Tender Covering Form Directorate of Procurement (Navy) Through Bahria Gate

Contact: For General Queries 051-9262310, Bahria Gate 0331-5540649, Section: 051-9262310
Email: dpn@paknavy.gov.pk 051-9262310 adpn34@paknavy.gov.pk
P-34/FOB Section (Contact: 051-9262310, Email: adpn34@paknavy.gov.pk)

Tender No & Date _____
Tender Description _____
IT Opening Date _____
Firm Name _____
Postal Address _____
Email Address for Correspondence _____
CEO Name _____ **& CNIC** _____
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 Envelope 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 of Rs.200 /- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA (DP))		
2.	DP -1 Form of IT with tick mark against each clause and initiated on each page.		
3.	DP – 2 Form of IT with compliance remarks against each clause and initiated on each page.		
4.	Annex A of DP-2 of IT duly filled (with compliance remarks)		
5.	Annex B & C (if any) of DP-2 of IT (with compliance remarks)		
6.	DP-3 Form of IT (duly filled & Signed)		
7.	Manufacturer Authorization letter (where applicable)		
8.	Manufacturer Price list (where applicable)		
9.	DRAP registration letter (in case of medical)		
10.	DGDP Registration Letter (if firm is registered with DGDP)		
11.	Tax Filling Proof		
12.	Affidavit/ Undertaking of provisional registration		

Sealed Envelop 2 – Earnest Money: This Envelop must contain Earnest M oney only.

Sealed Envelop 3 – Commercial Offer: This Envelop must contain following documents:

1.	Firms 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 offe r 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
Sector E-8, Islamabad
For General Queries: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262310
Email : dpn@paknavy.gov.pk
adpn34@paknavy.gov.pk

M/s_____

Dated:

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 (Farm 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 and conditions of contracts laid down by MoD/ 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 agree ☐ Understood not agree ☐

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 DPP&I-35 (Edition 2024) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood agree ☐ Understood not agree ☐

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

Understood agree ☐ Understood not agree ☐

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.

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:

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)

Understood agree ☐ Understood not agree ☐

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 along with your offered conditions. Tender may however be liable to be rejected.

d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two 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 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.

Understood agree ☐ Understood not agree ☐

e. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 (along with 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.

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

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential
Contact: For Queries: 051-262306
Bahria Gate: 0331-5540649
Section: 051-9262304
Email : dpn@paknavy.gov.pk
adpn34@paknavy.gov.pk

5. **Date and Time For Receipt of Tender:** Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468/ 0331-5540649 well before the opening date / time.

Understood agree ☐ Understood not agree ☐

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 exanimation 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 agree ☐ Understood not agree ☐

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 agree ☐ Understood not agree ☐

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.

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 agree ☐ Understood not agree ☐

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 agree ☐ Understood not agree ☐

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

Understood agree ☐ Understood not agree ☐

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.

Understood agree ☐ Understood not agree ☐

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 agree ☐ Understood not agree ☐

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).

Understood agree ☐ Understood not agree ☐

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 by one Challan.

b. Firms, un-registered / un-indexed with DGDP (Registration Section) are to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).

14. **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 agree ☐ Understood not agree ☐

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
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.

Understood agree ☐ Understood not agree ☐

15. **Inspection Authority**: Joint Inspection/ Inspection will carried out by relevant Inspecting Authority Of PN, Consignee and Specialist User or a team nominated by Pakistan Navy in light of DPP&I-35.

16. CINS shall 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 its facilities, equipment. materials and personnel during the inspection process

Understood agree ☐ Understood not agree ☐

17. **Condition of Stores:** Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-15 with contract.

Understood agree ☐ Understood not agree ☐

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

a. Complete Trade link between firm and OEM/ Manufacturer.

b. The firm/supplier shall provide correct and valid e-mail and Fax No. to relevant inspecting authority and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to Inspecting Authority of PN or is to be e-mailed to relevant inspecting authority under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, relevant inspecting authority 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 price 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:

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

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

(a). General Sales Tax.

(b). Income Tax.

(c). Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.

(d). Any Other tax duty.

(3). Fixed overhead charges like labour, electricity etc.

(4). Agent commission/profit, if any.

(5). Any other expenditure/cost/service/remuneration as asked for in the tender.

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

Understood agree ☐ Understood not agree ☐

a. 1st rejection on Govt.

b. 2nd rejection on supplier expense.

c. 3rd rejection cancellation will be initiated

20. **Bank Guarantee**: 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 pay Order/CDR/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

Understood agree ☐ Understood not agree ☐

after the original delivery period to keep its validity always one year ahead of the extended delivery. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed as per details at last clause of DP-I.

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 Integrity Pact is placed as per details in last clause of DP-I. Following provisions must be clearly read and understood for strict compliance:

Understood agree ☐ Understood not agree ☐

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 dpn@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 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 Respective Section 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 and Consignee with copy endorsed to the DP (Navy).

Understood agree ☐ Understood not agree ☐

23. **Pre-Shipment Inspection:** PN may send a team of officers including DP(N) member for the 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 agree ☐ Understood not agree ☐

24. **Amendment to Contract:** Contract may be amended / modified 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 agree ☐ Understood not agree ☐

25. **Discrepancy:** The consignee will render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood agree ☐ Understood not agree ☐

26. **Price Variation:**

Understood agree ☐ Understood not agree ☐

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

b. Where the prices of the contracted stores/raw material are by the government or an agency competent to do so on government behalf then price increase/decrease will 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 agree ☐ Understood not agree ☐

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 action, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Pandemic, 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 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. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended

by adding on the duration of such circumstances and consequences thereof.

g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and 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. The 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. It is the responsibility of supplier to obtain license/permits etc (if any) in the supplier's country. Failure to obtain the same shall not constitute grounds for "Force Majeure".

28. **Arbitration:** 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 be perceives such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may, through written notice to the other party, refer the dispute (s) for arbitration as provided below:

Understood agree ☐ Understood not agree ☐

a. The dispute shall be referred to Secy (Ministry of Defence) for his decisions.

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

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

d. In the course of arbitration, the contract shall 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/ Islamabad, Pakistan shall have jurisdiction to decide the matter.

Understood agree ☐ Understood not agree ☐

30. **Liquidated Damages (LD):** Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DPP & I-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 agree ☐ Understood not agree ☐

31. **Risk Purchase:** In the event of failure on the part of supplier to comply with

Understood agree ☐ Understood not agree ☐

the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP&I-35 (Edition 2024). The purchaser shall be entitled to receive back all advance payment made by him and will have the right to purchase the store of similar/ equivalent specification from elsewhere. In such cae, price difference (if any over and above the net LC Value of this contract) will be paid by supplier as compensation for RE amount.

Understood agree ☐ Understood not agree ☐

32. **Compensation on 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 agree ☐ Understood not agree ☐

33. **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.

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

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

(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.

(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.

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 expenses (RE) of the supplier.

Understood agree ☐ Understood not agree ☐

34. **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).

35. **Non-Disclosure Agreement/ Secrecy Clause:**

Understood agree | Understood not agree

a. The purchaser and the Contractor undertake and agree to exercise their best efforts to prevent any unauthorized person(s) from gaining 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 its Sub-Contractor(s) are the exclusive owners of the intellectual property rights/ copy rights 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 or 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 construed 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 Purchaser.

f. The Contractor undertakes to prevent any platform(s) being constructed/ upgraded, and/or unauthorized visits to the systems/equipment being manufactured / developed for the Purchaser to ensure confidentiality of the information concerning this project. No unauthorized Party 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 necessary for the performance of this Contract which includes its professional advisors and as else may be required.

h. The Contractor undertakes as per relevant Annex, 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.

36. **End User Certificate (EUC) (where applicable):**

Understood agree ☐ Understood not agree ☐

a. If EUC is required on a specific format provided by the foreign government for issuance of export licenses/ permit, Seller is to enclose specimen of the same with the bid documents which will be subsequently made part of the contract (with complete details of items and quantities).

b. If Seller cannot provide the specimen Of the EUC before finalization of the contract, then the Seller will initiate a formal request with 15 days of the signing of the contract to ensure correctness of the specimen as well as to reconfirm the number of items for which EUC is being sought.

c. Despite the requirement of EUC is made part of the 'EUC Clause', the supplier will still initiate a formal request within 15 days of the signing Of the contract, for issuance of the EUC to ensure that there is no change in the specimen provided earlier by the supplier as well as to reconfirm the number of items for which the EUC is being sought.

d. If issuance of the EUC is linked with the 'Effective Date of Contract' the delay on part of Seller to timely initiate the request for the issuance Of the EUC or providing the correct format/ specimen, will make him liable to imposition of LD. Any delay on part of Seller in obtaining export licenses, permits, third party certificate etc, will not be considered as 'force majeure'.

e. Having received the request for the EUC from the Seller, the Purchaser will provide EUC within 30 days provided the specimen is correct in all respect.

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 agree ☐ Understood not agree ☐

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

Understood agree ☐ Understood not agree ☐

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 Instruction contained in this tender.

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

e. Taxes and freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at relevant clause.

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.

j. Subject to restriction of export license.

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

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 agree ☐ Understood not agree ☐

S. No	Category of Appeal	Limitation Period
a	Appeals for liquidated damages	Within 180 days decision
b	Appeals for reinstatement of contracts	Within 60 days decision
c	Appeals for risk and expense amount	Within 180 days decision
d	Appeals for rejection of stores	Within 21 days decision
e	Appeals in all other cases	Within 60 days decision

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

Understood agree ☐ Understood not agree ☐

41. **For Firms not Registered with DGDP:** Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website www. dgdp.gov.pk. These firms can participate in tender i.a.w relevant paras and provision of documentary proof regarding financial status of

Understood agree ☐ Understood not agree ☐

the firm along with NSW GST registration copies.

42. Firms which are not registered with DGDP should initiate provisional registration in accordance with para above. 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 agree ☐ Understood not agree ☐

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/PersonaI Vehicle
k. CEO Visiting Card/NlC 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 Certifcate
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 agree ☐ Understood not agree ☐

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

Understood agree ☐ Understood not agree ☐

45. Format of all forms and their relevant details is mentioned as under:

Understood agree ☐ Understood not agree ☐

S.NO	Annex	Detail
a	Annex A to DP-1	DPL-15(Warranty/Guarantee Format)
b	Annex B to DP-1	BG Format on Judicial

		Stamp Paper
c	Annex C to DP-1	Integrity Pact
d	Annex D to DP-1	Data for Issuance of Earnest Money
e	Annex E to DP-1	Undertaking for Registration with DGDP
f	Annex F to DP-1	Undertaking / non-disclosure certificate

Sincerely yours,

_____

(To be signed by Officer Concerned)

Rank:_____

Name:_____

Annex A To DP- 1

DPL-15 (WARRANTY)

FIRM'S NAME: M/s_____
_____
_____
_____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).

3. This warranty shall remain valid for **01 Year** after the acceptance of stores by the end user

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

SIGNATURE_____

DATE_____

PLACE_____

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

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

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

Sir,

1. Whereas your good self have entered into Contract No. _____Dated_____ with Messer"s_____
_____
(Full Name and Address)
hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs. _____ Rupees/FE (as applicable)_____
_____

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

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

b. To keep this Guarantee in force till _____.

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

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

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

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

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

Guarantor

Dated: _____ _____

(Bank Seal and Signatures)

INTEGRITY PACT

Annex C to DP-1

Contract Title:

M/s_____hereby declares its intention not to obtain or induce 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 entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s_____represents and warrants 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 the anyone within or outside Pakistan either directly 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 whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from the GoP, except that which has been expressly declared pursuant hereto.

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

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, interest, privilege or other obligation or benefit obtained or produced as aforesaid shall, without prejudice to any other rights and remedies available to Gop under any law, contract or other instrument, be avoidable at the option of Gop.

M/s_____ Notwithstanding any rights and remedies exercised by GOP in this regards, (the seller/seller) agrees to indemnity GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Gop in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s_____ as aforesaid for the purpose of obtained or inducing the procurement of any contract, interest privilege or other obligation or benefit in whatsoever form from GOP.

_____ _____

(The Buyer) (The Supplier)

Annex D to DP-1

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)

Annex E to DP-1

AFFIDAVIT/ UNDERTAKING
(For Provisional Registration)
(On Judicial Stamp Paper worth Rs. 100)

1. I Mr _____ having CNIC/ Passport No._____ authorized signatory/ partner/ MD/ Proprietor of M/s_____ do hereby solemnly affirm to DGDP, MoD, Rawalpindi that our firm M/s_____ will apply/ has applied for registration with DGDP, MoD by submitting all the documents required or the registration on _____ [insert date].

2. In case we do not apply for registration by the date mentioned above or it is found at any stage that our firm has not applied for registration with the DGDP, MOD as stated above, our firm shall be liable to disciplinary and legal action by the DGDP/ MOD or any of the organization of the MoD.

3. I also accept that any disciplinary and legal action taken by the MOD or any of its organization against my firm in this regard will not be challenged in any court Of law.

Station:_____ Signature:_____

Dated:_____ Name_____

Appoint in Firm:_____

Note: Give complete postal address with telephone/ fax numbers and email address.

ATTESTED BY OATH COMMISSIONER WITH STAMP

Annex F to DP- 1

NON DISCLOSURE AGREEMENT
UNDERTAKING

I_____
(Name & Appointment)

On behalf of _____
(Name for firm / Contractor)

_____
(With address and Telephone number)

2. Do hereby solemnly affair to abide by by the provision of Official Secrets Act 1923 and conditions contained therein. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate cancellation of the contract and may lead to legal action beside completion of the remainder work by any other business concern 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_____

DP-2

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2690086/B-2610/340259** Dated 12 Nov 2026. This tender will be closed for acceptance at **10:30 Hours** and Will be opened at **11:00 Hours** on 17 Dec 2026. Please drop tender in the Tender Box No. **204.**

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.

SCHEDULE OF STORES

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
1.	**DESCRIPTION OF STORE:** Procurement of 100 x Bullet Proof Inflatable Floatation Vests (IFVs) after successful tests/ trials. Accessories including provision of supplies and services to the purchaser as per details specified in at Annex-A (Technical Specifications) and general terms and conditions mentioned in Annex-B. a. Armoured Lifejacket 310N and NIJ IIIA. (Part No CL10 FATS). b. NIJ IV Hard Armour Plate. (Part No CL002 ICW). c. Set of Pouches. d. 33g United Moulders Auto. (Part No 21-ISP-033-UMA). e. Technical Specifications is attached as Annex-A. f. General Requirement and Conditions is attached as Annex-B.	100 No 200 No 100 No 200 No	UK £	UK £

NOTE:

1. Training for 3-5 days Free of Cost basis as per Para-8 of Annex-B.

2. Quoted value must be in UK £

3. **KPT/PORT/WHARFAGE/ALLIED CHARGES**
All port & dock charges will be paid at actual (if applicable) by supply officer. PN Embarkation Headquarters, West Wharf Road, Karachi on submission of their bills duly verified by commanding officer PN EHQ in Pak Currency.

4. Firms/ supplier shall provide correct and valid Email and Fax No to Inspection Authority of

Pakistan Navy and DP(N). Supplier/ contracting firm shall either provide OEM conformance certificate to Inspection authority of Pakistan Navy under intimation to DP(Navy). Hard copy of CoC must follow in any case through courier. On receipt, inspection authority of Pakistan Navy shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/ firms rendering false OEM conformance certificates will be black listed.

5. Firm will comply/ confirm all above IT clauses, mentioned under Note including specification, packing, general terms and conditions on its technical offer and original technical offer on firm's letter head pad alongwith **DP-1, DP-2 & DP-3** duly signed and stamped on each page are required **in duplicate**.

	All taxes, duties and import/export license fees payable in Supplier's country or any other country en-route shipment other than Pakistan shall be paid by supplier.	**UK £**

Terms & Conditions

1.	**Special Instructions.**	N/A
2.	**Terms of Payment.**	As per Para-2 of Annex-B.
3.	**Origin of Stores.**	Imported (To be indicated in Technical Offer)
4.	**Origin of OEM.**	Imported (To be indicated in Technical Offer)
5.	**Technical Scrutiny Report**	Required.
6.	**Delivery Period.**	06 Months after opening of LC.
7.	**Currency**	UK £
8.	**Basis for acceptance**	FOB
9.	**Bid Validity.**	The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial / Financial Proposal 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 x days as per original offer) i.a.w PPRA Rule-26.
10.	**Place of Inspection.**	Joint Inspection will be carried out as per Para-14 of Annex-B.
11.	**Tendering procedure**	Single stage - Two Envelopes bidding procedure will be followed. PPRA Rule 36 refers.
12.	**Earnest Money/ Bid Security:**	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:-

a. Submitting improper Earnest: Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/ IT conditions (Clause 14 of DP-1 and clause 12 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 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) Un-Registered/ Not Pre-Qualified/ Un-Indexed Firms: 5% of the quoted value subject to maximum ceiling of Rs. 1.00 Million.

13. **Return of Earnest Money:**

a. Earnest money to the unsuccessful bidders will be returned on finalization of the contract.

b. 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).

14. **Special Note.**

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

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

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

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

e. 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.

f. 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.

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

h. 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 is MANDATORY from your Principal firm at the time of participation in tender.

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 & C (as applicable) duly signed and stamped by firm authorized rep is to provide 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.

*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.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS – BULLET PROOF INFLATABLE FLOTATION VESTS (IFVS)

S No	Description
1.	**Purpose/ Usage of Proposal**. The Bullet Proof Inflatable Floatation Vests (IFVs) are used for ship/ boats borne teams for waterborne operations.
2.	**General**. The IFV is ultimate combination of Ballistic Protection, Flotation, Load Bearing and Rappelling Harness specifically.
3.	**Operational Capabilities**. IFVs should be capable of following:
	a. The inflation system must not be around the neck
	b. Ballistic protection up to NIJ level III, Front & Back
	c. The inflation system must be concealed behind the armour so that when deflated it should not be visible
4.	**Technical Specification**. Technical specifications are as under:

S No	Description	Specification/ Parameter
a.	Outer Material/ Fabric	600D Polyester cordura Fabric/ Light Weight PU coated Nylon 500 denier outer fabric or equivalent
b.	Lining	Breathable mesh fabric
c.	Molle webbing	High strength nylon webbing
d.	Inflation system	Manual CO2 Activation
e.	CO2 cartridge	33-36g (Replaceable)
f.	Inflation time	Approximately 3 seconds
g.	Ballistic plate System	Ballistic plate System Up to NIJ level IV ,Front & Back
h.	Flotation system	Inflatable collar bladder
j.	Vest weight	2-4 kg (Approx)
k.	Size	Small: 10 Medium: 50 Large: 30 Extra Large: 10
l.	Each vest is to be provided with following pouches	

S#	Pouch	Qty	Remarks
(1)	Rifle magazine pouch	03	Each pouch must accommodate/ hold 03 x filled magazines (5.56mm x 45mm) and it should have Velcro flap
(2)	Pistol magazine pouch	02	Each pouch must accommodate/ hold 02 x filled magazines (9mm x 19mm) and it should have Velcro flap
(3)	Grenade pouch	01	Each pouch must accommodate/ hold 01 x (HE) Arges Grenade and it should have Velcro flap
(4)	Radio pouch	01	-
(5)	Utility pouch	01	-

5.	**REQUIRED STANDARDS** IFVs should conform to relevant Military Standards. All installed components should be brand new with 100% remaining life.
6.	**Origin of Supply and Acceptable Make /Model /Brand** Origin of supply is to be imported (other than India and Israel) with OEM CoC. The equipment/stores/machinery shall be of latest version/OEM certified and may not be older than 01 year at the time of delivery.

GENERAL REQUIREMENT AND CONDITIONS – BULLET PROOF INFLATABLE FLOTATION VESTS (IFVS)

S No	General Description/ Conditions	Firm's Reply
1.	**SCOPE OF SUPPLY/ WORK** a. The Supplier undertakes to deliver equipment/ goods/ stores including Supplies and Services to the Purchaser on FOB basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this indent. b. The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, provide the equipment/ goods/ stores and supply the Services with 06 months of Contract Effective Date.	
2.	**SCHEDULE OF PAYMENTS** The BCP shall be paid to the Supplier by the Purchaser through an irrevocable and confirmed Letter of Credit (LC) to be opened by the Purchaser in favour of the Supplier through a scheduled Pakistani Bank nominated by State Bank of Pakistan through CMA (DP). All bank charges relating to opening of LC (including operating and confirmation charges) shall be borne by both Parties in their respective countries. All payments to the Supplier shall be released through CMA(DP) on completion of mutually agreed milestones as mentioned below against submission of invoice in triplicate: a. 60% payment on completion of following: (1) Delivery at Pakistan alongwith tools/stores/spares/ documents. (2) Successful Joint Inspection report without any discrepancy. (3) Provision of all documents. b. 20% payment on completion of following: (1) Successful acceptance of goods/ stores at Purchaser site complying all specifications/ acceptance criteria and issuance of final acceptance certificate by the end user. (2) Completion of operator & maintainer training against issuance of milestone completion certificate. c. 15% payment on issuance of CRV by the consignee. d. 5% payment on completion of Warranty Period.	
3.	**PERFORMANCE BANK GUARANTEE** To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional and irrevocable PBG within 30 days of contract signing from a scheduled Pakistani Bank for an amount equivalent to 10% of the contract value (on a Judicial Stamp Paper of the value of Rs.100.00), in the same	

	currency as that of the Contract and endorsed in the favour of CMA(DP) Rawalpindi. The CMA(DP), Rawalpindi has the like power of seeking encashment of the PBG as if the same has been demanded by the Purchaser himself. This PBG shall remain valid for 60 days beyond the completion of warranty period. If the Supplier fails to issue the Bank Guarantee within the specified period because of circumstances that the Supplier is responsible for, the Purchaser reserves the right of cancelling the Contract. In the event of any material breach of terms of Contract having implication on Time schedule and Scope of Work beyond the acceptable limits defined in this Contract, the Supplier shall be given a written notification to satisfy the breach within 30 days and if the Supplier fails to take satisfactory remedial actions, Purchaser shall have the right to forfeit the PBG but only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to hinder/ restrain encashment of PBG provided to the Purchaser on account of this contract through any Court, extra judicial or any other process including administrative in nature whatsoever.	
4.	**CONTRACT EFFECTIVE DATE (CED)** CED shall be established and notified by the Purchaser upon completion of following pre-requisites: a. Contract Signing. b. Opening of confirmed and irrevocable Letter of Credit (LC) by the Purchaser. c. Endorsement of Military Finance i.e FA(Navy).	
5.	**PRICES OF THE ITEMS** The Supplier shall mention the price of all deliverables (i.e. Equipment/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Training, FATs (Factory Acceptance Trials), Installation/ Integration, Acceptance Tests/ Trials/ Commissioning etc, where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document.	
6.	**EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)** The Supplier shall be responsible to apply in the correct form and in due time for all applicable permits and export licenses etc. outside Pakistan from the related government(s), for the Goods and Supplies. Upon signature of the Contract but before CED, the Supplier shall apply for any necessary export licenses or other government approvals outside Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where Supplies originate. The Purchaser is responsible for issuing the EUC as per the required format by respective OEMs or governments within 30 (thirty) days on receipt of the request of the Supplier. In case any import/export licenses cannot be obtained from the countries where certain, Supplies or parts thereof shall be procured; in such a case or in case of technical reasons, the requirement/issue shall be brought in the notice of the Purchaser within shortest possible time with alternate options available with the Supplier. The Purchaser shall have the right to accept or propose alternates for the needful. Alternate options shall be finalized after	

	mutual agreement between the Parties to be properly endorsed by means of an Amendment to Contract. The Parties acknowledge that being granted any import license that may be required by applicable law is beyond the reasonable control of the Supplier and as such, the Supplier is not responsible that any such import/export licenses shall be granted by the competent authorities. In such event, the Parties shall promptly confer with one another and with their respective legal counsel to discuss and agree upon a mutually acceptable course of action and solution. After the Export License/ Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (constituting one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, revocation, denial or the like as regards to import/export licenses would not be deemed to be an event of Force Majeure. If required, provision of End User Certificate or any other documents or information reasonably required to the Supplier in due time is the responsibility of the Purchaser.	
7.	**TRANSFER OF TITLE AND RISK** Risk of loss and damage to the Equipment shall be transferred to the Purchaser according to the 'INCOTERM 2020 used in the Contract. Title to the Equipment shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.	
8.	**TRAINING** 3-5 days training of Free of Cost basis as per requirement of Purchaser be conducted prior to system handing over. OEM is to provide comprehensive operator and maintainer training for at least 6-8 personnel at OEM premises/ Pakistan prior delivery of stores.	
9.	**CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES** The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination. The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and Services. All amounts stated to be payable by Purchaser pursuant to this Contract exclude any value added tax (VAT), sales tax, service tax, Goods and Services Tax (GST), taxes on turnover or similar taxes. If the supply of Equipment or Services hereunder are chargeable to any value added tax, sales tax, service tax, Goods and Services Tax (GST), taxes on turnover or similar taxes inside country of destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser. Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Equipment. If Purchaser is required by any law to make any deduction or withholding from any amount payable to Supplier under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier shall receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the amount which it would have received had no deduction or withholding been required to have been made. Purchaser shall pay any	

	such withholding or deduction to the relevant authority as required by law and shall promptly provide Supplier with an official receipt or certificate in respect of the payment of the withholding or deduction.	
10.	**DOCUMENTATION**. The Supplier shall provide two sets of following original documents (in English) for each item/ system (where applicable): a. Operator manuals covering comprehensive operating instructions alongwith CDs. b. Maintenance/ Technical manual and procedures alongwith flow charts and diagrams with circuit diagram with all maintenance routines of the equipment. c. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/ spares. List of fast moving items may also be provided. d. Complete onsite, onboard & depot level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams. e. Line diagrams, engineering diagrams and technical diagrams of entire project. f. Parts Identification List (PILs). g. Illustrated parts catalogues (IPCs). h. Recommended spare parts (consumable and permanent). j. Interface Control Document (ICD).	
11.	**WARRANTY/ GUARANTEE** a. Warranty period of all items except defective/non-operational shall commence from the date of acceptance of Goods/ Equipment, whereas warranty of defective/non-operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment. b. The stores and all its associated accessories shall be warranted against DPL-15 by the Supplier for a period of 01 year, for all defects in hardware from the date of final acceptance by PN. Software provided with the systems shall also have warranty for a minimum period of 05 years for any bugs found in operations. The Supplier shall provide/incorporate all software updates in this period. c. The Supplier shall provide guarantee that the article supplied are of latest version and all modifications/up gradation have been incorporated in the equipment being supplied. d. The Supplier shall provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture shall also be in accordance with the latest appropriate standard specifications. e. The Supplier shall provide guarantee for useful serviceable /shelf life of the equipment after acceptance of the entire stores.	

12.	**RISK & EXPENSE** In the event of failure on the part of Supplier to comply with the contractual obligation, the contract shall be cancelled at the risk and expenses limited to the amount of the contract.	
13.	**NON DISCLOSURE AGREEMENT** Any information about the sale/ purchase/ services/ drawings/ infrastructure etc of the project under the contract shall not be communicated to any person, other than the manufacturer/ provider of the stores/ drawings/ machinery/ equipment/ tools etc or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punished under the Official Secret Act 1923.	
14.	**INSPECTION OF STORES/ ACCEPTANCE TEST PROCEDURE** a. The stores shall be Jointly accepted and inspected by team of following officers/ Reps: (1) Rep of Supplier. (2) Rep of End User. (3) Rep of Concerned Armament Depot. (4) Rep of CINS. b. Above team shall inspect and test the goods to on Supplier their conformity to the contract specifications. c. The conditions of the contract and technical specifications shall specify inspections/ tests criteria as required by the Purchaser and place of conduct. d. Purchaser shall notify the Supplier in writing of the identity to any representatives entrusted for this purpose. e. If any inspected or tested goods fail to conform to the specifications, Purchaser may reject them and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to Purchaser. f. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan shall in no way be limited or waived by reasons of the goods having previously been inspected, tested and passed by Purchaser or its representative prior to the goods shipment from the country of origin.	
15.	**TESTING PROCEDURE BY PN ACCEPTANCE TEAM** a. Testing certificate from reputable Firm mentioning conformance with "Ballistic protection up to NIJ level III, Front & Back" may also be provided by OEM. b. Ballistic protection tests are carried out through IoA GHQ, whereby, tested samples (generally 2-3) are consumed which are additional supplies by supplier and not consumed from contracted stores. Therefore, acceptance of store is subject to said testing through IoA. c. Expenses incurred on testing at IoA Rawalpindi are to be borne by Supplier.	
16.	**PORT & DOCK CHARGES** "All port & dock charges shall be paid at actual (If applicable) by Supply Officer PN Embarkation Headquarters, West Wharf Road Karachi on	

	submission of the bills duly verified by Commanding Officer PN EHQ(N) & PDD in Pak Currency".	
17.	**DISCREPANCY** The Purchaser/ consignee shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short or defective are to be made by the Supplier, without any additional cost on DDP "consignee's warehouse "within 30 days.	
18.	**COMPENSATION ON BREACH OF CONTRACT** If the Supplier fails to supply of contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier/ Supplier or stores/ equipment declared defective and caused loss to the Government, Supplier shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier/ Supplier in Government treasury in the currency of contract.	
19.	**SHIPPING INSTRUCTIONS** The Supplier shall be responsible for the shipment of the Supplies on FOB basis. These Supplies shall not be shipped/trans-shipped on/via Indian/ Israeli Vessels. The Purchaser shall be responsible for clearance of consignment from Karachi Sea Port/ Airport and its safe delivery to consignee. Upon shipment of a consignment, the Supplier shall immediately provide following documents/ information to Consignee: Bill of Lading/ AWB (in original) Nomenclature and packing list of the cargo (in original) Correct address of the consignee Name of ship or Airline or Airfreight Company Expected Date / Time of arrival Quantity, dimension and weight of the cargo Sea/Airport of discharge	
20.	**PACKING MARKING** Packing and other requirements for system to include following aspect: a. Packing note detailing the contents of the consignment/package. b. Packing is to be marked as under: FRONT SITE: Name and address of consignee TOP: CONTRACT NO_____DATE_____ Gross Weight_____ Dimensions Yellow dick 4" or 6" in diameter, according to the size of the packing c. Depot storage requirement/detail to be specified. d. Detailed environmental effects/requirements to be specified. e. Stacking details/limit in depot to be specified.	
21.	**CHECKING OF SUPPLIES AT CONSIGNEE'S END** Upon arrival, Supplies shall be checked at consignee's end in the presence of the Purchaser and Supplier's representatives. If for the reasons of	

	economy, or any other reason, the Supplier decides not to nominate his representative for such checking; an advance written notice to this effect shall be given by the Supplier to the consignee prior to or immediately on shipment of stores. In such an event, the Supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken, as final and any discrepancy found shall be accordingly made up by the Supplier. In all other cases, the consignee shall inform the Supplier about arrival of consignment immediately on receipt of stores through fax. If no response from the Supplier is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores shall be binding on the Supplier in such cases.	
22.	**CONTRACT COMPLETION CERTIFICATES** Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no stores/ goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a "No Objection Certificate" that the requirement placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.	
23.	**COMPLIANCE WITH INTERNATIONAL STANDARDS** The equipment and accessories are to be manufactured and assembled in accordance with international military standards or equivalent. The Quality standards compliance certificate is to be submitted with the offer. OEM shall be international military standards or own country's standards certified. Certificate to this effect of OEM is to be provided by supplier at the time of supply/delivery of the equipment at consignee's end. The Parties agree that if any variation of any Western EU standards or equivalent after signature of the Contract is deemed explicitly not to be a circumstance within the responsibility of the Supplier. Implementation of any variations to the relevant standards for the purpose of operating the Equipment shall be agreed between the Parties within the contractual change management procedure, prior to realization.	
24.	**TECHNICAL SCRUTINY** Technical scrutiny of proposal forwarded by the bidder shall be carried out by a committee nominated by NHQs.	
25.	**DELAYS AND LIQUIDATED DAMAGES (LDs)** LDs, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges of the stores delivered late.	
26.	**BIDDING PROCEDURE** Tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure.	
27.	**LANGUAGE, MEASUREMENTS AND WORKING METHODS** All drawings, data-files in soft media, Man-Machinery Interface (MIMI) of	

	software and hardware, all marking and identification systems and all other documentation required to be produced or delivered to the Purchaser under the Contract shall be written, and meetings conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.	
28.	**INTEGRITY PACT** Integrity Pact to be made part of contract exceeding Rs. 10 Million or in equivalent foreign currency. Specimen is placed at Appendix-1 to Annex B. If the Supplier or any of his sub-contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Supplier, then the Purchaser shall be entitled to: a. Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier or any of his sub-contractors, agents or servants. b. Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business practices of the Supplier or any of his sub-contractors, agents or servants.	
29.	**AMENDMENT IN CONTRACT** Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment in the contract/corrigendum.	
30.	**APPLICABLE LAW, DISPUTES AND ARBITRATION** Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and binding arbitration as provided below: a. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior Court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law. b. The venue of arbitration shall be the place from which the contract is issued or such other place as the Purchaser at his discretion may determine. c. The arbitration award shall be firm and final. d. In the course of arbitration, the contract shall be continuously executed except that part which is under arbitration. e. All proceedings under this clause shall be conducted in English language and in writing.	
31.	**FORCE MAJEURE** The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of Governments or any other authority competent in relation to any action in	

connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 30 (thirty) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.

The Party initiating the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned aspects along with Force Majeure event and of its effects on the delivery of the Supplies or any of its obligations towards this Contract.

Once the Party initiating the Force Majeure has provided the reasonable proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged to be realistic. In such case the Force Majeure shall be considered to have occurred.

If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed to the Supplier for completion of his obligations so affected without any increase in Contract Price.

If Force Majeure is considered present for a continuous period of more than 06 (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide future course of action.

32. **TERMINATION OF CONTRACT**

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 shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

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

a. To have any part thereof completed and take the delivery thereof at the contract price or.

b. 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. 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.

d. 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. If due

	to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.	
33.	**CONFIDENTIALITY** The Supplier and the Purchaser shall keep confidential all information of the other party, whether designated as confidential or not, obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party. The provisions of this clause shall not apply to any information in the public domain otherwise than by breach of the Contract; or information obtained from a third party who is free to divulge the same. The Supplier and the Purchaser shall divulge confidential information only to those employees who are directly involved in the Contract or have use of equipment and/or software used in connection with the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality. The Supplier shall undertake that any information about the sale/ purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer/ Supplier/company's lawyer(s), or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the Contract at the risk and expense of the Supplier.	
34.	**LONG TERM LOGISTIC SUPPORT** The Supplier shall guarantee to supply the necessary spares for next 10 years from the date of its final acceptance of the system by Purchaser. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment, OEM shall indicate their source of availability. The Supplier shall be required to have a provision in the same contract for replacement of defective components/ parts through exchange and shall provide Standard Replacements Cost for all PCBs, Modules, Sub-assemblies, LRUs, etc used in the equipment/ system for next five years. In case of conclusion of RRC, this requirement shall become part of RRC. In case of discontinuation of production of any component/ part as result of obsolescence or development of an upgraded version, the Supplier shall inform the Purchaser at-least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the 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 provide alongwith the offer the name of manufactures of all the major sub-assemblies and associated accessories of the offered system. The Supplier shall provide standards/ specifications certificate referred to or used for the equipment and its accessories.	
35.	**SEVERABILITY** The invalidity or unenforceability of any term or condition of the Contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the Contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both Parties. Such discussions shall, as far as be possible, ensure the Defence needs/concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability term and	

	condition substantially alter the underlying intent of the Contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the Contract, then the Parties shall without further delay, meet to consult each other and reach agreement thereon. Failure by either Party at any time to enforce any of the provisions of the Contract shall not be considered as a waiver by the Party concerned of any such provision or in any way affect the validity of the Contract or any part thereof or any other rights of either Party. Such failure shall only inhibit the rights of the Party concerned to claim costs/expenses incurred or to impose Liquidated Damages (financial or otherwise) for defaults, in respect only of the said non-enforced provisions.	
36.	**OWNERSHIP OF CONTRACT** In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that: a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract. b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.	
37.	**INDEMNITY** In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of sub- contractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his sub-contractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.	
38.	**PRESERVATION OF GOODS IN CASE OF IMPOSITION OF SANCTIONS** The Purchaser emphasizes that in no condition any embargo on Purchaser's Country shall affect the execution of this project. However, in case any sanctions are imposed, the Supplier shall ensure the preservation of Goods, material state/long term storage in accordance with relevant maintenance manuals at its premises for a period of up to 60 Working Days. The Supplier shall not charge Purchaser for preservation of Goods at its premises during such period and shall not sell/dispose them without written agreement of the Purchaser. If such sanctions are in effect beyond such 60 Working Days period, then the Purchaser shall take possession of the Goods where then located or such other location as may be mutually acceptable to the Parties, notwithstanding any provision to the contrary herein contained.	
39.	**CERTIFICATE OF CONFORMANCE (COC) BY OEM** Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies/ Suppliers rendering false OEM Conformance Certificates shall be black listed.	
40.	**CERTIFICATION REQUIREMENT** Supplier/OEM shall confirm through OEM certificate at the time of	

	supply/delivery of the equipment at consignee that equipment being supplied is proven equipment. Supplier through certificate is to confirm that he shall provide import documents at the time of delivery of stores. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockist shall not be acceptable.	
41.	**TECHNICAL ASSISTANCE** The Supplier shall be responsible for successful Setting-to-Work, commissioning and Tests/ Trials of the system on site(s) in Pakistan. The technical assistance by the Supplier during warranty period shall be free of cost and on request basis to the satisfaction of Purchaser.	
42.	**INTEGRATED LOGISTIC SUPPORT ELEMENTS**. Consumable spares are required for 5000 hrs operation (or 5 years) and the OEM is to provide guarantee for spare supportability of various spares for the life cycle of the equipment for at least 15 years. Following information is required for the spares. a. OEM. b. Part Number. c. NATO Stock Number. d. Description/ Nomenclature. e. Denomination. f. Shelf Life. g. Main Equipment. h. Price. j. Quantity Required.	
43.	**ASSIGNMENT AND SUBCONTRACTING** Neither Party shall assign any of its rights or obligations (in whole or in part) under the Contract without the prior written consent of the other Party which shall not be unreasonably withheld. The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.	
44.	**PROJECT MANAGEMENT REVIEW (PMR) MEETINGS** The Supplier's key professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Purchaser's request for meetings without any additional cost, which shall include but not limited to the following meetings: a. Progress timeline/ payment bills meetings. b. Any other meetings held in relation to the project.	
45.	**WORKMANSHIP AND MATERIALS** a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognized good practice. The Supplier shall submit for approval of the purchaser, his detailed method statement(s) for the execution of such items of work as may be desired by the Purchaser. Approval of such method statement(s) shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional costs. b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work onboard/ Site which is about to be covered up	

	or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonable delay carry out the examination, measurement or testing.	
46.	**CORRUPT GIFTS COMMISSIONS** The Supplier shall not: a. Offer or give or agree to give to any person in the service of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favour or disfavor to any person in relation to this Contract. b. Enter into this or any other Contract with the Purchaser in connection with which commission has been or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made, particulars of any such commission and of any agreement for the payment therein have been disclosed in writing to the Purchaser.	
47.	**OBSOLESCENCE** In case of discontinuation of production or any component/part as result of obsolescence or development of upgraded version, the seller shall inform the buyer at-least one year (01) in advance. The seller shall ensure the provision of such components/parts as demanded by the buyer prior discontinuation of the production and shall also provide alternate for such components/parts in case the original is not available.	
48.	**MISCELLANEOUS INSTRUCTIONS** a. Validity of PBG and LC Shall be extended by the parties till completion of all contractual obligations by the parties as specified in the contract till closure or termination of the contract. b. Change of beneficiary and/ or subcontractor/allowing sub-letting of works to petty contractors during the execution of contract is not allowed.	
49.	**INSURANCE** All Stores shall be insured before dispatch. The Supplier/Principal is responsible to initiate insurance cover. Insurance shall be paid at actual in Pakistani Rupees by the CMA (DP), Rawalpindi to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area ISLAMABAD (Pakistan). The National Insurance Corporation (NIC) under the National Insurance Fund (NIF) shall issue an all risk cover except war and strikes, riots and civil commotion from Principal's warehouse to the consignee warehouse for C & F value of the stores. The risk on account of war, strikes, riots and civil commotion shall be entirely on the account of the purchaser. The supplier/principal shall finish the following details of consignment immediately at the time of shipment direct to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area, ISLAMABAD. 1. Name of Consignee/Insured 2. Contract Number and Date 3. Name of the Vessel/Air Line 4. Date of Sailing/Flight/Vessel No and Date 5. Port/Air Port of Shipment and destination 6. Description of package with markings and Numbers	

	7. Nature of package, whether crate/bale drum etc. 8. Bill of Lading/Air Way Bill The failure of the supplier to carry out the above obligation shall render him liable to make good the loss/losses if any.	
50.	**REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES** Any Supplier feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report. Redressal of Grievances Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process. Any Supplier not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.	
51.	**PURCHASER's RIGHT** Purchaser has the right to increase or decrease the quantities of indented stores based upon the results of per unit cost at the time of commercial opening and funds availability. Purchaser's decision shall not be challengeable by the bidders.	
52.	**ACCEPTANCE TEST/ TRIALS** a. The OEM shall provide: Acceptance Tests procedures (in English) 02 x months in advance for study and vetting by PN. The final acceptance procedures shall be prepared by the OEM and shall be presented to acceptance to PN. b. OEM shall carryout Factory Acceptance Tests (FATs) at OEM premises as per mutually agreed ATPs, in the presence of authorized representative(s) of the Purchaser. All expenditures of FATs including international tickets and boarding/lodging shall be borne' by the OEM. c. Acceptance trials of the supplied systems shall be carried out in Pakistan, in the presence of Purchaser's reps to prove that the equipment supplied is performing as per mutually agreed acceptance criteria. Final Acceptance Certificate shall be provided by End User within 30 days after successful field acceptance trials.	

APPENDIX-I TO ANNEX 'B'TO
INDENT No. DATED

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORKS IN CONTRACT WORTH RS. 10.00 MILLION OR MORE

Contract No. & Date.
Contract Value.
Contract Title.

[the Supplier] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligations 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.

Without limiting the generality of the foregoing, the Supplier represents and warrants 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 the anyone within or outside Pakistan either directly or indirectly thorough 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 including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certificates 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 and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

[The Supplier] 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, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regards, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or including the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP_____.

[The Purchaser] [The Supplier]

APPENDIX-II TO ANNEX 'B'TO
INDENT No. DATED

NON-DISCLOSURE CERTIFICATE

1. _____

(Name & Appointment)

On behalf of _____

(Name of firm/ contractor)

_____

(With address and telephone number)

2. Do hereby submit an under taking to abide by the provision of Official Secrets Act 1923 and conditions hereinafter contained. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate ceasing of further interaction and meetings.

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 _____

_____

DP-3

Tender No.....

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 Centre, 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 **120 days** or 30th June whichever is 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 light of. DDP&I -35(Edition 2024) 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. Technical Specification (Annex A to DP-2)
b. General Terms & Conditions of the contract (Annex B to DP-2)
c. _____
d. _____
e. _____

Yours faithfully,

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