complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the tests/ trials, Purchaser has the right to reject the equipment or impose penalty at the rate of 10 - 15% of the value of the relevant equipment/ items.</p> <p>b. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/ guarantee obligations on Form DPL-15.</p>		
<p>16 CONTRACT COMPLETION CERTIFICATES</p> <p>Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no stores/ goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a "No Objection Certificate" that the requirement placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Specimen of Contract Completion Certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.</p>		
<p>17 COMPLIANCE WITH INTERNATIONAL STANDARDS</p> <p>The Goods/Equipment shall comply with all relevant ISO standards stipulated in the Contract and valid on the date of signature of the Contract. The Parties agree that any variation of any ISO standard after signature of the Contract is deemed explicitly not to be a circumstance within the responsibility of the Supplier. Implementation of any variations to the relevant ISO standards for the purpose of operating the Equipment shall be agreed between the Parties within the contractual change management</p>		

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procedure, prior to realization.		
<p>18 TECHNICAL SCRUTINY</p> <p>Technical scrutiny of quotations forwarded by the bidder shall be carried out by a committee nominated by NHQs. The TSR committee may ask the Suppliers to demonstrate its offered system for Performance Guarantee Test or give a presentation for clarification. TSR committee may also visit the OEM premises at the invitation/ expense of the Supplier to evaluate the performance of offered system of the OEM.</p>		
<p>19 DELAYS AND LIQUIDATED DAMAGES (LDs)</p> <p>LD, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges of the stores delivered late.</p>		
<p>20 BIDDING PROCEDURE</p> <p>This tender shall be floated on Open Tender basis using Two Stage Two Envelope Bidding procedure.</p>		
<p>21 LANGUAGE, MEASUREMENTS AND WORKING METHODS</p> <p>All drawings, data-files in soft media, Man-Machinery Interface (MIMI) of software and hardware, all marking and identification systems and all other documentation required to be produced or</p>		

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delivered to the Purchaser under the Contract shall be written, and meetings conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.		
<p>22 INTEGRITY PACT</p> <p>a. Integrity Pact to be made part of contract exceeding Rs. 10 Million or in equivalent foreign currency. Specimen is placed at Appendix-1 to Annex B.</p> <p>b. If the Supplier or any of his sub-contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Supplier, then the Purchaser shall be entitled to:</p> <p>(1) Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier or any of his sub-contractors, agents or servants.</p> <p>(2) Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business practices of the Supplier or any of his sub-contractors, agents or servants.</p>		
<p>23 AMENDMENT IN CONTRACT</p> <p>Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment in the contract/corrigendum.</p>		
<p>24 FORCE MAJEURE</p> <p>a. The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of Governments or any other authority competent in</p>		

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<p>relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 15 (fifteen) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.</p> <p>b. The Party initiating the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned aspects along with Force Majeure event and of its effects on the delivery of the Supplies or any of its obligations towards this Contract.</p> <p>c. Once the Party initiating the Force Majeure has provided the reasonable proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged to be realistic. In such case the Force Majeure shall be considered to have occurred.</p> <p>d. If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed to the Supplier for completion of his obligations so affected without any increase in Contract Price.</p> <p>e. If Force Majeure is considered present for a continuous period of more than 06 (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide future course of action.</p>		
<p>25 TERMINATION OF CONTRACT</p> <p>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</p>		

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<p>so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.</p> <p>b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:</p> <p>(1) To have any part thereof completed and take the delivery thereof at the contract price or.</p> <p>(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.</p> <p>(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.</p> <p>(4) Shall the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.</p>		
<p>26 CONFIDENTIALITY</p> <p>a. The Supplier and the Purchaser shall keep confidential all information of the other party, whether designated as confidential or not, obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party. The provisions of</p>		

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<p>this clause shall not apply to any information in the public domain otherwise than by breach of the Contract; or information obtained from a third party who is free to divulge the same.</p> <p>b. The Supplier and the Purchaser shall divulge confidential information only to those employees who are directly involved in the Contract or have use of equipment and/or software used in connection with the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.</p> <p>c. The Supplier shall undertake that any information about the sale/ purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer/ Supplier/company's lawyer(s), or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the Contract at the risk and expense of the Supplier.</p>		
<p>27 LONG TERM LOGISTIC SUPPORT</p> <p>a. The Supplier shall guarantee to supply the necessary spares for next 10 years from the date of its final acceptance of the system by Purchaser. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment, OEM shall indicate their source of availability.</p> <p>b. The Supplier shall be required to have a provision in the same contract for replacement of defective components/ parts through exchange and shall provide Standard Replacements Cost for all PCBs, Modules, Sub-assemblies, LRUs, etc used in the equipment/ system for next five years. In case of conclusion of RRC, this requirement shall become part of RRC.</p> <p>c. In case of discontinuation of production of any component/ part as result of obsolescence or development of an upgraded version, the Supplier shall inform the Purchaser at-least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the</p>		

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<p>Purchaser prior discontinuation of the production and shall also provide alternate for such components/ parts in case the original is not available.</p> <p>d. The Supplier shall provide alongwith the offer the name of manufactures of all the major sub-assemblies and associated accessories of the offered system. The Supplier shall provide standards/ specifications certificate referred to or used for the equipment and its accessories.</p> <p>e. After completion of warranty period till the time the equipment remains in service, the supplier shall provide software updates related to the procured system to the end user in the form of bulletins free of cost. Moreover, regular technical and logistic support (if required) after completion of warranty period shall be provided to PN on payment till the time the procured system is in service.</p>		
<p>28 SEVERABILITY</p> <p>a. The invalidity or unenforceability of any term or condition of the Contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the Contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both Parties. Such discussions shall, as far as be possible, ensure the Defence needs/concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability term and condition substantially alter the underlying intent of the Contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the Contract, then the Parties shall without further delay, meet to consult each other and reach agreement thereon.</p> <p>b. Failure by either Party at any time to enforce any of the provisions of the Contract shall not be considered as a waiver by the Party concerned of any such provision or in any way affect the validity</p>		

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<p>of the Contract or any part thereof or any other rights of either Party. Such failure shall only inhibit the rights of the Party concerned to claim costs/expenses incurred or to impose Liquidated Damages (financial or otherwise) for defaults, in respect only of the said non-enforced provisions.</p>		
<p>29 SECURE EXCHANGE OF CORRESPONDENCE</p> <p>All correspondence pertaining to contract between Supplier and PN shall be on secured media.</p>		
<p>30 ASSIGNMENT AND SUBCONTRACTING</p> <p>a. Neither Party shall assign any of its rights or obligations (in whole or in part) under the Contract without the prior written consent of the other Party, which shall not be unreasonably withheld.</p> <p>b. The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.</p>		
<p>31 INTELLECTUAL PROPERTY RIGHTS</p> <p>Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.</p>		
<p>32 OWNERSHIP OF CONTRACT</p> <p>In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that:</p> <p>a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and</p> <p>b. The Supplier under new ownership shall</p>		

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continue to be bound by the Terms and Conditions of this Contract.		
<p>33 INDEMNITY</p> <p>In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of sub-contractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his sub-contractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.</p>		
<p>34 CERTIFICATE OF CONFORMANCE (COC) BY OEM</p> <p>Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier 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. Suppliers rendering false OEM Conformance Certificates shall be black listed.</p>		
<p>35 CERTIFICATION REQUIREMENT</p> <p>a. Supplier/OEM shall confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.</p> <p>b. Supplier through certificate is to confirm that he shall provide import documents at the time of delivery of stores.</p> <p>c. Supplier certificate for conformance of 100% indented specifications, any deviation to be clearly indicated in the offer shall be provided at the time of delivery of stores.</p>		

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<p>d. Supplier is to provide following documentation at the time of inspection:</p> <p>(1) Firm's Warranty/ Guarantee on form "DPL-15" for functionality/ serviceability of the item(s).</p> <p>(2) OEM's "Certificate of Conformity" indicating following:</p> <p>(a) Pattern/ Part number of equipment.</p> <p>(b) Description of equipment along with quantity.</p> <p>(c) Date/ Period of manufacture.</p> <p>(d) Conformance to standards/ specifications quoted in IT.</p> <p>(e) List of serial No. or Batch numbers or Lot number as embossed/ engraved on the stores.</p> <p>(3) OEM Test Certificate.</p> <p>e. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockist shall not be acceptable.</p>		
<p>36 MISCELLANEOUS</p> <p>a. Validity of PBG and LC Shall be extended by the parties till completion of all contractual obligations by the parties as specified in the contract till closure or termination of the contract.</p> <p>b. Stores to be accepted on DPL-15 at consignees end.</p> <p>c. Supplier shall provide a conformance certificate that item supplied conforms to relevant international standards.</p> <p>d. The Supplier shall mention the price of all deliverables separately in financial quote. The same are to be subsequently incorporated in the contract document.</p>		

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<p>37 PACKING MARKING</p> <p>a. Standard Trade Packing worthy of transportation by air/ rail/road so as to ensure the arrival of the stores at the Consignee's warehouse in undamaged condition. Any loss or damage incurred due to sub-standard packing shall be made good by the Supplier free of cost.</p> <p>b. Marking to be in accordance with international standards worthy of transportation by sea, road or air with bold marking as under:</p> <p>FRONT SIDE: Name and address of consignee. OTHER SIDE: Contract No. Dated</p> <p>TOP : Gross Weight</p> <p>c. Dimensions A yellow disc 4" or 6" in diameter According to the size of packing.</p> <p>d. For fragile stores word "FRAGILE" is to be marked in bold letters on all sides of the consignment/package.</p> <p>(1) Any loss or demurrage occurring due to wrong marking or packing shall be borne by the supplier.</p> <p>(2) All stores shall be marked with a broad arrow pointing upwards, by stamping, painting or tallying. Each individual item of stores must bear the Patt No. to facilitate identification.</p>		
<p>38 CORRUPT GIFTS COMMISSIONS</p> <p>The Supplier shall not:</p> <p>a. Offer or give or agree to give to any person in the service of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favour or disfavor to any person in relation to this Contract.</p>		

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<p>b. Enter into this or any other Contract with the Purchaser in connection with which commission has been or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made, particulars of any such commission and of any agreement for the payment therein have been disclosed in writing to the Purchaser.</p>		
<p>39 APPLICABLE LAW, DISPUTES AND ARBITRATION</p> <p>Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) at any time, then such party may by written notice to the other party refer the dispute (s) to final and binding arbitration as provided below:</p> <p>a. The dispute shall be referred for adjudication to two arbitrators one 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.</p> <p>b. The venue of arbitration shall be the place from which the contract is issued or such other place as the Purchaser at his discretion may determine.</p> <p>c. The arbitration award shall be firm and final.</p> <p>d. In the course of arbitration, the contract shall be continuously executed except that part which is under arbitration.</p> <p>e. All proceedings under this clause shall be conducted in English language and in writing.</p>		
<p>40 INSURANCE</p> <p>a. All Stores shall be insured before dispatch. The Supplier/Principal is responsible to initiate</p>		

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<p>insurance cover. Insurance shall be paid at actual in Pakistani Rupees by the CMA (DP), Rawalpindi to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area ISLAMABAD (Pakistan).</p> <p>b. The National Insurance Corporation (NIC) under the National Insurance Fund (NIF) shall issue an all risk cover except war and strikes, riots and civil commotion from Principal's warehouse to the consignee warehouse for C & F value of the stores. The risk on account of war, strikes, riots and civil commotion shall be entirely on the account of the purchaser. The supplier/principal shall finish the following details of consignment immediately at the time of shipment direct to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area, ISLAMABAD.</p> <ol style="list-style-type: none"> (1) Name of Consignee/Insured (2) Contract Number and Date (3) Name of the Vessel/Air Line (4) Date of Sailing/Flight/Vessel No and Date (5) Port/Air Port of Shipment and destination (6) Description of package with markings and Numbers (7) Nature of package, whether crate/bale drum etc. (8) Bill of Lading/Air Way Bill <p>c. The failure of the supplier to carry out the above obligation shall render him liable to make good the loss/losses if any.</p>		
<p>41 OBSOLESCENCE CLAUSE</p> <p>In case of discontinuation of production or any component/part as result of obsolescence or development of upgraded version, the seller shall inform the buyer at-least one year (01) in advance. The seller shall 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.</p>		

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<p>42 PRESERVATION OF GOODS IN CASE OF IMPOSITION OF SANCTIONS</p> <p>The Purchaser emphasizes that in no condition any embargo on Purchaser's Country shall affect the execution of this project. However, in case any sanctions are imposed, the Supplier shall ensure the preservation of Goods, material state/long term storage in accordance with relevant maintenance manuals at its premises for a period of up to 60 Working Days. The Supplier shall not charge Purchaser for preservation of Goods at its premises during such period and shall not sell/dispose them without written agreement of the Purchaser. If such sanctions are in effect beyond such 60 Working Days period, then the Purchaser shall take possession of the Goods where then located or such other location as may be mutually acceptable to the Parties, notwithstanding any provision to the contrary herein contained.</p>		
<p>43 DISPATCH/SHIPPIG INSTRUCTIONS</p> <p>a. Shipment of the store shall be made on _____ basis under the arrangements of supplier. For this purpose, the supplier shall intimate 30 days in advance of Delivery period to purchaser and consignee about readiness of contracted goods/stores and tentative date of dispatch along with name of carrier, preferably PNSC/PIA. In case the PNSC Vessel or PIA craft is not available and supplier intends to ship the store through other airline or vessel whose 1st port of call is not Indian, Bangladeshi or Israeli port, then supplier shall obtain advance permission from this Directorate. In case supplier intends to ship the store through courier then he is to make the shipment through courier on _____ basis without claiming any freight charges and intimation of such shipment is to be communicated to CO EHQ (N) & PDD and consignee 10 days prior reaching the store at Karachi.</p> <p>b. Supplier shall also provide following details at the time of actual dispatch of stores to consignees and purchaser:</p> <p>(1) Contract No and Date.</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>(2) Description of goods. (3) Date of readiness of stores. (4) No of boxes/cases. (5) Weight of each box. (6) Dimensions and Volume. (7) Total weight. (8) Total Volume. (9) Port of shipment. (10) IMCO code if any. (11) Special handling instructions, if any.</p> <p>c. Supplier shall ensure the submission of following documents to consignee i.e. Embarkation Headquarters (Navy) & PDD 10 days prior arrival of the ship/vessel and in case stores are dispatched by Air then 04 days prior arrival of aircraft at the destination in Pakistan.</p> <p>(1) Original Bill of Lading/Airway Bill, 02 Copies (2) Packing list, 01 Copy (3) Invoice, 01 Copy</p> <p>d. Supplier shall send a set of extra photocopies of above documents, one each, to Directorate of Procurement (Navy) and Consignee.</p>		
<p>44 DESIGN CODES (IF APPLICABLE)</p> <p>a. The Supplier shall provide the Goods, Supplies and Services in accordance with internationally recognized codes, standards and recommended best practices. All specified equipment and material shall comply with recognized international codes and standards.</p> <p>b. The Supplier shall inform the Purchaser in writing all the codes, standards and recommended best practices that he intends adopting throughout the design for the written acceptance and written approval of the Purchaser with 3 x hard copies and 1 x soft copy of all the intended & approved codes, standards and recommended practices.</p>		
<p>45 BID DISCOUNT</p> <p>The Supplier may offer unconditional discount, in percentage of their quoted price or bids, before</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partially Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>opening of the financial proposal. The discounted bid price shall be considered as original bid for evaluation being an integral part of the bid. No offer of discount shall be considered after the bids are opened.</p>		
<p>46 FACTORY ACCEPTANCE TRIALS</p> <p>a. OEM shall provide Factory Acceptance Tests (FATs), Setting to Work (STW), Site Acceptance Trials (SATs) procedures (in English) two months in advance for study/ vetting and amendment (if required) by PN. The mutually agreed final acceptance procedures shall be prepared by the OEM and shall be presented for acceptance to PN.</p> <p>b. OEM shall carryout Factory Acceptance Tests (FATs) at OEM premises as per mutually agreed ATPs, in the presence of 03 x members Purchaser's nominated team. Upon successful completion of FATs, OEM is to provide FATs report to the Purchaser alongwith certificate for the completion of FATs. In case, PN decides not to attend FATs, OEM is to forward FATs results certificate to PN prior shipment of system. Acceptance Tests will include but not limited to:</p> <ol style="list-style-type: none"> (1) FATs and Field/ Site Acceptance Trials. (2) System accuracy and performance checks. (3) Verification of Test Range Accuracy. <p>c. FATs Schedule, OEM certified FATs Acceptance Criteria and details of available facilities for testing of the system shall be provided to PN by the Supplier 02 months after Contract Effective Date. All expenditures of FATs including international tickets and boarding/lodging and inland transport shall be borne by the supplier.</p> <p>d. Installation, STW, integration and commissioning/ acceptance trials of the supplied systems shall be carried out in Pakistan i.a.w Clause 27 of Annex 'B', in the presence of Purchaser's reps to prove that the equipment supplied is performing as per mutually agreed acceptance criteria. Acceptance certificate shall be provided by PN within 30 days after successful trials.</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>e. Shipment shall only be allowed only after acceptance of FATs by Purchaser's nominated FATs team.</p>		
<p>47 APPENDIX 1 TO ANNEX B INDENT NO 2190032 DATED 29 NOV 21</p> <p>UNDERTAKING NON – DISCLOSURE CERTIFICATE</p> <p>1. I _____ _____ (Name & Appointment)</p> <p>On behalf of _____ (Name for Firm/Contractor)</p> <p>(With address and Telephone number)</p> <p>2. Do hereby submit an undertaking to abide by the provision of Official Secrets Act 1923 and conditions hereinafter contained. Breach of these provision on my part or any employee of the firm, in addition to any other penalty under law, will render immediate ceasing of further interaction and meetings.</p> <p>Sig _____ Status/ Appointment _____ Place _____ Date _____</p> <p>1. Signature of Witness _____ Name (in block capital) _____ CNIC No _____ (Please attach photocopy) _____ Address _____ _____</p> <p>2. Signature of Witness _____ Name (in block capital) _____</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
CNIC No _____ (Please attach photocopy) _____ Address _____ _____		
48 PROJECT MANAGEMENT REVIEW (PMR) MEETINGS The Supplier's key professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Purchaser's request for meetings without any additional cost, which shall include but not limited to the following meetings: a. Progress timeline/ payment bills meetings. b. Any other meetings held in relation to the project.		
49 PROJECT SCHEDULE The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any other dates or periods the Supplier shall strive to compensate such overruns in order to finally meet any subsequent binding dates. If by reason of any change order, or of any act or omission on the part of the Purchaser, or any event of force majeure the Supplier shall be delayed in the completion of the Contract then provided that the Supplier shall as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable.		
50 SYSTEM SOFTWARE (WHERE APPLICABLE) Software as well as line diagrams and relevant books/documentation leading to software up-gradation, maintenance software up to component level and backup software etc. shall be provided by the manufacturer/Suppliers. In addition following shall also be required:		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partially Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>a. Software program (in English language) shall be user friendly,</p> <p>b. The software modules shall be fully documented in the software documentation for understanding their operations.</p> <p>c. It shall be fully supportable for through life in case of an upgrade in hardware is necessary due to maintainability and/or technological advancements.</p> <p>d. Software shall be warranted for a period of at least 05 years of trouble free operation.</p> <p>e. Necessary software for running the diagnostic test up to component level shall also be provided.</p>		
<p>51 DISTRIBUTION OF DOCUMENTS ON SHIPMENT BY THE FIRM</p> <p>a. Following documents (each bearing Contract No.LC No and SBP Registration No) shall be forwarded to Embarkation Headquarters (Navy) & PDD at NSSD West Wharf Road Karachi by the Supplier:</p> <p>(1) 01 x Original Negotiable Bill of Landing / Air Way Bill and 01 Copy</p> <p>(2) 01 x Copy of Packing List</p> <p>(3) 01 x Copy of Invoice</p> <p>b. Following documents (each bearing Contract No. LC No and SBP Registration No) shall be forwarded to the LC holding bank by the Supplier:</p> <p>(1) 01 x Negotiable Bill of Lading / Air Way Bill</p> <p>(2) 02 x Copies of Packing List</p> <p>(3) 02 x Copies of Invoice</p> <p>c. Following documents (each bearing Contract No. LC No and SBP Registration No) shall be forwarded to Directorate of Procurement (Navy), Naval Complex E-8 Islamabad, Pakistan by the Supplier:</p> <p>(1) 01 x Copy of Negotiable Bill of Lading/ Air Way Bill</p> <p>(2) 01 x Copy of Packing List</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>(3) 01 x Copy of Invoice</p> <p>d. Following documents (each bearing Contract No. LC No and SBP Registration No) shall be forwarded to Insurance Company i.e. National Insurance Corporation (NIC) NIC Building 63-Jinnah Avenue, Blue Area, Islamabad:</p> <p>(1) 01 x Copy of Bill of Lading / Air Way Bill (2) 01 x Copy of Invoice</p> <p>e. A certificate to the effect for the distribution of documents has been issued as given above shall be forwarded to LC holding bank and the purchaser by the supplier within 7 days of obtaining of Bill of Lading/ Air Way Bill. Proof of such a dispatch, like receipt from the courier services etc, shall be provided by the supplier.</p>		
<p>52 ACCEPTANCE CRITERIA</p> <p>a. The equipment will only be acceptable in case of the following:</p> <p>(1) The proposed system meets the contractual specs.</p> <p>(2) Operator/ Maintainer training as per Clause 9 of Annex 'B' is successfully completed.</p> <p>(3) Documentation is provided as per Clause 11 of Annex 'B'.</p> <p>(4) "Certification Requirement" at Clause 50 of Annex 'B' is met.</p> <p>(5) Installation/ commissioning at purchaser site complying all specification/ acceptance criteria are completed.</p> <p>(6) The proposed system qualifies its performance during acceptance trials as per relevant documents/ ATPs.</p> <p>b. Equipment will only be accepted once setting-to-work (STW) and commissioning trials are completed to the satisfaction of end user and in accordance with mutually agreed acceptance</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partially Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Brochure</u>
<p>criteria.</p> <p>c. The final acceptance certificate will be signed by PN within 30 days after successful completion of all acceptance trials to the entire satisfaction of PN.</p>		
<p>53 PROVISION TO BUY ADDITIONAL SYSTEMS</p> <p>If so required by the Purchaser, the Parties may enter into another Contract for purchase of additional system(s), at a comparable cost with the same scope of work at similar terms and conditions as mutually agreed upon if such requirement is conveyed till 31 December 2022. Thereafter, prices shall be discussed mutually.</p>		
<p>54 REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES</p> <p>a. Any Supplier feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report. Redressal of Grievances Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.</p> <p>b. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process. Any Supplier not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.</p>		
<p>55 NO LICENSE</p> <p>All Confidential Information shared under this Agreement shall remain the exclusive property of the Purchaser, and the Supplier shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information to the Supplier.</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partially Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>56 PERFORMANCE BANK GUARANTEE</p> <p>a. To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional and irrevocable 10% PBG, within 30 days of contract signing from a scheduled Pakistani Bank (on a Judicial Stamp Paper of the value of Rs. 100.00), in the same currency as that of the Contract and endorsed in the favour of CMA(DP) Rawalpindi. The CMA(DP), Rawalpindi has the like power of seeking encashment of the PBG as if the same has been demanded by the Purchaser himself. This PBG shall remain valid for 60 days beyond the completion of warranty period.</p> <p>b. If the Supplier fails to issue the Bank Guarantee within the specified period because of circumstances that the Supplier is responsible for, the Purchaser reserves the right of cancelling the Contract.</p> <p>c. In the event of any material breach of terms of Contract having implication on Time schedule and Scope of Work beyond the acceptable limits defined in this Contract, the Supplier shall be given a written notification to satisfy the breach within 30 days and if the Supplier fails to take satisfactory remedial actions, Purchaser shall have the right to forfeit the PBG but only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to hinder/restrain encashment of PBG provided to the Purchaser on account of this contract through any court, extra judicial or any other process including administrative in nature whatsoever.</p>		
<p>57 RISK PURCHASE</p> <p>In the event of failure on the part of the supplier to comply with the contractual obligations, the contract is liable to be cancelled at the risk and expense of the Supplier in accordance with DPP&I-35 (Revised 2019). The Purchaser shall be entitled to receive back all advance payments made by him along with any other compensation as mutually agreed to offset the Purchaser's risk of cost escalation of meeting same requirement from elsewhere.</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>58 PORT & DOCK CHARGES</p> <p>“All port & dock charges shall be paid at actual (If applicable) by Supply Officer PN Embarkation Headquarters, West Wharf Road Karachi on submission of the bills duly verified by Commanding Officer PN EHQ(N) & PDD in Pak Currency”.</p>		
<p>59 CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES</p> <p>a. The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination.</p> <p>b. The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and Services.</p> <p>c. All amounts stated to be payable by Purchaser pursuant to this Contract exclude any value added tax (VAT), sales tax, service tax, taxes on turnover or similar taxes. If the supply of Equipment or Services hereunder are chargeable to any value added tax, sales tax, service tax, taxes on turnover or similar taxes inside country of destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser.</p> <p>d. Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Equipment.</p> <p>e. If Purchaser is required by any law to make any deduction or withholding from any amount payable to Supplier under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier shall receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the amount which it shall have</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>received had no deduction or withholding been required to have been made. Purchaser shall pay any such withholding or deduction to the relevant authority as required by law and shall promptly provide Supplier with an official receipt or certificate in respect of the payment of the withholding or deduction.</p>		
<p>60 LIABILITY</p> <p>a. The supplier shall not be liable under any circumstances to the buyer, its officers, agent, employees, successors and / or assignees, for any special, consequential and / or incidental damage of whatsoever kind or nature, including, without limitation, any loss, cost, damage loss of revenue or profit or loss of user, incurred or suffered by the buyer or any third party arising out of or in connection with this contract.</p> <p>b. The foregoing shall not affect buyers right to claim compensation against the supplier for damages suffered by the buyer arising directly from the performance, bad performance or non-performance of the suppliers duties and / or obligations under the contract provided however that the aggregate liability of the suppliers in connection with this contract for any cause whatsoever including indemnity and risk purchase, shall not exceed hundred percent (100%) of the total price actually paid to the supplier under this contract.</p>		
<p>61 Not Applicable</p>		
<p>62 WORKMANSHIP AND MATERIALS</p> <p>a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and</p>		

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<p>workmanlike manner in accordance with recognized good practice. The Supplier shall submit for approval of the purchaser, his detailed method statement(s) for the execution of such items of work as may be desired by the Purchaser. Approval of such method statement(s) shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional costs.</p> <p>b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work onboard/ Site which is about to be covered up or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonable delay carry out the examination, measurement or testing.</p>		
<p>63 INSPECTION OF STORES AT CONSIGNEE'S END</p> <p>a. The stores shall be Jointly accepted and inspected by team of following officers/ Reps:</p> <p>(1) Reps of Supplier (2) Reps of End User (3) Rep of concerned depot () Rep of CINS</p> <p>b. Upon arrival of Stores at consignee's end, above team shall inspect and test the goods to verify their conformity to the contract specifications.</p> <p>c. The consignee shall inform the Supplier about arrival of consignment immediately on receipt of stores through fax. If no response from the Supplier is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores shall be binding on the Supplier in such cases.</p> <p>d. Purchaser shall notify the Supplier in writing of the identity to any representatives entrusted for this purpose. If for the reasons of economy, or any other reason, the Supplier decides not to nominate</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>his representative for such checking; an advance written notice to this effect shall be given by the Supplier to the consignee prior to or immediately on shipment of stores. In such an event, the Supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken, as final and any discrepancy found shall be accordingly made up by the Supplier.</p> <p>e. The technical specifications shall specify inspections/ tests criteria as required by the Purchaser and place of conduct.</p> <p>f. If any inspected or tested goods fail to conform to the specifications, Purchaser may reject them and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements, free of cost to Purchaser.</p> <p>g. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan shall in no way be limited or waived by reasons of the goods having previously been inspected, tested and passed by Purchaser or its representative prior to the goods shipment from the country of origin.</p>		
<p>64 ILS (INTEGRATED LOGISTIC SUPPORT) PACKAGE</p> <p>This package shall manage cost effective support of the offered system which includes following:</p> <p>a. Supportability requirements (Technical manuals covering level 1 to level 4 maintenance, spares lists, illustrated part catalogues, list of lub oils/ greases used etc.)</p> <p>b. Maintenance Planning and Supply Support information package.</p> <p>c. Tools and test equipment required.</p> <p>d. Logistics support requirements for through life support of the platform.</p> <p>e. Necessary documents/data indication basis for calculation of declared/ notified MTBF of the systems/</p> <p>f. List of recommended Onboard/ depot spares.</p>		

<u>S.No and Description</u>	<u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u>	<u>Reference to attached Firm's proposal/Bro chure</u>
<p>65 SPARES (WHERE APPLICABLE) & TEST EQUIPMENTS</p> <p>The list of spares package and test equipments shall be based on OEM, experience/ practice to enable correct and precise measurements and through life supportability of system. The Supplier shall provide 01 year onboard spares free of cost and list of 03 years depot spares (if required by Purchaser) on payment.</p>		
<p>66 COMMISSIONING/ INSTALLATION</p> <p>a. Commissioning and STW of system/ equipment is to be arranged within 30 days of supply of equipment by the supplier through OEM or their authorized rep(s) at Purchaser's site.</p> <p>b. Any defect/ damage to the equipment during commissioning trials shall be repaired or replaced by the supplier without any additional cost.</p>		

DP-3

Tender No .B2112310395.....

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

To:

Directorate of Procurement (Navy)
through Bahria Gate Near SNIDS
Center, CDA Market
at Naval Residential Complex
Sector E-8, Islamabad
Tele : 051-9262310
Email : dpn@paknavy.gov.pk

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 90 day 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. DDP&I (Revised- 2019) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. 3. The following pages have been added to and form part of this tender:

- a.
- b.
- c.

YOURS FAITHFULLY,

.....
(SIGNATURE OF TENDERER)
.....
(CAPACITY IN WHICH SIGNING)
ADDRESS:.....
DATE.....
SIGNATURE OF WITNESS.....
ADDRESS.....

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

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

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON 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 :

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

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