

Tender Covering Form

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

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

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

Tender No & Date _____
Tender Description _____
IT Opening Date _____
Firm Name _____
Postal Address _____
Email Address for Correspondence _____
Contact Person Name _____
Contact Number (Landline _____) (Mobile _____)

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

Sealed Envelope 1 – Technical Offer in Duplicate

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

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

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

Sealed Envelope 3 – Commercial Offer: This Envelope 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)**Directorate of Procurement (Navy)**

Through Bahira Gate
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adpn31pre@paknavy.gov.pk

M/s _____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

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

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3. **Conditions Governing Contracts.** The 'Contract' made as result of 1 (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered 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 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2024) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

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

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

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

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

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

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

d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the Understood
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envelops clearly marked "Technical proposal", "Commercial proposal" in bo
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 sepa Understoc
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covers and each envelope shall be properly sealed bearing of the bidder. Each
cover shall indicate type of offer, number and date of IT and IT opening date.
Thereafter both the envelopes (technical and commercial offer) shall be placed in
one envelope (second cover) duly sealed and signed. This cover should bear the
address of the procurement agency indicating, issuance date of IT and No, with its
opening date. This should be further placed in another cover (third cover),
addressed and indicated in the tender documents, without any indication that there
is a tender within it.

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

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

Directorate of Procurement (Navy)

Through Bahira Gate

Near SNIDS Centre,

Naval Residential Complex E-8

ISLAMABAD

Contact: Reception: 051-9262306

Bahria Gate: 0331-5540649

Section: 051-9262309

Email: dpn@paknavy.gov.pk

adpn31pre@paknavy.gov.pk

5. **Date and Time For Receipt of Tender.** Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. **Tenders received after the appointed/ fixed time will NOT be entertained.** The appointed time will, however, fall on ☐ working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9262306 well before the opening date / time.

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6. **Tender Opening.** Tenders will be opened as mentioned in the schedule to Commercial offers will be opened at later stage if Technical Offer is found acceptable after examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representatives 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.

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7. **Validity of Offer.**

a. The validity period of quotations must be indicated and should invariably be **120 days from the date of opening of Commercial/ Financial Proposal** or 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.

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b. The quoting firm will certify that in case of an additional requirement of 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 rate or discount.

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

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9. **Quoting of Rates.** Only one rate will be quoted for entire quantity, item or case quoted rates are deliberately kept hidden or lumped together to trick.

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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).

10. **Return of IT.** ITs are to be handled as per following guidelines: Understood
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- 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. Understood
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- b. It is a standard practice to invite all firm(s) including those un-registered DGDP who gave their preliminary budgetary/ technical proposals to end indenter. If your firm has been invited to participate in the tender, you must participate in tender. In case of your inability to do so, you must inform DP (N) by a formal letter/email. Understood
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11. **Withdrawal of Offer.** Firms shall not withdraw their commercial offer before signing of the contract and within validity period of their offers. In case it 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
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12. **Provision of Documents in case of Contract.** In case any firm is awarded contract, it will deposit following documents before award of contract: Understood
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- 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 No. Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and submitted to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Group Head 1/845/30). Each offer will be covered by one Challan. Attached ☐ Not
Attached ☐
- b. Firms, un-registered / un-indexed with DGDP (Registration Section) are to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).
14. **EARNEST MONEY/TENDER BOND:-** PLEASE ENSURE EARNEST MONEY IS CONTAINED IN SEPARATE ENVELOP (NOT INSIDE TECHNICAL OR COMMERCIAL OFFER). OFFER IS LIABLE TO BE REJECTED IN CASE EARNEST MONEY IS PACKED INSIDE COMMERCIAL OR TECHNICAL OFFER. YOUR TENDER MUST BE ACCOMPANIED BY A CALL DEPOSIT RECEIPT (CDR) IN FAVOR OF CMA (DP), RAWALPINDI FOR THE FOLLOWING AMOUNTS:- Attached ☐ Not
Attached ☐
- a. **Submitting improper Earnest Money.** Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper / insufficient in violation of IT condition.
- b. **Rates for Contract.** The rate of earnest money and its maximum 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.

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, you will deposit following documents to DGDP (Registration & Earnest Money (EM) , it will deposit following documents to DGDP (Registration & Earnest Money (EM) before the award of contract for provisional registration:-

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

16. Inspection Authority. CINS, Joint Inspection will be carried out by CINS, Joint Inspection will be carried out by Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2024) or as per terms of contract.

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

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

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

b. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax/duty.

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

(iv) Agent commission/profit, if any.

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

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

a. 1st rejection on Govt. expense ☐

b. 2nd rejection on supplier expense ☐

c. 3rd rejection contract cancellation will be processed on RE basis.

20. **Security Deposit/Bank Guarantee .** To ensure timely and correct sup ☐ Understood agreed ☐ Understood not agreed
stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days after signing of contract by both parties and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP (N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

21. **Integrity Pact.** There shall be "zero tolerance" against bribes, ☐ Understood agreed ☐ Understood not agreed
commission and inducement of any kind or their promises thereof by Supplier / any Government official / staff whether to solicit any undue benefit, favour or other ☐ e.
Following provisions must be clearly read & understood for strict compliance:

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

b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACK LISTING 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 (Navy). Correspondence with regard to payment or issue of delivery receipt addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the Purchaser (Navy). Understood agreed ☐ Understood not agreed ☐

23. **Pre-shipment Inspection.** PN may send a team of officers including member for the inspection of major equipment's and machinery items at OEM place as per terms of contract. If not already provided for and mentioned in the I.T, firm should clarify the place, number of persons, duration and whether expenses on such visits should 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 clause (s) modify the existing clauses with the mutual agreement by the supplier and 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 concerned within 60 days after receipt of stores for discrepancies found in consignment. The quantities found short are to be made good by the supplier, free of cost. Understood agreed ☐ Understood not agreed ☐

26. **Force Majeure.**

a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies or any 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.

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

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

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

c. The arbitration award shall be firm and final.

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

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

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

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29. **Liquidated Damages (LD).** Liquidated Damages upto 2% per month liable to be imposed on the suppliers by the purchaser in accordance with DP-31 stores supplied after the expiry of the delivery date without any valid reasons. Total of LD shall not exceed 10% of the contract value.

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

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31. **Compensation Breach of Contract.** If the contractor fails to supply contracted stores or contract is cancelled either on RE or without RE or contract is ineffective due to default of supplier / seller or stores / equipment declared defective, caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting from 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.

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

33. **Termination of Contract.**

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

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

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

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

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

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

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

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35. **Application of Official Secrets Act, 1923.** All the matters connected with the enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

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

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

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

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

- c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
- d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the **technical offer**.
- e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para17
- f. Treasury challan is NOT attached with the technical offer.
- g. Multiple rates are quoted against one item.
- h. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- j. Subject to restriction of export license.
- k. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
- l. If the authorization letter/agency/dealership distribution agreement is not attached or if the validity of the same is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.
- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.

38. **Appeals by Supplier/Firm.** Any aggrieved Supplier/Firm against the decision 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:

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

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

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

41. **For Firms not Registered with DGDP.** Firms not registered with DGDP are not eligible 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 in accordance with paras 12 and 13.

Understood
agreed

Understood
not agreed

Understood
agreed

Understood
not agreed

Understood
agreed

Understood
not agreed

Understood
agreed

Understood
not agreed

Understood
agreed

Understood
not agreed

Understood
agreed

Understood
not agreed

Understood
agreed

Understood
not agreed

14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

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 made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:

Understood
agreed

Understood
not agreed

☐☐

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise & 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.

Understood
agreed

Understood
not agreed

☐☐

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 DDP Karachi Basis (As the case may be in currency in with received).
3. This warranty shall remain valid for **01 Year** for all defects after the acceptance of stores by the end user.

Signature: _____

Date: _____

Place: _____

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

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

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

(in words)

- (vii) Date of expire of Guarantee _____

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

Sir,

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

(Full Name and Address)

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

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

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

b. To keep this Guarantee in force till _____.

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

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

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

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

ANNEX 'C'

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

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

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2690328/R-2609/310154** dated **07-08-2026**. This tender will be closed for Acceptance at **1030** Hours and will be opened at **1100** Hours on. **15-10-2026** Please drop tender in the Tender Box No **201**.
2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
3. you are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE W/O GST	TOTAL PRICE W/O GST
1.	<u>PROVISIONING OF VODIA HARDWARE & SOFTWARE KIT ALONGWITH ANNUAL SUBSCRIPTION</u> <u>Detailed:</u> <u>Technical Specification Special</u> <u>Instructions:</u> As per Annex A. <u>General Requirement/Instructions:</u> As per Annex B.	03		

Terms & Conditions

1. **Terms of Payment.** As per Annex B (Para – 2).
2. **Origin of OEM.** **(Must be filled)**
Imported with OEM CoC (Certificate of Conformance) compatible to preferred makes given in **of Annex A.** (Name & Country of OEM to be clearly mentioned).
3. **Origin of Stores..** **(Must be filled)**
Imported (Actual country (place) of manufacturer to be indicated).
4. **Technical Scrutiny Report.** Required
5. **Delivery Period.** within **06** Months
6. **Currency.** Pak Rupee
7. **Basis for acceptance.** FOR/ DDP Karachi Basis

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

9. **Tendering procedure** Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.

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

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

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

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

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

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

b. **Return of Earnest Money**

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

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

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

11. **Special Note.**

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

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

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

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

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

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

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

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

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

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

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

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

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

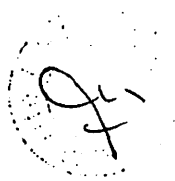
Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the Supplier.

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

ANNEX 'A' TO NHQs
INDENT NO.2690328
DATED: 27 AUG 26

TECHNICAL SPECIFICATIONS - 03 X VODIA HARDWARE & SOFTWARE KIT ALONGWITH ANNUAL SUBSCRIPTION

S. No.	<u>DETAILS TECHNICAL SPECIFICATIONS</u>	<u>Firms Reply</u>
1.	<u>SCOPE OF SUPPLY:</u> Provisioning of Vodia Diagnostic Hardware & Software alongwith Annual Subscription.	
2.	<u>TECHNICAL SPECIFICATIONS</u> Vodia hardware & software kit alongwith a subscription.	
3.	<u>STANDARD ACCESSORIES</u> Following accessories to be provided with equipment: a. 01 x Communication Unit with accessories b. 01 x Cable (Part NO 88890301) c. 01 x Cable (Part NO 88890313) d. 01 x Compatible Laptop (Core i7 or above, 13 th Generation or above with 500 GB SSD or above and 32 GB RAM with dedicated Graphic Card) alongwith accessories e. Annual licensed subscription of Volvo Penta	
4.	<u>ACCEPTABLE MAKES</u> M/s VOLVO PENTA EU, UK, USA or Equivalent.	
5.	<u>ADDITIONAL INSTRUCTION</u> Required equipment/ machinery should be new version, recently manufactured, fresh batch and may not be older than one year time of delivery.	



GENERAL TERMS & CONDITIONS - VODIA HARDWARE & SOFTWARE KIT ALONGWITH ANNUAL SUBSCRIPTION

S. No.	<u>GENERAL REQUIREMENTS, TERMS/ CONDITIONS</u>	<u>Firms Reply</u>
1.	<u>DELIVERY SCHEDULE</u> The equipment/ stores are to be delivered 'FOR Karachi' within 06 months after CED.	
2.	<u>PAYMENT TERMS:</u> a. As per DPP&I-35 (Revised 2024) or as decided by DP(N). b. 60% payment on completion of following: (1) Delivery at FOR/ DDP Karachi alongwith tools/stores. (2) Successful joint Inspection without any discrepancy. (3) Provision of documents. c. 20% payment on successful completion of Installation/ Integration, Commissioning of equipment/ machinery at purchaser site complying all specific acceptance criteria and issuance of EIUC by end user. d. 20% payment on satisfactory conduct of operator, basic maintainer training team and issuance of CRV by Consignee.	
3.	<u>WARRANTY/GUARANTEE</u> a. Supplier is to guarantee that product is as per specs of the contract. b. Complete equipment including accessories are to be warranted by the supplier a period of 01 year, for all defects from the date of final acceptance by PN. c. The supplier is to guarantee that all the items supplied under the terms contract are of the latest version, OEM certified and brand new. Stores, which procured directly from OEM or his authorized Dealer/ Agent/ Stockiest, will be acceptable. d. The supplier is to guarantee that materials used, whether or not manufactured, conform to the international quality standards for such equipment. e. Post delivery, the supplier will replace without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection. f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost in the currency in which received with a reasonable compensation as claimed by PN.	
4.	<u>PERFORMANCE BANK GUARANTEE (PBG)</u> To ensure timely and supply of stores, the firm will furnish an irrevocable and un-conditional Performance	

	Bank Guarantee within 60 days of signing of the contract from a scheduled bank in Pakistan for an amount equal to 10% of the total value of the contract (on a J Stamp Paper) of appropriate value as per prescribed format. Validity of PBG must be kept as 60 days beyond the competition of warranty period.	Firms Reply
5.	<u>LOGISTIC SUPPORT</u> Manufacturer/ OEM/ supplier is to certify that the support for the supplied equipment will be available for at least 8-10 years.	
6.	<u>DOCUMENTATION</u> a. Two sets of following original documents are to be provided by the firm for the process: (1) Operator Manuals and Parts Catalogue. (2) Maintenance Manual containing Maintenance Routines. b. Supplier is to provide following documentation at the time of inspection: (1) Firm's Warranty/ Guarantee on form "DPL-15" for functionality/service of the item(s). (2) OEM's Certificate of Conformity (CoC). (3) OEM Test Certificate. c. Photocopies of documentation will not be accepted.	
7.	<u>ADDITIONAL INSTRUCTIONS</u> a. <u>Certification Requirement</u> (1) Supplier/ OEM will confirm through OEM certificate at the time of delivery of the equipment at NSD that equipment being supplied is genuine equipment. (2) Supplier through certificate is to confirm that he will provide all documents at the time of delivery of stores. (3) Supplier certificate for conformance of 100% indent specification deviation to be clearly indicated in the offer will be provided at the time of delivery of stores. (4) OEM's "Certificate of Conformity" originating from "Principal" neither the OEM nor the OEM's authorized Dealer/ Agent/ Stockist will be acceptable. b. <u>Certificate of Conformance by OEM</u> Firm/ supplier shall provide correct valid e-mail and Fax No. To CINS and DP(N). Supplier/ contracting firm shall provide OEM conformance Certificate to CINS or is to be e-mailed to CINS with intimation to DP(N). Hard copy of COC must follow in any case through courier receipt, CINS shall approach the OEM for verification of conformance certificate by the OEM. Companies/ firms retendering false OEM conformance certificates shall be black listed. OEM's CoC must have following information: (1) Description of store alongwith quantity.	

(2) Part/ Pattern No. of store. (3) Manufacturer identification (Name, Address and Contact No). (4) Date/ period of manufacturing. (5) List of Nos. (Serial, Batch or Lot) as endorsed/ engraved on the s applicable). (6) Details of third party testing authority (if their services used). (7) List of safety/ regulatory standards (as applicable). (8) Conformance to standard/ specifications quoted in the contract. c. <u>Provision of Brochure</u> The OEM brochure/ Operator manual/ Main Manual of the equipment containing all technical details is to be provided supplier alongwith technical offer. d. <u>Technical Rejection</u> In case of non-compliance to any of the c Annex A to IT, offer is subject to technical rejection. e. <u>Packing</u> Packing of equipment should be of international quality st to be worthy of air, sea, rail and road transportation. f. <u>Joint Inspection Committee</u> Reps of CINS, End User, NSD and sup carry out joint inspection of delivered equipments/stores at NSD within 15 receipt of stores by PN. g. <u>Origin of Supply</u> Supplier in his" Offer/ Quotation" is to specifically country of origin for the stores with OEM CoC which will be subsequently ende the "Contract". h. <u>Discontinuation of Production</u> In case of discontinuation of production component part as result of obsolescence or development of upgraded versi seller is to inform the buyer at least one (01) year in advance. The seller will the provision of such components/ parts as demanded by the buyer discontinuation of the production and shall also provide alternate for such compe parts in case the original is not available. j. <u>Quality Standards</u> (1) The equipment and accessories are manufactured and assemb accordance with Western EU standards or equivalent. The Quality sta compliance certificate is to be submitted with the offer. (2) OEM be ISO or own country's (in case of Western EU) standards ce Certificate to this effect of OEM is to be provided by supplier while mentioning of ISO classification and own country (in case of Weste standards, at the time of supply/delivery of the equipment at NSD. k. <u>Discrepancy</u> The consignee will render a discrepancy report concerned within 30 days after receipt of stores for discrepancies found consignment. The quantities found short are to be made good by the supplier, v any additional cost within 30 days. l. <u>Penalty</u> (1) The Seller before making the shipment will carry out complete test	<u>Firms</u> <u>Reply</u>
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	equipment at its facilities to ensure that the same has been manufactured specifications. In case the equipment does not pass the test/trials, the buyer has the right to outright reject the equipment or impose penalty at the rate of the value of the relevant equipment/item. (2) The penalty shall not absolve the Seller to undertake the repair of the equipment in Pakistan or on board at his cost and expense including freight charges. There shall be in addition to the penalties and obligations covered in the contract, the warranty/guarantee obligations on Form DPL-15. m. Liquidated Damages (LD) Delay in the supply of stores for scheduled/ supply order upto 21 days and for subsequent schedule/ supply order upto 15 days will be regarded as grace period available to the supplier and the delivery beyond 15 days will be considered to have been automatically extended upto that limit without the issuance of any formal amendment. For delays beyond 21 days and in case of subsequent schedule/ supply orders for delays beyond 15 days, formal amendment to the DP will be required. For purposes of imposing LD, if and when imposed, the grace period will be inclusive i.e. LD will be calculated from the original delivery date and not from the expiry of the grace period. LD will be recovered at the rate of upto not less than 1% of the value of stores supplied late per month or a part of a month period exceeding the original DP. The Supplier will not be entitled to reimbursement of any additional taxes, excise duty, sales tax, etc. imposed by the Govt which becomes effective during the grace period and extensions in DP. LD imposed will not exceed 10% of the total value excluding taxes/ duties, freight and insurance charges of the stores delivered late.
8.	ACCEPTANCE CRITERIA a. The equipment will not be acceptable in case of the following: (1) Equipment specifications are not as per Annex 'A'. (2) Documentation mentioned at Para 6 of Annex-B not provided. (3) Certification requirement mentioned at Para 7 a to e of Annex 'B' not met. (4) Commissioning is not completed to the satisfaction of end user in accordance with OEM approved/recommended procedures (As mutually agreed). (5) Confirmation of performance and functions is not same as given in contract and relevant documentation/manuals. b. The final acceptance certificate will be signed by PN/ End User within 01 month after successful installation/ commissioning/ trials to the entire satisfaction of PN.
9.	INSTALLATION/ COMMISSIONING/ STW a. Installation/ commissioning/ STW of the system/ equipment are to be arranged within 20 days of supply of equipment by the supplier at installation site (indicated by end user) through OEM or their authorized rep(s). b. Commissioning charges (if any) to be mentioned separately in the commercial offer.
10.	TRAINING a. 05 days on job training operator/ maintainer for 04 number of PN personnel without any additional cost to be arranged by the Supplier/ OEM prior to equipment commissioning at end user site, so that trained personnel are capable of: (1) Operating system and collect data to its full capabilities, while ensuring safety aspects of system/equipment.

	(2) Carrying out all types of maintenance routines including major overh (3) Carrying out fault diagnosis and rectification of the equipment. (4) Setting to work, trial and commission equipment after routine main and repair. (5) The Supplier shall provide computer based training CDs/ DVDs and hard copies of training material. (6) VA data analysis and software operation. (7) Trouble shooting.	Firms Reply
11.	BUY BACK The seller will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Buyer, within 30 days from the final acceptance of the equipment/ system.	
12.	TERMINATION a. If at any time during the currency of the contract Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery) Purchaser 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 the contract of the stores/goods/services which are in the actual process of manufacturing that is complete and ready for delivery within thirty days after receipt by the Supplier of such notice. b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either to have any part thereof completed and take the delivery thereat at the contract price or to cancel the remaining quantity and pay to the Supplier for the cost of the stores or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such event the materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser. c. No payment shall however be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received. d. Should the Supplier fail to deliver goods/services in time as per terms of the 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 partly thereof at the risk and expense (RE) of the Supplier.	
13.	ADDITIONAL PURCHASE Supplier is to agree that in case Purchaser wants to buy additional quantity/ number of stores within next 12 months after the completion of the contract, the Supplier shall provide the equipment at the cost by considering the inflation rate/ appreciation or depreciation rate announced by Government of Sri Lanka. The Supplier may however sell stores at a lower cost.	
14.	CONTRACT EFFECTIVE DATE (CED) CED shall be established and notified to the Purchaser upon completion of following pre-requisites: a. Contract signing by both parties. b. Endorsement of Military Finance i.e. FA(N).	

		Firms Reply
15.	<u>COMPENSATION ON BREACH OF CONTRACT</u> If the Supplier fails to supply contracted stores/ equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or equipment declared defective and causes loss to the Purchaser, Supplier shall be to pay to the Purchaser a compensation for loss or inconvenience resulting for his defect or from the rescission of this contract. When such default/ defect or rescission place such compensation shall be in excess to the RE amount, if imposed by competent authority. Compensation amount in terms of money shall be decided by purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.	
16.	<u>RISK & EXPENSE (R/E)</u> In the event of failure on the part of supplier company with the contractual obligations the contract will be cancelled at the Risk Expense of the supplier in accordance with DPP&I-35 (Revised 2024).	
17.	<u>ARBITRATION</u> a. Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute to final and binding arbitration as provided below: (1) The dispute shall be referred for adjudication to two arbitrators one nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws. (2) The venue of arbitration shall be the place from where the contract is made or such other places as the Purchaser at his discretion may determine. (3) The arbitration award shall be firm and final and binding on both the parties to the contract. (4) In course of arbitration the contract shall be continuously be executed except that part which is under arbitration. (5) All proceedings under this clause shall be conducted in English language and in writing.	
18.	<u>SECRECY</u> The Supplier(s) shall undertake that any information about 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 DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of Supplier. A regard 'Non Disclosure Agreement (NDA)' as per format at Appendix-I is to be signed by the firm at the time of signing of contract.	
19.	<u>INDEMNITY</u> 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 reasonable precautions against 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 to fulfilment of the contract provided always that in the event of any claim in respect	

	alleged breach of Patent, Registered Design or Trade Mark being made as Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier at liberty to settle any dispute or to conduct any litigation that may arise there for own expenses.	Firms Reply
20.	<u>SUBLETTING</u> The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/ party without prior written permission of the Purchaser.	
21.	<u>PRICE VARIATION</u> Prices in the schedule of stores of this contract are final.	
22.	<u>BIDDING PROCEDURE</u> This tender shall be floated on Open Tender basis Single Stage Two Envelope bidding procedure.	
23.	<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.	
24.	<u>FORCE MAJEURE</u> a. The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Act of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War, civil actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties and other events or circumstances on which the Parties have no control. b. In order to be deemed force-majeure, the said events should be of extra-ordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties. c. Should the force-majeure circumstances occur, the suffering Party must notify the other Party of such situation within 30 (thirty) days from occurrence. The said notice should contain information about the nature of the circumstance, the extent of the same, possible, contain an evaluation or estimate of their probable impact upon performance of obligations under the Contract, as well as the time required for such performance. d. Upon termination of the above-mentioned circumstances, the suffering Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is suggested. e. Within reasonable time, the Party exposed to force-majeure should transmit to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation. f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately taking into account the duration of such circumstances and consequences thereof. g. Should the force-majeure circumstances continue for more than consecutive (sixty) days, the Parties shall negotiate and coordinate appropriate measures to be taken in order to perform their respective obligations under the Contract. If the duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on a solution, the Contract shall be terminated.	

	coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the Contracting Party (Seller). h. The Purchaser may not claim LD in relation to delays in delivery, provided such delays have been caused by occurrence of a force-majeure event. j. 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".	Firms Reply															
25.	<u>COURT OF JURISDICTION</u> All disputes arising in connection with this contract shall be sorted out through mutual discussions. Unsettled issues may however be decided under the Laws of Pakistan. The Courts at Islamabad shall be the courts of jurisdiction for any dispute relating to this contract for adjudication.																
26.	<u>SOURCE OF SUPPLY</u> a. Supplier in his "Offer/Quotation" is to clearly state whether equipment is supplied directly from relevant OEM or OEM's authorized Dealer/Agent/Stockist. b. In case the equipment is being sourced through OEM's Authorized Dealer/Agent/Stockist, a documentary proof to this effect comprising OEM's Dealer Certificate in respect of Dealer/Agent/Stockist is to be provided by the supplier with the following endorsements: (1) Certificate reference number with date. (2) Name of the authorized Dealer/Agent/Stockist. (3) Last date/duration/period for validity of dealership.																
27.	<u>INTEGRITY PACT</u> This contract is required to be supported by integrity pact in the format at Appendix-II to Annex B which is to be signed by Supplier and Purchaser at the time of signing of contract.																
28.	<u>TECHNICAL SCRUTINY</u> Technical scrutiny of quotations forwarded by the bidder shall be carried out by a committee nominated by NHQ. In case of non-compliance to the clause of Annex A to IT, offer is subject to technical rejection.																
29.	<u>PRICE OF ALL DELIVERABLES</u> a. The supplier should mention the price of all deliverables (i.e. Equipment, Services, Spares, Documentations, Test Bench/ Tools/ Test Equipment, Training (Factory Acceptance Trials), Installation/ Integration, Test/ Trials/ Commissioning (Harbour Acceptance Trials, Sea Acceptance Trials) etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract documents. b. In his quotation the supplier should separately mention the price as per following format: <table border="1"> <thead> <tr> <th><u>S No</u></th><th><u>Description</u></th><th><u>Price</u></th></tr> </thead> <tbody> <tr> <td>(1)</td><td>Complete equipment</td><td></td></tr> <tr> <td>(2)</td><td>Mandatory accessories</td><td></td></tr> <tr> <td>(3)</td><td>Documentation price as per Para-6 (a to c) of Annex 'B' for contract documents only.</td><td></td></tr> <tr> <td>(4)</td><td>Commissioning</td><td></td></tr> </tbody> </table> c. DP (N) is requested to ensure that commercial offer clearly indicates above	<u>S No</u>	<u>Description</u>	<u>Price</u>	(1)	Complete equipment		(2)	Mandatory accessories		(3)	Documentation price as per Para-6 (a to c) of Annex 'B' for contract documents only.		(4)	Commissioning		
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(4)	Commissioning																

	prices.	<u>Firms Reply</u>
30	<u>END USER</u> a. 01 x NMG (O) b. 01 x NMG (G) c. 01 x ICE & Control Deptt PND	
31	<u>N/A</u>	
32.	<u>CONSIGNEE</u> The Commanding Officer Naval Store Dept at PN Dockyard. KARACHI Ph: 48508500 E-Mail: CCD-I@PAK.NAVY.COM	

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33. SECRECY

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

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

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

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

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

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

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

The Contractor undertakes that any information about the sale/ purchase of the goods/ stores under this contract shall not be communicated to any person/ organization/ agency, other than the manufacture of the stores/ equipment/ material, or to any press or agency not authorized by the purchase to receive it. Any breach on this account will be punishable under **OFFICIAL SECRETS ACT 1923 OF PAKISTAN** and may lead to legal action against the Contractor in addition to termination of the contract at the risk and expense of the Contractor.

DATED 07 AUG 2016

UNDERTAKING/ NON-DISCLOSURE CERTIFICATE

1. I _____
(Name & Appointment)

on behalf of _____
(Name for Firm/ Contractor)

(With address and Telephone number)

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

Sig _____

Status/ Appointment _____

Place _____

Date _____

1. Signature of Witness _____

Name (in block capital) _____

CNIC No _____

(Please attach photocopy)

Address _____

Seal & Date

2. Signature of Witness _____

Name (in block capital) _____

CNIC No _____

(Please attach photocopy)

Address _____

Seal & Date

APPENDIX-II TO ANNEX 'B'
CONTRACT NO.: 2690322
DATED: 07 AUG 26

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

Contract No. _____ DATE _____
Contract Value: _____
Contract Title: _____ for Pakistan
Navy

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 (Govt of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s _____ represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give the anyone within or outside Pakistan either directly or indirectly through any neutral 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, privilege or other obligation or benefit in whatsoever form, from the Govt of Pakistan, except that which has been expressly declared pursuant hereto.

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

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

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

[The Purchaser]

[The Supplier]

AFFIDAVIT/ UNDERTAKING
(For Provisional Registration)

(On Judicial Stamp Paper worth Rs 100)

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

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

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

Station: _____

Signature: _____

Dated: _____

Name: _____

Appoint in Firm: _____

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

Attested by Oath Commissioner with Stamp

TENDER No.....

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

To:

Directorate of Procurement (Navy)

Through Bahira Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD

Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309

Email: dpn@paknavy.gov.pk

Adpn31pre@paknavy.gov.pk

DATE _____

DEAR SIR

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

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

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

- A.
B.
C.

YOURS FAITHFULLY,

.....
(SIGNATURE OF TENDERER)

.....
(CAPACITY IN WHICH SIGNING)

ADDRESS:.....

DATE.....

SIGNATURE OF WITNESS.....

ADDRESS.....

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

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

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

IMPORTANT

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