

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/FOR 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:

<u>Sealed Envelop 1 – Technical Offer in Duplicate</u>			
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		
<u>Sealed Envelop 2 – Earnest Money</u> This Envelop must contain Earnest Money only.			
<u>Sealed Envelop 3 – Commercial Offer</u>			
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

<input type="checkbox"/>	<input type="checkbox"/>
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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 Rawalpindi, Pakistan shall have jurisdiction to decide the matter

Understood agreed Understood not agreed

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

<input type="checkbox"/>	<input type="checkbox"/>
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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 DPP I-35.

Understood agreed Understood not agreed

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

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

Understood
agreed

Understood
not agreed

34. Termination of Contract.

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

Understood
agreed

Understood
not agreed

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

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

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

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. **2190393/R-2112/310400** Dated 19-11-21 This tender will be closed for acceptance at 1030 Hours and Will be opened at **11:00** Hours on **10-03-2022** 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	OAS facility and Nodes for SKELETON and I Level Workshop setup at NAS Turbat Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	As per List attached at Annex 'A'		
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 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 01 Month of Signing of Contract
6. Currency PAK RUPEES
7. Basis for acceptance FOR/DDP basis
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 Single Stage - Two bidding procedure will be followed . PPRA Envelopes
10. Earnest Money/Tender Bond

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

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

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

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

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

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

b. Return of Earnest Money

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

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

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.

TECHNICAL SPECIFICATIONS

S. No	<u>TECHNICAL SPECIFICATIONS OF TELECOM/ NETWORK RELATED STORES/ HARDWARE</u>	Firm's Reply (Complied/ Partially Complied/ Not Complied)	Reference to Attached Firm's Technical Proposals/ Broachers
<u>SCOPE OF PROJECT:</u> The scope of project is to laying of OFC, installation/ commissioning of equipment and provision of stores which includes but not limited to following aspects			
	Item Description	Qty / No	
1.	24 Core (SMF-28 Ultra),Multi loose tube(PBT)+Jelly Filled+ Central strength member FRP+ water blocking tape, Corrugated steel tape+ Outer PE Black	6000 meter	
2.	12 Core OFC (SMF-28 Ultra),Central loose tube(PBT)+Jelly Filled+ 2 side strength steel member+ water blocking tape, Corrugated steel tape+ Outer PE Black	3700 meter	
3.	SR-IU 19" sliding fiber ODF Panel/loaded with 12F pigtail, SC adopter and Harnessing Material or equivalent	02 Set	
4.	ODF Panel 24 Core (SR-IU 19" sliding fiber ODF Panel/loaded with 24FV, SC adopter and Harnessing Material or equivalent	12 Set	
5.	Joint Enclosure (Straight Enclosure 1 to 2 trace Capacity with hanging hooks, with air valves, with grounding	03	

	device) or equivalent			
6.	SC to FC patch cords(LSZH 3 m) or equivalent	30		
7.	SC to FC patch cords(LS ZH 6 m) or equivalent	25		
8.	57 mm HDPE pipe	9500 meter		
9.	Warning Tape	9500 meter		
10.	OFC road marker	30		
11.	MUX/DE MUX single fiber (Analogue telephone F/O converter: 32-Ch Telephone lines (FXG and FXS) +1-Ch 100 M Ethernet, FC, single mode(9/125 um),20 km or equivalent	02		
12.	Teleco Jumper cords for MUX termination or equivalent	04		
13.	Manageable switch(HP) 24 ports (24 Port Ethernet Port 2/4 SFP gig port manageable switch (HP/Huawei)) or equivalent	09		
14.	SFP module 10 km	04		
15.	Media convertor double port	06		
16.	Cat 6 UTP cable(4 PR 23 A WG cat 6 UTP cable)	02 Roll		
17.	Channel duct pipe	500 feet		
18.	Wall mount MDF Box with frame for 30 pair IDC module	03		
19.	Wall mount MDF Box with frame for 10 pair IDC module	07		
20.	Disconnection IDC module(krone)	30		

21.	Excavation 3 Ft depth, soft area and rocky area 1-1.5 feet, laying FOC, pipe, caution tape with back filling	9700 Meter		
22.	Laying of FO cable in existing duct	9700 Meter		
23.	Hand hole 4 x 4 x 4	20 in number		
24.	Laying of UTP cable with duct	600 Meter		
25.	Installation and splicing of OFC with ODF	264 Core		
26.	Termination of disconnection IDC module 10 pair	30 Core		
27.	Installation and configuration of MUX and Switches	01 x Job		
28.	Transportation and technical supervision	01 x Job		

General Requirements/Conditions

ANNEX 'B' TO

Indent No. 2190393

Indent Date. 2021-11-19 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/Bro chure</u>
<p>1 PERFORMANCE BANK GUARANTEE (PBG)</p> <p>“To ensure timely and correct supply of stores, the firm will furnish an irrevocable and un-conditional Performance BG within 30 days of signing of contract from a scheduled bank for an amount equal to 10% of the total value of the contract (on a judicial stamp paper) of appropriate value as per prescribed format. It shall remain in force till 60 days beyond completion of warranty period.</p>		
<p>2 PRICES OF THE ITEMS</p> <p>a. Prices should be quoted in PKR on FOR basis.</p> <p>b. The Price quoted should be firm, final and clearly written/ typed without any ambiguity.</p> <p>c. The price should include all the government taxes, duties, delivery and installation charges etc.</p> <p>d. The rates/ prices shall be clearly entered against each item in the BOQ. Any item against which no rate or price is entered and left blank by the bidder shall be deemed covered by the rates/prices for other items in the BOQ.</p> <p>e. The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.</p> <p>f. The bidder shall quote the prices of individual items within the system.</p> <p>g. The supplier should mention the price of all deliverables (i.eEquipments/ Services, Spares, ILS/ Documentation/ Test Bench/ Tools/ Test Equipments/, Installation/ Integration, Test/ Trials/ Commissioning, Taxes, Freight, Insurance/ services / jobs etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document.</p>		
<p>3 DOCUMENTATION</p> <p>System documentation should be on the following guidelines:</p> <p>a. Complete documentation in English should</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>be provided.</p> <p>b. Operating manuals must cover operating procedures of the exchange, telephone sets, operator consoles and all other associated equipment. It should cover complete configuration details providing detailed step by step task, which is easy to understand and comprehend.</p> <p>c. Maintenance manuals must give detailed description and circuit diagrams of all components, modules, PCBs, signal flow diagrams, trouble shooting procedures as well as calibration procedures and interfaces.</p> <p>d. The commercial equivalents of all components should also be indicated in maintenance manuals.</p> <p>e. Price catalogue for spares / modules.</p> <p>g. Import documents for the imported stores are to be provided by supplier.</p>		
<p>4 BUY BACK</p> <p>The Seller will buy back the spares supplied as part of this Contract at the selling price, which are no longer required as indicated by the Buyer, within five (5) years from the final acceptance of the systems</p>		
<p>5 DISCREPANCY</p> <p>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 on DDP Karachi at consignees ware house within 15 days.</p>		
<p>6 COMPENSATION ON BREACH OF CONTRACT</p> <p>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.</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>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.</p>		
<p>7 PENALTY</p> <p>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 out rightly reject the equipment or impose penalty at the rate of 2-5 % of the value of the relevant equipment/item. The penalty shall not absolve the Seller to undertake the repairs in Pakistan or aboard at his cost and expense. This shall be in addition to the penalties and obligations covered in the contract like warranty/guarantee obligations on Form DPL-15.</p>		
<p>8 INTEGRITY PACT</p> <p>Supplier is to sign the integrity pact as per format at Appendix-II to Annex 'B' of this contract upon signing of contract.</p>		
<p>9 FORCE MAJEURE</p> <p>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, 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 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 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 15 days from the start to force majeure event.</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>b. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by Supplier. 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 remains operative.</p> <p>c. Such extension in delivery period, due to force majeure, shall not entitle the Supplier to claim any extra cost from the Purchaser.</p>		
<p>10 TERMINATION OF CONTRACT</p> <p>a. If at any time during currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.</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>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</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>
the contract fully or any part thereof at the risk and expense (RE) of the Supplier.		
<p>11 INDEMNITY</p> <p>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 fulfilment 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. Supplier is to provide indemnity bond as per specimen enclosed at Appendix-II to Annex B of this contract.</p>		
<p>12 CERTIFICATE OF CONFORMANCE (COC) BY OEM</p> <p>Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier/ contracting Supplier shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies/ Suppliers rendering false OEM Conformance Certificates shall be black listed. OEMs CoC must have following information:</p> <p>(1) Part/Pattern No. of equipment. (2) Date/period of manufacturing. (3) S. No/Batch No/Lot No should be embossed / engraved on the equipment. (4) OEM test certificate/ FATs/ Certification/ approval as applicable.</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>13 INSPECTION OF STORES</p> <p>a. Inspecting Authority: Joint Inspection Team nominated by NHQ Rep of CINS, GM Data Centre, end user/specialist user, NSD and rep of supplier to carry out joint inspection of delivered equipment/stores at NSD within 15 days of receipt of stores by PN</p> <p>b. Place of Inspection: Consignee premises (ie NSD).</p> <p>c. Inspection shall be arranged within 15 days of delivery of store at consignee premises.</p> <p>d. Rejection of stores will be governed by following rules:</p> <p>(i). 1st rejection on Govt expense. (only time liability /time penalty shall not be charged from supplier).</p> <p>(ii) 2nd rejection on supplier expense (time liability/time penalty in the shape of LD shall be imposed by CPO if delay in delivery of store occurs).</p> <p>(iii) 3rd rejection contract cancellation shall be recommended The seller shall inform Buyer through telex/fax about the date of inspection at least 30 days in advance so that the Buyer representatives can be present at site.</p>		
<p>14 PRICE VARIATION</p> <p>Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture.</p>		
<p>15 WARRANTY</p> <p>The stores and all its associated accessories are to be warranted by the supplier for a period of three (3) years for all defects in hardware from the date of final acceptance by PN. Moreover all associated software will be warranted by supplier for a period of ten (10) years. The supplier will guarantee that the articles supplied under the terms of this contract are of the latest</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>version and all modifications/updation have been incorporated in the equipment being supplied. The supplier will guarantee that the stores produced are of the current production and brand new, in accordance with approved drawing, and in all respects in accordance with the terms of the contract, and that the materials used, whether or not of his manufacture, are in accordance with the latest appropriate standard specifications, and also in accordance with good workmanship.</p> <p>The supplier will replace DDP at consignees ware house free of cost every article of part thereof which before use or in use shall be found defective or not within the limits and tolerances of specifications requirements, or in any way not in accordance with the terms of the contract within 30 days.</p> <p>In case of suppliers' failure to replace the defective stores free of cost within a reasonable period, he will refund relevant cost (as the case may be) in the currency in which received including devaluation factor with penalty.</p>		
<p>16 LIQUIDATED DAMAGE: 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.</p>		
<p>17 PAYMENT TERMS/PAYMENT</p> <p>MILESTONES: Payment terms will be governed as under:</p> <p>(1) As per DPP&I-35 (Revised-2019) or as decided by DP (N).</p> <p>(2) 60% payment on completion of following:</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>(a). Delivery at FOR Karachi alongwith tools/stores.</p> <p>(b). Joint Inspection.</p> <p>(c). Provision of documents.</p> <p>(3) 20% payment on Successful completion of installation/ integration/ interfacing/ STW/ commissioning of platform/ equipment/ machinery at purchaser site complying all specifications/ acceptance criteria and issuance of acceptance certificate by end user:</p> <p>(4) 20% Issuance of CRV by consignee.</p>		
<p>18 EQUIPMENT PACKING</p> <p>Packing details and other requirements for Equipment to include following aspect:</p> <p>a. Packing note detailing the contents of the consignment/package.</p> <p>b. Packing is to be marked as under:</p> <p>FRONT SIDE: Name and address of consignee OTHER SIDE: Contract No _____ Dated_____</p> <p>TOP: _____ Gross Weight_____</p> <p>Dimensions A yellow disc 4” or 6” in diameter, according to the size of the packing.</p> <p>c. All stores should be marked with broad arrow pointing upwards, by stamping, painting or tallying. Each individual item of stores must bear the pattern number to facilitate identification.</p> <p>d. Depot storage requirement/details to be specified.</p> <p>e. Detailed environmental effects/requirements to be specified.</p> <p>f. Stocking details/limit in depot to be specified.</p>		
<p>19 ORIGIN OF STORES</p> <p>Hardwar/ stores are to be imported (except India & Israel) or locally procured. In case of imported item firm must specify country of origin including make & brand.</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>20 CONTINUOUS LOGISTIC SUPPORT</p> <p>The seller will guarantee to supply the necessary spares for next 10 years from the date of signing of the contract. A certificate to this effect be provided by the seller prior to acceptance of the system. All the COTS (Commercial Off The Shelf) items supplied as part of the main equipment should preferably be supportable in Pakistan through the respective local authorized After Sales Service Centers for such items.</p> <p>The contractor shall ensure provision of spare parts/ repair of faulty modules or on standard materials for a period of 10 years at price catalogue cost and also ensure to provide satisfactory services for period of 7 years after the warranty period. He will also provide the detail list of spares with cost. In case of requirement of spares during the warranty period the vendor has to provide the spares/stores at the same price in which system was provided.</p> <p>All upgrades on software related to the systems are to be provided by the supplier free of cost for a period of 10 years.</p> <p>In case of discontinuation of production of any component/part as result of obsolescence or development of upgraded version, the seller is to inform the buyer at least one (01) year in advance. The seller will ensure the provision of such components/parts as demanded by the buyer prior discontinuation of the production and shall also provide alternate for such components/parts in case the original is not available. The seller would also provide technical drawings of essential items which would facilitate user to arrange its development through user's in country resources.</p> <p>The Seller will be required to have a provision in the same contract for replacement of defective components/ parts through exchange and shall provide in the proposal the Standard Replacements Cost for all major assemblies/ modules/sub-assemblies/PCBs used in the equipment/system for next five years.</p>		

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<p>21 DELIVERY SCHEDULE</p> <p>Delivery Schedule is as under:</p> <p>a. The equipment/stores/accessories/tools are to be delivered within 01 month from the date of signing of contracton FOR/DDP Karachi basis.</p> <p>b. OEM Certified brand new equipment will be accepted (i.e year of manufacture/year of procurement/delivery should be the same.</p> <p>c. Only genuine OEM parts are acceptable. Non-Genuine/ Replacement of parts/ Spares are not acceptable.</p> <p>d. Hardware/ Equipment/ accessories/tools shall be recently manufactured/ fresh batch and may not be older than one year at the time of delivery.</p>		
<p>22 ARBITRATION</p> <p>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>		

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<p>e. All proceedings under this clause shall be conducted in English language and in writing.</p>		
<p>23 TSR COMMITTEE</p> <p>TSR of the case will be conducted by a committee nominated by NHQ.</p>		
<p>24 SECRECY</p> <p>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 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 II to Annex B is to be signed by the firm at the time of signing of contract".</p>		
<p>25 RISK PURCHASE</p> <p>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 expenses limited to the amount of the contract.</p>		
<p>26 ACCEPTANCE CRITERIA</p> <p>The seller will provide acceptance trial procedures three months in advance (both hard and soft copies in English) for study and approval by PN. The final acceptance procedures will be made by PN, taking into consideration the trial procedures recommended by the supplier, system specifications provided by the supplier and PN experience in operating same.</p>		
<p>27 Not Applicable</p>		

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<p>28 MISCELLANEOUS</p> <p>The Seller is to provide the copies of the Standards/specifications referred to or used for the equipment and its accessories. Obtaining of licenses/permits etc in the seller's country will remain the responsibility of the seller. Failure to obtain the same shall not constitute grounds for Force Majeure. The seller is to provide list of all customized components in his offer. The seller is to provide breakdown of all associated items i.e spares, customized components, training etc. The seller is to provide future updates/modifications on the contracted stores. The supplier is to provide spares parts catalogue with prices. Stores to be accepted on DPL-15 at consignees end. Contract to be back loaded from payment point of view. A reasonable percentage of payment should be linked with the supply of deliverables. Site visit can be arranged on request basis within one week of publishing of the tender. The interested firms may apply alongwith detailed particulars and photocopies of NIC of the visiting team. The visitors will be required to reach at PN Dockyard under their own arrangements.</p>		
<p>29 END USER</p> <p>D (Sig & NW), Naval Headquarters, ISLAMABAD.</p>		
<p>30 COMMISSIONING OF EQUIPMENT</p> <p>The system is to be provided on turnkey basis and commissioning should be completed within one month after receipt of complete equipment. Supplier will be responsible for handover the system to PN on turnkey basis, after the completion of installation,</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>
test/ trials, STW & Commissioning.		
<p>31 ELIGIBLE BIDDERS</p> <p>Tendering is open in Local Currency to all actual manufactures/ principal abroad with local representation and meeting following requirements:</p> <p>a. Tender shall be entertained only from the actual manufacturers through local authorized representative.</p> <p>b. Actual manufacturer/ principal is to provide authorization letter of local firm along with the proposal.</p> <p>c. Actual manufacturer/ principal should have at least ten (10) years of experience in the field. Certificate in this regard is to be provided with the proposal.</p> <p>d. Local authorized firm by the actual manufacturer/principal should have at least three (3) years of experience in the field in local market. Certificate in this regard is to be provided with the proposal.</p> <p>e. The actual manufacturer/principal shall furnish documentary evidence that its average annual turnover as per audited financial statement or calculated as total certified payments received of contract performed or in progress during the last five (5) years is not less than quoted bid amount.</p> <p>f. Local authorized firm by the actual manufacturer/principal should have requisite maintenance and service support setup available in Pakistan. Documentary evidence in this regard along with details of maintenance/support teams is to be provided with the proposal.</p> <p>g. The company must have done at least Projects locally in Pakistan during last 3 years</p> <p>h. The Company must PEC (Pakistan Engineering council) Certificate in Valid Telecom Category.</p>		
<p>32 SPARES SUPPORTABILITY</p> <p>The seller will provide details of ready use spares to keep the system functional at its optimum performance along with following information for each item and the same is also to be made part of</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>the contract:</p> <ul style="list-style-type: none"> a. Part Number/Patt/NATO Stock Number b. Description/Nomenclature. c. Denomination. d. Shelf Life. d. OEM. e. Main Equipment. f. Quantity Required. j. Special storage requirement. <p>The composition of the spares package provided should essentially include at-least one of each type of major LRUs and PCBs. A certificate to the effect will be rendered by OEM alongwith Offer.</p> <p>The seller is to provide list of COTS items along with source of supply, price breakdown and features of relevant COTS.</p> <p>Critically required spares list should be provided price and lead time.</p>		
<p>33 PROVISION OF BUY ADDITIONAL SYSTEMS</p> <p>The buyer may order additional systems and accessories within 01 year of successful trials of the initially procured system under this indent. The price for the later systems shall be same or less than the price of the system initially procured under this indent.</p>		
<p>34 RISK & EXPENSE</p> <p>In the event of failure on the part of supplier to company with the contractual obligations the contract will be cancelled at the Risk and Expense of the supplier in accordance with DPP&I-35 (Revised-2019).</p>		
<p>35 SUBLETTING</p> <p>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.</p>		

DP-3

Tender No .R2112310400.....

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)