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

Contact: For General Queries 051-9262306, Bahria Gate 0331-5540649, Section: 051-9262307
Email: dpn@paknavy.gov.pk 051-9262307 adpn36@paknavy.gov.pk
P-36/FOR Section (Contact: 051-9262307, Email: adpn36@paknavy.gov.pk)

Tender No and Date R2610/360346

Tender Description TRACTOR ALONGWITH ONE SET STANDARD TOOLS, ACCESSORIES & EQUIPMENT

IT Opening Date 03/12/2026

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

Contact Person _____

Contact Number (Landline _____) (Mobile _____)

Document to be Attached with Quotation

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

Sealed Envelop 1 – Technical Offer in Duplicate

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

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 markagainst each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clauseand 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 Money 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	Duly filled DP-2 Form of IT	01 x Original	

Firms Declaration

It is certified that we have submitted tender in compliance with above instructions

Firm's Authorized Signatures _____

DP - 1

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential Complex

Contact: For General Queries: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262307

Email: dpn@paknavy.gov.pk
adpn36@paknavy.gov.pk

M/s_____

_____

_____

_____

Dated :

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madem,

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

2. Caution: This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Edition 2024) covering general terms and conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Edition 2024) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood agreed ☐ Understood not agreed ☐

3. Conditions Governing Contracts. The 'Contract' made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the "Purchaser and the Seller" on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and hose contained in Defence Purchase Procedure and 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 agreed ☐ Understood not agreed ☐

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

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

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

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

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

Understood agreed ☐ Understood not agreed ☐

d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and 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 of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address

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

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

Understood agreed ☐ Understood not agreed ☐

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 General Queries: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262304

Email: dpn@paknavy.gov.pk
adpn36@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 agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

7. Validity of Offer.

Understood agreed ☐ Understood not agreed ☐

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.

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 agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender.

b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.

c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.

11. Withdrawal of Offer. Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

13. Treasury Challan.

Understood agreed ☐ Understood not agreed ☐

a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.
b. Firms, un-registered / un-indexed with DGDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).

14. Earnest Money/Tender Bond: Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer (Format as per details in last clause of thid DP-1). Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

Understood agreed ☐ Understood not agreed ☐

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

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

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

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

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

c. Return of Earnest Money. (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
(ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

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

Understood agreed ☐ Understood not agreed ☐

S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
c.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d	Three PP size photographs for each member of management.r	Three PP size Photographs for each member of management.
e	Challan Form	Challan Form
f	Bank Statement for last one year.	Financial standing/audit balance
g	Photocopy of NTN	Photocopy of passport
h	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

16. Inspection Authority Joint Inspection/ Inspection will be 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. Understood agreed ☐ Understood not agreed ☐

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

17. Condition of Stores. Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-15 enclosed with contract. Understood agreed ☐ Understood not agreed ☐

18. Documents Required. Following documents are required to be submitted along with the quote: Understood agreed ☐ Understood not agreed ☐

a. 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 prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.

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

(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. Rejection of Stores/ Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows: Understood agreed ☐ Understood not agreed ☐

a. 1st rejection on Govt. expense.

b. 2nd rejection on supplier expense.

c. 3rd rejection contract cancellation will be initiated.

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

Understood agreed ☐ Understood not agreed ☐

21. Integrity Pact. There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise Integrity Pact is placed as per details in last clause of DP-1. Following provisions must be clearly read and understood for strict compliance:

Understood agreed ☐ Understood not agreed ☐

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

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on 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 respectively with copy endorsed to the DP (Navy).

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

25. Discrepancy. The consignee will render a discrepancy report to all concerned within 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 agreed ☐ Understood not agreed ☐

26. Price Variation.

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

b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.

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.

Understood agreed ☐ Understood not agreed ☐

27. Force Majeure.

a. The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, 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 be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties.

c. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party of such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation or estimate of their probable impact upon performance of obligations under the Contract, as well as the time required for such performance.

d. Upon termination of the above-mentioned circumstances, the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.

e. Within reasonable time, the party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.

f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration of such circumstances and consequences thereof.

g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other Party (Seller).

h. 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"

Understood agreed ☐ Understood not agreed ☐

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 perceive 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 agreed ☐ Understood not agreed ☐

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 agreed ☐ Understood not agreed ☐

30. Liquidated Damages(LD). Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with 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 agreed ☐ Understood not agreed ☐

31. Risk Purchase. In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP&I-35 (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 case, 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 agreed ☐ Understood not agreed ☐

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 agreed ☐ Understood not agreed ☐

33. Termination of Contract.

Understood agreed ☐ Understood not agreed ☐

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

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

(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

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).

Understood agreed ☐ Understood not agreed ☐

35. Non Disclosure Agreement/ Secrecy Clause

Understood agreed ☐ Understood not agreed ☐

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

b. As the Contractor and 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/equipmentbeing 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 be 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.

	Understood agreed	Understood not agreed
36. End User Certificate (EUC) (where applicable)	☐	☐

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 agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

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

Understood agreed ☐ Understood not agreed ☐

S.No	Cetegary of Appeal	Limitation Period
a	Appeals for liquidated damages	Within 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 agreed ☐ Understood not agreed ☐

41. For Firms not Registered with For Firms not Registered with DGDP. Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website ww. dgdp.gov.pk. These firms can participate in tender iaw relevant paras and provision of documentary proof regarding financial status of the firm alongwith NSN/ GST registration copies.

Understood agreed ☐ Understood not agreed ☐

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 agreed ☐ Understood not agreed ☐

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

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

1. Contract No._____ dated _____
2. Name of Firm/Contractor_____
3. Address of Firm/Contractor _____
4. Name of Guarantor _____
5. Address of Guarantor _____
6. Amount of Guarantee Rs._____
   in words _____
7. Date of expiry of Guarantee_____

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

Sir

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

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

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

   b. To keep this Guarantee in force till _____

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

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

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

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

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

Guarantor

Dated: _____

_____

(Bank Seal and Signatures)

ANNEX-C
TO DP-I

INTEGRITY PACT

DECLARATION OF FEE, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SELLERS OF GOODS, SERVICES & WORKS

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 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.

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-I

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-I

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_____
Dated_____

Signature:_____
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-I

NON DISCLOSURE AGREEMENT

UNDERTAKING

1. I _____
(Name & Appointment)
on behalf of _____
(Name for Firm/ Contractor)
_____
(With address and Telephone Number)

2. Do hereby solernnly affirm to abide by the provision of Official Secret Act 1923 and the 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 _____
_____

INVITATION TO TENDER FORM

1 Schedule to Tender No. 2690350\R2610360346 Dated 05-10-26 This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:00 Hours on 2026-12-03 00:00:00.0 Please drop tender in the Tender Box No. 205

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

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

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
	02 x TRACTOR ALONGWITH ONE SET STANDARD TOOLS, ACCESSORIES & EQUIPMENT Detailed: Technical Specification Special Instructions: As Per Annex A to DP-3 General Instructions : As Per Annex B to DP-3	2.0 NUMBERS		
1	PINTLE HOOK Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	2.0 NUMBER		
2	FIBER GLASS SUN CANOPY Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	2.0 NUMBER		
Above mentioned price includes sale Tax__ (Please tick Yes or No)		Yes		No
	Grand Total			

COMPUTER CENTRE E-MAIL
DD (N)
DDP (N)
AD ( )
DATED

NOTE:

1. 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.
2. Stores will be inspected by Inspection authority of Pakistan Navy.
3. 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

Terms and Conditions

1.	Terms of Payment	As per Annex B
2.	Origin of OEM	To be indicated by firm
3.	Origin of Stores	To be indicated by firm
4.	Technical Scrutiny Report	Required
5.	Delivery Period	WITHIN 03 MONTHS AFTER CED
6.	Currency	PAK RUPEES
7.	Basis for acceptance	FOR
8.	Bid validity	The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
9.	Tendering procedure	Single Stage - Two Envelopes bidding procedure will be followed . PPRA Rule 36 refers.

10. Earnest Money/Tender Bond

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

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 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.

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

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

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

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

c . Return of Earnest Money. (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
(ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

11. 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.

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

j. 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.

k. 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.

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
Center, CDA Market
at Naval Residential Complex
Sector E-8, Islamabad
Tele : 051-9262310
Email : dpn@paknavy.gov.pk

Dear Sir,

1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day or 30th June whichever is later and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time.

2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in 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 Annexes have been added to and form part of this tender:

a. Technical Specifications (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.....

*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

ANNEX A to DP-3

INDENT NO: 2690350

DATED: 05 Oct 26

TECHNICAL SPECIFICATIONS – 2 x TRACTOR

S No	Description
1.	**Scope of Supply:** Tractor will be used by Field Units for shifting/transportation and deploymen mobile machineries and their accessories.
2.	**Offered Model:** 85 HP Tractor {brand/make of Fiat/New Holland, Messy Ferguson (Millat) or equivalent} per latest OEM specifications. Tractor must be equipped with OEM certified, sun can integrated ROPS(Roll Over Protective structure) frame including adjustable safety seatl Electronically or mechanically safety interlock incorporated.
3.	**PERFORMANCE SPECTIFICATION** a. Engine Power at 2000 to 2600 rpm ≥ 85 HP. b. Torque at 1400 to 1600 engine rpm ≥ 29.1 Kg.m c. Engine Speed at 540 PTO rpm 1,789 rpm d. Speed ≥ 40km/hr
4.	**ENGINE** a. Type Diesel b. No of cylinders 04 – 06 c. Injection Direct d. Aspiration Natural e. Capacity (litter) 4 – 6

	f.	Throttle control	Hand and foot
	g.	Cooling	Water
	h.	Air cleaner type	Oil bath
	j.	Air pre cleaner	Over bonnet
	k.	Fuel filter	Duel high capacity
	l.	Exhaust	Vertical muffler
	m.	Oil cooler	Water cooled

5. ELECTRONICS

a. Voltage	12 V
b. Starter	2 to 3 KW
c. Alternator	40 to 50 A.

Battery (100 to 120 Ah)

OEM/Brand name to be mentioned in the technical offer, manufacturing date should not be more thar months old. 1 year Warranty certificate is to be provided.

6. CLUTCH

a. Type	Dual
b. Lining material	Cerametalic

7. TRANSMISSION

a. Type	Sliding spur	
b. No of gears	6-8 forward	
	02 rear	
c. Speed	Road speed at engine rpm 15 to 35	km/h

8. POWER TAKE OFF

a. Type Live

	b. Engine speed at 540 PTO c. No of splines d. Shaft diameter	1789 - 2160 rpm (Min) 6 35 mm (Min)
9.	**HYDRAULIC**	
	a. Functions	Draft control Position control Response control Constant pumping
	b. Pump type c. Pressure atmosphere/ temperature d. Lifting capacity e. Horizontal lower links interchangeable ball	Reciprocating 20 - 30 MPa at normal 2000 - 4000 Kgs With cat I & II
10.	**STEERING**	
	a Type	Hydraulic
11.	**FRONT AXLE**	
	a. Type	Heavy duty box section adjustable
12.	**REAR AXLE & BRAKES**	
	a. Type b. Brake c. Brake paddle d. Brake actuation e. Parking Brake	Straddle with epicycle reduction gears Oil immersed multi disc Pendent Hydraulic Hand lever operated
	TRACK ADJUSTMENT	

a. Front axle 1250 – 2000 mm
b. Rear axle 1400 – 2200 mm
c. Rear axle be equipped heavy duty differential lock system to prevent wheel slippage and ensure maxir pulling power.

13. INSTRUMENTATION

a. Gauges Temperature

Hour meter

Fuel level

Water temperature and battery condition

b. Warning lights Direction indicators

Electric charge

Head light main beam

Low engine pressure

Brake light and auxiliary light

14. TYRES

a. Front At least 7-50-16 (6PR)
b. Rear At least 18.4/15-30 (8PR).

OEM/Brand name and size(s), speed limits, are to be mentioned in the technical offer. T manufacturing date should not be more than one year old, from the date of delivery of vehicles.

15. WEIGHT AND DIMENSION

a. Weight gross 2400 to 2900 Kgs
b. Dimension Length Between 3750 to 3800 mm

Width Between 1870 to 1900 mm

Height a. Over exhaust - Between 2485 to 2500 mm

b. Over Steering Wheel - Between 1780 to 1790 mm

c. Turning circle Without brake Between 7500 to 7600 mm
d. Ground clearance Under gear box 500 to 520 mm

16. CAPACITIES

a. Fuel tank 60 - 110 Ltrs
b. Engine sump 7 - 12 Ltrs
c. Cooling system 10 - 16 Ltrs
d. Hydraulic system 25 - 40 Ltrs

17. MISCELLANEOUS ACCESSORIES

a. **FRONT BLADE:**

Blade - Heavy duty

Cutting Edge - 152 mm (6") x 12.7 mm (1/2"), high carbon / alloy reversible & replaceable

Hydraulic Ram - 02 Jacks, Double acting, Heavy duty

Control Valve - 45 Ltr, double acting spool valve

Blade Movement - Max lift 533 mm (21"), max depth below ground 102 mm (4")

b. **Fiber glass Sun Canopy:** Fiber sun glass canopy with complete fitting & Pintle Hook.

c. As per OEM's documents, compatibility of the engine for required GCWR (Gross Combina Weight Ratio).

18. COLOUR Commercial

19.	**STANDARD EQUIPMENT (1 set each)**
	a. Weight frame without weights. b. standard tool box with set of tools. c. Top link end. d. Cat I & II balls. d. Check Chains. e. Stabilizer chains. f. Spring suspension seat. g. Flat top fenders. h. Operators & Service manuals. The quantity of afore mentioned equipment/items must be as per OEM standard specs.

ANNEX B TO DP- 3

INDENT No. 2690350

DATED : 05 Oct 26

GENERAL TERMS AND CONDITIONS

S.No	Description
1	**SCOPE OF SUPPLY/ WORK:** The Supplier undertakes to deliver Tractor including Services of the items to the Purchaser as per details specified in Annex-A (Technical Specifications).
2	**PROJECT SCHEDULE** a. The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any other dates or periods the Supplier shall strive to compensate such overruns in order to finally meet any subsequent binding dates. b. If by reason of any change order, or of any act or omission on the part of the Purchaser, or any event of force majeure the Supplier shall be delayed in the completion of the Contract then provided that the Supplier shall as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable.
3	**SCHEDULE OF PAYMENTS:** All payments to the Supplier shall be released through CMA(DP) on achievement of respective milestones as mentioned below or as negotiated by DP (N):- a. 60% payment on completion of following: (1) Delivery on FOR/DDP Karachi/Islamabad alongwith tools/stores. (2) Successful Joint inspection report without any discrepancies. (3) Provision of all documents. b. 20% payment Successful completion of test/trials of vehicle complying all specification/ acceptance criteria and issuance of final acceptance certificate by end user.

	c. 20% payment on issuance of CRV by consignee
4	**PERFORMANCE BANK GUARANTEE (PBG): (As per clause 20 of DP-1)** 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 after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed as per details at last clause of DP-1.
5	**CONTRACT EFFECTIVE DATE (CED):** CED shall be established and notified by the Purchaser upon completion of following pre-requisites: a. Contract signing. b. Endorsement by FA(Navy).
6	**PRICES OF THE ITEMS:** The Supplier should mention the price of all deliverables (i.e. Equipments/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Trainings, FATs (Factory Acceptance Trials), Installation/ Integration, Test/ Trials/ Commissioning (Harbour Acceptance Trials, Site Acceptance Trials etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document.
7	**PERFORMANCE GUARANTEE TEST** a. The Purchaser may decide to arrange a Performance Guarantee Test (where applicable) during commissioning of the Equipment. The Performance Guarantee Test shall then be executed in accordance with the mutually agreed Performance Protocol Test Procedure and Protocol which sets out the obligations of both PARTIES. In the event the performance guarantee values as specified in Performance Guarantee Test could not be attained for reasons attributable to the Equipment, and for which the Supplier shall be held responsible under the Contract, the following shall apply: b. The Supplier shall be entitled for a mutually agreed period, to take the corrective measures necessary to eliminate the defects or deficiencies by repairing or replacing the affected parts of the Equipment. After such corrective measures Performance Guarantee Test shall be repeated and in the event that the Equipment fails to meet the guarantee values stated in Performance Protocol Test Procedure and Protocol, then liquidated damages shall be applicable as defined in the Article.
8	**BUY BACK:** The Supplier may buy back the spares parts supplied as part of the contract at the

	selling price within 03 years of delivery subject to the condition that their shelf life is not expired, items are neither damaged nor repaired and items are genuinely surplus to the requirement.
9	**DOCUMENTATION:** The Supplier shall provide two sets of following original documents (in English) for each item/ vehicle: a. Operator manuals covering comprehensive operating instructions alongwith CDs. b. Maintenance manual and procedures alongwith flow charts and diagrams with circuit diagram (as applicable) with all maintenance routines of the equipment. c. Illustrated parts catalogues (IPCs).
10	**SPARES (where applicable):** The list of spares, package shall be based on OEM, experience /practice. The Supplier shall provide 01 year spares and 03 years depot spares as and when required by the Purchaser on payment.
11	**WARRANTY/ GUARANTEE** a. Warranty period of all items/ vehicle except defective/non-operational shall commence from the date of acceptance of Goods/ Equipment/Vehicle, whereas warranty of defective/non-operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment. b. The vehicle and all its associated accessories should 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 (where applicable) provided with the systems /vehicle should 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 should 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 should 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 should also be in accordance with the latest appropriate standard specifications.

	e. The Supplier shall provide guarantee for 10 years supportability of the systems /vehicle and software (where applicable) for at least 05 years after acceptance of the vehicle/accessories.
12	**RISK & EXPENSE: (As per clause 31 of DP-1)** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP&I-35 (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 case, price difference (if any over and above the net LC Value of this contract) will be paid by supplier as compensation for RE amount.
13	**ACCEPTANCE CRITERIA** a. The Supplier should starts developing of criteria of vehicle after 15 days signing of contract (both hard and soft copies in English) after necessary approval by PN. The final acceptance procedure may be made by PN, taking into consideration the trial procedures recommended by the Supplier, system/vehicle specification provided by the Supplier and PN own experience/expertise or as per the mutually agreed timeline as defined in the contract. b. The Goods/ Equipment shall undergo onboard acceptance trials. c. The final acceptance certificate should be signed by PN inspection Authority i.e CINS only after successful completion of all installation/ Acceptance trials. d. System acceptance shall be based on operational performance through practical verification as per stated specifications of offered equipment and operational requirement for a test period of 15 days (may be extended if discrepancies are observed).
14	**TECHNICAL ASSISTANCE:** The Supplier should be responsible for successful Tests/Trials of the system/ vehicle on site/Firm premises in Pakistan. The technical assistance by the Supplier during warranty period should be without any additional cost and on request basis to the satisfaction of during warranty period should be without any additional cost on request basis to the satisfaction of Purchaser.
15	**SECRECY/ CONFIDENTIALITY:** The Supplier(s) shall undertake that any information about the sale/ purchase of the store under this contract shall not be communicated to any person, other than the manufacturer of the store, or to any press or agency not authorized by the DP(N) to receive it Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. "In this regard 'Non Disclosure Agreement (NDA)' as per format at Appendix-II is to be signed by the firm at the time of signing of contract".
16	**PROVISION TO BUY ADDITIONAL SYSTEMS:** If so required by the Purchaser, the Parties may enter into another Contract for purchase of additional system(s), at a comparable cost with the same scope of work at similar terms and conditions as mutually agreed.

17 **INSPECTION OF VEHICLE/ ACCEPTANCE TEST PROCEDURE**

a. The stores/ vehicle shall be Jointly inspected and accepted by the PN Inspection Authority i.e CINS. CINS may constitute the inspection team comprising of following officers/ Reps and may also co opt any other member, if required:

(1) Reps of Supplier

(2) Reps of End User

(3) Rep of concerned depot

(4) Rep of CINS

b. The inspection team shall inspect and test the vehicles to confirm 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 vehicle fail to conform to the specifications, Purchaser may reject them and the Supplier shall either replace the rejected goods/vehicles or make alterations necessary to meet specification requirements without any additional cost to Purchaser.

f. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan (if applicable) shall in no way be limited or waived by reasons of the goods/vehicles having previously been inspected, tested and passed by Purchaser or its representative prior to the goods/vehicles shipment from the country of origin.

g. Joint Inspection Team will be carry out inspection of vehicle including the following test:

(i). Road test.

(ii). Brake test.

	(iii). Shower test. (iv). Performance test.
18	**DISCREPANCY: As per clause 25 of DP-1)** 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.
19	**COMPENSATION ON BREACH OF CONTRACT: (As per clause 32 of DP-1)** If the Supplier fails to supply of contracted stores/vehicles or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier/ Supplier or stores/vehicles 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.
20	**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.**
21	**ACCEPTANCE TRIALS:** a. The OEM shall provide(as applicable) Factory Acceptance Tests (FATs), Setting to Work (STW), Site Acceptance Trials (SATs) procedures (in English) three months in advance for study and vetting by PN. The final acceptance procedures shall be prepared by the OEM and shall be presented for acceptance to PN. b. Acceptance trails of the supplied vehicle shall be carried out in Pakistan/Firm's premises, in the presence of Purchaser's reps to prove that the vehicle supplied is performing as per mutually agreed acceptance criteria. Acceptance certificate shall be provided by PN within 30 days after successful trials/inspection.
22	**PENALTY**

	a. The Supplier before making the shipment(where applicable) shall carry out complete test of the equipment/vehicle at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/ trials, Purchaser has the right to outright reject the equipment or impose penalty at the rate of 2% - 5% of the value of the relevant equipment/ items. b. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/ guarantee obligations on Form DPL-15.
23	**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. Specimen of Contract Completion Certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.
24	**COMPLIANCE WITH INTERNATIONAL STANDARDS:** The Goods/Equipment/Vehicle shall comply with all relevant ISO standards stipulated in the Contract (where applicable) and valid on the date of signature of the Contract. The Parties agree that any variation of any ISO standard after signature of the Contract is deemed explicitly not to be a circumstance within the responsibility of the Supplier. Implementation of any variations to the relevant ISO standards for the purpose of operating the Equipment shall be agreed between the Parties within the contractual change management procedure, prior to realization.
25	**TECHNICAL SCRUTINY:** Technical scrutiny of quotations forwarded by the bidder shall be carried out by a committee nominated by NHQs. The TSR committee may ask the Suppliers to demonstrate their equipment or give a presentation for clarification. TSR committee may also visit the OEM premises at the invitation/expense of the Supplier to evaluate the manufacturing/system's capabilities of the OEM.
26	**DELAYS AND LIQUIDATED DAMAGES (LDs): (As per clause 30 of DP-1** 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.

27.	**INTEGRITY PACT: (As per clause 21 of DP-1)** 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-1. Following provisions must be clearly read and understood for strict compliance: 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 per Pakistanâ€™s Code of Criminal Procedure. e. 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.
28	**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.
29	**APPLICABLE LAW, DISPUTES AND ARBITRATION: (As per clause 28 of DP-1)** Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below: 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.
30	**FORCE MAJEURE (As per clause 27 of DP-1)** a. The Parties will not be held responsible for any non- fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition)' directly affecting the Parties and any events or circumstances on which the Parties has no control. b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties. c. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party of such situation within 30 (thirty) days from occurrence thereof The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation or estimate of their probable impact upon performance of obligations under the Contract, as well as the time required for such performance. d. Upon termination of the above-mentioned circumstances, the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested. e. Within reasonable time, the Party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force- majeure situation. f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration of such circumstances and consequences thereof. g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations in Contract. If duration of such circumstances excess months and the Parties fail to agree on further measures needed to perform their respective the Contracting Party (Purchaser) shall have the terminate the Contract, whether partially or wholly any subsequent claims, by sending a written notice to the other Party (Seller. h. The Purchaser may not claim LD in relation to delivery provided that such delays have been 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".

31 **TERMINATION OF CONTRACT: (As per clause 33 of DP-1)**

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/vehicles 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 subcomponents 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 vehicles including supply and services in time as per terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (R\&E) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.

32 **LONG TERM LOGISTIC SUPPORT**

a. The Supplier shall guarantee to supply the necessary spares/facilitate repair/maintenance for next 10 years from the date of its final acceptance of the system/ vehicle by Purchaser. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment/ vehicle, OEM shall indicate their source of availability.

b. The Supplier shall be required to have a provision in the same contract for replacement of defective components/ parts through exchange and shall provide Standard Replacements Cost for all PCBs, Modules, Sub-assemblies, LRUs, etc used in the equipment/ system for next five years. In case of conclusion of RRC, this requirement shall become part of RRC.

	c. In case of discontinuation of production of any component/ part as result of obsolescence or development of an upgraded version, the Supplier shall inform the Purchaser at-least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the Purchaser prior discontinuation of the production and shall also provide alternate for such components/ parts in case the original is not available. d. The Supplier shall provide alongwith the offer the name of manufactures of all the major sub-assemblies and associated accessories of the offered system. The Supplier shall provide standards/ specifications certificate referred to or used for the equipment and its accessories.
33	**SEVERABILITY** a. The invalidity or unenforceability of any term or condition of the Contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the Contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both Parties. Such discussions shall, as far as be possible, ensure the Defence needs/concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability term and condition substantially alter the underlying intent of the Contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the Contract, then the Parties shall without further delay, meet to consult each other and reach agreement thereon. b. Failure by either Party at any time to enforce any of the provisions of the Contract shall not be considered as a waiver by the Party concerned of any such provision or in any way affect the validity 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.
34	**SECURE EXCHANGE OF CORRESPONDENCE:** All correspondence pertaining to contract between Supplier and PN shall be on secured media.
35	**ASSIGNMENT AND SUBCONTRACTING** a. Neither Party shall assign any of its rights or obligations (in whole or in part) under the Contract without the prior written consent of the other Party, which shall not be unreasonably withheld. b. The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.
36	**INTELLECTUAL PROPERTY RIGHTS:** Unless otherwise agreed in writing, all intellectual

	property rights arising out of this Contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.
37	**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, and b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.
38	**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.
39	**CERTIFICATE OF CONFORMANCE (COC) BY OEM:** Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier/ contracting Supplier shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies/ Suppliers rendering false OEM Conformance Certificates shall be black listed. (1) Description of Store alongwith Quantity. (2) Part/Pattern No of Store (3) Manufacturer Identification (Name Address and Contact No). (4) Date/period of Manufacturing. (5) List of Nos. (Serial, Batch or Lot) as endorsed / engraved on the stores (as applicable). (6) Details of Test Reports (FATs / OEM Lab Test report) alongwith dates and tests conducted (as applicable). (7) Details of third party testing authority (if their service used). (8) List of Safety/Regulatory Standards (as applicable). (9) Conformance to Standard / Specifications quoted in the Contract.

40	**CERTIFICATION REQUIREMENT** a. Supplier/OEM shall confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment. b. Supplier through certificate is to confirm that he shall provide import documents at the time of delivery of stores. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer shall be provided at the time of delivery of stores. c. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockiest shall not be acceptable.
41	**NO LICENSE:** All Confidential Information shared under this Agreement shall remain the exclusive property of the Purchaser, and the Supplier shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information to the Supplier.
42	**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.
43	**MISCELLANEOUS** a. The Supplier should provide the copies of standard/ specifications referred to or used for the equipment/ vehicle and its accessories.

	b. Stores to be accepted on DPL-15 at consignees end. c. Supplier shall provide a conformance certificate that item supplied conforms to relevant international standards. d. The Supplier should mention the price of all deliverables separately in financial quote. The same are to be subsequently incorporated in the contract document.
44	**OEM'S SPECIFICATIONS:** Following is to be provided alongwith technical offer: a. Copy of OEM's list of standard accessories/fittings etc. b. Details of model code of engine/chassis etc. c. List of standard tool kit.
45	**REJECTION OF VEHICLES BE HANDLED AS GIVEN BELOW:** In the event of any vehicle failing to conform to the specification given in the contract, or the failure of supplier in performing any of the contractual obligations stipulated in the contract. The inspector shall have the right to reject the same. The purchaser will then be at liberty to: a. Allow the supplier to re-submit vehicles in replacement of those rejected within the delivery period specified in the contract, the supplier bearing the cost of freight on such replacement without being entitled to any extra payment, or. b. Buy the quantity of the vehicle rejected or others of a similar nature from elsewhere at the risk and expense of the supplier without affecting the supplier's liability as regards supply of any further consignments due under the contract, or. c. Terminate the contract and recover from the supplier the actual loss the purchaser thus incurs by purchasing the vehicle from elsewhere.
46	**COUNTRY OF ORIGIN:** Pakistan.

47	**DELIVERY OF VEHICLE:** Delivery should be within 03 months after signing of contract as FOR/DDP Karachi and Islamabad, at a place nominated by Pakistan Navy i.e. either Karachi and Islamabad. Supplier is to ask the client about delivery of vehicles after inspection/acceptance by CINS.
48	**OBTAINING OF LICENSES:** It is the responsibility of the supplier to obtain licenses/permits etc (if any) in the seller's country or the country of origin of vehicle. Failure to obtain the same shall not constitute grounds for Force Majeure.
49	**COURT OF JURISDICTION:** **(As per clause 29 of DP-1)** In case of any dispute only court of jurisdiction at Rawalpindi/ Islamabad,Pakistan shall have jurisdiction to decide the matter.
50	**END USER CERTIFICATE (EUC)**: End User Certificate for OEM/Supplier to export the system to Pakistan shall be provided by Purchaser within 30 days after signature of contract by both the parties (if required by Supplier).
51.	**UPDATION OF DATABASE FOR MISC. PAYMENT & SHIFTING TO RAAST** 1. Following information is required to be provided alongwith below mentioned documentation for updation of data base record at CMA(DP): **SUPPLIER/VENDOR CREATION AND UPDATION FORM** S.No, Name of Firm/Company, Owner Name, CNIC, Bank Name, IBAN, NTN, GST, Contact No, Address, 2. Following Supporting Documents Required: a. Original letterhead request of firm/company. b. Attested copy of NTN/STN Certificate. c. Attested copy of CNIC. d. Account maintenance certificate from Bank.