310131

Tender Covering Form

Directorate of Procurement (Navy)
Through Bahira Gate,Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD
Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309
Email: dpn@paknavy.gov.pk
adpn31pre@paknavy.gov.pk

P- 31/PRE Section (Contact: 0519262304, 05120062059, Email: adpn31pre@paknavy.gov.pk)

Tender No & Date _____

Tender Description _____

IT Opening Date _____

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

Contact Person Name _____

Contact Number (Landline _____) (Mobile _____)

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

Sealed Envelope 1 – Technical Offer in Duplicate

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

S No	Document	Original Set	Copy Set
1.	Bank Challan		
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted–without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP – 2 Form of IT with compliance remarks against each clause.		
6.	Technical Offer / Specs		
7.	Annexes of IT		
8.	DP-3 form of IT (dully filled & signed)		
9.	DGDP Registration Letter (If firm is registered with DGDP)		
10.	Income tax Filling Proof.		
11.	Sales Tax registration Proof.		
12.	CEO Name & CNIC No.		
13.	Imported with OEM CoC (Certificate of Conformance) compatible to preferred makes given in **of Annex A.** (Name & Country of OEM to be clearly mentioned).		
14.	Country of Origin (Must be mentioned).		
15.	Affidavit / Undertaking of Provisional registration on judicial stamp paper of value Rs.100 (In case of un registered firm with DGDP).		

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

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

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

Firm's Declaration: It is certified that we have submitted tender in compliance with above instructions and we understand that our offer is liable to rejection if tender is not prepared / packed as per above instructions.

Firm's Authorized Signatures _____

DP-1

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)
Through Bahira Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD

Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309
Email: dpn@paknavy.gov.pk
adpn31pre@paknavy.gov.pk

M/s_____
_____
_____
_____ Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. **Caution**: This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2024) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 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 ☐ Understo not agree ☐

3. **Conditions Governing Contracts.** The 'Contract' made as result of this IT (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2024) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood agreed ☐ Understo not agree ☐

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 FATs, local training Foreign training, installation commissioning, services Taxes are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. **In case of more than one option offered by the firm**, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)
(Firms must clearly identify where their offer does not meet or deviates from IT Specs)

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

Understood agreed ☐ Understood not agreed ☐

d. Firms shall submit their offers in two separate envelopes **(i.e. one copy of commercial offer** and **two copies of the technical offers** as asked in the IT) and 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

Understood agreed ☐ Understood not agreed ☐

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 Bahira Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD
Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309
Email: dpn@paknavy.gov.pk
adpn31pre@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 051-9262306 well before the opening date / time.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

7. **Validity of Offer.**

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

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

Understood agreed ☐ Understood not agreed ☐

10. **Return of IT.** ITs are to be handled as per following guidelines:

Understood agreed ☐ Understood not agreed ☐

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

b. It is a standard practice to invite all firm(s) including those un-registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indenters. 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.

Understood agreed ☐ Understood not agreed ☐

11. **Withdrawal of Offer.** Firms **shall not withdraw** their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, **Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.**

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

13. **Treasury Challan.**

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

Attached ☐ Not Attached ☐

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

14. EARNEST MONEY/TENDER BOND:- PLEASE ENSURE EARNEST MONEY IS CONTAINED IN A SEPARATE ENVELOP (NOT INSIDE TECHNICAL OR COMMERCIAL OFFER). OFFER IS LIABLE TO BE REJECTED IN CASE EARNEST MONEY IS PACKED INSIDE COMMERCIAL OR TECHNICAL OFFER. YOUR TENDER MUST BE ACCOMPANIED BY A CALL DEPOSIT RECEIPT (CDR) IN FAVOR OF CMA (DP), RAWALPINDI FOR THE FOLLOWING AMOUNTS:-

Attached ☐ Not Attached ☐

a. **Submitting improper Earnest Money.** Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause

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

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

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

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

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

c. **Return of Earnest Money**

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

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

15. Documents for provisional registration: In case your firm wins a contract on Earnest Money (EM) , it will deposit following documents to DGDP (Registration Section) before the award of contract for provisional registration:- Understood agreed ☐ Understood Not agreed ☐

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

16. **Inspection Authority**. CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2024) or as per terms of the contract. Understood agreed ☐ Understood not agreed ☐

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

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

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

b. Original quotation/Principal/OEM proforma invoice.

c. 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.

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

(i) Imported material with break down item wise along-with import duties.
(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-
(1) General Sales Tax
(2) Income Tax
(3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
(4) Any other tax/duty.
(iii) Fixed overhead charges like labour, electricity etc.
(iv) Agent commission/profit, if any.
(v) Any other expenditure/cost/service/remuneration as asked for in the tender.

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

Understood agreed ☐ Understoc agreed ☐

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

20. **Security Deposit/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 CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days after signing of contract by both parties and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP (N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

Understood agreed ☐ Understo not agree ☐

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

Understood agreed ☐ Understoo not agreed ☐

or otherwise. Following provisions must be clearly read & 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 dpnavy@paknavy.gov.pk

b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, **PERMANENT BLACKLISTING** of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

22. **Correspondence.** All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy). Understood agreed ☐ Understood not agreed ☐

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

24. **Amendment to Contract.** Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract. Understood agreed ☐ Understood not agreed ☐

25. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost. Understood agreed ☐ Understood not agreed ☐

26. **Force Majeure.**

a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the Understood agreed ☐ Understood not agreed ☐

same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

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

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

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

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

27. **Arbitration.** Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and biding arbitration as provided below:

Understood agreed ☐ Understoo not agreed ☐

a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.

b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.

c. The arbitration award shall be firm and final.

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

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

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understoo not agreed ☐

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

Understood agreed ☐ Understoc not agreed ☐

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

Understood agreed ☐ Understoo not agreed ☐

32. **Gratuities/Commission/Gifts**. No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

Understood agreed ☐ Understoc not agreed ☐

33. **Termination of Contract.**

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

Understood agreed ☐ Understoo not agreed ☐

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

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

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

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

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves

the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

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. **Application of Official Secrets Act, 1923.** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information. Understood agreed ☐ Understoo not agreed ☐

36. **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 ☐ Understoo not agreed ☐

37. **Disqualification.** Offers are liable to be rejected if:- Understood agreed ☐ Understoc 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 Para17
f. Treasury challan is NOT attached with the technical offer.
g. Multiple rates are quoted against one item.
h. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
j. Subject to restriction of export license.
k. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
l. If the authorization letter/agency/dealership distribution agreement is not attached or if the validity of the same is expired.
m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
p. Earnest money is not provided.
q. Earnest Money is not provided with the technical offer (or as specified).
r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
s. Offer made through Fax/E-mail/Cable/Telex.
t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
u. If OEM and principal name and complete address is not mentioned.
v. Original Principal Invoice is not attached with offer.

38. **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) Understood agreed ☐ Understoc not agreed ☐

comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

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

39. **Limitation.** Any appeal received after the lapse of timelines given in para 38 above shall not be entertained. Understood agreed ☐ Understo not agree ☐

40 **Secrecy/ Non Disclosure Agreement (NDA).** The Supplier shall undertake as per attached Annex C that any information about the sale/purchase Of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) To receive it. Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the supplier. Understood agreed ☐ Understoo not agreed ☐

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

42. Firms which are not registered with DGDP should initiate provisional registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team: Understood agreed ☐ Understoo not agreed ☐

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

ab. Memorandum of Articles
ac. Form 29 and Form A
ad. Incorporation Certificate

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

Understood agreed ☐ Understo not agree ☐

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

Understood agreed ☐ Understo not agree ☐

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

Sincerely yours,

_____

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

ANNEX 'A'

DPL-15 (WARRANTY)

FIRM'S NAME: M/s_____

_____

_____

_____

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

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

3. This warranty shall remain valid for **01 Year** for all defects in hardware and **05 Years** for software after the acceptance of stores by the end user

Signature: _____

Date:_____

Place:_____

NOTE 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.

ANNEX 'B'

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

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

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

Sir,

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

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

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

b. To keep this Guarantee in force till _____.

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

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

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

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

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

Guarantor

Dated: _____ _____

(Bank Seal and Signatures)

ANNEX 'C'

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

Mr_____ Authorized signatory/ Partner/MD of M/s_____, do hereby solemnly affirm to DGP (Army), DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry of Defence Production, Rawalpindi that our firm M/s_____ has applied for registration with Director General Defence Purchase (DGDP) duly completed all the documents required by registration section on _____ (date) i,e before signing the contract. I certify that the above mentioned statement is correct. In case it is detected on any stage that our firm has not applied for registration with Director General Defence Purchase or statement given above is incorrect, our firm will be liable for disciplinary action initiated (i,e debarring, the firm do business with other Defence Establishment and Govt. Agencies). I also accept that any disciplinary action taken will not be challenged in any Court of Law.

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

ATTESTED BY OATH COMMISSIONER WITH STAMP

D P 2

INVITATION TO TENDER FORM

1. Schedule to Tender No.**2690409/R-2609/310131** dated **16-08-2026**. This tender will be closed for Acceptance at **1030** Hours and will be opened at **1100** Hours on. **03-12-2026** Please drop tender in the Tender Box No **201**.

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

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

S NO	DETAIL OF STORES	QTY	UNIT PRICE W/O GST	TOTAL PRICE W/O GST
1.	**COMPUTER AIDED DESIGN (CAD) WORKSTATION FOR DRAWING & DESIGN (D&D) SECTION** **Detailed:** **Technical Specification Special Instructions:** As per Annex A. **General Requirement/Instructions:** As per Annex B.	02		

Terms & Conditions

1. **Terms of Payment.** As per Annex B (Para – 2).

2. **Origin of OEM.** **(Must be filled)**
   Imported with OEM CoC (Certificate of Conformance) compatible to preferred makes given in **of Annex A.** (Name & Country of OEM to be clearly mentioned).

3. **Origin of Stores.**. **(Must be filled)**
   Imported (Actual country (place) of manufacturer to be indicated).

4. **Technical Scrutiny Report**. Required
5. **Delivery Period.** within **06** Months
6. **Currency.** Pak Rupee
7. **Basis for acceptance.** FOR/DDP Karachi Basis

8. **Bid validity.** The validity period of quotations must be indicated **and should invariably be 120 days from the date of opening of Commercial / Financial Proposal 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 Envelope** bidding procedure will be followed. PPRA Rule 36 refers.

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

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

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

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

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

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

b. **Return of Earnest Money**

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

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

c. Copy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Market.

11. **Special Note**.

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

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

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

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

d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on

Active Taxpayers List **(ATL)**. No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.

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

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

g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached **in separate envelop in sealed condition with the Technical Offer**. Photocopy of the same shall also be attached with DP-2 as a testimony. **Cheques / crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.**

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 duly signed & 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.

l. The Supplier shall undertake as per attached Annex C that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP (N) to receive it.

Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the Supplier.

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

ANNEX A TO NHQs
INDENT NO: 2690409
DATED: 16 AUG 26

TECHNICAL SPECIFICATIONS – 02 x COMPUTER AIDED DESIGN (CAD) WORKSTATION FOR DRAWING & DESIGN (D&D) SECTION

S No	Technical Specification	Firms Reply
1.	**INTRODUCTION** N/A	
2.	**AIM** N/A	
3	**OPERATIONAL CAPABILITIES.** N/A	
4	**CRITICAL PARAMETERS.** 02 x Set-to-Work (STW) stations complete with licensed software, accessories, ergonomic furniture and associated operational support equipment. Critical parameter/ specification details are appended below:	

S No	Description	Specification
a.	Platform	HP Z4 G5 Workstation or equivalent.
b	Processor	Intel Xeon W5-2445/ 2465X or equivalent.
c.	Memory	64 GB DDR5 ECC RAM
d	Primary Storage	2 TB NVME SSD
e	Secondary Storage	1 TB NVME SSD
f.	Graphics	NVIDIA RTX A1000 (8 GB) or equivalent.
g.	Operating System	Windows 11 Pro Workstation
h.	Optical Drive	DVD± RW Super Multi
j.	Display	Dell S2725SHM 27" 144Hz or equivalent.
k	Dedicated cooling system	Air condition 02 x 1.5 Ton (PATT No 1308-50-053-0116).
l.	Software requirement all with original licenses	AutoCAD Commercial. Software with all licensed one year valid subsequent from system acceptance.
m	Power Supply	As per system requirement.

5	**REQUIRED STANDARDS** Following standards are to be maintained: a. Internationally Recognized Computer Aided Design (CAD) Facility as ISO-13567 and BS-1192. b. As per Quality International Standards ISO-13567 and BS-1192.	
6.	The equipment shall be recently manufactured/ fresh batch, OEM certified and may not be older than 01 Year at the time of delivery. Only genuine OEM parts are acceptable. Non-Genuine/ replacement of parts/ spares are not acceptable.	
7.	**ACCEPTABLE MAKE** M/s Growell Technology (Pvt) Ltd, USA, EU, China or equivalent.	

ANNEX B TO NHQs
INDENT NO: 2690409
DATED: 16 AUG 26

GENERAL TERMS & CONDITIONS - 02 x COMPUTER AIDED DESIGN (CAD) WORKSTATION FOR DRAWING & DESIGN (D&D) SECTION

S No	General Terms & Conditions	Firms Reply
1	**SCOPE OF SUPPLY/ WORK** a. The Supplier shall deliver item/ equipment including Supplies and Services to th Purchaser on FOR/DDP Karachi basis as per details specified in Annex-A (Technic Specifications) and General Terms and Conditions given herein at Annex-B to this Indent. b. The Supplier shall, in accordance with the terms and conditions as set forth in th Indent, with due care and diligence, provide the Item/ equipment including Supplies an Services within 06 months of CED.	
2	**PAYMENT TERMS** a. As per DPP & I-35 (Revised 2024) or as decided by DP (N). b. 60% payment on completion of following: (1) Delivery on 'FOR/DDP Karachi basis. (2) Successful Joint Inspection Report without any discrepancy. (3) Provision of documents. c. 20% payment upon Successful completion of the following: (1) Installation & commissioning (2) Operator/ Maintainer Training. (3) Issuance of acceptance certificate. d. 20% payment on issuance of CRV by consignee.	
3	**PERFORMANCE BANK GUARANTEE (PBG)** To ensure timely and correct supply stores, the Supplier shall furnish an unconditional Performance Bank Guarantee in favour CMA(DP), Rawalpindi within 30 days of signing of the contract from a scheduled bank for a amount equal to 10% of the total Contract value (on a Judicial Stamp Paper) of appropria value as per prescribed format. This PBG shall remain valid till 60 days beyond th completion of warranty period of supplied stores.	
4	**CONTRACT EFFECTIVE DATE (CED)** CED shall be established and notified by th Purchaser upon completion of following pre-requisites: a. Contract signing.by both parties. b. Endorsement of Military Finance i.e FA(N).	
5	**PRICE OF ALL DELIVERABLES:** a. The supplier should mention the price of all deliverables (i.e Equipments/ Service	

		Firms Reply
	Spares, Documentation, training, installation separately in financial quote. The same are to be subsequently incorporated in the contract documents. b. The supplier, in his quotation should separately mention the price as per following format: **S No** **Description** **Price** (1) Complete equipment (2) Mandatory accessories (3) Installation & commissioning (4) Documentation (5) Training (6) Depot List	
6	**PERFORMANCE GUARANTEE TEST/ DEMONSTRATION TRIALS** a. The Purchaser may decide to arrange a Performance Guarantee Test of offered Item/ equipment including either in Pakistan or at OEM premises on "No Cost No Obligation" basis for evaluation by a nominated team after issuance of tender as part of TSR but before contract signing. If due to unavoidable circumstances, the Performance Guarantee Test could not be undertaken prior contract signing, then the same shall be linked with Contract Effective Date and undertaken after contract signing but before notification of Contract Effective Date by the Purchaser. b. If the Performance Guarantee Test is carried out after contract signing then it shall 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 offered Item/ equipment , and for which the Supplier shall be held responsible under the Contract, the following shall apply: c. 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 Item/ equipment. After such corrective measures Performance Guarantee Test shall be repeated and in the event that the Item/ equipment including fails to meet the guarantee values stated in Performance Protocol Test Procedure and Protocol, then liquidated damages shall be applicable.	
7	**DOCUMENTATION** OEM/ Firm is to provide 01 x set of documents (hard & soft copies, in English) for the supplied equipment at the time of delivery. Photocopies of documentation will not be accepted: a. Hard & soft copies of Maintenance Manual including Fault Isolation Manual. b. Hard & soft copies of Operational Manual/ Instructions. c. Equipment relevant Illustrated Part Catalogue (IPC).	
8	**SPARE SUPPORTABILITY** All calibration standards for periodic calibration of the system and publications for periodic inspection/ maintenance of the equipment are to be provided by the firm. Moreover, suppliers/ OEM shall inform end user with respect to all safety bulletins, changes and modifications of parts especially in case of obsolescence. Moreover, spares/ consumable (if any) will be provided by OEM as part of contract for initial 02 x years.	

		Firms Reply
9	**TRAINING (OPERATOR/ MAINTAINER)** a. 1 x Weeks operators & Maintenance training for 04 x PN trainees is to be provided by the OEM/ Authorised Rep at end user's premises without any additional costbasis. The said training is to be conducted after delivery/ installation of stores at end user's premises. OEM/ authorized Rep shall provide requisite training material to the trainees and shall comprehensively cover following aspects during the training: (1) Introduction to the test equipment. (2) Functions of the equipment. (3) Detail setting up procedure of the equipment and operating guidelines to exploit all the features of the equipment. (4) Carrying out fault diagnosis and rectification of the equipment. (5) Operations through compatible software. (6) Operating the system to its full capabilities. While ensuring all safety aspects of system/ equipment. (7) Be able to set to work, trial and commission equipment after routine maintenance and repair. b. The supplier shall provide computer based training CDs/ DVDs alongwith hard copies of training material (if available).	
10	**WARRANTY/ GUARANTEE** a. Warranty period of all items except defective/non-operational shall commence from the date of acceptance of Item/ equipment including installed equipment/ machinery, whereas warranty of defective/non-operational equipment/ machinery (at the time of commissioning/ acceptance) shall commence after defect rectification. b. The Item/ equipment including and all its associated accessories shall be warranted against DPL-15 by the Supplier for a period of 01 year, for all defects in hardware from the date of final acceptance by PN. Software, if provided with the systems shall also have warranty for a minimum period of 05 years for any bugs found in operations. The Supplier shall provide/incorporate all software updates in this period. c. The Supplier shall provide guarantee that the articles supplied are of latest version and all modifications/up gradation have been incorporated in the equipment being supplied. d. The Supplier shall provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture shall also be in accordance with the latest appropriate standard specifications. e. The Supplier shall provide guarantee for through life supportability of the Item/ equipment including and software for at least 05 years after acceptance of the entire system.	
11	**RISK & EXPENSE (R/E)** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense of the supplier in accordance with DPP&I-35 (Revised 2024).	
12	**ACCEPTANCE CRITERIA** a. The final acceptance procedure may be made by PN, taking into consideration the trial procedures recommended by the Supplier, Item/ equipment including specifications provided by the Supplier and PN own experience/expertise or as per the mutually agreed	

		Firms Reply
	timeline as defined in the contract. b. The Goods/ Equipment shall undergo acceptance trials at end user premises. c. The final acceptance certificate shall be signed by PN Inspection Authority i.e. CINS and end user after successful completion of all acceptance trials. d. Item/ equipment including acceptance shall be based on operational performance through practical verification as per stated specifications of offered system and operational requirement for a test period of 15 days (may be extended if discrepancies are observed). e. Acceptance criteria of the equipments as appended below: (1) Compliance against aforementioned critical parameters/ technical specifications at Para 4 and standards at Para 5 above. (2). Provisioning of all necessary adapters, cables, connectors, other accessories and special tools / safety equipment (if applicable) required for installation, removal, maintenance and operation. (3) Provisioning of following documents: (a) 01 x Copy of IPC in hard binding and in CD (b) 01 x Copy of Maintenance Manual in hard binding and in CD (c) 01 x Copy of Operating Manual in hard binding and in CD (d) Any other relevant publications. f. Detailed acceptance and qualification criteria are to be provided by the supplier and mutually agreed with end user.	
13	**SECRECY** a. Any information about the sale/ purchase/ services/ drawings/ infrastructure etc of the project under the contract shall not be communicated to any person, other than the manufacturer/ provider of the stores/ drawings/ machinery/ equipment/ tools etc or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punished under the Official Secret Act 1923. b. Promotional rights for publication of the projects are the sole responsibility of the Purchaser, and any use by the Supplier shall be subject, in all instances, to the Purchaser's prior written approval.	
14	**INSPECTION OF STORES/ ACCEPTANCE TEST PROCEDURE** a. Certificate of Conformity (CoC) of the manufacturer is required and all stores will be jointly checked in presence of reps of supplier/OEM, CINS, RAZA and end user at the consignee's end at T_0+ 06 months. b. The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, provide the Item/ equipment including Supplies and Services within 06 months of CED. c. The supplier should provide acceptance test procedures (In English) in advance at T_0 + 04 months for study and vetting by PN. The final acceptance procedures will be made by PN, taking into account manufacturing standards/system specifications along with broucher	

		Firms Reply
	and country of origin of the equipment will be provided by the supplier, trials procedures recommended by the supplier and PN experience in operating/maintaining the item. d. Final acceptance certificate will be signed by Reps of RAZA, CINS, and end user and will be issued by CINS/NHQ(Sponsoring Dte) only after successful inspection, tests/trials, training and commissioning of the unit.	
15	**MAINTENANCE FACILITY** OEM/supplier assurance for warranty repair, calibration of test equipment and spare support for long term supportability. The supplier is to provide in country, after sales repair services for this equipment till it remains in service. System faults diagnosing Jig with software and hardware is be provided.	
16	**DISCREPANCY** The Supplier shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short or defective shall be made good by the Supplier, without any additional cost within 30 days.	
17	**COMPENSATION ON BREACH OF CONTRACT** If the Supplier fails to supply the contracted stores/ equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.	
18	**PACKING** Packing of item should be of international quality standards to be worthy of air, sea, rail and road transportation. Additionally, the equipment must be contained in its rugged case/ Pelican equivalent.	
19	**ACCEPTANCE TRIALS** a. The OEM shall provide Factory Acceptance Tests (FATs), Setting to Work (STW), Site Acceptance Trials (SATs) procedures (in English) two 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. Installation, STW, integration and commissioning/ acceptance trails of the supplied systems shall be carried out in Pakistan, in the presence of Purchaser's reps to prove that the equipment supplied is performing as per mutually agreed acceptance criteria. Acceptance certificate shall be provided by PN within 30 days after successful trials.	
20	**PENALTY** a. The Seller before making the shipment will carry out complete test of the item at its facilities to ensure that the same has been manufactured as per specifications. In case the item does not pass the test/ trials, the buyer has the right to out rightly reject the item or impose penalty at the rate of10-15% of the value of the relevant item/item. b. The penalty shall not absolve the Seller to undertake the repairs in Pakistan or onboard at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/guarantee obligations on Form DPL-15.	

		Firms Reply
21	**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.	
22	**COMPLIANCE WITH INTERNATIONAL STANDARDS** The Item/ equipment including shall comply with all relevant ISO standards stipulated in the Contract 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.	
23	**DELAYS AND LIQUIDATED DAMAGES (LDs)** LDs, if imposed shall be recovered at the rate of upto 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&I-35 (Revised 2024), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges (if any) of the stores delivered late.	
24	**INTEGRITY PACT** Both parties agree to incorporate integrity pact made part of contract at the time of contract signing. a. Integrity Pact to be made a part of all contracts. b. If the Supplier or any of his sub-contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Supplier, then the Purchaser shall be entitled to: (1) Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier or any of his sub-contractors, agents or servants. (2) Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business practices of the Supplier or any of his sub-contractors, agents or servants.	
25	**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.	
26	**FORCE MAJEURE** a. The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to an event of Force Majeure such as acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), war (military actions,	

		Firms Reply
	subversive activities or sabotages), riots, civil commotion, strike, lockouts, prohibitive measures of governments (prohibition of trade relations with certain countries as a result of UN sanctions etc) directly affecting the parties and any event or circumstances on which the parties has no control. b. To be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after the contract comes into force and be beyond the control of the Parties. c. Should the force-majeure circumstances occur, the suffering party must notify in writing the other party within 30 (thirty) days from occurrence thereof. The notice should contain information about the nature of the circumstances and, if possible, 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 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 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 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 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. Delay in obtaining the export licenses, permits, and/or third-party certificate may not be counted as Force Majeure.	
27	**TERMINATION OF CONTRACT** If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either: a. To have any part thereof completed and take the delivery thereof at the contract price or. b. To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process	

		Firms Reply
	of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser. c. No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received. d. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.	
28	**SECURE EXCHANGE OF CORRESPONDENCE** All correspondence pertaining to contract between Supplier and PN shall be on secured media.	
29	**INDEMNITY** The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.	
30	**CERTIFICATE OF CONFORMANCE (CoC) by OEM** Firm/ Supplier shall provide correct and valid e-mail and fax No to CINS and DP(N). Supplier/ contracting firm shall either provide OEM Conformance certificate to CINS or is to be e-mailed to CINS under intimation to DP(N). Hard copy of CoC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Supplier/ contracting firm rendering false OEM conformance Certificates will be black listed.OEM Certificate of Conformity (CoC) must have following information a. Description of Store alongwith Quantity b. Part/ Pattern No of Store c. Manufacturer Identification (Name Address and Contact No). d. Date/Period of manufacture e. List of Nos. (Serial, Batch or Lot) as endorsed/ engraved on the stores (as applicable). f. Details of Test Reports (FATs/ OEM Lab Test Report) alongwith dates and tests conducted (as possible). g. Details of third party testing authority (if their services used). h. List of safety/ regulatory standards (as possible). j. Conformance to Standard/ Specifications quoted in the Contract	
31	**CERTIFICATION REQUIREMENT** a. Supplier/ OEM will confirm through OEM certificate at the time of supply/ delivery of the equipment at NSD that equipment being supplied is proven equipment b. Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores. c. Supplier certificate of conformance of 100% contract specification, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.	

		Firms Reply
	d. Supplier is to provide following documentation at the time of inspection (1) Firm's Warranty/ Guarantee on form "DPL-15" for functionality/ serviceability of the item(s). (2) OEM Test Certificate. e. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/ agent /stockiest will not be acceptable.	
32	**TECHNICAL REJECTION** In case of non-compliance to any of the clause of Annex A to IT, offer is subject to technical rejection.	
33	**ORIGIN OF SUPPLY** Supplier/ contracting firm in his" Offer/ Quotation" is to specifically mention country of origin for the stores which will be subsequently endorsed in the "Contract". Origin of the item should be Imported (other than Indian and Israel) with OEM CoC.	
34	**COURT OF JURISDICTION** All disputes arising in connection with this contract shall be sorted out through mutual discussions. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Islamabad shall be the Courts of Jurisdiction for any dispute relating to this contract for adjudication.	
35	**SUBLETTING** The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.	
36	**ARBITRATION** Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below: a. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws. b. The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine. c. The arbitration award shall be firm and final and binding on both the parties to the contract. d. In course of arbitration the contract shall be continuously be executed accept that part which is under arbitration. e. All proceedings under this clause shall be conducted in English language and in writing.	
37	**TECHNICAL ASSISTANCE** After successful demonstration trials by the supplier, complete installation, commissioning, integration, Setting to Work (STW), operator & maintainer	

		Firms Reply
	training and qualification of persons will be the responsibility of the vendor. a. 01 x Week Operator & Maintainer for 04 x personnel be conducted by the supplier. Post training personnel should be able to operate, maintain service .and troubleshoot defects in the unit. The training should also enable PN trainees to carry out fault diagnostic, rectification, trials and commissioning of equipment, routine maintenance and repairs of the unit. Training syllabus/ literature on computer based CDs/DVDs shall be provided by the supplier. b. Supplier shall be asked for warranty repair, calibration of test equipment and spare support for long term supportability. c. Exterior finish be of golden yellow color coat automobile paint primed with epoxy corrosion proofing primer. Paint quality be capable to provide excellent weather resistance, flexibility and strong resistance to environmental/ temperature effects. d. The supplier is to provide in county after sales repair services for this equipment for at least 05 years.	
38	**SPECIAL TOOLS & EQUIPMENT** Supplier is to provide all special tools/jigs/ accessories for testing of different components mentioned in relevant publications.	
39	**INTEGRATED LOGISTICS SUPPORT (ILS)/THROUGH LIFE SUPPORTABILITY PACKAGE** Future supportability for parts and spares, as safeguard against obsolescence/ unscheduled defects for next 10 years is to be ensured by the supplier.	
40	**PRODUCT PRESENTATION/DEMONSTRATION TRIALS** Supplier is to perform product demonstration and trial at Avionics/ AED workshop at PNS MEHRAN.	
41	**SPARE SUPPORTABILITY** Essentially required spares for operation of the equipment are to be provided by the supplier during acquisition as a complete package.	
42	**SCHEDULE/ DELIVERY** Equipment along with requisite accessories and publications is to be delivered and equipment to be Set To Work by the supplier within 06 months after of CED.	
43	**PRICE VARIATION** Prices in the schedule of stores of this contract are firm and final.	
44	**END USER** AED/ PNS MEHRAN	
45	**TSR** Technical scrutiny of quotations forwarded by the bidders will be carried out by a committee comprising 03 or more officers nominated by NHQs.	
46	**BIDDING PROCEDURE** This tender shall be floated on Open Tender Basis using Single Stage Two Envelope Bidding procedure.	

APPENDIX-I TO ANNEX 'B'TO
INDENT No. 2690409
DATED 12 AUG 2026

INTEGRITY PACT

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

Contract No.&Date
Contract Value.
Contract Title.

[the Supplier] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligations or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

[The Supplier] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

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

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

[The Purchaser] [The Supplier]

APPENDIX-II TO ANNEX 'B'TO
INDENT No. 2690409
DATED 16 AUG 2026

UNDERTAKING/NON-DISCLOSURE CERTIFICATE

1. I_____
(Name & Appointment)

On behalf of_____
(Name & Appointment)

_____
(With address and Telephone Number)

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

Sig_____
Status/Appointment_____
Place_____
Date_____

1. Signature of Witness_____
Name (in Block capital)_____
CNIC NO_____
(Please attach Photocopy)
Address_____

Seal & Date

2. Signature of Witness_____
Name (in Block capital)_____
CNIC NO_____
(Please attach Photocopy)
Address_____

Seal & Date

35. **SECRECY**

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.

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 Purchase 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 or the Contractor or its Sub-Contractor(s) and Purchaser or any other unauthorized.

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.

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.

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 regard to this contract to disclose the information classified as Confidential or above to Sub Contractors (OEMs), approval must be sought from the Contractor.

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

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.

The Contractor undertakes that any information about the sale/ purchase of the goods/ stores under this contract shall not be communicated to any person/ organization/ agency, other that the manufacture of the stores/ equipment/ material, or to any press or agency not authorized by the purchase 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.

APPENDIX-I TO ANNEX B
INDENT NO: 2690416
DATED: 21 AUG 26

UNDERTAKING/ NON-DISCLOSURE CERTIFICATE

1. I _____
(Name & Appointment)

On behalf of _____
(Name for Firm/ Contractor)

_____
(With address and Telephone number)

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

Sig _____
Status/ Appointment_____
Place_____
Date_____

1. Signature of Witness_____
Name (in block capital)_____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address_____
_____

2. Signature of Witness_____
Name (in block capital)_____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address_____
_____

APPENDIX-II TO ANNEX B
INDENT NO: 2690416
DATED:21 AUG 26

INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORKS IN CONTRACT

Contract No._____DATE_____
Contract Value (Specify Value in Currency)
Contract Title _____for Pakistan Navy

1. M/s_____hereby declared that it has not obtained or induced the procurement of any contract, right interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entitiy owned or controlled by it (Govt of Pakistan) through any corrupt business practice.

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

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

4. 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 procured as aforesaid shall, without prejudice to any other rights and remedies available to Govt of Pakistan under any law, contract or other instrument, be avoidable at the option of Govt of Pakistan.

5. Notwithstanding any rights and remedies exercised by Govt of Pakistan in this regard, [the Supplier] agrees to indemnify Govt of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Govt of Pakistan 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 obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form, from Govt of Pakistan.

_____ _____

[The Purchaser] [The Supplier]

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, MoDP, Rawalpindi that our firm M/s _____ _____ will apply/ has applied for registration with DGDP, MoDP by submitting all the documents required for 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, MoDP as stated above, our firm shall be liable to disciplinary and legal action by the DGDP/ MoDP or any of the organizations of the MoDP.

3. I also accept that any disciplinary and legal action taken by the MoDP 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 address with telephone/ fax numbers and email address.

Attested by Oath Commissioner with Stamp

DP-3

TENDER NO.....

NAME OF THE FIRM.....
DGDP REGISTRATION NO.....
ADDRESS.....
TELEPHONE NO. .....
OFFICIAL E-MAIL.....
FAX NO .....
MOBILE NO .....

TO:

Directorate of Procurement (Navy)
Through Bahira Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD
Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309
Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

DEAR SIR

DATE_____

1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF PROCUREMENT (NAVY) THE STORES DETAILED IN SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION THEREOF AS YOU MAY SPECIFY IN THE ACCEPTANCE OF TENDER AT THE PRICES OFFERED AGAINST THE SAID SCHEDULE AND FURTHER AGREE THAT THIS OFFER WILL REMAIN VALID UP TO **120 DAYS** AND WILL NOT BE WITHDRAWN OR ALTERED IN TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY STATED THEREIN OR ON BEFORE THIS DATE. I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBED TIME.

2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM NO. DP-35 (REVISED 2024) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS.

3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FORM PART OF THIS TENDER:

A. .....
B. .....
C. .....

YOURS FAITHFULLY,

.....
(SIGNATURE OF TENDERER)
.....
(CAPACITY IN WHICH SIGNING)
ADDRESS:.....
DATE.....
SIGNATURE OF WITNESS.....
ADDRESS.....

*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-

(a) WHETHER SIGNING AS "SOLE PROPRIETOR" OF THE FIRM OR HIS ATTORNEY.
(b) WHETHER SIGNING AS A "REGISTERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.
(c) WHETHER SIGNING FOR THE FIRM "PER PROCURATION".
(d) IN THE CASE OF COMPANIES AND FIRMS REGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO-DATE AND UNDER THE PARTNERSHIP ACT 1932, THE CAPACITY IN WHICH SIGNING E.G., THE DIRECTOR, SECRETARY, MANAGER, PARTNER, ETC. OR THEIR ATTORNEY AND PRODUCE COPY OF DOCUMENT EMPOWERING HIM SO TO SIGN, IF CALLED UPON TO DO SO.
(e) Principal's Proforma invoice (in original)
(f) Earnest money
(g) Treasury Challan Form for tender Fees as applicable

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

IMPORTANT

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

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

_____

_____

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

_____

_____

8. Date of Establishment of Firm: _____
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. (Attach Copy of relevant CERTIFICATE)

10. In case PARTNERSHIP (Attach particulars at serial 1, 2,3,4,5 and 6 of each partner).

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