

COVERING SHEET

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

Yours truly,

Signature of Tenderer

Complete Name

Capacity in which Signing

Date

Seal/Stamp of Firm

Contact Numbers Assistant Directors Procurement DP(Navy)

ADP-36 051-9262307

DIRECTORATE PROCUREMENT (NAVY)

Tender No.....
 Directorate of Procurement (Navy)
 Near SNID Centre, CDA Market
 At Naval Residential Complex
 Sector E-8, ISLAMBAD
 Tel: 051-9262307
 Fax : 051-2100104
 E-mail: dpn@paknavy.gov.pk

M/s _____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

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

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

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

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

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

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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.

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

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

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

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

Directorate of Procurement (Navy)
Plot No B-2 Hilal Road Sector F-11/1
ISLAMABAD
Tel: 051-9267408
Fax : 051-2100104
E-mail: dpn@paknavy.gov.pk

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

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

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7. **Validity of Offer.**

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

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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.

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| <p>8. <u>Part Bid.</u> Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>9. <u>Quoting of Rates.</u> Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>10. <u>Return of I/T.</u> ITs are to be handled as per following guidelines:</p> | | |
| <p>a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>c. It is a standard practice to invite all firm(s) including those un-registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>11. <u>Withdrawal of Offer.</u> Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>12. <u>Provision of Documents in case of Contract.</u> In case any firm wins a contract, it will deposit following documents before award of contract:</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>a. Proof of firm's financial capability.</p> | <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> |
| <p>b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.</p> | | |
| <p>c. Principal/Agency Agreement.</p> | | |
| <p>d. Registration with DGDP (Provisional Registration is mandatory)</p> | | |

13. **Treasury Challan.**

Attached

Not
Attached

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

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

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

Attached

Not
Attached

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

(i) **REGISTERED/INDEXED/PRE-QUALIFIED FIRMS.** 2% OF THE QUOTED VALUE SUBJECT TO MAXIMUM CEILING OF Rs. 0.200 MILLION.

(ii) **Registered/Pre-Qualified but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 0.400 Million.

b. **Return of Earnest Money**

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

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

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

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

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

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

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

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

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

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

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

c. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

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

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

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| a. 1 st rejection on Govt. expense | <input type="checkbox"/> | <input type="checkbox"/> |
| b. 2 nd rejection on supplier expense | <input type="checkbox"/> | <input type="checkbox"/> |
| c. 3 rd rejection contract cancellation will be initiated. | <input type="checkbox"/> | <input type="checkbox"/> |

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

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<input type="checkbox"/>	<input type="checkbox"/>
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21. **Integrity Pact.** There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:

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<input type="checkbox"/>	<input type="checkbox"/>
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| 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 dponavy@paknavy.gov.pk | Understood
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| | <input type="checkbox"/> | <input type="checkbox"/> |

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| 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, <u>PERMANENT BLACKLISTING</u> of firm / company through DGDP and | Understood
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legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.

- c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9267408 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.
- Understood agreed Understood not agreed
22. **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 & Consignee respectively with copy endorsed to the DP (Navy).
- Understood agreed Understood not agreed
23. **Pre-shipment Inspection.** PN may send a team of officers including DP(N) member for the inspection of major equipment 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.**
- a. Prices offered against this tender are to be firm and final.
- b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.
- Understood agreed Understood not agreed
- c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated

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

27. **Force Majeure.**

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

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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:

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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 Islamabad, Pakistan shall have jurisdiction to decide the matter.

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

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

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

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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.

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34. **Termination of Contract.**

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

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

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

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

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

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

35. **Rights Reserved.** Directorate of Procurement (Navy), Islamabad 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;

a. Received later than appointed/fixed date and time. Understood agreed Understood not agreed

b. Offers are found conditional or incomplete in any respect.

c. There is any deviation from the General /Special/Technical Instructions contained in this tender. Understood agreed Understood not agreed

d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.

d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.

e. Treasury challan is NOT attached with the offer.

f. Multiple rates are quoted against one item.

g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.

j. Subject to restriction of export license.

k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.

l. If the validity of the agency agreement is expired.

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

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

Understood agreed Understood not agreed

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

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

Understood agreed Understood not agreed

41. **For Firms Not Registered with DGDP.** Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website www.dgdp.gov.pk. These firms can participate in tender i.a.w. paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

Understood agreed Understood not agreed

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 (DGDP):

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 & Taxation)

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

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

44. The above terms and conditions are confirmed in total for acceptance.

45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2190356/R-2111/360122/P-36** dated **10-11-2021**. This tender will be closed for acceptance at 1030 Hours and will be opened at **1100 Hours** on **30-11-2021**. Please drop tender in the Tender Box No **205**.
2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer may be rejected.
3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same can be requested from DP (N) at Email dpn@paknavy.gov.pk

S#	<u>DETAIL OF STORES</u>	QTY/ UNIT	UNITPRICE	TOTALPRICE
1	STUN GRENADE (SINGLE BANG)	200 Nos		
2	STUN GRENADE (MULTI BANG)	200 Nos		
3	CS GRENADE	200 Nos		
	Technical Specification as Per Annex A.			
	General Terms & Conditions as per Annex B.			
	<u>OEM:</u>			
	<u>Above mentioned price exclusive sale Tax YES / NO</u>			
	<u>Grand Total</u>			

Terms & Conditions

1. **Special Instructions** : CATEGORY- B
2. **Terms of Payment** : As per Clause-5 of Annex B
3. **Origin of Stores** : To be indicated by Firms.
4. **Origin of OEM** : To be indicated by Firms.
5. **Technical Scrutiny Report:** Required.
6. **Delivery Period** : As per Clause-04 of Annex B
7. **Currency** : Pak Rupees
8. **Basis for acceptance** : **FOR Basis.**
9. **Bid validity** : **120 days**

10. **Tendering procedure** Single Stage - Two Envelope bidding procedure will be followed as per PPRA Rules, 2004. PPRA Rule 36 refers.

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

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

(i) **Registered/Indexed/Pre-Qualified Firms.** 2% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.

(ii) **Registered/Pre-Qualified but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 0.400 Million.

b. **Return of Earnest Money**

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

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

c. **Improper/ Insufficient Earnest Money** Earnest Money/ Bid security furnished with tender is to be strictly in conformity of tender/ IT conditions. In case amount of Earnest Money/ Bid Security is improper/ insufficient and in violation of IT clauses (DP-1 clause 14), offer will be rejected and Earnest Money will also be confiscated for crediting in Govt. treasury.

12. **Special Note.**

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

b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.

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

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

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

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

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

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

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

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

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

SPECIAL INSTRUCTIONS – INDENT NO _____

CATEGORY- B

SOURCE OF SUPPLY

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

ORIGIN OF SUPPLY

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

UPDATES & CURRENT INFORMATION

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

DOCUMENTATION REQUIRED

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

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

Yours faithfully,

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

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST

MONEY
IMPORTANT

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

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

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

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

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

Tender No.....

Name of the Firm.....

DGDP Registration No.....

Address.....

Date.....

Telephone No.

Official E-Mail.....

Fax No

Mobile No of contact person.....

To:

Directorate of Procurement (Navy)
Near SNID Centre, CDA Market
At Naval Residential Complex
Sector E-8, ISLAMBAD
Tel: 051-9262307
Fax : 051-2100104

Dear Sir

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

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

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

- a.
- b.
- c.

Yours faithfully,

.....
(Signature of Tenderer)

.....
(Capacity in which signing)

Address:.....

Date.....

Signature of Witness.....

ADDRESS.....

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


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

TECHNICAL SPECIFICATION

S. No	Specification	FIRM'S Reply (Complied/Partially Complied/ Not Complied)	Firm's Reply / Remarks
Note	Guidelines for firm for Submitting Technical Proposals for Technical Evaluation Firm is required to clearly mention Complied / Partially Complied / Not Complied remarks against each Clause and qualify same through mentioning references in respective clause from the attached firm's technical proposal/brochures as per following format: a. Proposed System Weight: 40 to 60 KG	Complied	Refer Para-3 of firm proposals / brochures
DETAILS OF STORES			
1.	<u>Stun Grenade (Single Bang)</u> : Qty-200 Illumination/Flash Intensity : 4.75+0.5 M Candle Power Sound Intensity : 140-170dB Delay Time : 1-2.3 Sec Weight : 100+10gm Diameter : 48.0+1mm Length : 132 ± 5mm Shelf Life : 3 Years Material of Main Body : Polyurethane Operating Temp : -20°C to +52°C Storage Temp : Room Temp Humidity : Avoid Consistent Extreme Humid Conditions		
2.	<u>Stun Grenade (Multi Bang)</u> : Qty-200 Illumination/Flash Intensity : 4.75+0.5 M Candle Power Sound Intensity : 140-170dB Delay Time : 1-2.3 Sec Weight : 530+560gm Diameter : 40+1mm Length : 118 ± 2mm Function Time : 4-5 Sec Material of Main Body : Mild Steel Number of Bangs : 4 – 6 Shelf Life : 3 Years Operating Temp : -20°C to +52°C Storage Temp : Room Temp Humidity : Avoid Consistent Extreme Humid Conditions		
3.	<u>CS Grenade</u> : Qty-200 Length : 150+0.5mm Outer Diameter : 56+0.5mm Inner Diameter : 53+0.5mm Overall Weight : 415+15gm Weight of Charge : 200 ± 10gm Delay Time : 2.0 ± 1.0 Sec Burning Time : 30+10 Sec Shelf Life : 04 Years Storage Temp : Room Temp Operating Temp : -20°C to +52°C Humidity : Avoid Consistent Extreme Humid Conditions		




GENERAL TERMS & CONDITIONS

S No	SPECIAL INSTRUCTIONS/REQUIREMENTS	FIRM'S Reply (Complied/ Partially Complied / Not Complied	FIRM'S REPLY/ REMARKS
Note	<p>Guidelines for firm for Submitting Technical Proposals for Technical Evaluation Firm is required to clearly mention Complied / Partially Complied / Not Complied remarks against each Clause and qualify same through mentioning references in respective clause from the attached firm's technical proposal/brochures as per following format:</p> <p>a. Proposed System Weight: 40 to 60 KG</p>		
1.	ORIGIN OF OEM: Local		
2.	ACCEPTABLE MAKE: M/s DESTO or equivalent		
3.	<p>COMPLETE DESCRIPTION / RELEVANT INFORMATION (PPRA RULE 10)</p> <p>a. Stun Grenade (Single Bang) Qty-200 b. Stun Grenade (Multi Bang) Qty-200 c. CS Grenade Qty-200</p>		
4.	<p>DELIVERY SCHEDULE</p> <p>a. Within 12 months after signing of contract, on FOR basis. b. Part delivery is not allowed.</p>		
5.	<p>Payment Schedule</p> <p>a. As per DPP&I-35(Revised-2019) or as decided by DP (N). b. 60% payment on completion of following:</p> <p>(1). Delivery at FOR Karachi alongwith tools/stores. (2). Joint Inspection. (3). Provision of documents.</p> <p>c. 40% payment on completion of following:</p> <p>(a). Issuance of acceptance certificate. (b). Issuance of CRV by consignee</p>		
6.	<p>WARRANTY / GUARANTEE</p> <p>a. Supplier is to guarantee that product is as per specs of the contract.</p> <p>b. Complete equipment including accessories are to be warranted by the supplier for a period of 01 year, for all defects from the date of final acceptance by PN.</p> <p>c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are not procured directly from OEM or his authorized dealer/agent/stockiest will not be acceptable.</p> <p>d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.</p> <p>e. Post delivery, the supplier will replace DDP at consignee's warehouse without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/damaged or not within the limits and tolerances of specifications, on in any way not in accordance with the terms of the contract at the time of Joint Inspection.</p> <p>f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN.</p>		

7.	ACCEPTANCE CRITERIA Inspection / acceptance of store will be made by NAI(OA) rep on the basis of specification, description nomenclature and physical condition of Ammo etc.		
8.	MANUFACTURING DATE: The stores should be of latest date of manufacture.		
9.	INSPECTION ECA / CINA Rep at firm premises		
10.	CERTIFICATE OF CONFORMANCE BY OEM: Firm/supplier shall provide correct and valid e-mail and fax No to ECA/CINA and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to ECA/CINA or is to be e-mailed to ECA/CINA under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, ECA/CINA shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM Conformance Certificate will be black listed. OEM's CoC must have following information: a. Part/Pattern No. of Equipment. b. Date / Period of Manufacturing. c. S. No/Batch No/Lot No should be embossed / engraved on the equipment. d. OEM test certificates/FATs/Certification/approval as applicable.		
11.	PERFORMANCE BANK GUARANTEE To ensure timely and correct supply of stores, the firm will furnish an irrevocable and un-conditional performance BG within 30 days of signing of contract from a scheduled bank of Pakistan for an amount equal to 10% of the total value of the Contract (on a Judicial Stamp Paper) of appropriate value as per prescribed format. <i>It shall remain in force till 60 days beyond the completion of warranty period.</i>		
12.	BUY BACK The Seller will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Buyer, within 05 years from the final acceptance of the equipment/system.		
13.	LIQUIDATED DAMAGES Liquidated Damages upto 2% but not less than 1% per month or a part of month are liable to be imposed on the suppliers by the purchaser in accordance with DPP&I-35, if the stores/ services supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.		
14.	ADDITIONAL PURCHASE Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the equipment at the cost by calculating inflation rate/appreciation or depreciation rate announced by Government of Supplier's country. The Supplier may however sell stores at a lower cost.		
15.	OBTAINING LICENSE It is responsibility of supplier to obtain license/permits etc (if any) in the supplier's country. Failure to obtain the same shall not constitute grounds for "Force Majeure".		
16.	COMPENSATION ON BREACH OF CONTRACT If the Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.		



17.	SECURITY: The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. In this regard 'Non Disclosure Agreement (NDA)' as per format at Appendix _____ is to be signed by the firm at the time of signing of contract'		
18.	INDEMNITY: The Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.		
19.	SUBLETTING: The supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.		
20.	CORRESPONDENCE All correspondence shall be addressed to the purchaser under intimation to consignee. Correspondence pertaining to payment and issue of Delivery receipt may be addressed to CMA (DP) Rawalpindi and the consignee respectively alongwith copy endorsed to the purchaser i.e DP(N).		
21.	RISK PURCHASE In the event of failure on the part of supplier to comply with the contractual obligations, the contract will be cancelled at the risk and expense of the supplier in accordance with DPP-I-35.		
22.	<p>FORCE MAJEURE The Supplier shall not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God/Pandemic, war, riots, civil commotion, strike, lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the Supplier and events or circumstances on which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 30 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores or of export permit for the export of the contracted store from the country of its origin shall not constitute force majeure.</p> <p>a. 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 <u>30</u> days from the start to force majeure event.</p> <p>b. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by Supplier. 39.4. Where the delay was due to genuine force majeure event it shall extend the delivery for a period equal to the period in which such Force Majeure/Pandemic remains operative.</p> <p>c. Such extension in delivery period, due to Force Majeure/Pandemic, shall not entitle the Supplier to claim any extra cost from the Purchaser.</p>		
23.	PRICE VARIATION Prices in the schedule of stores of the contract are firm and final. The stores must be of brand new manufacture.		
24.	PENALTY The Seller before making the shipment will 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 test/trials, the buyer has the right to outrightly reject the equipment of impose penalty at the rate of 2-5% of the value of the relevant equipment/items. The penalty shall not absolve the seller to undertake the repairs in Pakistan or on board 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.		

25.	<p>DISCREPANCY The consignee will render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost of DDP Consignee's warehouse within 30 days.</p>		
26.	<p>TSR TSR of the case will be carried out by a committee nominated by NHQ.</p>		
27.	<p>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 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 Laws.</p> <p>b. The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine.</p> <p>c. The arbitration award shall be firm and final and binding on both the parties to the contract.</p> <p>d. In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration.</p> <p>e. All proceedings under this clause shall be conducted in English language and in writing.</p>		
28.	<p>AMENDMENT IN THE CONTRACT Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties.</p>		
29.	<p>TERMINATION OF CONTRACT</p> <p>a. If at any time during the currency of the contract Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.</p> <p>b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either to have any part thereof completed and take the delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such a case materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser.</p> <p>c. No payment shall however be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received.</p> <p>d. Should the Supplier fail to deliver goods/services in time as per terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.</p>		



30.	CONSIGNEE: CO PNAD Hub River Road Karachi (Phone No 021-48509541)		
31.	PACKING OF STORES: a. NA Store is required to be sealed packing against any ingress of atmospheric moisture i.e. self sealed packed in suitable hermetically sealed container. b. Marked with explosive contents and hazard classification code (1.4S) on outer packing.		
32.	Integrity Pact This contract is required to be supported by integrity pact which is to be signed by Supplier and Purchaser at the time of signing of contract.		
33.	COURT OF JURISDICTION: All disputes arising in connection with this contract shall be sorted out through mutual discussions. Unsettled issues may however be dealt with under the laws of Pakistan. The Courts at Rawalpindi/Islamabad shall be the Courts of Jurisdiction for any dispute relating to this contract for adjudication.		

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 Messer's _____

(Full Name and Address)

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

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

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

b. To keep this Guarantee in force till _____.

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

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

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

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)