INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2114113/R-2110/340072</u> dated <u>26 Oct 2021</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>01 Dec 2021</u>. Please drop tender in the Tender Box No <u>204.</u>
- 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.

SCHEDULE OF STORES

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE (RS)	TOTAL PRICE (Rs)
1.	CLASS AND FROUP NO. 0474 PATTN NO. 0474-50-224-2463 SOAP SCRUBBING ALKALINE ROSIN FREE FOR INTENSIFIER & GLANDS OF GUN MOUNTING'S PACKING: 18 KG TIN Guage of Tin 24 to 26 SWG SPECIFICATION: BS 1913 OF 1990 TYPE 'A'.	8000.00 Kgs		
2.	PATTN NO. 0474-50-474-0064 SOAP HARD YELLOW (350 GRAM BAR) PACKING A. 40 BARS (350 GRAM/EACH KEPT IN CARD BOARD CARTON LINED WITH POLYTHENE SHEET MINIMUM THICKNESS OF POLYTHENE SHEET 0.03 MM. B. GRAMMAGE: 800 GSM (APPROXIMATE). C. CATRTON TO BE SEALED WITH AT LEAST 2 IN NUMBER ½ INCH BAILING HOOP (NYLON SRIP). D. 14 KG CORRUGATED CARTONS	100,000 Kgs		

SPECIFICATION: PS 12 OF 1978 TYPE 1. 1. 2. COLOUR UNIFORM AND SHALL NOT BE BROWN. 3. TOTAL FATTY MATTER BY WEIGHT (MIN) 60%. ROSIN ACID BY WEIGHT (MAX) 15 %. 4. FREE CAUSTIC ALKALIES BY WEIGHT 5. (MAX) 0.1%. 3. PATTERN NO. 0474-50-474-0067 TEEPOL LIQUID HAVING DETERGENT/GERMICIDE PROPERTIES 20,000 SURFACE ACTIVE AGENT SHOULD BE KG NONIONIC AND AS PER DEFSTAN 79-8/1 OF 1972 ANNEX SERIAL 4.5 **PACKING** 25 KG PLASTIC CARBOUYS SPECIFICATION: DEFSTAN 79-8/1 OF 1972.

NOTE:

- 1. The stores must be of brand new manufacture.
- The OEM will supply MSDs material safety and technical data sheet at the time of inspection and with each delivery.
- 3. Date of manufacturing & expiry to be clearly marked on each packing.
- 4. Contract No and date to be marked on each packing.
- 5. Item to be delivered with 85% remaining shelf life.
- 6. Stores required on supply order basis against consignee's requirement.
- 7. SOB for 02 year with extendable/provision for the period of 01 year upon mutual consent.

NOTE:

- 1. 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) at E-mail address cins@paknavy.gov.pk, inpsectorate1@paknavy.gov.pk. Hardcopy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates will be black listed.
- 2. Inspection to be carried out by CINS.
- 3. Marking on the package as per specs NS/MISC/002/80 must be legible. Packing of fragile stores to be marked with appropriate international symbol.
- 4. Firm will submit a affidavit that the original earnest money is attached with commercial offer in separate envelope and copy of the same is attached with technical offer.
- 5. Firm will comply / confirm all IT clauses on its technical offer and original technical offer on

	firm's letter head pad along wirequired in DUPLICATE .	th DP-1, DP-2 & DP-3 duly signed and stamped on each page are	
	Above mentioned pri (Please tick Yes or No)	ce includes 17% Sale Tax	
	Yes	No	
-	Grand Total		

Terms & Conditions

1. Special Instructions. N/A

2. <u>Terms of Payment.</u> 100% on Delivery of stores against each supply

order and issuance of CRV. Part payment and part

supply is allowed.

3. <u>Origin of Stores.</u> Indigenous

(To be indicated in Technical Offer)

4. **Origin of OEM.** Local

(To be indicated in Technical Offer)

5. <u>Technical Scrutiny Report.</u> Required.

6. **Delivery Period.** SOB for the period of 02 years and further

extendable for 01 year.

7. <u>Currency.</u> Pak Rupees

8. **Basis for acceptance.** FOR

9. **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. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days or less as per original offer) i.a.w PPRA

Rule-26.

10. Place of Inspection. Inspection will be carried out by CINS

at firm's premises.

11. <u>Tendering procedure</u> Single stage - Two Envelop bidding procedure will

be followed as per PPRA Rule 36 (b).

12. Earnest Money/

Bid Security: Your tender must be accompanied by a Call

Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi in separate envelope and outside attached with technical offer. The rate of earnest money and its maximum ceil for different categories of firms would be as

under:-

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

(a) 2% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

(b) 3% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.

<u>UN-REGISTERED / NOT PRE-QUALIFIED /</u> UNINDEXED FIRMS.

(c) 5% of the quoted value subject to maximum ceiling of Rs. 0.4 Million.

13. Return of Earnest Money:

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

14. Special Note.

- a. All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).
- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.
- c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo. Acceptance of firm's offer, firms not registered with DGDP is subject to security clearance. All firms who do not provide requisite documentary or security wise not cleared by DGDP (FS Team) will be rejected.
- d. 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.
- e. Company registration certificates are to be attached with offer.
- f. Requisite amount of earnest money (in shape of Bank Draft 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.

- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer in duplicate.
- h. 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.
- j. Only registered supplier on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- k. 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 Taxpayer list is submitted alongwith payment documents.

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

*Individual signing tender and/or other documents connected with a contract must specify:-

- (a) Whether signing as "Sole Proprietor" of the firm or his attorney.
- (b) Whether signing as a "Registered Active Partner" of the firm or his attorney.
- (c) Whether signing for the firm "per procuration".
- (d) In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal's proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable Tender Covering Form

SPECIAL INSTRUCTIONS

SOURCE OF SUPPLY

- 1. Genuine OEM Certified Brand New Stores will only be acceptable. Stores not procured directly from OEM or his Authorized Dealer/Agent/Stockist will not be acceptable.
- 2. Supplying firm in its "Offer/Quotation" is to clearly state whether stores will be supplied directly from relevant OEM or OEM's Authorized Dealer/Agent/Stockist.
- 3. In case the stores are being sourced through OEM's Authorized Dealer/Agent/Stockist a documentary proof to this effect comprising OEM's Dealership Certificate in respect of Dealer/Agent/ Stockist is to be provided by the supplying firm with following endorsements.
 - a. Certificate reference number with date
 - b. Name of the authorized dealer/agent/stockist
 - c. Last date/duration/period for validity of dealership
- 4. Supplying firm in its "Offer/Quotation" is to provide OEM's contact (address, e-mail address, phone, fax and website etc)

ORIGIN OF SUPPLY

5. Supplying firm in its "Offer/Quotation" is to specifically mention country of origin for the stores, which will be subsequently endorsed in the "Contract".

UPDATES & CURRENT INFORMATION

6. In case, NSN, Part Number or Quality Standard of the indented item has been superseded by a new one before/after conclusion of contract, the supplying firm is to provide all such relevant information alongwith a documentary proof to this effect originating from the concerned OEM. If replaced part effects fittings and functioning of other associated parts as well, then details of those parts are also to be provided.

DOCUMENTATION REQUIRED

- 7. Supplying is to provide following documentation at the time of inspection:
 - a. Firm's Warranty/Guarantee on form "DPL-15".
 - b. OEM's "Certificate of Conformity" indicating following.
 - (1) Pattern/Part Numbers of stores
 - (2) Description of stores along with quantity
 - (3) List of Serial Numbers or Batch Numbers or Lot Numbers as embossed/ engraved on the stores, as applicable.
 - (4) Date/Period of Manufacture
 - (5) Conformance to standards/specifications quoted in the IT

- c. OEM Lab Test Certificate/FATs report.
- d. Import documents comprising "Lading/Airway Bill" or "Shipping Bill" and "Bill of Entry" duty endorsed with the name of Supplying Firm if the item is sourced from abroad by local supplier/authorized dealer of OEM.
- 8. Firm/Supplier shall provide correct and valid email and fax No. to CINS and DP(N). Supplier/contracting firm shall either provide OEM/conformance certificate to CINS or is to be emailed to CINS under intimation to DP(N). Hard copy to COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates shall be black listed. "OEM's certificate" of conformity "originating from principal" who is neither the OEM not the OEM's authorized dealer/agent/stockiest will not be acceptable.

<u>INSPECTION</u>

9. Inspection Authority for all types of stores will be "CINS". However, in cases, where testing/verification of supplied stores is not possible, joint inspection will be carried out by reps of CINS, consignee and end/specialist user.

Directorate of Procurement (Navy) Through Bahria Gate

Near SNID Center, Naval Residential Complex, E-8, Islamabad Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section

Tender N	No & Date						
Tender [Description						
IT Opening Date							
Firm Name							
Postal A	ddress						
	Idress for Correspondence						
	Person Name						
Contact		Mobil					
	ents to be Attached with Quotation	IVIODIII	-	/			
	submit its proposal in a sealed envelope which	chall	contain 02 v So	alad			
	s as per details given below:	Silali	Contain 03 x 3e	aleu			
Envelops	s as per details given below.						
Sealed	Envelop 1 – Technical Offer in Duplicate						
	velope must contain 02 x sets of Technical Offer	(01 x	Original + 01 x	Copy), Each			
	st contain following documents as per this order	•	•				
	nst each to ensure that these documents have be		• •				
S No	Document		Original Set	Copy Set			
1.	Bank Challan		Original Oct	Оору ост			
2.	Principal Authorization Letter (where applicable	2)					
3.	Principal Invoice (Muted – without Price) (where						
0.	applicable)						
4.	DP -1 Form of IT (with compliance remarks)						
5.	DP - 2 Form of IT with compliance remarks aga	ainst					
	each clause of the Annex A)						
6.	Technical Offer / Specs						
7.	Annex A of IT (with compliance remarks)						
8.	Annex B & C of IT (with compliance remarks)						
9.	DP-3 form of IT (dully filled & signed)						
10.	DGDP Registration Letter (If firm is registered v	vith					
4.4	DGDP)						
11.	Tax Filling Proof						
Sealed	Envelop 2 – Earnest Money This Envelop must contain Earnest Money only						
Soolod		•					
Sealed	Envelop 3 – Commercial Offer This Envelop must contain following documents	2.					
1.	Firm's Commercial Offer		Original				
2.	Principal Invoice (where applicable)		Original 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 of Procurement (Navy) Through Bahria Gate

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

Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section

Email: dpn@paknavy.gov.pk

TENDER SUMMARY

Tender No & Date:

Tender Des Technical C Commercia	Pening Date:		
Technical (Opening Details		
S No	Name of the Supplier	OEM	Quoted Model

	<u>DP-3</u>
Tender No	Name of the Firm
	DGDP Registration No
	Mailing Address
	Date
	Telephone No
	Official E-Mail
	Fax No
	Mobile No of contact person
То:	Mobile 146 of contact percon
Directorate of Procurement (Na	2144)
through Bahria Gate Near SNID	
Centre, CDA Market	5
at Naval Residential Complex	
Sector E-8, Islamabad	
Tele : 051-9262310	
Email: dpn@paknavy.gov.pk	
Dear Sir	
schedule to the tender inquiry or such of tender at the prices offered agains remain valid up to 120 days and will and the conditions already stated the communication of acceptance to be do 2. I/We have understood the Instruction of Pakistan, Ministry of Defence Conditions Governing Contracts" and and/ or patterns quoted in the schedule.	ctions to Tenders and General Conditions Governing d 2002) included in the pamphlet entitled, Government (Directorate General Defence Purchase) "General have thoroughly examined the specifications/drawings ule hereto and am/are fully aware of the nature of the is to supply stores strictly in accordance with the
5. The following pages have been ad	ided to and form part of this tender.
3	
a	
b	
C	
	Yours faithfully,
	(O' (T 1)
	(Signature of Tenderer)
	(Capacity in which signing)
	(Capacity in which signing)
	Address:
	Date
	Signature of Witness

Address.....

DIRECTORATE PROCUREMENT (NAVY)

	Tender No		
M/s			
Date			
INVITATION TO TENDER AND GENERAL IN	STRUCTIONS		
Dear Sir / Madam,			
DP (Navy) invites you to tender for services as per details given in attached Sched			
2. <u>Caution</u> : This tender and subseque the successful bidder is governed by the rules Rules-2004 and DPP&I-35 (Revised 2017) co of contracts laid down by MoDP / DGDP. As upon you and your firm to first acquaint (www.ppra.org.pk) and DPP&I-35 (Revised 20 from DGDP Registration Cell on Phone No. 05 the tender. If your firm / company possesses reapability, you must be registered or willing to award of contract, which shall be made after serequired registration documents mentioned in F	/ conditions as laid down in PPRA overing general terms & conditions a potential bidder, it is incumbent yourself with PPRA Rules 2004 017) (print copy may be obtained 51-9270967 before participating in requisite technical as well financial or register with DGDP to qualify for security clearance and provision of		
3. Conditions Governing Contracts. The I/T (Invitation to Tender) i.a.w PPRA Rules entered into between the parties i.e. the Directorate General Defence Purchase (Defence accordance with the law of contract Act, 1872 Purchase Procedure & Instructions and DP-35 conditions that may be added to given contract Services specified herein.	2004 shall mean the agreement 'Purchaser' and the 'Seller' on GDP) contract Form "DP-19" in 2 and those contained in Defence (Revised 2017) and other special	Understood agreed	Understood not agreed

	ry of Tender. The fers are to be furnish		nents covering	technical and		
quoted should "Comm freight/ separa clearly DP(N)	Commercial Offer. in figures as well a be clearly marke nercial Offer", tender transportation, insu- tely. Total price of mentioned. In case reserves the right to	as in words in the doctrian fact on a remark on a remark of the interest of more than control of accept lowest	ne currency me a separate so ate of opening etc are to ad against the one option offe technically ac	entioned in IT. It ealed envelope. Taxes, duties, be indicated tender is to be red by the firm, cepted option if	Understood agreed	Understood not agreed
specific literatu envelo numbe hour af	Technical Offer: (We cations in DUPLICA) re/brochure, drawing pe and clearly marker and date of opening ter the date and time confirm/comply with	TE (or as specifies and compliance of the compliance of the compliant of the complex of the comp	fied in IT) alon ce metrics in a ffer" without pri er shall be oper ender mentioned	g with essential separate sealed ces, with tender ned first; half an d in DP-2. Firms	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	availability enclosed from brod Literature, c	_	
	d: C = Fully Comply, nust clearly identify where					
please tender due to highligh	Special Instruction be read point by po conditions should be non-acceptance onted alongwith your be rejected.	int and understo e responded cle f tender condit	ood properly be early. In case of ions(s), the sa	fore quoting. All of any deviation ame should be	Understood agreed	Understood not agreed
copy of in the I propos called	Firms shall submit the commercial offer and Envelops clean al in bold. The complete and the technical are to be enclosed in	nd two copies o arly marked "Teo mercial offer will I offer will not in	of the technica chnical proposa include rates of dicate the rates	I offer as asked al", "Commercial of items/services s. Both types of	Understood agreed	Understood not agreed

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	Understood agreed	Understo
ŗ	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.		
f	f. The tender duly sealed will be addressed to the following:-		
	Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad		
the dat	Date and Time For Receipt of Tender. Tender must reach this office by the and time specified in the Schedule to Tender (Form DP-2) attached. In interest in the specified in the Schedule to Tender (Form DP-2) attached. In the specified in the Schedule to Tender (Form DP-2) attached.	Understood agreed	Understood not agreed
receive time wil legitima opening courier	In case your firm has sent tender documents by registered post or service, you may confirm their receipt at DP (Navy) on Phone No 67412 well before the discovering date / time.		
tender. accepta for ope register Tenders	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 able on examination by technical authorities of Service HQ. Date and time ening of Commercial offer shall be intimated later. Only legitimate / red representative of firm will be allowed to attend tender opening. It is received after date & time specified in DP-2 would be rejected without on and returned un-opened i.a.w Rule 28 of PPRA-2004.	Understood agreed	Understood not agreed
7. <u>\</u>	Validity of Offer.		
i	a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer. Firm undertakes to extend validity of offer if required by equal number of	Understood agreed	Understood not agreed
	original bid period (i.e. 120 days or less as per original offer) i.a.w PPRA Rule-26.		
r	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	Understood agreed	Understood not agreed
			1 1

at the ongoing contract rates with discount. Firm may quote for the whole or any portion, or to state in Part Bid. Understood Understood agreed not agreed the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of

accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.						
9. Quoting of wise. In case quo trick other competi right to reject such Security and take components will be Rule-30(2).	Understood agreed	Understood not agreed				
10. Return of I/	T. ITs are to be handled as per following guidelines:					
the reason	of NOT quoting. In case of failure to return the ITs either	Understood agreed	Understood not agreed			
the interest	ot quoted consequently on three occasions, this Directorate, in of economy, will consider the exclusion of your firm's name ure distribution list of invitation to tender.					
administrativ	egistered firm(s), case will be referred to DGDP for necessary ve action if firms registered / indexed for tendered items/stores e / participate.	Understood agreed	Understood not agreed			
do not quote	e / participate.					
registered v	with DGDP who gave their preliminary budgetary/ technical	Understood agreed	Understood not agreed			
participate i	no end users / indentors. If your firm has been invited to not the tender, you must either participate in tender. In case of y to do so, you must inform DP (Navy) by a formal letter/email.					
11. <u>Withdrawal</u> offers before signi	l of Offer. Firms shall not withdraw their commercial ng of the contract and within validity period of their offers. In	Understood agreed	Understood not agreed			
case the firm with contract, Earnest I	draws its offer within validity period and before signing of the Money of the firm shall be confiscated and disciplinary action ed for embargo up to 01 year.					
	of Documents in case of Contract. In case any firm	Understood agreed	Understood not agreed			

- wins a contract, it will deposit following documents before award of contract:
 - Proof of firm's financial capability. a.
 - Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
 - Principal/Agency Agreement. C.
 - Registration with DGDP (Provisional Registration is mandatory) d.
- 13. **Treasury Challan.**

8.

Attached Not Attached

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

14.	Earn	est Money/Tender Bond:- Your tender must be accompanied by a	Attached	Not
Call	Depos	it Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following		Attache
amoı	ınts:-			
	a.	Rates for Contract. The rate of earnest money and its maximum		
	ceilin	g 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. 0.100 Million.
- (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.150 Million.
- (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.200 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).
- **15.** <u>Documents for provisional registration:</u> 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:-

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		

Ć	j .	Photocopy of NTN		Photocopy of passport			
r	٦.	Foreign Agreemen	Principal t in case of loo		Trading	Agreement House/ /Stockiest et	in case of Company/ c.

•		, , , , , , , , , , , , , , , , , , ,	Understood agreed	Understood not agreed
•	of the contract.	, , , , , , , , , , , , , , , , , , , ,		
17. Warra	Condition of Stores. anty/Guarantee Form DPL-	Brana new eteree will be accepted on I inne	Understood agreed	Understood not agreed
18. submi	Documents Required. itted along with the quote:	3	Understood agreed	Understood not agreed
	a. OEM/Authorized Dealership Evidence.	Dealer/Agent Certificate along with OEM		

- 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. of con	tract concluded against this tender may be rejected as follows: a. 1 st rejection on Govt. expense b. 2 nd rejection on supplier expense c. 3 rd rejection contract cancellation will be initiated.	Understood agreed	Understood agreed
20.	Security Deposit/Bank Guarantee. To ensure timely and correct	Understood agreed	Understood not agreed
sched duties value Bank Accoupower demaithe su for up year a extend days a of the	of stores the firm will furnish an unconditional Bank Guarantee (BG) from a ule Bank for an amount upto 10 % of the contract value (excluding Taxes, /freight handling charges) on a Judicial Stamp Paper (All pages) of the of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the ints Officer specified in the contract. The CMA (DP) Rawalpindi has the like of seeking encashment of the Bank Guarantee as if the same has been nded by the purchaser himself. The Bank Guarantee shall be produced by pplier within 30 days from the date of issue of the contract and remain valid to 60 days after completion of warranty period and remain in force till one ahead of the delivery date given in the contract. If delivery period is ded, the supplier shall arrange the extension of Bank Guarantee within 30 after the original delivery period to keep its validity always one year ahead extended delivery period. The BG form can be obtained from DP(N) on eddress given on page 1. Format of BG is enclosed at Annex B.		
Firm to	Integrity Pact. There shall be "zero tolerance" against bribes, gifts, ission and inducement of any kind or their promises thereof by Supplier / o any Government official / staff whether to solicit any undue benefit, favour erwise. Following provisions must be clearly read & understood for strict iance:	Understood agreed	Understood not agreed
	a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpn@paknavy.gov.pk	Understood agreed	Understood not agreed
	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.	Understood agreed	Understood not agreed
	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: 051-9267412 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.	Understood agreed	Understood not agreed

22. <u>Correspondence.</u> 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. <u>Amendment to Contract.</u> 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. <u>Discrepancy</u> . 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. 		
b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.	Understood agreed	Understood not agreed
c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.		
27. Force Majeure.		
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		Understood not agreed
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.

- 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		Understood
under this contract through friendly discussions in good faith. In the event that	agreed	not agreed
either party shall perceive such friendly discussion to be making insufficient		
progress towards settlement of dispute (s) at any time, then such party may be		
written notice to the other party refer the dispute (s) to final and biding arbitration		
as provided below:		

- 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
- 29. <u>Court of Jurisdiction</u>. In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.

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

with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.		
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	Understoo
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	Understoon ot agreed
34. <u>Termination of Contract.</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 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.	agreed	Understoo
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.		

Risk Purchase. In the event of failure on the part of supplier to comply

31.

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.

Groun	Rights Reserved. Directorate of Procurement (Navy), Rawalpindi es full rights to accept or reject any or all offers including the lowest. ds for such rejections may be communicated to the bidder upon written st, but justification for grounds is not required as per PPRA Rule 33 (1).	Understood agreed	Understoo
scope comple	Application of Official Secrets Act, 1923. All the matters connected his enquiry and subsequent actions arising there from come within the of the Official Secrets Act, 1923. You are, therefore, requested to ensure ete secrecy regarding documents and stores concerned with the enquiry limit the number of your employees having access to this information.	Understood agreed	Understood not agreed
37. from th	Acknowledgment. Firms will send acknowledgement slips within 07 days ne date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood agreed	Understood not agreed
38.	<u>Disqualification.</u> 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. 	Understood agreed	Understood not agreed

- 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.
- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- I. 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.		S by Supplier/Firm. Any aggnered		derstood Understood reed not agreed	
decision of DP (N) or CINS or any other problematic area towards the execution agreed not					
compr	ising P	ct may prefer an Appeal to Standing N Officers and military finance rep e detail and timeline for preferring appea	at Naval headquarters,		
	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.		ion. Any appeal received after the lapson of	e of timelines given in para $^{ m Un}_{ m agr}$	derstood Understoo reed not agreed	
Ja abi	JVG SITAL	THOU DE GHIERIAINEG.			
41.	For Fir	ms not Registered with DGDP. Firms	not registered with DGDP Und	derstood Understood	

tender iaw paras 12 and 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 Understood 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

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

reed not agreed

not agreed

Understood

a. NTN

for ground check by FS Team:

- 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
- I. 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		
	Χ.	Firm Categories		
	у.	Sole Proprietor Certificate		
	Z.	Partnership Deed		
	aa.	Pvt Limited		
	ab.	Memorandum of Articles		
	ac.	Form 29 and Form A		
	ad.	Incorporation Certificate		
_	ed" sha	solemnly undertake that all IT clauses mall not be changed / withdrawn after tender of hall form the baseline for subsequent contract	narked as "Understood & agreed no not be a not b	Jnderstoo oot agreed
44.	The a	above terms and conditions are confirmed in	total for acceptance.	
45.	Forma	nat of DPL-15 (warranty form) and PBG are	enclosed as Annex A & B.	
		S	Sincerely yours,	
		Rank:	by Officer Concerned)	

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 <u>01 Year</u> 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)		r
(iv)	Name of Guarantor	
(v)		
	· · · · · · · · · · · · · · · · · · ·	
<u>`</u>		
`		(in words)
(vii)	Date of expire of Guarante	e
		c Republic of Pakistan through the (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self ha	ave entered into Contract No.
	with Messer's	
	(Full Name	and Address)
the C	Contract is the submission comer to your good self for a	stomer and that one of the conditions of of unconditional Bank Guarantee by our a sum of Rsapplicable)
	In compliance with this stip undertake as under: -	ulation of the contract, we hereby agree
		onally on demand and/or without any amount not exceeding the sum or Rs. Rupees or FE (as applicable)
writte	en Demand Notice.	as would be mentioned in your
b.	To keep this Guarantee in	force till
year Store Custo if any unde the I there recei	ahead of the original/extenders which so ever is later in domer i.e. M/s	ank Guarantee shall be kept one clear ed delivery period or the warrantee of the uration on receipt of information from our or from your office. Claim, us on or before this day. Our liability cease on the closing of banking hours on this Bank Guarantee. Claim received by whether you suffer a loss or not. On guarantee, this document i.e. Bank lled, discharged and returned to us.

d. That we shall inform your office r of this Bank Guarantee one clear monthis Guarantee.	
e. That with the consent of our cuterm/clause of the contract or add/de contract without making any reference to receive any such amendment/altern such like actions do not increase our Guarantee which shall be limited only	to us. We do not reserve any right ation or addition/deletion provided monetary liability under this Bank
f. That the Bank Guarantee herein by any change in the constitution of Vendor.	before given shall not be affected the Bank or Customer/Seller or
g. That this an unconditional Barenchased on sight on presentation Customer/Seller or Vendor.	ank Guarantee, which shall be without any reference to our
	Guarantor
Dated:	
	(Bank Seal and Signatures)

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY IMPORTANT

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

1.	Name :	
2.	Father's Name :	
3.	Address (Residential) :	
4.	Designation in Firm :	
5.	CNIC :(Attach Copy of CNIC)	
6.	NTN :(Attach Copy of NTN)	
7.	Firm's Address :	
8.	Date of Establishment of Firm :	
9.	Firm's Registration Certificate with FBR/Chamber of Con (Attach Copy of relevant CERTIFICATE)	nmerce/Registrar of Companies
10.	In case PARTNERSHIP (Attach particulars at serial 1,2	3,4,5 and 6 of each partner).
(K	Kindly fill in the above form and forward it under your own	letter head with contact details)

CHECK OFF LIST				
Tender Control No: _340				
Firm Name: M/s				
Opening Date:				
Documents Attached	Yes			
Technical offer in duplicate				
Commercial offer				
Technical Specs				
Earnest Money (Original+ Copy)				
Bank Challan				
DP-1 Form				
DP-2 Form				
DP-3 Form				
Tax Filling Proof				
DGDP Registration Letter				
Authorization Letter				
Principal Invoice				
Sig				