

Tender Covering Form

Directorate of Procurement (Navy)
Through Bahria Gate

Near SNID Center, Naval Residential Complex, E-8, Islamabad

Contact: Reception 051-9262306, Bahria Gate 0331-5540649, Section

Tender No & Date _____

Tender Description _____

IT Opening Date _____

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

Contact Person Name _____

Contact Number (Landline _____) (Mobile _____)

Documents to be Attached with Quotation

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

Sealed Envelop 1 – Technical Offer in Duplicate

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

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

Sealed Envelop 2 – Earnest Money

This Envelop must contain Earnest Money only.

Sealed Envelop 3 – Commercial Offer

This Envelop must contain following documents:

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

Firm's Declaration

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

Firm's Authorized Signatures _____

DIRECTORATE PROCUREMENT (NAVY)

Tender No.....
 Directorate of Procurement (Navy)
 Through Bahria Gate
 Near SNIDS Centre,
 Naval Residential Complex, E-8,
 Islamabad
 Contact: Reception: 051-9262306
 Bahria Gate: 331-5540649
 Section: 051-9262302
 Email: dpn@paknavy.gov.pk
adpn32@paknavy.gov.pk

M/s _____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) 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 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood
agreed

Understood
not agreed

3. **Conditions Governing Contracts.** The ‘Contract’ made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the ‘Purchaser’ and the ‘Seller’ on Directorate General Defence Purchase (DGDP) contract Form “DP-19” in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood
agreed

Understood
not agreed

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

a. **Commercial Offer.** The offer will be in duplicate and indicate prices quoted in figures as well as in words in the currency mentioned in IT. It should be clearly marked in fact on a separate sealed envelope

Understood
agreed

Understood
not agreed

“Commercial Offer”, tender number and date of opening. Taxes, duties, freight/transportation, insurance charges FATs Local Training, Foreign Training, Installation Commissioning, Services Taxes etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

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

Understood
agreed

Understood
not agreed

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

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

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

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

Understood
agreed

Understood
not agreed

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

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

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

Understood
agreed

Understood
not agreed

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

Directorate of Procurement (Navy)

Through Bahria Gate, Near SNIDS Centre,
Naval Residential Complex, E-8,
Islamabad

Contact: Reception: 051-9262306

Bahria Gate: 331-5540649

Section: 051-9262302

Email: dpn@paknavy.gov.pk

adpn32@paknavy.gov.pk

5. **Date and Time For Receipt of Tender.** Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. **Tenders received after the appointed/ fixed time will NOT be entertained.** The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9262302 well before the opening date / time.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

7. **Validity of Offer.**

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

Understood
agreed

Understood
not agreed

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

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

Understood
agreed

Understood
not agreed

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

13. **Treasury Challan.**

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

Attached

Not
Attached

b. Firms, un-registered / un-indexed with DGDP (Registration Section) are to acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP).

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

Attached

Not
Attached

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

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

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

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

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

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

c. **Return of Earnest Money**

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

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

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

Understood
agreed

Understood
Not agreed

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

Agreement in case of local agent.	Trading House/ Company/ Exporter /Stockiest etc.
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16. **Inspection Authority.** CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPPI-35 and PP & I (Revised 2019) or as per terms of the contract.

Understood
agreed

Understood
not agreed

17. **Condition of Stores.** Brand new stores will be accepted on Firm's Warranty/Guarantee Form DPL-15 enclosed with contract.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.

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

c. Original quotation/Principal/OEM proforma invoice.

d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.

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

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

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax/duty.

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

(iv) Agent commission/profit, if any.

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

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

Understood
agreed

Understood
agreed

a. 1st rejection on Govt. expense

b. 2nd rejection on supplier expense

c. 3rd rejection contract cancellation will be initiated.

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

Understood
agreed

Understood
not agreed

21. **Integrity Pact**. There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:

Understood
agreed

Understood
not agreed

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

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

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

22. **Correspondence**. All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

25. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood
agreed

Understood
not agreed

26. **Price Variation.**

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

Understood
agreed

Understood
not agreed

27. **Force Majeure.**

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

Understood
agreed

Understood
not agreed

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

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

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

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

28. **Arbitration.** Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be

Understood
agreed

Understood
not agreed

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

- a. The dispute shall be referred to Secy (DP) for his discussion.
- b. The venue of arbitration shall be the place as the Purchaser at his discretion may determine.
- c. Decision of Secy (DP) shall be final and binding on both the parties.
- d. In course of arbitration, the contract shall be continuously be executed except that part which is under arbitrating.
- e. All proceedings under this clause shall be conducted in English language and writing.

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

34. **Termination of Contract.**

Understood
agreed

Understood
not agreed

a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than

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

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

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

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

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

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

35. **Rights Reserved.** Directorate of Procurement (Navy), Islamabad reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).

Understood
agreed

Understood
not agreed

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

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

Understood
agreed

Understood
not agreed

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

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

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

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

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

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

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

37. **Acknowledgment.** Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. WWW.PPRA.ORG.PK

Understood
agreed

Understood
not agreed

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

a. Received later than appointed/fixed date and time.

b. Offers are found conditional or incomplete in any respect.

c. There is any deviation from the General /Special/Technical Instructions contained in this tender.

d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.

d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.

e. Treasury challan is NOT attached with the offer.

f. Multiple rates are quoted against one item.

g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.

j. Subject to restriction of export license.

Understood
agreed

Understood
not agreed

- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- l. If the validity of the agency agreement is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.
- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.

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

Understood agreed Understood not agreed

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

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

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

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

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise & Taxation)
- g. Office/Home/Ware House Property documents

- h. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- l. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- s. OEM Certificate
- t. ISO Certificate
- u. Stock List with value
- v. Company Profile/Broachers
- w. Employees List
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

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

Understood
agreed

Understood
not agreed

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

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

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRM'S NAME: M/s _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.
2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).
3. This warranty shall remain valid for **01 Year** after the acceptance of stores by the end user

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



SIGNATURE _____
DATE _____
PLACE _____

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

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

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

Sir,

1. Whereas your good self have entered into Contract No. _____ dated _____ with Messer's _____

(Full Name and Address)

hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs. _____ Rupees/FE (as applicable) _____

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

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

b. To keep this Guarantee in force till _____.

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

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

e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alteation 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)

AFFIDAVIT/UNDERTAKING
(WORTH RS, 100/- ON JUDICIAL 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
debaring, 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

INTEGRITY PACT

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

Contract No.

Contract Value:

Contract Title:

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

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

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

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

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

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

[The Buyer]

[The Supplier]

UNDERTAKING

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

1. I _____
(Name & Appointment)

on behalf of _____
(Name for Firm / Contractor)

(With address and Telephone Number)

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

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

Sig _____
Status/Appointment _____
Place _____
Date _____

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

Seal & Date

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

Seal & Date

INVITATION TO TENDER FORM

1. Schedule to Tender No **DCM/2590092/B-2602/320532** dated _____. This tender will be closed for acceptance at **1030 Hours** and will be opened at **1100 Hours** on **07-04-2026**. Please drop tender in the **Tender Box No 202**.
2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
1.	<p>PROCUREMENT OF 1 X USED / REFFURBISHED FLOATING DOCK ALONWITH DELIVERABLES (NOT MORE THAN 10 YEARS OLD) WITH MINIMUM LIFITING CAPACITY OF 4500 TONS</p> <p><u>TECHNICAL SPECIFICATION:</u> As Per Annex 'A'</p> <p><u>GENRAL REQUIREMENT AND CONDITIONS:</u> As Per Annex 'B'</p>	01 No		

TAXES AND DUTIES

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

A breakdown of the duties and taxes is to be given separately in the schedule of stores. The purchaser shall only re-imburse the value of stores to the firm/supplier through CMA (DP). All applicable duties/taxes shall be paid by MoD centrally to FBR.

Note: All participating firms are required to read DP(N) requirement carefully and provide compliance against IT. No amendment will be made after submission of proposals without provision of documentary evidence.

Terms & Conditions

1. **General Instructions.** Attached as per Annex 'B'
2. **Terms of Payment.** As per Annex 'B' of Schedule of Payment
3. **Origin of Stores.** As Per Annex 'A'
4. **Origin of OEM.** To be indicated by Firm
5. **Technical Scrutiny Report.** Required.
6. **Delivery Period.** **06 Months**
7. Trade Link between firm and OEM.
8. **Currency.** US DOLLAR \$
9. **Basis for acceptance.** **FOB Basis**

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

11. **Tendering procedure** **Single Stage- Two Envelopes** bidding procedure will be followed. PPRA Rule 36 (b) refers.

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

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

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

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

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

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

c. **Return of Earnest Money**

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

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

13. **Special Note.**

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

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

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

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

d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on active Taxpayers List (ATL). No payment will be released by CMA (DP) unless

latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.

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

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

g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached **in separate envelop in sealed condition with the Technical offer**. Photocopy of the same shall also be attached with DP-2 as a testimony. **Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot. Tender Opening Board is authorized to check earnest money.** AUTHORIZATION LETTER IS MANDATORY FORM YOUR PRINCIPAL FIRM AT THE TIME OF PARTICIPATION IN TENDER.

h. **UNDER TAKING ON STAMP PAPER W.R.T ADEQUACY OF SUBMITTED EARNEST MONEY IS ALSO BE ENCLOSED.**

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

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

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

m. **In case of multiple options quoted by firm, offer will be rejected.**

NOTE: IN CASE OF FAILURE TO COMPLY ABOVE INSTRUCTIONS, TERMS AND CONDITIONS, OFFER WILL LIABLE FOR REJECTION.

DETAILED TECHNICAL SPECIFICATIONS

S No.	DESCRIPTION
1.	<p><u>SCOPE OF SUPPLY</u></p> <p>Procurement of 1 x used/ refurbished Floating Dock not more than 10 years old with minimum lifting capacity of 4500 tons (capable to be towed in upto Sea State 3) as per DNV-RU-FD Standards (Rules for classification of Floating Docks/ or a classification society that is member of IACS) alongwith additional equipment/ deliverables.</p>
2.	<p><u>ITEMS TO BE DELIVERED</u></p> <p>a. 1 x used/ refurbished Floating Dock with minimum capacity of 4500 Tons not more than 10 years old as per indented specifications.</p> <p>b. <u>Onboard Machinery/ Equipment/ Spares/ Tools.</u> Following spare equipment is to be provided with the dock:</p> <ol style="list-style-type: none"> (1) 01 x Fire main pump and motor. (2) 01 x Dewatering pump and motor. (3) 01 x Sea chest and Overboard Valve. (4) 01 x year onboard maintenance spares. (5) Major tools like Belt sander, Pillar drill machine, Cross cut saw, Vice, Pipe bender, Workbench, Tool cupboard i.a.w FD repair/ maintenance requirements. (6) Karcher machine with 35 mtr high pressure hose. (7) Scaling and chipping machine. (8) Portable peter pumps. (9) Standard tools kits/ equipment Electrical and Mechanical. <p>c. <u>Additional Machinery.</u> The following additional machinery is to be provided with the dock.</p> <ol style="list-style-type: none"> (1) Jet washing machines- 02 (250 bar). (2) Grit blasting machines - 02 (8-10 bar). (3) Adjustable height keel blocks - 50 (load tested to 150 tons each). (4) Wind/Current monitoring Unit. (5) Analogue aneroid barometer (02) and digital barometer (02) of reputed make to be provided. (6) 04 x Industrial Vacuum cleaners. (7) 02 x 45 tons mobile AC. (Brands: MCQUAY (Copeland compressors), DAIKEN, CARRIER, LG, GREE & M/s COOLPOINT with Copeland, Carrier/ Daiken Compressors.) (8) 02 x 250 bars mobile HPAC. (9) 02 x 480 KW 50/60Hz mobile DG (Brands: Cummins, Caterpillar, FG Wilson, MAN) (10) 20 x welding rectifiers. (11) 01x Self articulating boom lift (M/s Genie).

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(12) Workshop equipment (Lathe Machine, CNC Machine (Brand: SPINNER preferable), Drill Machine, Pipe Bending Machine (upto 180°) etc.

d. Various system components are to be integrated to provide user friendly and reliable system. Dual redundant PLC control system, WinCC Human Machine Interface (HMI) software or equivalent are to run on 2 separate PCs with 40-60" LCD monitors, and Loading Calculator software running on other 2 separate PCs with 40- 60" LCD monitors. All these system components are to be installed locally at the Ballast Control Console (BCC). A 40-60" LCD repeater is required to be provided in the Dock Master cabin.

e. Dock Cover. To be provided between wings' walls to cover pontoon deck fully or partially. Moreover, cover be provided for front and back side of dock between both wing walls. Dock cover may be retractable or telescopic and provide cover against extreme and wet weather.

f. Camouflage. The dock should comply with requirements of camouflage and concealment from satellite using contemporary/ modern techniques.

g. Portable Fire Fighting Appliances. As per classification society requirements.

h. In addition, Sound Power Telephone is to be provided at following locations:

- (1) Ballast control room.
- (2) QM Position.
- (3) Winch Aft (P).
- (4) Winch Fwd (P).
- (5) Winch Aft (S).
- (6) Winch Fwd (S).
- (7) MSB.
- (8) Pump Room (P) & (S).
- (9) DM cabin.
- (10) All Machinery spaces
- (11) MCR.
- (12) Gangway position.

j. Safety of Life. Requirement for SOLAS are to be fulfilled including lifebuoys, life rafts and emergency breathing apparatus for crew of FD.

k. Onboard spares. (for level 1 and 2 maintenance) for one year on FoC basis.

l. Depot spares. (for level 1 to 4 maintenance) for three years on FoC basis.



3. TECHNICAL SPECIFICATIONS

a. Technical specifications of desired Floating Dock are as under:

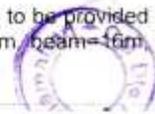
(1)	Length Overall (including extended platforms)	Not more than 165 m
(2)	Length over pontoon deck	Not less than 145 m
(3)	Max Lifting Capacity	Not less than 4500 tons
(4)	Maximum Displacement of Ship to be docked	4500 tons
(5)	Breadth between inner wing walls surfaces, or fixed projections/ walkway for shoring, measured at any point above the keel blocks	Not less than 18.0 m
(6)	Breadth between the outer surfaces of the outer side plating of the wing walls measured at any point over the entire length of dock	Not more than 24.0 m
(7)	Maximum dimensions of ship to be docked	Length = 138 m Beam = 16 m
(8)	Max draft of ship to be docked (considering height of keel block as 1.8m)	5.80m fwd & 7.76m aft (incl appendages)
(9)	Clearance over keel block when docking	0.6 m
(10)	Height of Keel Blocks	Not less than 1.8 m
(11)	Submergence over keel block	Not less than 6.6 m
(12)	Width of Wing Walls	To be adjusted as per lifting capacity requirement mentioned at 3a(3) above
(13)	Submerged draft	12 - 13.5 m
(14)	Light load draft (navigable & towable)	≤ 3.5 m
(15)	Pontoon depth/ height	To be adjusted as per lifting capacity requirement mentioned at 3(a)3 above while conforming to Classification Society rules and to incorporate pits for accommodation of Appendages
(16)	Safety Deck	Required



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4. **ADDITIONAL DETAILS**

- a. **Type of Dock.** A non-self-propelled Floating Dock (capable to be towed in upto Sea State 3) consisting of caisson/ pontoon(s) and two parallel wing walls to be secured alongside jetty or extended naval jetty. Both wing walls and bottom pontoon will contribute towards the longitudinal and transverse strength of the dock.
- b. **Class Notations.** Floating Dock should comply class notation as per DNV-RU-FD Rules and/ or a classification society that is member of IACS.
- c. **Floating Dock's Structure.**
- (1) Design pressures i.e. external (Sea pressures, load on decks etc and load on docking blocks) and internal pressure (liquids) should be in accordance with DNV-RU-FD Rules for Classification of Floating Docks and/ or a classification society that is member of IACS (latest edition).
 - (2) Longitudinal Strength requirement for standard hogging and sagging ship to be docked should be in accordance with DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).
 - (3) Longitudinal Strength of the dock under docking and sea going conditions and associated permissible stresses should be in accordance with DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).
 - (4) Transverse Strength of the dock under docking and sea going conditions and associated permissible stresses should be in accordance with DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).
 - (5) Formulae and requirements for considering plating and stiffeners for dock should comply with DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).
 - (6) Local strength of dock pontoon(s), wing walls, upper deck, bulkheads and anchorage attachments etc. should comply with requirements/ guidelines as per DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).
 - (7) Hull material is to be of shipbuilding Grade A quality steel.
 - (8) All dock machinery and accommodation is to be located/ placed on safety deck.
 - (9) Top deck should be weather tight and should provide control station for all dock operations.
 - (10) Fabrication of 2 x pits over pontoon deck as per ship details to be provided by PN so as to accommodate docking of stated ship (length=138m, beam=16m, displacement=4500 tons).



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- (11) Opening for access, equipment, cables etc. shall be fitted with effective means of closure to prevent sea water from passing into buoyant spaces in the dock wings.
 - (12) Ventilation and access to all areas as per class requirements.
 - (13) 'The platform shall be available for minimum of 80% of the time throughout its designed life of 30 years; therefore all maintenance and refit shall be designed to allow such availability with minimum docking requirement'.
 - (14) Dock should have the following parameters of growth margin:
 - (a) Growth margin of at least 15% in Deep Displacement.
 - (b) 15% Margin in electric power, air-conditioning and space for future installation of equipment/ system.
 - (15) No resonance of FD's structure including wing walls and machinery/ equipment bases at all operations.
 - (16) Connections of HP/ LP air for ships to be docked and for repair/ maintenance activities to be provided as per class requirements.
 - (17) Necessary lifting arrangements for critical underwater valves, pumps and pipes to be provided.
 - (18) Following indicator systems, having requisite type approval are to be installed as per class requirements:
 - (a) Deflection System. The deflection measurement system is to be as per class requirements. The deflection measurement system is to be fitted for measurement of deflection in the longitudinal and transverse directions having sensors fitted on both wings at 05 (min) places for longitudinal deflection and at 03 (min) places for transverse deflections. Two independent deflection monitoring systems including one optical measuring system are to be provided.
 - (b) Tank Level Indication System. The system is to be as per class requirements. The system is to utilize level transmitters, for measuring tank levels.
 - (c) Draft Gauging and Heel Trim Measuring System. The draft gauging system is to be as per class requirements. The draft gauging system is to indicate draft at 06 (min) locations i.e. forward, aft and amidships on both wings.
- d. **Welding and Corrosion Control**
- (1) All welding is to be i.a.w. DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).

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(2) Corrosion control is to be provided by paint coating(s) having service life of not less than 10 years. Corrosion control should be provided for dock either through ICCP or sacrificial anodes. Moreover, sacrificial anodes within tanks should also be arranged (pontoon(s) & wing walls). Life of sacrificial anodes should not be less than 5 years and should be such that their replacement/renewal can be undertaken through divers.

e. **Stability & Freeboard**

(1) The intact stability requirements as per DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition) should be complied.

(2) Initial meta centric height after correcting for free surface effect shall not be less than 1.0 m in any condition of loading as per DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).

(3) Stability manual should cover detail parameters of dock in following loading conditions as mentioned in DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition):

(a) Floating dock fully submerged to the minimum freeboard to the upper deck.

(b) Floating dock with pontoon immersed to just below top of docking blocks with the most unfavorable ship (length=138, beam=16, displacement=4500 tons) supported by the blocks, and restoring water plane for the combination dock/ ship provided only by the side walls of the dock.

(c) Floating dock in final working conditions with typical ships (less displacement) on the blocks including the most unfavorable ships' (displacement near to FD lifting capacity) i.e. length=138, beam=16, displacement=4500 tons).

(4) When all compartments below the safety deck are flooded, but with no load on the docking blocks, the freeboard to the upper deck should not be less than 1.0 m (DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).

(5) In any case the freeboard shall be sufficient to ensure adequate reserve buoyancy to withstand accidental flooding of any compartment above the safety deck.

(6) Freeboard to the pontoon deck should be in accordance with requirements given in DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).

f. **Test/ Trials**

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(1) Tank testing, immersion test and inclining test as per DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition).

(2) The trials of the dock would be conducted in presence of PN team and classification society surveyor to ascertain (DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition):

- (a) The freeboard to upper deck with dock flooded.
- (b) The light displacement and the lifting capacity of the dock corresponding to the minimum freeboard.
- (c) The position of the center of gravity by an inclining test. The inclining test report should be class certified and results shall be included in the operational manual of the dock.
- (d) Any built-in permanent deflection in initial condition.
- (e) Functional performance and correct calibration of deflection meters, by simulating the most severe intended loading condition i.e. ship with displacement of 4500 tons.
- (f) Functional performance and correct calibration of Tank Level Indication System.
- (g) Functional performance and correct calibration of Draft Gauging and Heel/ Trim Measuring System.

g. **Towing Capability.**

(1) Arrangements to be provided enabling the dock to be towed in open sea upto sea state 3 and should be towable from fwd and aft.

(2) Validated towing procedure along with requisite towing condition of dock should be included in operational manual of the dock.

h. **Electric Power and Lighting.** Electrical system of the dock is to comply with class requirements. The following facilities are to be provided:

(1) **Shore Side Utility Power Supply.** Shore side utility power supply system is to comply with class requirements. The system should consist of at least one main feeder and one standby feeder from the dockyard. Capacity of the main feeder is to be sufficient for operation of the dewatering pumps at rated capacities (considering start-up current spikes) plus operation of the fire pump, operation of valves, communication system, alarms, and lighting. In addition, with the main feeder out of service, the capacity and arrangement of the standby feeder is to be such that the dock maintains use of the fire pump, valve operation, lighting, alarms, and communication system. Feeders to the dry dock are to be separated as far as practicable and are preferably to be run to each wing wall. Feeder cables to the dry dock are to be fully insulated and suitable for flexing service.

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They are to enter the dock through watertight heads and up to the distribution center or unit substation they are to run in a steel conduit or are to be protected by cable trays or rigid wire nets.

(2) Shore Side Power Supply for Repairs. Shore side power supply system for repairs in dock is to comply with class requirements. The system should consist of a main feeder from the dockyard. Capacity of the main feeder is to be sufficient for operation of multiple repair related machines (e.g. welding & guoging rectifiers, grinders, jet washing etc) estimated to be 1000 Amps (380V) with 03 connection boxes as per user requirement. It should have sufficient length estimated to be 100m and may be installed on a cable reel for safe stowage.

(3) Shore Power Cables (Utility and Repair). 02 x sets of shore power Cables each for utility and repair activities (4 total) secured on reel on either wing wall, with suitable power rating and of reputed OEM with requisite certification/ standards to meet load / repair requirements of FD shall be provided.

(4) Static converters. Static converter (115 V 60 Hz) for availability of AC supply and suitable rectifier 320 V DC supply for submarine shall be provided.

(5) Diesel Generators. Dock is to be provided with electric power supplied by 02 diesel generators located onboard, wherein capacity of a single generator should be sufficient for operation of the heavy starting loads of dewatering pumps, valve operation, lighting, alarms, communication system, fire pump and cranes (if not provided with own generators). Electric generators are to be designed to provide 100% of electric power generation redundancy. Prime movers for generators are to be from reputable brands i.e. (MTU, MAN, Wartsila, Caterpillar, Cummins and Volvo Penta). Remaining hours/ performance of Diesel Generators should be sufficient to allow docking/ undocking operations without any issues through the complete life cycle of FD whilst the OEM periodic maintenance schedule is followed.

(6) Emergency Generators. Two emergency generators are to be provided with each capable of fulfilling hotel load of the dock. Prime movers for generators are to be from reputable brands i.e. (MTU, MAN, Wartsila, Caterpillar, Cummins and Volvo Penta). Remaining hours/ performance of Emergency Generators should be sufficient to carry load of hotel services onboard FD without any issues through the complete life cycle of FD whilst the OEM periodic maintenance schedule is followed.

(7) Lighting Arrangement. The dock should have water-proof marine grade/ type external lighting arrangements for staircase, upper deck and flood lights for illumination of working area for undertaking repairs and docking operation at night. The interior should be adequately lit with marine grade/ type lights as per space requirement. Emergency lighting in each compartment/ space to be provided.

(8) Navigation Lighting Arrangement. Navigational lights should comply with BRd 453, SOLAS and IMO rules.

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j. **Machinery.** All machinery (including piping), their installation and testing as per DNV-RU-FD Rules for Classification of Floating Docks and/ or member of IACS (latest edition). Following systems have to be catered for inclusion in the construction of Floating Dock:

(1) Dewatering and Flooding Systems. The systems should comply with class requirements with cross flooding arrangement. Under normal operating conditions, the systems should be able for docking/ undocking within 02 hours.

(2) Dewatering and Flooding Control System (Ballast Control System). The Ballast Control System (BCS) is to comply with class requirements to monitor and control the ballasting/ de-ballasting (flooding/ dewatering) operations and ensure stability of dock in all conditions. Ballast Control Room (BCR) i.e. main control station for docking/ undocking is to be sited on top deck. The main requirement of the control system is to maintain the optimum stability of the dock while filling and pumping out the ballast water of the tanks when the ship enters or leaves the dock.

(3) Following critical design features are to be implemented/ incorporated in the de-watering and flooding control system:

- (a) Programmable Logic Controller to eliminate single point failure.
- (b) Secured power supply system including battery backed UPS (having adequate capacity/ time).
- (c) Spring close ballast valves for fail safety.
- (d) Real time monitoring of ballast tanks.
- (e) Draft, trim, list and deflection monitoring.
- (f) Auto-remote valves control.
- (g) Manual-remote valves control.
- (h) Emergency-manual operation of the valves.
- (j) Loading simulation and calculation.
- (k) Windows based Graphical User Interface to monitor and control the system.
- (l) Use of Type Approved modular hardware.
- (m) Redundant critical components including Hot stand-by dual CPU.
- (n) Side Keel blocks hauling system.

(4) The system should comprise of following subsystems:

- (a) Tank level, draft and deflection gauging system. Trim Heel is to be calculated from draft gauging. Additional optical deflection gauging system is to be provided.
- (b) Hydraulic power pack and remote-control system for valve operation.
- (c) Dual redundant Program Logic Controller (PLC) based control.
- (d) User friendly Windows based Graphical User Interface using WinCC Human Machine Interface (HMI) software or equivalent.
- (e) Loading calculator enabling simulation and stability monitoring.

(5) Various system components are to be integrated to provide user friendly

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and reliable system. Dual redundant PLC control system, WinCC Human Machine Interface (HMI) software or equivalent are to run on 2 separate PCs with 40-60" LCD monitors, and Loading Calculator software is to run on other 2 separate PCs with 40- 60" LCD monitors. All these system components are to be installed locally at the Ballast Control Console (BCC). A 40-60" LCD repeater is required to be provided in the Dock Master cabin. Details are also covered in Para 2 of Annex A.

(6) Ballast Control Console (BCC). The BCC console is to be compact and divided into 3 parts, the left and right for WinCC\ Auto load computers or equivalent and PLC modules. The BCC mimic panels at the centre should display the following:

- (a) Digital display of all ballast tanks level gauges.
- (b) Suction, discharge and cross connection valve position indicators.
- (c) Port forward, amidships, aft and Starboard fwd, amidships and aft draft indication gauges.
- (d) Trim and heel indication gauges.
- (e) Ballast tank valves open/ close switch.
- (f) Suction, discharge and cross connection valve switches with 3 positions-Open/ close/ stay.
- (g) All ballast tanks valve open/ close indication.
- (h) 24 V DC/ 220V AC power available, generator/ compressor run indication.
- (j) UPS trouble, emergency shutdown activated alarms.
- (k) Ballast pumps start/ stop push button and run/ stop indications.
- (l) Ballast tank low level alarm, draft alarm, deflection alarm.
- (m) Emergency stop push button, auto/manual select switch, general alarm switch.
- (n) Hydraulic power pack unit auto/ manual select switch, HPU general alarm, HPU pressure low alarm, HPU level low alarm, HPU temperature high alarm.
- (p) HPU 1/2 start/ stop pushbutton, run 1 stop indication.
- (q) Manual-Override switch, emergency reset pushbutton, Alarm reset, alarm acknowledge, alarm lamp test, buzzer etc.

(7) One unit of UPS with external battery is to be installed inside the BCC console. The unit should have 30 min standby time for full load to deliver the power to the system in the event of 220V AC main power supply failure. In addition, the BCR is to have colour CCTV monitors which will show the view as seen at forward amidships, pump room and Aft on both wings on dock. All gauges should be backlit.

(8) Domestic Sea Water System. Sea water will be supplied from ashore. The domestic sea water system is required to supply sea water for following requirements:

- (a) Fire main system throughout the dock.
- (b) Cooling water system for all sea water cooled machinery.
- (c) Supply to WC.
- (d) Foam generating system, if fitted.

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- (e) Arrangements to be made on pontoon deck for supply to docked ships.
- (f) Two seawater pumps with adequate capacity/ flow/ pressure are to be additionally installed onboard dock and connected to ring fireman to cater for shore supply failure. The pumps should be able to supply water to all other facilities also in case of shore supply failure.
- (g) All seawater piping should be of 70/30 Cu-Ni.
- (9) Domestic Fresh Water System & Potable Water System. Freshwater supply will be provided from ashore for docked ships and other requirements. To maintain sufficient pressure fresh water tanks and supply pumps will be provided inside dock. Moreover, central RO plant with filtration systems be provided for converting tap fresh water to drinkable fresh water at galley(s), messes and pantries.
- (10) Ventilation Arrangement. Venting arrangement is to comply with class requirements. The system should prevent formation of condensed moisture and to ensure sufficient ventilation of the rooms on the safety deck, electrically operated fans are to be mounted on the Top deck.
- (11) Air conditioning system. Air conditioning plants of adequate capacity and associated system/ trunking to be provided in the following places:
- (a) Ballast Control Room and Machinery Control Room.
 - (b) All living places and dining halls.
 - (c) All office spaces.
 - (d) Prayers and recreational areas.
 - (e) Switch boards.
 - (f) Any other place as required.
- (12) Winches and Travelling Blocks. The dock is to be fitted with 06 winches (04 main winches and 02 auxiliary winches), of adequate capacity for the purpose of hauling-in and hauling-out of ships during docking/ undocking. Four travelling blocks are to be provided which move on the inner side of wing wall for hauling in/ out ships.
- (13) Dock Cover. To be provided between wings' walls to cover pontoon deck fully or partially. Moreover, cover to be provided for front and back side of dock between both wing walls. Dock cover may be retractable or telescopic and provide cover against extreme and wet weather. Details are also mentioned in Para 2 of Annex A.
- (14) Camouflage. The dock should comply with requirements of camouflage and concealment from satellite using contemporary/ modern techniques. Details also covered in Para 2 of Annex A.
- (15) Retractable Flying Gangway. Retractable flying gangway between wing walls is to be provided to allow hauling in/out of ships.
- (16) Fire Fighting System. The fire protection, detection and extinction system

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should comply with Class requirements (DNV-RU-FD Rules for Classification of Floating Docks/ IACS equivalent). Additionally 01 x diesel driven pump is to be provided for emergency use.

(17) Portable Fire Fighting Appliances. As per classification society requirements. Details are also mentioned in Para 2 of Annex A.

(18) Cranes. At least 02 x luffing tower cranes (Port & Stbd) on top deck with a lifting capacity of min 10 tons (should be able to work as per actual lifting capacities) each to be provided. The performance of crane should be adequate to support docking/ undocking operations throughout the service life of FD without major modification whilst the OEM periodic maintenance schedule is followed. The cranes must be able to cover the entire length of the deck from forward to aft. The span and location of cranes should be such that crane on one wing wall has reach on the other wing wall. Cranes should have own generators or supply available from onboard generators. The equipment are to be automated with safety features and features for precise crane usage to be incorporated. Crane should be able to load/ unload or move the shore supply cables within dock.

(19) Communication System. Communication system should comply with class requirements. The Main Broadcast system should consist of 01 x PA system with 03 x microphones and sufficient no. of speakers to cover the entire dock. Machinery Space Intercom should provide a single channel "2 way" communication system on audio basis at key locations. In addition, Sound Power Telephone is to be provided at following locations: Details also covered in Para 2 of Annex A.

- (a) Ballast control room.
- (b) QM Position.
- (c) Winch Aft (P).
- (d) Winch Fwd (P).
- (e) Winch Aft (S).
- (f) Winch Fwd (S).
- (g) MSB.
- (h) Pump Room (P) & (S).
- (j) DM cabin.
- (k) All Machinery spaces
- (l) MCR.
- (m) Gangway position.

(20) CCTV Cameras and Monitors. CCTV cameras fixed and movable are to be positioned on the outside and inside dock for monitoring security and safety including machinery spaces. The displays and control will be located in Damage Control Centre which should be located in a wing wall.

(21) Water Sprinkler System. Sprinkler system (FW and SW) on wing walls and pontoon deck to assist washing down of steel structures during post docking operations with optimum utilization of fresh water is to be provided.

(22) Sewage Treatment. The sewage from sanitary facilities is to be led to

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Sewage Treatment Plants of around 300 men capacity (including 66 crew). Post treatment, effluents to be discharged overboard.

(23) Safety of Life. Requirement for SOLAS are to be fulfilled including lifebuoys, life rafts and emergency breathing apparatus. Details also covered in Para 2 of Annex A.

k. Accommodation and Offices. The following facilities are to be provided:

(1) Control House. Ballast Control Room for accommodating the BCS is to be made on upper deck. The ballast control house room to be of steel plate construction and stiffened. On the inside, it is to be thermally insulated and covered with BIS/ equivalent panels. Floor is to be covered with approved deck underlay. The wall facing the dock's inside to have continuous glazing. Panes of toughened glass to be installed with clamping rubber frames. Sun blinds to be provided for continuous glazing. In addition to the BCS systems, the BCR to have facilities like air conditioner, furniture and computer.

(2) Conference Room. Provide an enclosed room on safety deck for Dock Master and for meetings. Room to be air conditioned, furnished and has a conference table with seating capacity of 20 personnel.

(3) Store Rooms. Provision to be made for storage rooms, each having enlarged hatchway on upper deck. Store Rooms are to be provided for storing machinery spares, tools, hoses (electric, pneumatic, hydraulic etc) and a small food provision stores near galley may also be provided for managing day to day working/ storing of ration provision. Moreover, appropriately sized cool/ cold room be also provided with storage capacity of crew (66). Separate store room be provided for bulk storage of dry ration i.e. atta, pulses, rice, sugar, biscuits, tea etc. Separate store room be provided for bulk storage of tinned, bottled provisions, condiments and MREs.

(4) Offices. Separate offices for Dock Master and O/IC Dock facing the dock area are to be provided on Top Deck. Dock Master Office should have all controls and facilities require for docking/ undocking monitoring. Provision also to be made for 08 offices spaces for various departments (02 single and 03 double cabins).

(5) Accommodation/ Rest Room. Separate accommodation/ rest rooms for Dock master, O/IC, duty officer, sailors (15 Nos) and civilian personnel (50 Nos) to be provided. The accommodation of officers should have attached bathrooms and WCs.

(6) Sanitary and Ablution Facilities. Sanitary and ablution facilities to be provided for dock (66) and ship's crew including repair teams (200-250). Flushing is to be affected by salt water under pressure. Grey water and blackwater are to be delivered to sewage tank.

(7) Recreation cum Dining Hall and Prayers Area. Separate recreation cum dining hall for Officers (wardroom), CPOs/ Sailors and Civilian personnel of dock (66) to be provided with well-equipped pantry/ galley having electric plates and

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	<p>other electric accessories for cooking. Moreover, a common prayers area should also be provided, preferably adjacent to ablution area.</p> <p>(8) Security Posts. At least four protected sentry posts (i.r.o. Small Arms and machinegun) to be provided on top deck (02 Nos each Port & Stbd side), preferably covered to provide safety against mosquitos and cold winds in winter.</p> <p>(9) First Aid. 04 x first aid points (01 x on each wing wall & near accommodation are to be provided.</p> <p>i. Paint Scheme for Floating Dock. Durable and low maintenance paints having long life sourced as per International Standards is to be applied on the dock. Ten years maintenance free scheme is required to be applied on the underwater hull as per International Standards.</p> <p>m. Seamanship Equipment. All essential seamanship gear in accordance with Classification Society/ IMO Rules including following:</p> <ul style="list-style-type: none">(1) Bollards.(2) Berthing ropes.(3) Securing bits.(4) Staircases and doors.(5) Guard rails.(6) Towing, shackles.(7) Links, thimbles, ropes, deck fittings and tackles.(8) Top deck eyes, sheer legs, swivel and other boatswain's gear suitable for the dock.(9) Anchor with cable & cable locker along with Capstan arrangement. <p>n. Space on Floating Dock. The dock should have indicated space for placement of following major machinery/ plants on wing walls/ pontoon deck required during ship repair/ maintenance:</p> <ul style="list-style-type: none">(1) 2 x Portable AC plants.(2) 2 x Air compressors.(3) 2 x Welding generators.
5.	<p>ACCEPTABLE MAKES</p> <p>Preferable makes include KS&EW, COMPUTE MARITIME, SHANGHAI BESTWAY MARINE ENGINEERING, NAUTICA OFFSHORE, HORIZON SHIP BROKERS, SALATEEN SYNDICATE, CSTC, TIANJIN AEROMARINE or equivalent.</p> <p>COUNTRY OF ORIGIN USA, CHINA, TURKIYE, GULF Countries, UK/ EU Countries, GERMANY, RUSSIA, SOUTH KOREA with OEM CoC and Class Certification.</p>
6.	<p>The FD alongwith onboard installed and delivered machinery equipment/ system should be of recent make/ construction and may not be older than 10 year at the time of delivery.</p>



GENERAL TERMS & CONDITIONS

S. No	DESCRIPTION
1.	<p><u>SCOPE OF SUPPLY/ WORK</u></p> <p>a. The Supplier undertakes to deliver one used/ refurbished Floating Dock (not more than 10 years old) constructed as per class notation of DNV-RU-FD Rules and/ or a classification society that is member of IACS.</p> <p>b. The Supplier shall deliver supplies and services to the Purchaser involving HATs/ SATs of all fitted machinery/ equipment, Technical Assistance, Training, tools/ test equipment, logistic spare support, documents/ drawings/ test procedures/ manuals (operator/ user/ maintenance, workshop manuals), Illustrated Part Catalogue (IPCs), software's, Integrated Logistic Support (ILS) and other deliverables on CIF Karachi basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent.</p> <p>c. The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, deliver the dock including supplies and Services within 4-5 months after Contract Effective Date.</p>
2.	<p><u>PROJECT SCHEDULE</u></p> <p>a. The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any other dates or periods, the Supplier shall strive to compensate such overruns in order to finally meet any subsequent binding dates.</p> <p>b. If by reason of any change order, or of any act or omission on the part of the Purchaser, or any event of force majeure the Supplier shall be delayed in the completion of the Contract then provided that the Supplier shall as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable.</p>
3.	<p><u>TERMS OF PAYMENTS</u></p> <p>a. The BCP shall be paid to the Supplier by the Purchaser through an irrevocable and confirmed Letter of Credit (LC) to be opened by the Purchaser in favour of the Supplier through a scheduled Pakistani Bank nominated by State Bank of Pakistan through CMA(DP). All bank charges relating to opening of LC (including operating and confirmation charges) shall be borne by both Parties in their respective countries. All payments to the Supplier shall be released through LC bank on completion of respective milestones as mentioned:</p> <p>(1) 20% advance payment against ABG.</p> <p>(2) 15% upon successful conduct of tests/ trials (HATs/ SATs) and furnishing of Class Certification document at Supplier's site (Clause 7) & conduct of operator & maintainer training of nominated personnel (Clause 10).</p>

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	<p>(3) 35% payment on completion of following:</p> <p>(a) Delivery at Pakistan alongwith all deliverables mentioned at para 2 of Annex A.</p> <p>(b) Successful Joint Inspection Report without any discrepancy.</p> <p>(c) Provision of all essential drawings/ documents/ training material etc as per para 1 of Annex B.</p> <p>b. 20% payment on successful completion of applicable acceptance trials (HATs/ SATs)/ (including docking/ undocking operations) and final acceptance by the Purchaser at purchaser's site as per mutually agreed ATPs</p> <p>c. 10% payment on completion of warranty period.</p>
4.	<p><u>ADVANCE BANK GUARANTEE (ABG)</u></p> <p>ABG for an amount equivalent to advance payment, not exceeding 20% of BCP (Balance Contract Payment), obtained from a scheduled bank of Pakistan in the favor of CMA(DP), Rawalpindi on a judicial stamp paper shall be furnished by the Supplier. This ABG shall be valid until 60 x days of completion of all contractual obligations as specified in the Contract and thereafter it shall be returned to the Supplier.</p>
5.	<p><u>PERFORMANCE BANK GUARANTEE (PBG)</u></p> <p>a. To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional and irrevocable PBG within 30 days of contract signing from a scheduled Pakistani Bank for an amount equivalent to 10% of the contract value (on a Judicial Stamp Paper of the value of Rs.100.00), in the same currency as that of the Contract and endorsed in the favour of CMA(DP) Rawalpindi. The CMA(DP), Rawalpindi has the like power of seeking encashment of the PBG as if the same has been demanded by the Purchaser himself. This PBG shall remain valid for 60 days beyond the completion of warranty period.</p> <p>b. If the Supplier fails to issue the Bank Guarantee within the specified period because of circumstances that the Supplier is responsible for, the Purchaser reserves the right of cancelling the Contract.</p> <p>c. In the event of any material breach of terms of Contract having implication on Time schedule and Scope of Work beyond the acceptable limits defined in this Contract, the Supplier shall be given a written notification to satisfy the breach within 30 days and if the Supplier fails to take satisfactory remedial actions, Purchaser shall have the right to forfeit the PBG but only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to hinder/restrain encashment of PBG provided to the Purchaser on account of this contract through any Court, extra judicial or any other process including administrative in nature whatsoever.</p>
6.	<p><u>CONTRACT EFFECTIVE DATE (CED)</u></p> <p>CED shall be established and notified by the Purchaser upon completion of following pre-requisites:</p> <p style="text-align: right;"></p>

- a. Contract signing.
- b. After Contract Endorsement by FA (Navy).

7. **ACCEPTANCE CRITERIA**

a. The Supplier shall provide Setting to Work (STW), Harbour Acceptance Trials (HATs) and Sea Acceptance Trials (SATs) procedures (in English) within one month of CED for study and vetting by PURCHASER. The final acceptance procedure may be made by PURCHASER, taking into consideration the trial procedures recommended by the Supplier, system specification provided by the Supplier and PN own experience/ expertise or as per the mutually agreed timeline.

b. The Supplier shall provide a comprehensive delivery schedule and Programme for the inspection, tests and trials of the floating dock within 01 month of contract signing. PURCHASER shall nominate the 9-10 member monitoring team for 9-10 working days to builder's Yard in order to conduct FATs/ trials/ tests on Suppliers' expense.

c. FATs/ HATs/ SATs of the floating dock shall be held after completion of necessary trials, in the condition fully acceptable to PURCHASER. Nominated monitoring team, as mentioned in above, at Supplier's Yard/ premises shall inspect/ witness HATs/ SATs. The Supplier shall chalk out a specific Programme for the same and send it to PURCHASER 01 month before commencement of the trials. The Supplier shall provide furnished office, boarding/ lodging transportation and accommodation (free of cost) at builder's yard and make arrangements for members of the team to witness all trials. FATs certificate of all major machinery/ equipment shall be provided by respective OEMs.

d. Final Acceptance Certificate of the floating dock shall be issued by the PURCHASER after inspection, successful HATs/ SATs at Supplier's site. Conformance/ performance/ calibration certificates etc (where applicable) of reputed Certification Authority shall be provided by Supplier to ensure quality of product. Supplier shall mention such certification in the technical proposal for technical scrutiny/ evaluation.

e. Floating Dock shall be tested for complete range of operations from no load to full loading condition, atleast 2-3 docking/ undocking operations and performance/ functional checks of installed system/ machinery shall be verified by Supplier/ Third-Party Verification (if required) as well.

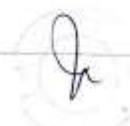
Note: Any observation(s) made by Purchaser acceptance/ trial's committee shall be rectified immediately by the firm at its own expense.

8. **INSPECTION/ ACCEPTANCE OF STORES**

a. The Floating Dock/ equipment shall be supplied/ accepted under warranty on Form DPL-15.

b. The dock/ equipment/ stores after arrival shall be jointly inspected and accepted by team of following officers/ Reps/ acceptance committee:

- (1) Reps of Supplier
- (2) Rep of SMR Dte at NHQs



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- (3) GM ME(Sur)
- (4) GM HE(Sur)
- (5) Manager Docks
- (6) Manager SIM
- (7) Dock Master
- (8) Rep of concerned depot (NSD)
- (9) Rep of CINS

c. Place of Inspection: Karachi

d. Inspection shall be undertaken within 15 days of arrival of floating dock alongwith other deliverables on the basis of specifications, description/ nomenclature, quantity and physical condition etc.

e. Final acceptance certificate will be signed by acceptance committee after successful testing at Karachi to the entire satisfaction of PN.

f. The floating dock alongwith deliverables will not be acceptable in case of the following:

- (1) Specifications as per Annex 'A' are not complied.
- (2) Documents at clause 15 are not provided.
- (3) OEM accuracy Test Certificate/ card for each technical equipment/ system.
- (4) Confirmation of performances and functions is not same as given in the contract and relevant documentation/ manuals.

Note: It may be noted that no waiver/ concession against any shortcomings/ discrepancies w.r.t contracted specifications/ deliverables will be given after final award of contract.

9. **INTEGRATED LOGISTICS SUPPORT (ILS) PACKAGE**

a. ILS package be contracted as part of the main contract. The components of ILS package should include following:

- (1) Configuration Management (CM).
- (2) Maintenance Plan (MP).
- (3) Maintenance Management (MM).
- (4) Support and Test Equipment (STE).
- (5) Supply Plan (SP).
 - (a) Provisioning Technical Documentation (PTD).
 - (b) Coordinated Shipboard Allowance list (COSAL).
 - (c) Coordinated Shore-base Material Allowance List (COSMAL).

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- (d) List of equipment/items in MS Excel as per formats elaborated at Appendices I and II of Annex A to this Chapter for patternization at CICP.
- (6) Shipboard Stocks Management (SSM).
- (7) Operator Manuals/ related Documents.
- b. Technical Document Management (TOM).
- c. Training for Operators/Maintainers/Logisticians.
- d. Computer Aided Management System (CAMS).

10. **TRAINING (OPERATORS/ MAINTAINERS)**

Supplier shall arrange suitable operator/ maintenance training for 10-12 PN personnel for 9-10 working days at OEM site. Boarding, lodging and travelling for the trainees shall be borne by Supplier. The Supplier shall provide complete details and duration of operator/ maintainer training (onboard and Depot level (upto level-III/IV) maintenance) i.r.o all the fitted equipment to the Purchaser within 30 days after contract finalization for vetting by Purchaser. Training should aim to provide following:

Operator Training.

- a. Operating of floating dock to its full capabilities, while ensuring all safety aspects of dock's system/ equipment.
- b. Hands-on and simulator-based training for dock operation and safety protocols.
- c. Actual 2-3 docking operation of Floating dock.
- d. Training of operators to maintain stability of dock during operation.
- e. Any other point considered relevant w.r.t increase efficiency of operators in terms of dock operation/ safety aspects.

Maintenance Training.

- a. Carrying out all types of maintenance routines (up to level-III/IV) corrective maintenance, major overhaul etc.
- b. Training should enable consultation of technical drawings/ manuals and associated training material.
- c. Carrying out fault diagnosis and rectification of the equipment/ system.
- d. Setting to work, trial and commission after routine maintenance and repair.
- e. The Supplier shall provide computer based training CDs/ DVDs alongwith hard

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	copies of training material.
	f. Certification for all trainees upon completion of training.
11.	<u>LOGISTIC AND SPARE SUPPORT</u> In order to provide the efficient and timely logistic support for the platform: a. The Supplier is to guarantee the supply of necessary spares, including their consequent up-gradation (hardware/ software) for at least 25 years for satisfactory operation of all systems/ equipment. A certificate to this effect will be provided by the Supplier at the time of delivery. In case supplier failed to support the systems/ equipment platform at any stage within 25 years, the firm will be liable to a penalty as imposed by PN not exceeding 5% of the total contract value. b. Description of commercial equivalent components with their part numbers and NCAGE is to be provided for all components used in the systems/ equipment. c. Systems/ equipment should be adaptable with future design growth using compatible add-on-modules. d. The supplier is to provide a list of all customized components/ items with source of availability. e. The supplier should agree to provide future updates/modifications on the offered stores/ software. f. Items declared as R x R items by OEM. g. Insurance items. h. Mission critical items (failure of these items can render complete system non ops). j. Onboard spares (for level 1 and 2 maintenance) for one year (Also covered in Para 2 of Annex A). k. Depot spares (for level 1 to 4 maintenance) for three years. (Also covered in Para 2 of Annex A).
12.	<u>OBSOLESCENCE</u> a. In case of equipment becoming obsolete/ obsolescent and the inability of the supplier/ OEM to provide spares support of equipment and repair of components/ subsystem, the supplier undertakes to provide technical drawings and details manufacturing processes to the purchaser without any additional cost, to enable the later to become self-sufficient, should the purchaser choose to do so. b. Notification of PCB's/ Modules likely to be declared obsolete may be intimated 02 x years in Advance by Supplier. c. In case of equipment becoming obsolete the supplier will replace the equipment with

modified/ substitute and shall charge from the purchaser the difference of price of substitute/ modified equipment and the previously supplied equipment (on case to case basis as per mutual agreement).

13. **TOOLS AND TEST EQUIPMENT**

An adequate inventory of general purpose test equipment tools and special to type test equipment tools should be provided by the Supplier to support following:

- a. Installation Set to Work, Post Installation Tests/ Trials and onboard Trials.
- b. Onboard maintenance and calibration of all components of all Systems/ equipment and the associated hardware.
- c. Depot level maintenance and calibration of all assemblies, units and components of the systems/ equipment and the associated hardware.

14. **PACKING, HANDLING, STORAGE AND TRANSPORTATION (PHS&T)**

The document should contain resources, processes, designs, methods and techniques to assure that all systems and equipment's items, including support and training equipment are adequately protected and provided in standard trade packing during movement and storage.

15. **DOCUMENTS AND DETAILS/ REQUIREMENT OF DOCUMENTATION & MANUALS**

a. Documentation shall be developed and provided by OEM alongwith all associated software in order to fully support and maintain all the systems/ equipment up to level 4. The documentation should include operator & maintenance manuals, planned maintenance system/ equipment documentation (both preventive & corrective maintenance), Maintenance Requirements Cards (MRCs), Illustrated Parts Catalogue (IPC) etc. It should also contain detailed description & circuit diagrams of all components, modules, PCBs signal flow diagrams, system/ equipment test points alongwith current/ voltage at these points. The maintenance manuals shall specify all troubleshooting as well as calibration procedures (level 1 to 4) etc.

b. Following categories of documents/ manuals are to be provided by the Supplier prior induction of the platform in PN in PDF searchable format. Contents of all the manual and other related documents including specifications, drawings and other lists should cover all aspects of operations, troubleshooting, schedule maintenance, workshop repair and IPC etc for all types of equipment and systems including COTS.

TECHNICAL MANUALS

Operator Manual: This document should provide detailed operating procedures for the sets and use of the accompanied accessories.

User/ Instruction Manual: Should provide detailed instruction manuals (hard and soft copies) covering operational capabilities, operating procedures, Technical data/ specifications & general description of the equipment system including its all sub-assemblies/ sub systems.

Maintenance Manual (ML 1-2): Should provide technical data/ specifications & general technical description of the equipment system including its all sub-assemblies/ sub-systems.



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Document should provide 1st & 2nd level maintenance routines alongwith detailed procedure to complete maintenance jobs including information contained in Job Information Cards (JICs). The maintenance manuals shall specify all troubleshooting as well as calibration procedures and interfaces etc.

Workshop Manual (ML3-4): This document should include following:

- a. Technical data specifications & general technical description of the system/ equipment, including its all sub-assemblies/ sub system.
- b. The manual shall specify all troubleshooting as well as calibration procedures and interfaces etc upto ML 3-4.
- c. Maintenance routines covering ML 1-4 alongwith detailed procedures to complete maintenance job including information contained in Job Information Cards. Engineering Procedure, Technical Repair Standard i.e. spares/ stores divided into following categories:
 - (1) Mandatory items
 - (2) High probability items i.e. > 50% usage
 - (3) Low probability items i.e. > 25% usage
 - (4) Occasional items i.e. > 5% usage
 - (5) Consumable items
- d. Complete circuit diagrams of all PCBs modules & sub- assemblies of systems/ equipment.
 - (1) Fault diagnostic upto component level.
 - (2) FATs record alongwith base line VA record if applicable
 - (3) Major overhaul detailed procedure.
 - (4) Parts list.
 - (5) Technical data sheet (Reference/datum level data)
 - (6) Component layout of PCBs modules
 - (7) Mylar of all PCBs.
 - (8) List of customized IC's alongwith truth table.
 - (9) List of programmable components alongwith embedded software/ firmware and source code.
 - (10) Details of tolerances and wear limits according to manufacturer's standards.
 - (11) Values alongwith limits of all safeties and detailed procedure of setting/ adjustment.
 - (12) Performance chart.
 - (13) List of standard test equipment.
 - (14) List of special to type test equipment.
 - (15) List of insurance/ contingency items.
 - (16) List of U x E items.
 - (17) List of R x R items.

Illustrated Part Catalogue (IPC): OEM certified parts catalogue of all system/ equipment installed onboard platform. Prices of all items should also be provided.

Installation Manual: Should cover in detail pre-installation checks, detailed installation procedure and post installation checks for Depot Test Systems/ Equipment. Should cover set to work & commissioning procedure alongwith relevant settings and performance data sheet.

Software Manuals: List and provide all application/ back up recovery software along with loading procedure of all systems/ equipment are to be provided.

a. Documents.

- (1) Test Equipment/ Tools.
- (2) Part Identification Lists (PILS).
- (3) Illustrated Parts Catalogues (IPCs).
- (4) Recommended spare part (onboard and depot level)
- (5) Cable layouts for system interfacing.
- (6) Test & Trials sheets alongwith the detailed procedures.
- (7) List of R x R items.
- (8) List and provide all application/ back up recovery software alongwith loading procedure.
- (9) List of Tools Test equipment including special too type test equipment/ tools as per level mentioned in the contract.
- (10) Interface Control Document (ICDs) of system/ equipment.
- (11) Keep alive policy.
- (12) List of all components/parts/assemblies in Excel/PDF searchable format covering under mentioned field:
 - (a) Platform Name.
 - (b) Item Description (In detail).
 - (c) NSN (if Applicable).
 - (d) Part No.
 - (e) Item Serial No.
 - (f) Consumption estimated for next three years.
 - (g) Model/ Make (if Applicable) of parent equipment.
 - (h) Country of Origin.
 - (j) Source of availability
 - (k) Tech/general specifications.
 - (l) Specification (i.e. material sizes, input / output) (where applicable).
 - (m) Recurring/Non recurring requirement.
 - (n) Special Packaging, Handling, Storage (Shelf life) and Transportation (PHS& T) requirement (if any).
 - (p) Type Mechanical/ Electrical/ Electronic/General.
 - (q) Shelf life (if applicable).
 - (r) Repairable/Non repairable Source of availability.
 - (s) Alternate (where available).
 - (t) Known Substitute (where available).
 - (u) Relevant Publication (Catalogue, Tech Manual etc).
 - (v) Parent/Equipment/System.
 - (12.19.1) Equipment.
 - (12.19.2) Model.
 - (12.19.3) Serial No.

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(12.19.4) System.

- (w) Population in parent equipment
- (x) Population on platform.
- (y) APL No/IPC/ PIL.
- (z) Price (basis/known/estimated).
- (aa) Denomination
- (ab) Manufacturer's name, CAGE and address.
- (ac) Category (P - Permanent, Q - Quasi Perm, C - Consumable).
- (ad) MEC/ Part MEC.
- (ae) Lead Time.
- (af) Description if it is Safety Item
- (ag) MTBF
- (ah) Currency (Code).
- (aj) End of Life/ Production.

b. Drawings.

- (1) Installation drawings.
- (2) Circuit diagram.
- (3) Component layout diagrams of PCBs.
- (4) Schematic diagrams for track verifications and physical connections.
- (5) Test fixtures

c. List of Onboard Spares. List of field (Onboard) spares to support level 1 and 2 maintenance for 1 year alongwith consumables of all systems/ equipment fitted on board.

d. List of Depot Spares. List of Depot stores to support level 1-4 maintenance of all systems/ equipment fitted on board for 3 years.

16. **ADDITIONAL INSTRUCTIONS**

Certification Requirement. Supplier shall confirm through certificate at the time of supply/ delivery of the Floating Dock/ deliverables at Karachi that Floating Dock is as per class certification of DNV-RU-FD Standards Rules for classification of Floating Docks/ or a classification society that is member of IACS) etc.

Certificate of Conformance by OEM.

a. Supplier shall either provide SUPPLIER's conformance Certificate to CINS or shall 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 SUPPLIER for verification of conformance certificate issued by the SUPPLIER. Companies/ firms retendering false OEM conformance certificates shall be black listed.

b. SUPPLIER shall provide following documentation at the time of inspection:

- (1) SUPPLIER's Warranty / Guarantee on form "DPL-15" for functionality / serviceability of the item(s).
- (2) OEM's "Certificate of Conformity" indicating following:

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- (a) Description of equipment/ stores alongwith quantity.
 - (b) Part/ Pattern No. of equipment/ stores.
 - (c) Manufacturer identification (Name, Address and Contact No).
 - (d) Date/ period of manufacturing.
 - (e) List of Nos. (Serial, Batch or Lot) as endorsed/ engraved on the stores (as applicable).
 - (f) Details of third party testing authority (if their services used).
 - (g) List of safety/ regulatory standards (as applicable).
 - (h) Conformance to standard/ specifications quoted in the contract.
- c. Import documents comprising "Lading Airway Bill" or Shipping Bill" and "Bill" of Entry.
- d. Quotation supported by original brochure / catalogue will be required.

Calibration Certificate. Calibration certificate for all TMDEs, being supplied against contract traceable to International standards shall be provided with FD/ equipment by the OEM / supplier which shall be valid at the time of delivery.

Accessories. Details of the accessories being offered shall be intimated in the technical offer and prices of these accessories shall be mentioned separately commercial offer.

Provision of Brochure. OEM brochure of the complete FD/ equipment containing all technical details shall be provided with technical offer.

Technical Rejection. In case of non-compliance to any of the clause of Annex 'A' to indent, offer is subject to technical rejection.

Obtaining License. It is responsibility of supplier to obtain license/ permits etc (if any) in the supplier's country. Failure to obtain the same shall not constitute grounds for "Force Majeure".

17. **AGENT COMMISSION**

In case of involvement of foreign firm's local (Pakistani) agent, the commission percentage being paid to the agent must be declared in the offer. This commission shall be paid to local agent in Pakistani currency (rupees) by CMA(DP) as per policy in vogue on satisfactory completion of supplies. Letter of Credit shall be reduced by corresponding dollar value of agent commission at the exchange rate of date of opening of commercial offer. In this regard a certificate shall be signed by OEM/ principal and included as an integral part of contract.

18. **INSURANCE**

a. All Stores shall be insured before dispatch. The Supplier/ Principal is responsible to initiate insurance cover. Insurance shall be paid at actual in Pakistani Rupees by the CMA

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(DP), Rawalpindi to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area ISLAMABAD (Pakistan).

b. The National Insurance Corporation (NIC) under the National Insurance Fund (NIF) shall issue an all risk cover except war and strikes, riots and civil commotion from Principal's warehouse to the consignee warehouse for C & F value of the stores. The risk on account of war, strikes, riots and civil commotion shall be entirely on the account of the purchaser. The supplier/ principal shall finish the following details of consignment immediately at the time of shipment direct to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area, ISLAMABAD.

- (1) Name of Consignee/ Insured
- (2) Contract Number and Date
- (3) Name of the Vessel/ Air Line
- (4) Date of Sailing/ Flight/ Vessel No and Date
- (5) Port/ Air Port of Shipment and destination
- (6) Description of package with markings and Numbers
- (7) Nature of package, whether crate/ bale drum etc.
- (8) Bill of Lading/Air Way Bill

c. The failure of the supplier to carry out the above obligation shall render him liable to make good the loss/ losses if any.

19. **PRICES OF THE ITEMS**

The Supplier shall mention the price of all deliverables in commercial offer:

- a. Complete Floating Dock.
 - b. Mandatory accessories for installation, commissioning & functioning of Floating dock.
 - c. Additional equipment/ system.
 - d. Support & Services.
 - e. Onboard spares (for level 1 and 2 maintenance) for one year.
 - f. Depot spares (for level 1 to 4 maintenance) for three years.
 - g. Necessary software.
 - h. Test Bench/ Tools/ Test Equipment.
 - j. Training charges
 - (1) Operation
 - (2) Maintenance
- 

20.

EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)

a. The Supplier shall be responsible to apply in the correct form and in due time for all applicable permits and export licenses etc. outside Pakistan from the related government(s), for the Goods and Supplies. Upon signature of the Contract but before CED, the Supplier shall apply for any necessary export licenses or other government approvals outside Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where Supplies originate. The Purchaser is responsible for issuing the EUC as per the required format by respective OEMs or governments within 30 (thirty) days on receipt of the request of the Supplier.

b. In case any import/export licenses cannot be obtained from the countries where certain, Supplies or parts thereof shall be procured; in such a case or in case of technical reasons, the requirement/issue shall be brought in the notice of the Purchaser within shortest possible time with alternate options available with the Supplier. The Purchaser shall have the right to accept or propose alternates for the needful. Alternate options shall be finalized after mutual agreement between the Parties to be properly endorsed by means of an Amendment to Contract.

c. The Parties acknowledge that being granted any import license that may be required by applicable law is beyond the reasonable control of the Supplier and as such, the Supplier is not responsible that any such import/export licenses shall be granted by the competent authorities. In such event, the Parties shall promptly confer with one another and with their respective legal counsel to discuss and agree upon a mutually acceptable course of action and solution.

d. After the Export License/ Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (constituting one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, revocation, denial or the like as regards to import/export licenses shall not be deemed to be an event of Force Majeure. If required, provision of End User Certificate or any other documents or information reasonably required to the Supplier in due time is the responsibility of the Purchaser.

21.

SUBLETTING

SUPPLIER is not allowed to sublet wholly or part of the contract to any other firm/ company without prior permission of the Purchaser. Firm found in breach of this clause shall be dealt with as per purchaser's right and discretion.

22.

CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES

a. The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination.

b. The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and Services.

c. All amounts stated to be payable by Purchaser pursuant to this Contract exclude any value added tax (VAT), sales tax, service tax, taxes on turnover or similar taxes. If the supply of Equipment or Services hereunder are chargeable to any value added tax, sales tax,



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service tax, taxes on turnover or similar taxes inside country of destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser.

d. Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Equipment.

e. If Purchaser is required by any law to make any deduction or withholding from any amount payable to Supplier under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier shall receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the amount which it shall have received had no deduction or withholding been required to have been made. Purchaser shall pay any such withholding or deduction to the relevant authority as required by law and shall promptly provide Supplier with an official receipt or certificate in respect of the payment of the withholding or deduction.

23. **WARRANTY/ GUARANTEE**

a. Warranty period of all items except defective/non-operational shall commence from the date of acceptance of Goods/ Equipment, whereas warranty of defective/non-operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment. Supplier shall guarantee that product is as per specs of the contract.

b. The stores and all its associated accessories shall be warranted against DPL-15 by the Supplier for a period of 01 year, and 3000 running hours for generators from the date of final acceptance by PURCHASER. During this period the Supplier shall repair the floating dock, at his cost & expense if found defective due to bad workmanship or due to defective material. The period for which the equipment remains non-operational shall be deducted from the 12 months of the warranty period.

c. Software provided with the systems shall also have warranty for a minimum period of 5 years for any bugs found in operations. The Supplier shall provide/ incorporate all software updates in this period.

d. The Supplier shall provide guarantee that the software supplied are of latest version and all modifications/up gradation have been incorporated in the equipment being supplied.

e. 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.

f. The Supplier shall provide guarantee for through life supportability of the equipment and software for at least 05 years after acceptance of the entire system.

g. The Supplier shall bear the cost and risk of transportation of defective equipment/ items to and from Purchaser's premises.

h. The Supplier shall replace any stores & spares on DDP at Consignee's warehouse

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basis if found defective within warranty period.

j. The Supplier shall repair or replace the defective equipment/ items within 30 days, failing which the Supplier shall give compensation equivalent to 1% of the value of equipment per month to the Purchaser. Moreover, the Supplier shall furnish following guarantee and warranty to the Purchaser:

(1) The Supplier shall provide at least one year warranty from the date of final acceptance of floating dock(s) by Purchaser.

(2) Request the sub-contractor/ OEM to guarantee the availability of spares for at least the first TOH and MOH of Diesel Generators, Cranes, pumps, relevant auxiliary machinery, other critical equipment/ systems etc.

24. **RISK & EXPENSE (R/E)**

a. In the event of failure on the part of supplier to comply with the contractual obligations related to the delivery of all deliverables at para 2 of Annex A/ others (excluding the late delivery), the contract shall be cancelled at the Risk and Expense of the supplier.

b. The purchases shall be entitled to receive back all advance payments made by him and will have the right to re-purchase the stores of similar or equivalent specifications from elsewhere. In such a case, the price difference (if any over and above the net value of this contract) will be paid by the supplier i.e. risk purchase amount.

25. **QUALITY CONTROL AND QUALITY ASSURANCE**

a. The Supplier shall provide certificates with regard to quality of the workmanship and performance of all relevant inspections and tests required according to International Shipbuilding Rules & good ship construction practices.

b. The Supplier shall provide inspection sheets for the construction as well as builder trials/ tests of all the major system/ equipment; in conformance to the Lloyd's Register Rules for Naval Ships or equivalent certification agency's rules/ standards for construction of such ships. Details of certification agencies shall be specified.

c. Responsibility for failure to deliver and/ or late delivery of the FD, quality of platforms (including workmanship standards and aesthetics of interior), their equipment, system, machinery and/ or workmanship in accordance with standards as agreed rests fully with the Supplier.

26. **TECHNICAL ASSISTANCE**

The Supplier shall be responsible for successful Setting-to-Work, commissioning and Tests/ Trials of the FD. The technical assistance by the Supplier during warranty period shall be without any additional cost and on request basis to the satisfaction of during warranty period shall be without any additional cost on request basis to the satisfaction of Purchaser.

27. **SPECIAL INSTRUCTIONS**

a. Supplier shall be responsible for the following:

(1) Provision of Floating dock alongwith associated/ additional equipment/ all

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	<p>deliverables etc.</p> <p>(2) HATs/ SATs/ test trials criteria to be provided for review.</p> <p>(3) Provision of all associated documents related to operation/ maintenance of Floating Dock.</p> <p>(4) Details of training i.r.o operator/ maintainers for review.</p> <p>(5) Compliance to relevant applicable standards i.e. FD certification as per IACS, marine standard etc.</p> <p>b. Supplier shall guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.</p> <p>c. Obtaining of licenses/ permits etc in the OEM's country, shall remain the responsibility of the Supplier. Failure to obtain the same shall not constitute grounds for Force Majeure.</p> <p>d. OEM be ISO/ class or own country's (in case of western EU or equivalent) standards certified. Certificate to this effect of OEM shall be provided by supplier while exact mentioning of ISO classification/ class certified and own country (in case of Western EU) standard, well before time of supply/ delivery of the equipment.</p>
28.	<p><u>ORIGIN OF SUPPLY</u></p> <p>Supplier in his "Offer/ Quotation" shall specifically mention country of origin for the stores where the stores have been actually manufactured. The same shall be subsequently endorsed in the "Contract". Origin of the equipment shall be preferably imported (other than India & Israel) with OEM CoC.</p>
29.	<p><u>PENALTY</u></p> <p>a. The Supplier before making the shipment shall carry out complete test of the Floating Dock/ equipment at Supplier facility in presence of PN team (<i>Clause 10 - training of operators/ maintainers</i>) to ensure that the same is as per specifications. In case the equipment does not pass the test/ trials, the Purchaser has the right to out rightly reject the equipment or impose penalty at the rate of 10-15% of the value of the relevant equipment/ item.</p> <p>b. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or on board 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.</p>
30.	<p><u>PORT & DOCK CHARGES</u></p> <p>All port & dock charges shall be paid at actual (If applicable) by Supply Officer PN Embarkation Headquarters, West Wharf Road Karachi on submission of the bills duly verified by Commanding Officer PN EHQ(N) & PDD in Pak Currency.</p>
31.	<p><u>DISCREPANCY</u></p> <p>The Purchaser/ Consignee shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short or defective shall be made by the Supplier, without any additional cost on "DDP consignee's"</p>

	warehouse within 30 days.
32.	<p><u>SECURE EXCHANGE OF CORRESPONDENCE</u></p> <p>a. All correspondence related to implementation of the contract, inspection, acceptance, and other technical issues is to be generated directly to Consignee and Sponsoring Dte at NHQ Islamabad under information to Purchaser.</p> <p>b. All correspondence related to commercial aspects i.e. LC issues, payment issues, BGs, amendments and other matters are to be directly addressed to Purchaser.</p>
33.	<p><u>COMPENSATION ON BREACH OF CONTRACT</u></p> <p>If the Supplier fails to supply of contracted stores or contract is cancelled either on R/E or without R/E or contract become ineffective due to default of Supplier or stores/ equipment declared defective and caused loss to the Government, Supplier shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government treasury in the currency of contract.</p>
34.	<p><u>LIQUIDATED DAMAGES (LD)</u></p> <p>Liquidated Damages upto 2% (but no less than 1%) per month or a part of month are liable to be imposed on the Suppliers by the purchaser in accordance with DPP&I-35 (Revised 2024), if the stores/ services supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.</p>
35.	<p><u>FORCE MAJEURE</u></p> <p>a. The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of Governments or any other authority competent in relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 30 (thirty) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.</p> <p>b. The Party initiating the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned aspects along with Force Majeure event and of its effects on the delivery of the Supplies or any of its obligations towards this Contract.</p> <p>c. Once the Party initiating the Force Majeure has provided the reasonable proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged to be realistic. In such case the Force Majeure shall be considered to have occurred.</p> <p>d. If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed</p>



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	<p>to the Supplier for completion of his obligations so affected without any increase in Contract Price.</p> <p>e. If Force Majeure is considered present for a continuous period of more than 06 (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide future course of action.</p>
36.	<p><u>APPLICABLE LAW, DISPUTES AND ARBITRATION</u></p> <p>In the event of any dispute, arising in connection with this contract "parties shall move their attempt to settle all disputes through friendly discussion 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 to final and binding as provided below:</p> <p>a. The dispute shall be referred for adjudication to two arbitrators, one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree, a judge of the superior court will be requested to appoint the umpire. The arbitration proceeding shall be held in Pakistan under Pakistani laws.</p> <p>b. The venue of arbitration shall be the place from where the contract is issued or such other place as the purchase at his discretion may determine.</p> <p>c. In the course of arbitration, the contract shall be continuously executed, except the part which is under arbitration.</p> <p>d. All proceeding under this clause shall be conducted in English language and in writing.</p>
37.	<p><u>SECRECY/ NON DISCLOSURE AGREEMENT</u></p> <p>The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the PURCHASER to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. In this regard 'Non-Disclosure Agreement (NDA)' as per format at Appendix-I of Annex B shall be signed by the firm at the time of signing of contract.</p>
38.	<p><u>END USER CERTIFICATE (EUC)</u></p> <p>End User Certificate for OEM/ Supplier to export the system to Pakistan shall be provided by Purchaser within 30 days after signature of contract by both the parties (if required by Supplier).</p>
39.	<p><u>INDEMNITY</u></p> <p>The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always</p>

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	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.
40.	<u>PURCHASER RIGHT</u> The purchaser reserves the right of deletion, addition and cancellation of the contract part or full with or without financial repercussion on either side within 21 days after the signing of contract. Such information shall be passed to the supplier on his legal address by the purchases through fastest possible means i.e. telephone, fax, telegram and email etc. The right of the purchases is based on the grace period of 21 days permitted to the supplier for delivery of stores.
41.	<u>AMENDMENT IN QUANTITY OF STORES/ DELIVERABLES</u> Purchaser has the right to increase/ decrease the quantity of stores/ deliverables after opening of commercial offer, depending upon availability of funds. Purchaser's decision shall not be challenged by the bidder.
42.	<u>AMENDMENT IN THE CONTRACT</u> Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties.
43.	<u>TERMINATION</u> 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 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. b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either: (1) To have any part thereof completed and take the delivery thereof at the contract price or, (2) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser. (3) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received. (4) 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



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	<p>smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.</p>
44.	<p><u>SEVERABILITY</u></p> <p>a. The invalidity or unenforceability of any term or condition of the Contract shall not affect the validity or enforceability of the remaining terms and conditions. These shall remain in full force and effect and the Contract shall thereupon be interpreted and amended in compliance with the pertinent statutory terms and conditions to be mutually discussed between both Parties. Such discussions shall, as far as be possible, ensure the Defence needs/ concerns of the Purchaser and commercial interest and intent of the Supplier in respect of the terms and conditions which are concerned. Provided that if the foregoing invalidity or unenforceability term and condition substantially alter the underlying intent of the Contract or the invalid or unenforceable term or condition comprises an integral part of or is otherwise inseparable from the remainder of the Contract, then the Parties shall without further delay, meet to consult each other and reach agreement thereon.</p> <p>b. Failure by either Party at any time to enforce any of the provisions of the Contract shall not be considered as a waiver by the Party concerned of any such provision or in any way affect the validity of the Contract or any part thereof or any other rights of either Party. Such failure shall only inhibit the rights of the Party concerned to claim costs/expenses incurred or to impose Liquidated Damages (financial or otherwise) for defaults, in respect only of the said non-enforced provisions.</p>
45.	<p><u>OWNERSHIP OF CONTRACT</u></p> <p>In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that:</p> <p>a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract.</p> <p>b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.</p>
46.	<p><u>PRESERVATION OF GOODS IN CASE OF IMPOSITION OF SANCTIONS</u></p> <p>The Purchaser emphasizes that in no condition any embargo on Purchaser's Country should affect the execution of this project. However, in case any sanctions are imposed, the Supplier shall ensure the preservation of Goods, material state/ long term storage in accordance with relevant maintenance manuals at its premises for a period of up to 60 Working Days. The Supplier shall not charge Purchaser for preservation of Goods at its premises during such period and shall not sell/ dispose them without written agreement of the Purchaser. If such sanctions are in effect beyond such 60 Working Days period, then the Purchaser shall take possession of the Goods where then located or such other location as may be mutually acceptable to the Parties, notwithstanding any provision to the contrary herein contained.</p>
47.	<p><u>DESIGN CODES (IF APPLICABLE)</u></p> <p>a. The Supplier shall provide the Goods, Supplies and Services in accordance with internationally recognized codes, standards and recommended best practices. All specified equipment and material shall comply with recognized international codes and standards.</p>

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	<p>b. The Supplier shall inform the Purchaser in writing all the codes, standards and recommended best practices that he intends adopting throughout the design for the written acceptance and written approval of the Purchaser with 3 x hard copies and 1 x soft copy of all the intended & approved codes, standards and recommended practices.</p>
48.	<p><u>NO LICENSE</u></p> <p>All Confidential Information shared under this Agreement shall remain the exclusive property of the Purchaser, and the Supplier shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information to the Supplier.</p>
49.	<p><u>WORKMANSHIP AND MATERIALS</u></p> <p>a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture/ refurbishment work (as applicable) and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognized good practice. The Supplier shall submit for approval of the purchaser, his detailed method statement(s) for the execution of such items of work as may be desired by the Purchaser. Approval of such method statement(s) shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional costs.</p> <p>b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work onboard/ Site which is about to be covered up or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonable delay carry out the examination, measurement or testing.</p>
50.	<p><u>COURT OF JURISDICTION</u></p> <p>All disputes arising in connection with this contract shall be sorted out through mutual discussion. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Islamabad/ Rawalpindi shall be the court of jurisdiction for any dispute relating to this contract for adjudication.</p>
51.	<p><u>SOURCE OF SUPPLY</u></p> <p>a. Supplier in his "Offer/ Quotation" shall clearly state whether equipment shall be supplied directly from relevant OEM or OEM's authorized Dealer/ Agent/ Stockist.</p> <p>b. In case the equipment is being sourced through OEM's Authorized Dealer/ Agent/ Stockiest, a documentary proof to this effect comprising OEM's Dealership Certificate in respect of Dealer/ Agent/ Stockiest shall be provided by the supplier with following endorsement</p> <ul style="list-style-type: none">(1) Certificate reference number with date.(2) Name of the authorized Dealer/ Agent/ Stockiest.(3) Last date/ duration/ period of validity of dealership.
52.	<p><u>TSR</u></p> <p>TSR of the case will be carried out by a committee nominated by NHQs.</p>



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53.	<p><u>END USER</u></p> <p>GM (HE SUR) will be end user of the product.</p>
54.	<p><u>INTEGRITY PACT</u> 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:</p> <ul style="list-style-type: none">a. Recover from the Supplier an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier or any of his sub-contractors, agents or servants.b. Terminate the Contract and recover from the Supplier any loss or damage to the Purchaser as a result of such termination or of any other corrupt business practices of the Supplier or any of his sub-contractors, agents or servants.c. Specimen of integrity pact is placed at Annex C.
55.	<p><u>LIABILITY</u></p> <ul style="list-style-type: none">a. The supplier shall not be liable under any circumstances to the Purchaser, its officers, agent, employees, successors and / or assignees, for any special, consequential and / or incidental damage of whatsoever kind or nature, including, without limitation, any loss, cost, damage loss of revenue or profit or loss of user, incurred or suffered by the Purchaser or any third party arising out of or in connection with this contract.b. The foregoing shall not affect Purchasers right to claim compensation against the supplier for damages suffered by the Purchaser arising directly from the performance, bad performance or non-performance of the suppliers duties and / or obligations under the contract provided however that the aggregate liability of the suppliers in connection with this contract for any cause whatsoever including indemnity and risk purchase, shall not exceed hundred percent (100%) of the total price actually paid to the supplier under this contract.
56.	<p><u>CORRUPT GIFTS COMMISSIONS</u></p> <p>The Supplier shall not:</p> <ul style="list-style-type: none">a. Offer or give or agree to give to any person in the service of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favour or disfavor to any person in relation to this Contract.b. Enter into this or any other Contract with the Purchaser in connection with which commission has been or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made, particulars of any such commission and of any agreement for the payment therein have been disclosed in writing to the Purchaser.
57.	<p><u>PROJECT MANAGEMENT REVIEW (PMR) MEETINGS</u></p> <p>The Supplier's key professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Purchaser's request for meetings at SUPPLIERS site without any additional cost.</p>
60.	<p><u>BIDDING PROCEDURE</u></p>

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	Tender shall be floated on open tender basis using single stage two envelop bidding procedure.		
59.	<u>DISTRIBUTION OF CONTRACT</u> Copies of the contract are to be forwarded to DCM (NHQ), D Budget (NHQ), DSMR (ME) (NHQ), DP(N), HQs COMLOG, CINS, GM (HE SUR), CO NSD, EHQ (N), CMA (DP), FA (N).		
60.	<u>CONSIGNEE</u> <table><tr><td>The Commanding Officer Naval Stores Depot at PN Dockyard KARACHI Email: CCD-I@paknavy.gov.pk</td><td>The Commanding Officer Embarkation Headquarters (Navy) & PDD at NSSD West Wharf Road KARACHI Ph: 48508885 E-mail: ehq@paknavy.gov.pk</td></tr></table>	The Commanding Officer Naval Stores Depot at PN Dockyard KARACHI Email: CCD-I@paknavy.gov.pk	The Commanding Officer Embarkation Headquarters (Navy) & PDD at NSSD West Wharf Road KARACHI Ph: 48508885 E-mail: ehq@paknavy.gov.pk
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TENDER NO.....

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

To:

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

DEAR SIR

DATE _____

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

2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM NO. DP-35 (REVISED 2002) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS.

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

- A.
- B.
- C.

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

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

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

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

IMPORTANT

Each column must be filled in with BLOCK CAPITAL LETTERS, incompleteness 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)