Tender Covering Form

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNID Center, Naval Residential Complex, E-8, Islamabad
Contact: Reception 051-9262306, Bahria Gate 0331-5540649, Section _____

Tender No & Date _____

Tender Description _____

IT Opening Date _____

Firm Name _____

Postal Address _____

Email Address for Correspondence_____

Contact Person Name_____

Contact Number (Landline _____) (Mobile _____)

Documents to be Attached with Quotation

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

Sealed Envelop 1 – Technical Offer in Duplicate

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

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

Sealed Envelop 2 – Earnest Money

This Envelop must contain Earnest Money only.

Sealed Envelop 3 – Commercial Offer

This Envelop must contain following documents:

1.	Firm's Commercial Offer	01 x Original
2.	Principal Invoice (where applicable)	01 x Original
3.	Dully filled DP-2 Form of IT	01 x Original

Firm's Declaration

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)

Tender No……..…….
Directorate of Procurement (Navy)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential Complex, E-8,
Islamabad
Contact: Reception: 051-9262306
Bahria Gate: 331-5540649
Section: 051-9262302
Email: **dpn@paknavy.gov.pk**
adpn32@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 (Edition 2024) 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 (Edition 2024) (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 those contained in Defence Purchase Procedure & Instructions and DP-35 (Edition 2024) 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 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

Understood agreed ☐ Understood not agreed ☐

"Commercial Offer", tender number and date of opening. Taxes, duties, freight/transportation, insurance charges FATs Local Training, Foreign Training, Installation Commissioning, Services Taxes 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:

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. two copies of commercial offer and two or more copies of the technical offer as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated

in the tender documents, without any indication that there is a tender within it.

e. **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.

Understood agreed ☐ Understood not agreed ☐

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

Directorate of Procurement (Navy)
Through Bahria Gate, Near SNIDS Centre,
Naval Residential Complex, E-8,
Islamabad
Contact: Reception: 051-9262306
Bahria Gate: 331-5540649
Section: 051-9262302
Email: **dpn@paknavy.gov.pk**
adpn32@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 051-9262302 well before the opening date / time.

Understood agreed ☐ Understood not agreed ☐

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.

Understood agreed ☐ Understood not agreed ☐

7. **Validity of Offer.**

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

Understood agreed ☐ Understood not agreed ☐

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

8. **Part Bid.** Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of

Understood agreed ☐ Understood not agreed ☐

accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

9. **Quoting of Rates.** Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).

Understood agreed ☐ Understood not agreed ☐

10. **Return of I/T.** ITs are to be handled as per following guidelines:

Understood agreed ☐ Understood not agreed ☐

a. 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.

b. 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.

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 Contract**. In case any firm wins a contract, it will deposit following documents before award of contract:

Understood agreed ☐ Understood not agreed ☐

a. Proof of firm's financial capability.
b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
c. Principal/Agency Agreement.
d. Registration with DGDP (Provisional Registration is mandatory)

13. **Treasury Challan.**

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

Attached ☐ Not Attached ☐

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. 0.500 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.**

(iv) **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.

b. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

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.	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	Agency Agreement in case of

	Agreement in case of local agent.	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 DPPI-35 and PP & I (Edition 2024) or as per terms of the contract.

Understood agreed ☐ Understood not agreed ☐

(Note: CINS shall not be held responsible or liable for any loss, damage or injury to the supplier/firm's assets, items under inspection, equipment, infrastructure or personnel that may occur during or in connection with the inspection activities/ operations carried out by CINS inspectors. The supplier firm shall be responsible for ensuring the safety and protection of tits facilities, equipment, materials and personnel during the inspection process.)

17. **Condition of Stores.** Brand new stores will be accepted on Firm's 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 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:

Understood agreed ☐ Understood agreed ☐

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

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

Understood agreed ☐ Understood not agreed ☐

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:

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 Pakistan’s Code of Criminal Procedure.

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information

will be guaranteed without any prejudice to their normal business activities.

22. **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 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.**

a. Prices offered against this tender are to be firm and final.

Understood agreed ☐ Understood not agreed ☐

27. **Force Majeure.**

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

Understood agreed ☐ Understood not agreed ☐

b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.

c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.

d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.

e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

28. **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 marking insufficient progress towards settlement of dispute(s) at any time, then such party may be written notice to the other party to refer the dispute (s) to final and binding arbitration as provided below:

Understood agreed ☐ Understood not agreed ☐

a. The dispute shall be referred to Secy (DP) for his discussion.

b. The venue of arbitration shall be the place as the Purchaser at his discretion may determine.

c. Decision of Secy (DP) shall be final and binding on both the parties.

d. In course of arbitration, the contract shall be continuously be executed except that part which is under arbitrating.

e. All proceedings under this clause shall be conducted in English language and writing.

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

Understood agreed ☐ Understood not agreed ☐

30. **Liquidated Damages(LD).** Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with 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.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

33. **Gratuities/Commission/Gifts**. No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their

Understood agreed ☐ Understood not agreed ☐

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.

34. **Termination of Contract.**

Understood agreed ☐ Understood not agreed ☐

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

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

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

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

(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 ☐ Understoo not agreed ☐

36. **SECRECY/ NON DISCLOSURE AGREEMENT (NDA).**

Understood agreed ☐ Understood not agreed ☐

a. The Purchaser and the Contractor undertake and agree to exercise their best efforts to prevent any unauthorized person(s) from gaining access to drawing offices or workshops or other premises where the supplies are being designed, manufactured, constructed, stored and/ or outfitted.

b. As the contractor and is Sub-Contractor(s) are the exclusive owners of the intellectual property right/ copy right and industrial rights of any and all contractual designs, data, software, TDP, drawings etc., and since they possess all relevant rights therein, the Purchaser and the Contractor undertake and agree to prevent such designs, data, software, drawings, TDP, etc. as well as copies thereof from falling into the hands of

representatives of any other foreign power of competitor of the Contractor or its Sub-Contractor(s) and Purchaser or any other unauthorized Party or person.

c. The above provisions shall, however, not be constructed as any restriction whatsoever of the Purchaser's/ Shipyard's application and use of such drawings and TDP for any purpose in accordance with this Contract.

d. The secrecy obligations above are supplementary to those contained in any agreement between the Pakistan Navy on behalf of the Purchaser, whereby the obligations pursuant to above shall be subject to the Pakistan law regarding the custody and protection of classified matter.

e. It is the Contractor's responsibility to ensure that all such information is protected in accordance with the protective markings assigned by the Purchaser. If in any case this become essential with regards to this Contract to disclose the information classified as Confidential or above to Sub-Contractors (OEMs), approval must be sought from the Contractor.

f. The Contractor undertakes to prevent any unauthorized visits to the platform(s) being constructed / upgraded, and / or systems / equipment being manufactured /developed for the Purchaser to ensure confidentiality of the information concerning this project. No unauthorized Part or person may be allowed onboard during its construction/ upgrade and qualification tests.

g. The terms of this Contract are 'CONFIDENTIAL' and each Party agrees not to disclose them to any Third party except as may be necessary for the performance of this Contract which includes its professional advisors and as else may be required.

h. The Contractor undertakes that any information about the sale/purchase of the goods/stores under this contract shall not be communicated to any person/organization/agency, other than the manufacturer of the stores/ equipment/material, or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account will be punishable under Official Secrets Act-1923 of Pakistan and may lead to legal action against the Contractor in addition to termination of the contract at the risk and expense of the Contractor.

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 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 iaw 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:

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/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 & 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 & B.

Sincerely yours,

_____
(To be Signed by Officer Concerned)
Rank:_____
NAME:_____

ANNEX 'A'

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_____

ANNEX 'B'

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 enchased on sight on presentation without any reference to our Customer/Seller or Vendor.

Guarantor

Dated: _____

_____

(Bank Seal and Signatures)

ANNEX 'C'

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

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.

Signature _____
Station: _____ Name : _____
Date: _____ Appointment in Firm _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

ANNEX 'D'

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABALE BY THE SUPPLIER OF GOODS, SERVICES & WORKS IN

Contract No.
Contract Value:
Contract Title:

a. M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

b. Without limiting the generality of the foregoing, M/s _____ _____represents and warrant that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan(GoP), except that which has been expressly declared pursuant hereto.

c. M/s _____ that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP as referred to above and has not taken any action or shall not take any action or shall not take any action to circumvent the above declaration, representation or warranty.

d. M/s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

e. Notwithstanding any rights and remedies exercised by GoP in this regard, agrees to indemnify GoP for any loss or damage incurred by GoP on account of the corrupt business practices of M/s _____ and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ _____as aforesaid for the purpose of obtaining or inducing the

f. Procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP.

_____ _____

[The Buyer] [The Supplier]

Annex E

UNDERTAKING

(To be given on affidavit dully attested by Oath Commissioner/Magistrate)

1. I _____
(Name & Appointment)

on behalf of _____
(Name for Firm / Contractor)

_____
(With address and Telephone Number)

2. Do hereby solemnly affirm to abide by the provision of Official Secrets Act 1923 and the conditions contained therein. Breach of these provisions on my part or any employee of the firm, in addition to any penalty under law, will render immediate cancellation of the contract and may lead to legal action beside completion of the reminder work by any other business cocern considered suitable by the accepting office at our own risk.

3. M/s……. accepts full responsibility and strict liability to protect classified information contained in the contract however in any case this become essential to disclose the information classified as confidential or above to sub contractor (OEM), approval from the purchaser shall be sought. Infringement of aforesaid will render contract termination apart from legal action before the court of competent jurisdiction as per contract.

Sig _____
Status/Appointment _____
Place _____
Date _____

1. Signature of Witness _____
Name (in Block capital) _____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address _____
_____

2. Signature of Witness _____
Name (in Block capital) _____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address _____
_____

D P 2

I N V I T A T I O N T O T E N D E R F O R M

1. Schedule to Tender No DCM/2690304/R-2608/320057 dated _____. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 22-09-2026. Please drop tender in the Tender Box No 202.

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 & stamped.

DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
PROCUREMENT OF SPECIALIZED TOOL KITS INCLUDING TOOL SETS **TECHNICAL SPECIFICATION/ BROCHURE:** As Per Annex 'A' **GENRAL REQUIREMENT AND CONDITIONs:** As Per Annex 'B'	**10 Nos**		
Note: All participating firms are required to read DP(N) requirement carefully and provide compliance against IT. No amendment will be made after submission of proposals without provision of documentary evidence.			

Terms & Conditions

1. **General Instructions**. Attached as per Annex 'B'
2. **Terms of Payment.** As per Clause 2 of Annex 'B'
3. **Origin of Stores.** As Per Clause 8(m) of Annex 'B'
4. **Origin of OEM.** As Per Clause 8(m) of Annex 'B'
5. **Technical Scrutiny Report.** Required.
6. **Delivery Period.** 06 months
7. Trade Link between firm and OEM.
8. **Currency.** Pak Rupees
9. **Basis for acceptance.** FOR/ DDP Karachi Basis
10. **Bid validity.** The validity period of quotations must be indicated **and should invariably be 120 days from the date of opening of commercial offer or 30th June whichever is later**. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
11. **Tendering procedure** Single Stage- Two Envelopes bidding procedure will be followed. PPRA Rule 36 (b) refers.

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

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

(i) **Registered/Indexed/Pre-Qualified Firms**. 2% of the quoted value subject to maximum ceiling of **Rs. 0.500 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. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

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).

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 alongwith payment documents.

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

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

g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached **in separate envelop in sealed condition with the Technical offer**. Photocopy of the same shall also be attached with DP-2 as a testimony. **Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot. Tender Opening Board is authorized to check earnest money.** Authorization letter is mandatory form your Principal firm at the time of participation in tender.

h. Under taking on stamp paper w.r.t adequacy of submitted earnest money may also be enclosed.

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

k. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.

l. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

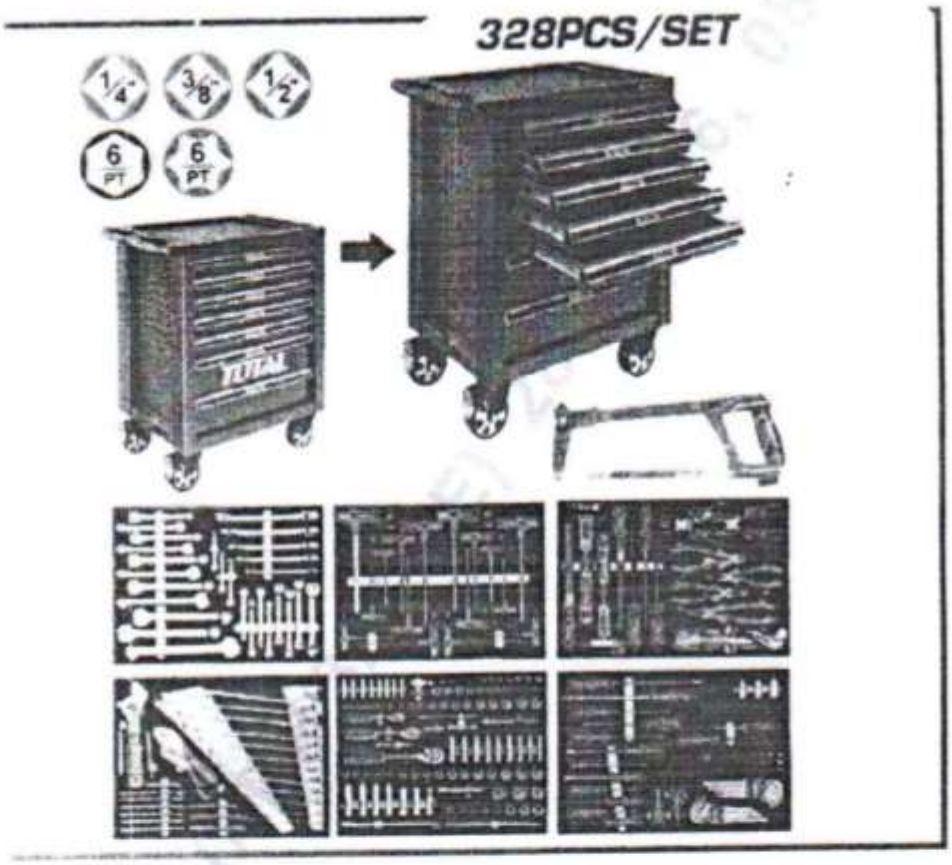
Note: In case of failure to comply above instructions, terms and conditions, offer will liable for rejection.

ANNEX "A"

TECHNICAL SPECIFICATIONS – 10 x SPECIALIZED TOOL KIT FOR W&S S/M DEPTT

S No	Technical Specifications
1.	a. **Scope of Supply** 10 x Specialized Tool Kit including tool sets for PND/ W&S SM Deptt. b. **Technical Specifications** Toolkit must have following or higher features/ functions: (1) 328 Pcs Tool Chest Set including following tools: (a) Open end Spanner Set (5mm-42mm). (b) L Type Spanner Set (5mm-42mm). (c) Ring Type Spanner Set (5mm-42mm). (d) Combination Spanner Set (5mm-42mm). (e) Insulated Combination Spanner Set (5mm-42mm). (f) Hammer Set (03 Hammer). (g) Rubber Hammer Set (03 Hammer). (h) Drill Machine 500 Watt (renowned international brand). (j) Flat Screw Driver Set. (k) Philips Type Screw Driver Set. (l) Plier Set. (m) Nose Plier Set. (n) Retched Set (4mm-42mm). (p) Retched Wrench up to 52mm. (2) Overall size: 65x465x812mm. (3) Overall with casters size: 765x465x976mm. (4) 7 x Drawer Tool Chest (5) Tool kit should be well equipped for the use in workplace and rust resistance certificate to be provided. (6) All type of Power tools, hand tools& electrical tools equipment in the tool kit. (7) The material of Hand Tools should be Cr-V Steel. (8) The screw driver, spanners & pliers should be rubber laminated or highly insulated. (9) Additional Tool box made of blow molded ABS plastic, water resistant with foam inserted to be provided for each tool kit. c. The Tools shall be recently manufactured/ fresh batch, OEM certified and may not be older than 01 year at the time of delivery.
2.	**Acceptable Makes** M/s Total, China or equivalent.

BROCHURE



SPECIFICATIONS:

328 Pcs Tool Chest Set
Chest part:
With 7pcs drawers
Overall size:65x465x812mm
Overall with casters size:765x465x976mm

ANNEX "B"

GENERAL TERMS/ CONDITIONS - SPECIALIZED TOOL KIT FOR W&S S/M DEPTT

S NO	General Terms & Conditions	Seller's Reply
1.	**DELIVERY SCHEDULE** The equipment/ stores/ accessories/ tools are to be delivered within 06 months from the date of signing of contract on 'FOR/ DDP Karachi Basis'.	
2.	**PAYMENT TERMS** a. As per DPP&I-35 (Revised 2024) or as decided by DP (N). b. 60% payment on completion of following: (1). Delivery on 'FOR/ DDP' basis. (2). Successful joint inspection without any discrepancy. (3). Provision of documents. c. 20% payment upon Successful completion of the following: (1). Installation & commissioning. (2). Issuance of acceptance certificate by End User. d. 20% payment on issuance of CRV by consignee.	
3.	**WARRANTY/ GUARANTEE** a. Supplier is to guarantee that product is as per specs of the contract. b. Complete equipment including accessories/ software is to be warranted by the supplier for a period of 1 year for all defects from the date of final acceptance by PN. c. The supplier is to guarantee that all the items supplied under the terms of this contract are recently manufactured/ fresh batch, latest version, OEM certified and brand new i.e not older than one year at the time of delivery. Stores, which are not procured directly from OEM or his authorized dealer/ agent/ stockiest will not be acceptable. d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment. e. Post delivery, the supplier will replace every article or part thereof which before use or in use shall be found defective/ damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection; without any additional cost within two months. f. In case of supplier's failure to replace the defective stores without any additional cost within two months he will refund relevant cost in the currency (in which received) alongwith a reasonable compensation as claimed by PN.	

4.	**PERFORMANCE BANK GUARANTEE (PBG)** 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. It shall remain in force till 60 days beyond the completion of warranty period.	
5.	**CONTINUOUS LOGISTIC SUPPORT** The supplier should provide guarantee to supply the necessary spares for next 10 years from the date of signing the contract. A certificate to this effect should be provided by the Supplier prior to acceptance of the system.	
6.	**EXCHANGE AND REPLACEMENT OF PARTS AT STANDARD COST** a. Supplier should provide cost (price list) for all the assemblies/ subassemblies for next 5 years at the time of supply/ delivery of the equipment at NSD for standard replacement. b. Supplier is to replace defective components/ spares through exchange without any additional cost during warranty and afterwards at the cost offered at the time of supply/ delivery of the equipment.	
7.	**DOCUMENTATION** a. Firm/ contractor is to provide brochure of the equipment containing all technical specifications against IT for evaluation by PN. b. The bidders are to provide a comparative chart clearly showing the specifications as per tender with their technical commercial offer. Any deviation must be highlighted and justified. c. Supplier is to provide 02 x set of IPC and Operator Manual (hard & soft copy, in English) for the supplied equipment containing all relevant details at the time of delivery. Photocopies of documentation will not be accepted.	
8.	**ADDITIONAL INSTRUCTIONS:** **Certification Requirement** a. Supplier/ OEM will confirm through OEM certificate at the time of supply/ delivery of the equipment at NSD that equipment being supplied is proven equipment. b. Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores. c. Supplier certificate of conformance of 100% contract specification, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores. d. Supplier is to provide following documentation at the time of inspection: (1). Firm's Warranty/ Guarantee on form "DPL-15" for	

functionality/ serviceability of the item(s).

(2). OEM Test Certificate.

e. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/ agent/ stockiest will not be acceptable.

Certificate of Conformance (CoC) by OEM

f. Firm/ Supplier shall provide correct and valid e-mail and fax No to CINS and DP(N). Supplier/ contracting firm shall either provide OEM Conformance certificate to CINS or is to be e-mailed to CINS under intimation to DP(N). Hard copy of CoC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Supplier/ contracting firm rendering false OEM conformance Certificates will be black listed.OEM Certificate of Conformity (CoC) must have following information:

(1). Description of Store alongwith Quantity.
(2). Part/ Pattern No of Store.
(3). Manufacturer Identification (Name, Address and Contact No).
(4). Date/Period of manufacture.
(5). List of Nos. (Serial, Batch or Lot) as endorsed/ engraved on the stores (as applicable).
(6). Details of Test Reports (FATs/ OEM Lab Test Report) alongwith dates and tests conducted (as possible).
(7). Details of third party testing authority (if their services used).
(8). List of safety/ regulatory standards (as possible).
(9). Conformance to Standard/ Specifications quoted in the Contract.

Technical Rejection

g. In case of non-compliance to any of the clause of Annex A to IT, offer is subject to technical rejection.

Additional Purchase

h. 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 item 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.

Accessories

j. Details of the accessories being offered in addition to mention at Annex-A of DP-2 to I.T are to be intimated in the technical offer and prices of these accessories are to be mentioned separately in commercial offer.

Packing

k. Packing of item should be of international quality standards to be worthy of air, sea, rail and road transportation.

Joint Inspection Committee

l. A joint inspection committee comprising Reps from CINS, W&S S/M Deptt, NSD and Firm Reps will carry out joint inspection of delivered item/ stores at NSD within 15 days of receipt of stores. Discrepancies noted during joint inspection (if any) will be made good by the supplier without additional cost.

Origin of Supply

m. Supplier/ contracting firm in his" Offer/ Quotation" is to specifically mention country of origin for the stores which will be subsequently endorsed in the "Contract". Origin of the item should be Imported (other than Indian and Israel) with OEM CoC.

Discontinuation of Production

n. In case of discontinuation of production of any component part as result of obsolescence or development of upgraded version, the Supplier is to inform the Purchaser at least one (01) year in advance. The Supplier will ensure the provision of such components/ parts as demanded by the Purchaser prior discontinuation of the production and shall also provide alternate for such components/parts in case the original is not available. The Supplier shall ensure the spare supportability during warranty period in terms of DPL-15 and after warranty in terms of continuous logistic support Clause of contract.

Arbitration

p. Parties shall make their attempt that all disputes arising under this contract shall be settled 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 to refer the dispute(s) to final and binding arbitration as provided below:

(1). The dispute shall be referred to Secy (DP) for his decisions.

(2). The venue of arbitration shall be the place as the purchaser at his discretion may determine.

(3). Decision of Secy (DP) shall be final and binding on both the parties.

(4). In the course of arbitration, the contract shall continuously be executed except that part which is under arbitration.

(5). All proceedings under this clause shall be conducted in

	English language and in writing. **Discrepancy** q. The consignee will render a discrepancy report to all concerned within 15 days after receipt of stores for discrepancies found in the consignment. The quantities found short/ deficient/ defective are to be made good by the Supplier without any additional cost. **Penalty** r. The Seller before making the shipment will carry out complete test of the item at its facilities to ensure that the same has been manufactured as per specifications. In case the item does not pass the test/ trials, the buyer has the right to out rightly reject the item or impose penalty at the rate of 10-15 % of the value of the relevant item/ item. The penalty shall not absolve the Seller to undertake the repairs in Pakistan or onboard 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. **Updates & Current Information** t. Supplier in his "Offer/ Quotation" is to provide latest updates and current information about technical specifications/ details. If pattern number, part number or quality standards of a particular item has been superseded by a new one after conclusion of the contracts, the supplier will be required to produce a documentary proof to this effect origination from the relevant OEM. If replaced part affects fittings and functioning of other associated part as well then detail of those parts are also to be provided. **Secrecy** u. 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-I to Annex B is to be signed by the firm at the time of signing of contract.	
9.	**SOURCE OF SUPPLY** In case the equipment is being sourced through OEM's Authorized Dealer/ Agent/ Stockiest, a documentary proof to this effect comprising OEM's Dealership Certificate in respect of Dealer/ Agent/ Stockiest is to be provided by the supplier 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.	
10.	**PRICE VARIATION**	

	Prices in the schedule of stores of this contract are firm and final.	
11.	**RISK & EXPENSE (R/E)** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense of the supplier in accordance with DPP&I-35 (Revised 2024).	
12.	**LIQUIDATED DAMAGES (LD)** Delay in the supply of stores upto 21 days and for subsequent schedule/ supply order upto 15 days will be regarded as grace period available to the supplier and the delivery date will be considered to have been automatically extended upto that limit without issuance of any formal amendment. For delays beyond 21 days and incase of subsequent schedule/ supply orders for delays beyond 15 days, formal amendment to the DP will be required. For purposes of imposing LD, if and when imposed, grace period will be inclusive i.e LD will be calculated from the original delivery date and not from the expiry of the grace period. LD will be recovered at the rate of upto 1% of the value of stores supplied late per month or a part of a month for the period exceeding the original DP. The Supplier will not be entitled to any reimbursement of any additional taxes, excise duty, sales tax etc, imposed by the Govt which becomes effective during the grace period and extensions in DP. LD thus imposed will not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges of the stores delivered late.	
13.	**FORCE MAJEURE** a. The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties and any events or circumstances on which the Parties has no control. b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties. c. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party of such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation or estimate of their probable impact upon performance of obligations under the Contract, as well as the time required for such performance. d. Upon termination of the above-mentioned circumstances, the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.	

	e. Within reasonable time, the Party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation. f. If the force-majeure situation occurs; the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration of such circumstances and consequences thereof. g. In case Force-Majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other Party (Seller). h. Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of a force-majeure event. j. Delay in obtaining the export licenses, permits, and/or third-party certificate may not be counted as Force Majeure.	
14.	**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.	
15.	**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.	
16.	**TERMINATION** 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. 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. 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. 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.	
17.	**OBTAINING OF LICENSES/ PERMITS AND END USER CERTIFICATE (EUC)** a. Firm to indicate requirements of "End User Certificate" for said purpose in his technical/ commercial offer. b. In case there is a requirement to provide EUC by the supplier to arrange export permit from the concerned Govt of the supplier then the format for the EUC will be provided by the supplier prior to signing of the contract and will be attached (as Annex/ appendix) to the contract. If the supplier before the finalization of the contract cannot provide the format of the EUC then the same shall be provided on the supplier's request. EUC shall be provided by Purchaser within 45 days after signature of contract by both the parties **(if required by supplier)**.	
18.	**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.	
19.	**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 Islamabad shall be the Courts of Jurisdiction for any dispute relating to this contract for adjudication.	

20.	**ACCEPTANCE/ INSPECTION CRITERIA** a. The equipment will not be acceptable in case of the following: (1). Equipment specifications are not as per Annex 'A'. (2). Documentation at Clause 7 (b & c) of Annex 'B' not provided. (3). "Certification Requirement" at Para 8 (a to f) of Annex 'B' are not met. (4). Installation/ Commissioning is not completed to the satisfaction of end user in accordance with OEM approved/ recommended procedures. b. The final acceptance certificate will be signed by PN within 01 week only after successful completion of all acceptance trials to the entire satisfaction of PN.	
21.	**PRICE OF ALL DELIVERABLES** a. The supplier should mention the price of all deliverables (i.e. Equipment/ Services, Spares, Documentation, installation separately in financial quote. The same are to be subsequently incorporated in the contract documents. b. The supplier, in his quotation should separately mention the price as per following format: **S No Description** (1). Complete equipment (2). Mandatory accessories (3). Installation & commissioning (4). Documentation (5). Depot List	
22.	**TSR** Technical scrutiny of quotations forwarded by the bidders will be carried out by a committee comprising 3 or more officers nominated by NHQs.	
23.	**INTEGRITY PACT** Both parties agree to incorporate integrity pact attached at Annex D to DP-1 oF this I.T. The same is to be made part of contract at the time of contract signing.	
24.	**INSTALLATION & COMMISSIONING** a. Installation & Commissioning of the system/ equipment is to be arranged within 30 x days of supply of equipment by the supplier through OEM or their authorized rep(s) at PND/ W&S S/M Deptt. b. Installation & Commissioning trials to be carried out by contractor on site. Any defect/ damage of the equipment during Installation & commissioning trials to be replaced by the supplier	

	without any additional cost.	
25.	**BIDDING PROCEDURE** This tender shall be floated on Open Tendering basis using Single Stage Two Envelope Bidding procedure.	
26.	**CONSIGNEE** The Commanding Officer Naval Stores Depot at PN Dockyard, Karachi Ph: 48508500 E-Mail: ccd-i@pak.navy.com	
27.	**END USER** PND/ W&S S/M Deptt.	

DP-3

Tender No……

Name of the Firm……
DGDP Registration No……..
Address……
Telephone No. ……
Official E-Mail……..
Fax No ……..……
Mobile No ……...

To:

THE DIRECTOR OF PROCUREMENT
(Section P-32)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential Complex, E-8,
Islamabad
Contact: Reception: 051-9262306
Bahria Gate: 331-5540649
Section: 051-9262302
Email: dpn@paknavy.gov.pk
adpn32@paknavy.gov.pk

Dear Sir

Date_____

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

2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in Form No. DP-35 (Revised 2002) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

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

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

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

IMPORTANT

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

1. Name : _____

2. Father's Name : _____

3. Address (Residential) : _____

_____

_____

4. Designation in Firm : _____

5. CNIC : _____
(Attach Copy of CNIC)

6. NTN : _____
(Attach Copy of NTN)

7. Firm's Address : _____

_____

_____

8. Date of Establishment of Firm : _____

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)