Tender Covering Form

DIRECTORATE OF PROCUREMENT (NAVY)

B-2, HILAL ROAD, F-11/1, Islamabad

P- 31 / PRE (Contact: 0519267411, 05120062059, Email: adpn31pre@paknavy.gov.pk)

Tender D	Description			
T Openi	ng Date			
Firm Nar				
Postal A	ddress			
Email Ad	dress for Correspondence			_
Contact I	Person Name			
Contact I	Number (Landline) (Number)	Mobile	e	_)
Docume	nts to be Attached with Quotation			
	o submit its proposal in a sealed envelope whas as per details given below:	nich s	hall contain 03	x Sealed
	Envelop 1 – Technical Offer in Duplicate			
Set mu	velope must contain 02 x sets of Technical Offe st contain following documents as per this out to ensure that these documents have be	order	and Supplier is ached:	
S No	Document		Original Set	Copy Set
1.	Bank Challan			
2.	Principal Authorization Letter (where applicable			
3.	Principal Invoice (Muted – without Price) (whapplicable)	here		
4.	DP -1 Form of IT (with compliance remarks)			
5.	DP – 2 Form of IT with compliance remarks aga each clause of the Annex A)	ainst		
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 DGDP)	with		
11.	Tax Filling Proof			
<u>Sealed</u>	Envelop 2 – Earnest Money			
	This Envelop must contain Earnest Money only.			
Sealed	Envelop 3 – Commercial Offer			
	This Envelop must contain following documents	<u>:</u>		
1.		01 x	Original	
2.			Original	
3.		01 x	Original	
· · · · ·	· · · · · · · · · · · · · · · · · · ·			

Firm's Declaration

Tender No & Date

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

Firm's	Authorized	Signatures	

DIRECTORATE PROCUREMENT (NAVY)

Tender No Directorate of Procurement (No	Navy)) ov.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, services as per details given in attached Schedule to Tender (Form DI		
2. <u>Caution</u> : This tender and subsequent contract agreement the successful bidder is governed by the rules / conditions as laid down Rules-2004 and DPP&I-35 (Revised 2017) covering general terms 8 of contracts laid down by MoDP / DGDP. As a potential bidder, it is upon you and your firm to first acquaint yourself with PPRA F (www.ppra.org.pk) and DPP&I-35 (Revised 2017) (print copy may be from DGDP Registration Cell on Phone No. 051-9270967 before part the tender. If your firm / company possesses requisite technical as we capability, you must be registered or willing to register with DGDP to award of contract, which shall be made after security clearance and required registration documents mentioned in Para 15 of this DP-1.	wn in PPRA agreed R conditions incumbent Rules 2004 pe obtained rticipating in well financial o qualify for	Understoo not agreed
3. <u>Conditions Governing Contracts</u> . The 'Contract' made as rel/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the entered into between the parties i.e. the 'Purchaser' and the Directorate General Defence Purchase (DGDP) contract Form accordance with the law of contract Act, 1872 and those contained Purchase Procedure & Instructions and DP-35 (Revised 2017) and o conditions that may be added to given contract for the supply of Defer Services specified herein.	agreement agreed 'Seller' on "DP-19" in in Defence ther special	d Understoo
4. <u>Delivery of Tender.</u> The tender documents covering tecommercial offers are to be furnished as under:-	chnical and	

- a. <u>Commercial Offer.</u> The offer will be in duplicate and indicate prices quoted in figures as well as in words in the currency mentioned in IT. It should be clearly marked in fact on a separate sealed envelope "Commercial Offer", tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.
- b. <u>Technical Offer: (Where Applicable).</u> Should contain all relevant specifications in <u>DUPLICATE</u> (or as specified in IT) along with essential literature/brochure, drawings and compliance metrics in a separate sealed envelope and clearly marked "Technical Offer" without prices, with tender number and date of opening. Technical offer shall be opened first; half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:

Understood not agreed

Understood not agreed

S.No	 as	Firm's endorsement (Comply/ Partially Comply/ Non Comply	PC of NC i.e. Refer to page or	enclosed proof

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

d. Firms shall submit their offers in two separate envelopes (i.e. two copies of commercial offer and two or more copies of the technical offer as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing 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

	within it.
	e. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.
	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: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk
This Dreceive time we legitime opening couries	Date and Time For Receipt of Tender. Tender must reach this office by ate and time specified in the Schedule to Tender (Form DP-2) attached. Directorate will not accept any excuse of delay occurring in post. Tenders after the appointed fixed time will NOT be entertained. The appointed will, however, fall on next working day in case of closed/forced holiday. Only nate/registered representatives of firm will be allowed to attend tendering. In case your firm has sent tender documents by registered post or r service, you may confirm their receipt at DP (Navy) on Phone No 271468 well before the opening date / time.
acceptor operegisted Tende	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 table on examination by technical authorities of Service HQ. Date and time bening of Commercial offer shall be intimated later. Only legitimate / ered representative of firm will be allowed to attend tender opening. Tenderstood agreed not agreed to a specified in DP-2 would be rejected without tion and returned un-opened i.a.w Rule 28 of PPRA-2004.
7.	Validity of Offer.
	a. The validity period of quotations must be indicated and should Understood invariably be 120 days from the date of opening of Technical offer or 30th Understood not agreed June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
	b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.
8.	Part Bid. Firm may quote for the whole or any portion, or to state in Understood Understood

the tender that the rate quoted, shall apply only if the entire quantity/range of

not agreed

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

accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted. 9. Quoting of Rates. Only one rate will be quoted for entire quantity, item Understood Understood not agreed wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). 10. Return of I/T. ITs are to be handled as per following guidelines: Understood Understood agreed not agreed In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender. b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email. 11. Withdrawal of Offer. Firms shall not withdraw their commercial Understood Understood not agreed agreed offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year. 12. Provision of Documents in case of Contract. In case any firm Understood Understood agreed 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 b. respective Department of Commerce authorizing export of subject stores. Principal/Agency Agreement. C. Registration with DGDP (Provisional Registration is mandatory) d. 13. **Treasury Challan.** Offers by registered firms must be accompanied with a Challan Attached Not a. Attached 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. Firms, un-registered / un-indexed with DGDP (Registration Section) b.

may participate in the tender as per tender conditions accompanied by

stores is taken from the firm. The Director Procurement reserves the right of

Challan Form of Rs 300 (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) in favour of CMA (DP).

14. Earnest Money/Tender Bond:- Your tender must be accompanied by a	Attached	Not
Pay Order/Demand Draft/Call Deposit Receipt (CDR) in favor of CMA (DP),		Attached
Rawalpindi for the following amounts:-		

- a. Rates for Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 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) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 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).
- **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:-

Understood Understood agreed Not agreed

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

INS, Consign	ction Authority. CINS, Joint Inspection will be carried out by nee & Specialist User or a team nominated by Pakistan Navy. CINS nall be as prescribed in DP-35 and PP & I (Revised 2017) or as per contract.	Understood agreed	Understood not agreed
	ition of Stores. Brand new stores will be accepted on Firm's arantee Form DPL-15 enclosed with contract.	Understood	Understood not agreed
	ments Required. Following documents are required to be ong with the quote:	Understood agreed	Understood not agreed
a. Deale	OEM/Authorized Dealer/Agent Certificate along with OEM rship Evidence.		
Confo intima throug of Co	The firm/supplier shall provide correct and valid e-mail and Fax No NS and DP(N). Supplier/contracting firm shall either provide OEM ormance Certificate to CINS or is to be e-mailed to CINS under ation to DP (Navy). Hard copy of COC must follow in any case gh courier. On receipt, CINS shall approach the OEM for verification informance Certificates issued by OEM. Companies/firms rendering DEM Conforming Certificates will be blacklisted.		
C.	Original quotation/Principal/OEM proforma invoice.		
	In case of bulk proforma invoice, a certificate that prices indicated bulk proforma invoice have not been decreased since the date of 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. 		
	tion of Stores/Services. The stores/services offered as a result oncluded against this tender may be rejected as follows: 1 st rejection on Govt. expense 2 nd rejection on supplier expense 3 rd rejection contract cancellation will be initiated.	Understood agreed	Understood agreed
supply of sto schedule Ba	rity Deposit/Bank Guarantee. To ensure timely and correct res the firm will furnish an unconditional Bank Guarantee(BG) from a ank of Pakistan for an amount upto 10 % of the contract value axes, duties/freight handling charges) on a Judicial Stamp Paper (All	Understood agreed	Understood not agreed

pages) of the value of (Rs 100.00) as per prescribed format or in shape of CDR/Bank Draft/Pay Order. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	Understood agreed	Understoo not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk		
b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.		
c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.		
22. <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	Understoo not agreed
23. <u>Pre-shipment Inspection</u> .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	Understood agreed	Understood not agreed

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. 24. Amendment to Contract. Contract may be amended/modified to include Understood Understood not agreed 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. 25. Discrepancy. The consignee will render a discrepancy report to all Understood Understood agreed not agreed 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. 26. **Price Variation.** Prices offered against this tender are to be firm and final. a. Where the prices of the contracted stores/raw material are Understood b. Understood not agreed 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. Except for calculation or typographical errors, the rates of the C. 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. The supplier will not be held responsible for any delay occurring in Understood Understood not agreed supply of equipment due to event of Force Majeure such as acts of God, agreed War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the timeframe discontinuation same about the 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. The Supplier shall provide the Purchaser with all the necessary b. 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. <u>Arbitration.</u> Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that	Understood agreed	Understood 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. Court of Jurisdiction . In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.	Understood agreed	Understood not agreed
30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DP-35, if the stores supplied after the expiry of the delivery date without any valid	Understood agreed	Understoo not agreed
reasons. Total value of LD shall not exceed 10% of the contract value.		
31. <u>Risk Purchase.</u> In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and	Understood agreed	Understo not agree
31. <u>Risk Purchase.</u> In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.		
with the contractual obligations the contract will be cancelled at the Risk and		

compensation representative, except the age government arbreach of such sole nominate blacklisting of	ies/Commission/Gifts. No commission, rebate, bonus, fee or in any form shall be paid to any local or foreign agent, consultant sales promoter or any intermediary by the Manufacturer/Supplier ent commission payable as per the agent commission policy of the as amended from time to time and given in the contract. Any h clause(s) of the contract by Manufacturer/Supplier and/or their ed representative may result in cancellation of the contract the Manufacturer/Supplier financial penalties and all or any other are which the purchaser may consider appropriate.	Understood agreed	Understood not agreed
	ation of Contract.	Understood agreed	Understood not agreed
decides for reas Supplier accept stores/g is comp	at any time during the currency of the contract the Purchaser to terminate the contract for any reason whatsoever (other than sons of Non-Delivery) he shall have right to do so by giving the raregistered notice to that effect. In that event the Purchaser will delivery at the contract price and terms of such goods/services which are in the actual process of manufacture that eleted and ready for delivery within thirty days after receipt by the rof such notice.		
	n the case of remainder of the undelivered stores/goods/services chaser may elect either:		
(i th	To have any part thereof completed and take the delivery nereof at the contract price or.		
th S to p	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.		
ìr	iii) No payment shall however be made for any materials not yet the actual process of manufacture on the date notice of cancellation is received.		
quality stipulate reserves	Should the Supplier fail to deliver goods/services in time as per terms of contract or fail to render Bank Guarantee within the ed time period or any breach of the contract the Purchaser is the right to terminate/cancel the contract fully or any part thereof is and expense (RE) of the Supplier.		
reserves full r Grounds for si	Reserved. Directorate of Procurement (Navy), Rawalpindi ights to accept or reject any or all offers including the lowest. uch rejections may be communicated to the bidder upon written stification for grounds is not required as per PPRA Rule 33 (1).	Understood agreed	Understood not agreed
with this enqui scope of the Complete secre	ation of Official Secrets Act, 1923. All the matters connected airy and subsequent actions arising there from come within the Official Secrets Act, 1923. You are, therefore, requested to ensure ecy regarding documents and stores concerned with the enquiry number of your employees having access to this information.	Understood agreed	Understood not agreed

37. from th		vledgment. Firms will send acknowledge of downloading of IT from the PPRA Web	•	Understood agreed	Understood not agreed
38.	<u>Disqua</u>	<u>lification.</u> Offers are liable to be rejected	if:-		
	b. C	Received later than appointed/fixed date a Offers are found conditional or incomplete There is any deviation from the Go	e in any respect.	Understood agreed	Understood not agreed
	Instruct d. F	ions contained in this tender. Forms DP-1, DP-2 (along with Annexes), ceived with the offers.	·		
	d. T	axes and duties, freight/transportation dicated separately as per required price	_		
	e. T	reasury challan is NOT attached with the full full rates are quoted against one item flanufacturer's relevant brochures and	۱.		
	equipme	ent assemblies are not attached in suppo Subject to restriction of export license.	ort of specifications.		
	unauthe	enticated amendments/corrections/overw f the validity of the agency agreement is o	riting. expired.		
	local cu	The commercial offer against FOB/CIF, rrency and vice versa. Principals invoice in duplicate clearly			
	p. E	are inclusive or exclusive of the agent co Earnest money is not provided. Earnest Money is not provided with t			
	specifie r.	·	·		
	s. C	Offer made through Fax/E-mail/Cable/Tel f offer is found to be based on cartel			
	u. If mention				
39.		Driginal Principal Invoice is not attached very series of the series of		Understood	Understoo
decision of the	on of DF contrac	P (N) or CINS or any other problematic a ct may prefer an Appeal to Standing N Officers and military finance rep	rea towards the execution Appeal Committee (SAC)	agreed	not agreed
		e detail and timeline for preferring appea	ls 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	۱	

40. <u>Limitation.</u> Any appeal received after the lapse of timelines given in para agreed 39 above shall not be entertained.

Understood

Understood not agreed

can be	For Firms not Registered with DGDP. Firms not registered with DGDP trake to apply for registration with DGDP prior signing of Contract. Details be found on DGDP website www.dgdp.gov.pk . These firms can participate in ear iaw paras 12 and 14 above and provision of documentary proof regarding cial status of the firm alongwith NTN and GST registration copies.	Understood agreed	Understood not agreed
(FS) 1 tender		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		
•		Understood agreed	Understood not agreed
44.	The above terms and conditions are confirmed in total for acceptance.		
45.	Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.		
	Sincerely yours,		

(To be Signed by Officer Concerned)	
Rank:	
Name:	

DPL-15 (WARRANTY)

FIRM'S NAME: M/s_			

- 1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.
- 2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).
- 3. This warranty shall remain valid for <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)	Address of Firm/Contractor	
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
()
	(in word	ds)
(vii)	Date of expire of Guarantee	
To: Cont	The President of Islamic Repontroller of Military Accounts (Defend	
Sir,		
1.	Whereas your good self have ente	red into Contract No.
	with Messer's	
the (einafter referred to as our customer and Contract is the submission of uncontomer to your good self for a sum obses/FE (as a	nditional Bank Guarantee by our
	In compliance with this stipulation I undertake as under: -	of the contract, we hereby agree
writte	ten Demand Notice.	·
b.	To keep this Guarantee in force till	·
year store Cust if an unde the I there recei	That the validity of this Bank Guar ahead of the original/extended deliveres which so ever is later in duration of stomer i.e. M/s	ery period or the warrantee of the on receipt of information from our office. Claim, or before this day. Our liability n the closing of banking hours on the Guarantee. Claim received ether you suffer a loss or not. On thee, this document i.e. Bank

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.
e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs (Rupees).
f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.
g. That this an unconditional Bank Guarantee, which shall be enchased on sight on presentation without any reference to our Customer/Seller or Vendor.
Guarantor
Dated:
(Bank Seal and Signatures)

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

Mr	Authorized signatory
Partner/MD of M/s	, do hereby solemnly affirm to DGF
(Army), DP (Navy), DP (A	ir) and Directorate General Defence Purchase, Ministry
of Defence Production, R	awalpindi that our firm M/s
has applied for registration	with Director General Defence Purchase (DGDP) duly
completed all the docum	ents required by registration section on
(date) i,e before signing	the contract. I certify that the above mentioned
statement is correct. In c	ase it is detected on any stage that our firm has no
applied for registration w	ith Director General Defence Purchase or statemen
given above is incorrect, of	our firm will be liable for disciplinary action initiated (i,e
debarring, the firm do be	usiness with other Defence Establishment and Gov
Agencies). I also accept the	hat any disciplinary action taken will not be challenged
in any Court of Law.	
O:	Signature
Station:	
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No. 020105/R-2012/310247 dated 11-03-20. This tender will be closed for Acceptance at 1030 Hours and will be opened at 1100 Hours on. 02-12-2021 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 technical quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	WIRE WINDING COPPER ELECTRICAL (11 X LINE ITEMS As Per list Attached) (with installation/ commissioning & misc charges as per Annex A	As Per Attached List		
	Note: Advance Sample Required.			
Above	mentioned price includes 17% sale	Yes		No
Tax (Please tick Yes or No)				
	Grand Total		·	

Terms & Conditions

1. **Special Instructions.:** Attached Special Instructions.

2. **Terms of Payment.** 100% on delivery of stores and issuance of

CRV.

3. **Origin of Stores.** Imported (Name of Country to be mentioned)

4. **Origin of OEM**. Imported (Name of Country to be mentioned)

5. **Technical Scrutiny Report**. Required.

6. **Delivery Period.** 03 Months

7. **Currency.** Pak Rupees

8. **Basis for acceptance.** FOR/DDP Basis

9. <u>Bid validity.</u> The validity period of quotations must be indicated **and** should invariably be 120 days from the date of opening of technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if

required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.

- 10. <u>Tendering procedure</u> Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.
- 11. <u>Earnest Money/Tender Bond</u>:- 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:
 - a. Rates for Contract. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 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) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 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).

12. Special Note.

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 financia capability to undertake the project.
- c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- d. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- e. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Tax payers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- f. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.

- g. Company registration certificates are to be attached with offer.
- h. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- j. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- k. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- I. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

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

LIST OF ITEMS WIRE WINDING INDENT NO. 020105 DATED 11 MAR 20

SNO	DESCRIPTION	NSN/ SPECS.	OTY
t	WIRE, WINDING COPPER ELECT CONDIDIA: 0.710MM	0561-70-525-3569	400
	O/ DIA: 0.790MM (CLASS 180) GRADE-2	(BS EN 60317-8)	KG
2	WIRE, WINDING COPPER ELECT COND DIA: 1.600MM	0561-79-525-3675	500
	O/ DIA: 1.741MM (CLASS-180) GRADE-3	(BS EN 60317-8)	KG
3	WIRE, WINDING COPPER ELECT COND DIA 0.800MM	0561-79-525-3607	400
	O/A DIA 0.911 MM (CLASS-180) GRADE-3	(BS EN 60317-8)	KG
4	WIRE WINDING ELECT COPPER ENAMEL COND DIA	0561-79-525-3679	100
	2:00MM O/A DIA 2:152MM CLASS:180 GRADE:3	(BSEN60317-8)	KG
5	WIRE WINDING COPPER ELECT COND DIA 0.750MM	0561-79-439-3261	300
	0/DIA 0.832MM (CLASS 180) GRADE-2	(BSEN60317-8)	KG
6	WIRE WINDING COPPER ELECT COND DIA 1.00MM	0561-79-525-3575	200
	0/DIA 1.093MM (CLASS 180) GRADE-2	(BS EN60317-8)	KG
7	WRE. WINDING COPPER ELECT COND DIA=1.120MM,	0561-79-525-3577	400
	0/A DIA=1.217 (CLASS-180) GRADE-2	(BS EN 60317-8)	KG
8	WIRE WINDING COPPER ELECT COND DIA: 0.900MM	0561-79-525-3609	200
	O/ DIA: 1.017MM (CLASS-180) GRADE-3	(BS EN 60317-8)	KG
9	WIRE WINDING COPPER ELECT COND DIA 1.180MM	0561-79-519-6751	300
	D/DIA 1.308MM (CLASS-180) GRADE-3	(BSEN60317-8)	KG
10	WIRE, WINDING COPPER ELECT COND DIA: 1.320MM	0561-79-525-3580	400
	O/DIA: 1.423MM (CLASS-180) GRADE-2	(BS EN 60317-8)	KG
11	WIRE WINDING COPPER ELECT COND DIA=0.450MM	0561-79-525-3565	200
	O/A DIA 0.516 MM(CLASS-180) GRADE-2	(BSEN60317-8)	KG

SPECIAL INSTRUCTIONS - INDENT NO. 020105 DATED 11 MAR 2020

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 his "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 supplier 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 his "Offer/Quotation" is to provide OEM's contact (address, e-mail address, phone, fax and website etc)

ORIGIN OF SUPPLY

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

UPDATES & CURRENT INFORMATION

6. Supplying firm in his "Offer/Quotation" is to provide latest updates and current information about technical specifications/data. If Pattern Number, Part No or quality standards of a particular item has been superseded by a new one after conclusion of the contract, the supplier will be required to produce a documentary proof to this effect originating from the relevant OEM. If replaced part affects fittings and functioning of other associated parts as well, than 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.
 - (4) Date/Period of Manufacture
 - (5) Conformance to standards/specifications quoted in the IT
 - c. OEM Test Certificate/FATs report, if applicable: (Yes)
 - 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 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 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 nor the OEM's authorized dealer/agent/stockist will not be acceptable.

INSPECTION

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

Firm's Remarks

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: 051-9262311 Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk	
DEAR SIR	Date
1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF PIN SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION ACCEPTANCE OF TENDER AT THE PRICES OFFERED AGAINS THAT THIS OFFER WILL REMAIN VALID UP TO 120 DAYS AND TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCEPTESCRIBED TIME. 2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDER CONTRACT IN FORM NO. DP-35 (REVISED 2017) INCLUDE OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE (CONDITIONS GOVERNING CONTRACTS" AND INSPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN AWARE OF THE NATURE OF THE STORES REQUIRED AND MY IN ACCORDANCE WITH THE REQUIREMENTS.	ON THEREOF AS YOU MAY SPECIFY IN THE ST THE SAID SCHEDULE AND FURTHER AGREE IN WILL NOT BE WITHDRAWN OR ALTERED IN STATED THEREIN OR ON BEFORE THIS DATE. SEPTANCE TO BE DISPATCHED WITHIN THE SERS AND GENERAL CONDITIONS GOVERNING IN THE PAMPHLET ENTITLED, GOVERNMENT GENERAL DEFENCE PURCHASE) "GENERAL HAVE THOROUGHLY EXAMINED THE ITHE SCHEDULE HERETO AND AM/ARE FULLY
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FOR	M PART OF THIS TENDER:
A В С	
	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(CAPACITY IN WHICH SIGNING) ADDRESS: DATE SIGNATURE OF WITNESS

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

Address.....

- (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-todate and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal's Proforma invoice (in original)
- (f) Earnest money

(g) Treasury Challan Form for tender Fees as applicable

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

IMPORTANT

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

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