#### INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>102015/R-2105/340538</u> dated <u>09 Sep 2021</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>13 Oct 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.	NSN NO. 4210-70-509-2305			
	MODEL: DARLEY HE 500	06 Each		
	Fire Trailer Pump			
	PARENT EQUIPMENT: Fire Fighting Equipment			

#### SPECIFICATIONS:

As per details at Annex-A.

Model: Darley HE 500 or Equivalent, split case Centrifugal pump.

Material: Bronze impeller, shaft of SS316L,

Casing: Steel

Output: 500 GPM @ 150 Psi (with 3 meter suction head, using 4" suction hose & strainer)

Drive: Directly coupled with Diesel Engine 85 HP

Priming: Darley Fluid Less Vane Primer,) Model AP00960 or Equivalent).

Suction: 4" BSS Coupling with blank cap & chain

Delivery: 3 x 2 1/2" BSS instantaneous coupling with blank cap & chain.

Flow rate and discharge pressure:

- a. 500 gpm (1893 Ltr / min @ 150 Psi
- b. 350 gpm (1325 Ltr / min @ 200 Psi
- c. 250 gpm (946 Ltr / min @ 150 Psi

Max suction head: 06 meter

Note: Only UL / FM approved pump to be procured

**Engine:** 

Make: Perkins/Millat Perkins (Pakistan)

Model/Power: >85 HP

Cooling System: Water Cooled Fuel Tank Capacity: ≥50 Liters Starting: Electric 12 V Battery

Complete Engine with:

Self starter (Panel), alternator, fuel tank, clutch system, instrument panel, exhaust silencer, radiator, battery & shutdowns (low fuel, low engine oil pressure, high engine temperature) Fire Water pump is to be directly coupled with engine and mounted on trailer. Complete with all accessories/Tool kit as per attached list.

#### **NOTE:**

- OEM certified brand new stores to be acceptable on DPL-15. 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 DP e-mail address cins@paknavy.gov.pk, to (Navy) at inpsectorate1@paknavy.gov.pk. 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 will be black listed.
- 2. Joint inspection is to be carried out by CINS, consignee and end user.
- 3. Marking on the package must be legible packaging of fragile stores to be marked appropriately.
- 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 mentioned under Note including specification, packing, general terms and conditions on its technical offer and original technical offer on firm's letter head pad along with DP-1, DP-2 & DP-3 duly signed and stamped on each page are required in duplicate.

Yes No

#### **Terms & Conditions**

1. **Special Instructions**. Attached

2. **Terms of Payment.** 100% on Delivery of stores against each supply

order and issuance of CRV.

3. Origin of Stores. 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.** 06 Month after signing of contract

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. **Tendering procedure** Single stage - Two Envelop bidding procedure will

be followed as per PPRA Rule 36 (b).

12. <u>Earnest Money/</u> 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 / UNINDEXED FIRMS.</u>

(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 guoted 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.

#### INSPECTION

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.

#### <u>Directorate of Procurement (Navy)</u> <u>Through Bahria Gate</u>

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

Tender Description IT Opening Date Firm Name Postal Address Email Address for Correspondence Contact Person Name Contact Number (Landline	i ender iv	No & Date					
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Principal Invoice (where applicable)     01 x Original				wing documents	s:		
3.   Dully filled DP-2 Form of IT   01 x Original		Principal Invoice (where applicable) 01 x Original					
	3.						

#### 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	l Signatures	
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## 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 Dechnication	No & Date:		
<u>Technic</u>	al Opening Details		
S No	Name of the Supplier	OEM	Quoted Model

		<u>DP-3</u>
Tende	r No	Name of the Firm
		DGDP Registration No
		Mailing Address  Date
		Telephone No
		Official E-Mail
		Fax No
		Mobile No of contact person
To:		, , , , , , , , , , , , , , , , , , ,
	Directorate of Procurement (Navy)	
	through Bahria Gate Near SNIDS	
	Centre, CDA Market	
	at Naval Residential Complex	
	Sector E-8, Islamabad	
	Tele: 051-9262310	
	Email: dpn@paknavy.gov.pk	
Dear S	Sir	
4 1007		
schedo of tend remain and th	ule to the tender inquiry or such portion der at the prices offered against the said n valid up to <u>120 days</u> and will not be	of Procurement (Navy) the stores detailed in thereof as you may specify in the acceptance dischedule and further agree that this offer will withdrawn or altered in terms of rates quoted on before this date. I/we shall be bound by a distribution within the prescribed time.
Contra of Pa Condit and/ o stores	act in Form No. DP-35 (Revised 2002) in Sukistan, Ministry of Defence (Directon Stions Governing Contracts" and have the Figure or patterns quoted in the schedule here	Tenders and General Conditions Governing ncluded in the pamphlet entitled, Government rate General Defence Purchase) "General broughly examined the specifications/drawings to and am/are fully aware of the nature of the pply stores strictly in accordance with the
3. The	e following pages have been added to a	nd form part of this tender:
a		
b		
C		
		Yours faithfully,
		(Cignoture of Tandarar)
		(Signature of Tenderer)
		(Capacity in which signing)
		Address:
		Date
		Signature of Witness

ADDRESS.....

### **DIRECTORATE PROCUREMENT (NAVY)**

	Tender No		
M/s			
Date			
INVITATION TO TENDER AND GENERAL IN	NSTRUCTIONS		
Dear Sir / Madam,			
DP (Navy) invites you to tender for services as per details given in attached Sche			
2. <u>Caution</u> : This tender and subsequence the successful bidder is governed by the rules Rules-2004 and DPP&I-35 (Revised 2017) 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 2 from DGDP Registration Cell on Phone No. (the tender. If your firm / company possesses capability, you must be registered or willing to award of contract, which shall be made after required registration documents mentioned in	s / conditions as laid down in PPRA overing general terms & conditions a potential bidder, it is incumbent yourself with PPRA Rules 2004 2017) (print copy may be obtained 051-9270967 before participating in requisite technical as well financial to register with DGDP to qualify for security clearance and provision of		
3. Conditions Governing Contracts. To I/T (Invitation to Tender) i.a.w PPRA Rules entered into between the parties i.e. the Directorate General Defence Purchase (Exactly accordance with the law of contract Act, 1872 Purchase Procedure & Instructions and DP-3 conditions that may be added to given contract Services specified herein.	s 2004 shall mean the agreement (Purchaser' and the 'Seller' on OGDP) contract Form "DP-19" in 72 and those contained in Defence 55 (Revised 2017) and other special	Understood agreed	Understoo 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 hercial Offer", tender transportation, insu- tely. Total price of mentioned. In case reserves the right than one options were	as in words in the day of the contract on the contract of the	ne currency me a separate so ate of opening became to additional the additional t	entioned in IT. It against the aled envelope and actions to be indicated tender is to be red by the firm, cepted option if	nderstood Understoo reed not agreed
D. ICCIIIICAI OIICI. IVIICIC ADDIICADICI. OIICAIA COIILAIII AII ICICVAIIL					
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 pr from broch	ote/ onal ı as
	d: C = Fully Comply,				
please tender due to highligh	Special Instruction be read point by po conditions should b non-acceptance o nted alongwith your be rejected.	int and understo e responded cle f tender condit	ood properly be early. In case o ions(s), the sa	fore quoting. All <sup>agr</sup> of any deviation ame should be	derstood Understoo reed not agreed
copy of in the I propos called	Firms shall submit the commercial offer and Envelops clearly in bold. The complete and the technical are to be enclosed in	nd <b>two copies o</b> arly marked "Teo mercial offer will I offer will not in	of the technica chnical proposa include rates of dicate the rate	I offer as asked agral", "Commercial of items/services s. Both types of	derstood Understood reed 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.

(; s p	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 or participation in the tender.	Understood agreed	Understo
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		
	Date and Time For Receipt of Tender. Tender must reach this office by e and time specified in the Schedule to Tender (Form DP-2) attached.	Understood agreed	Understoo not agreed
received time will legitima opening courier	rectorate will not accept any excuse of delay occurring in post. Tenders d after the appointed/ fixed time will NOT be entertained. The appointed II, however, fall on next working day in case of closed/forced holiday. Only ate/registered representatives of firm will be allowed to attend tender g. 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 opening date / time.		
_	<b>Fender Opening.</b> Tenders will be opened as mentioned in the schedule to Commercial offers will be opened at later stage if Technical Offer is found	Understood agreed	Understood not agreed
accepta for ope registere Tenders	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.		
7. <u>v</u>	Validity of Offer.		
ir u o		Understood agreed	Understood not agreed
r	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	Understood agreed	Understoo not agreed
n	months from the date of signing the contract, these will also be supplied		

at the ongoing contract rates with discount. Firm may quote for the whole or any portion, or to state in 8. 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. Quoting of Rates. Only one rate will be quoted for entire quantity, item Understood 9. 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: a. In case you are Not quoting, please return the tender inquiry stating Understood Understood not agreed 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.

Understood agreed

c. 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.

Understood agreed Understood not agreed

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

Understood

not agreed

Understood

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

agreed not agreed

Understood

a. Proof of firm's financial capability.

Understood agreed understood not agreed

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

13. **Treasury Challan.** 

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 acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP).

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

Not Attached

- a. Rates for Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-
  - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 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	
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	<b>j</b> .	Photocopy of NTN			Photocopy of passport		
r	۱.	Foreign Agreemen	Principal t in case of loo		Trading	Agreement House/ /Stockiest et	in case of Company/ c.

•		CINS, Joint Inspection will be carried out by or or a team nominated by Pakistan Navy. CINS in DP-35 and PP & I (Revised 2017) or as per	Understood agreed	Understood not agreed
•	of the contract.	, , , , , , , , , , , , , , , , , , , ,		
17. Warra	Condition of Stores. anty/Guarantee Form DPL-	Brand new stores will be accepted on Firm's 15 enclosed with contract.	Understood agreed	Understood not agreed
18. submi	Documents Required. itted along with the quote:	Following documents are required to be	Understood agreed	Understood not agreed
	a. OEM/Authorized	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	Rejection of Stores/Services. The stores/services offered as a result stract concluded against this tender may be rejected as follows:  a. 1 <sup>st</sup> rejection on Govt. expense  b. 2 <sup>nd</sup> rejection on supplier expense	Understood agreed	Understood agreed
20.	<ul> <li>c. 3<sup>rd</sup> rejection contract cancellation will be initiated.</li> <li>Security Deposit/Bank Guarantee. To ensure timely and correct</li> </ul>	Understood	Understood
sched duties value Bank Accoupower demaithe su for up year a extend days a of the	y of stores the firm will furnish an unconditional Bank Guarantee (BG) from a rule 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 applier 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.	agreed	not agreed
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 terwise. Following provisions must be clearly read & understood for strict liance:	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, <b>PERMANENT BLACKLISTING</b> 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

delive	<u>Correspondence.</u> All correspondence will be addressed to the aser i.e. DP (Navy). Correspondence with regard to payment or issue of ry receipt may be addressed to CMA Rawalpindi & Consignee respectively opy endorsed to the DP (Navy).	Understood agreed	Understood not agreed
OEM mention and we Contra	Pre-shipment Inspection. PN may send a team of officers including member for the inspection of major equipments and machinery items at premises as per terms of contract. If not already provided for and oned in the I.T, firm(s) must clarify the place, number of persons, duration whether expenses on such visits would be borne by the Purchaser or actor. In case contractor is responsible for bearing such expenses, detailed down of the same should be given separately in the commercial offer.	Understood agreed	Understood not agreed
	Amendment to Contract. Contract may be amended/modified to include clause (s) modify the existing clauses with the mutual agreement by the er and the purchaser; such modification shall form an integral part of the act.	Understood agreed	Understood not agreed
	<u>Discrepancy</u> . The consignee will render a discrepancy report to all rned within 60 days after receipt of stores for discrepancies found in the gnment. The quantities found short are to be made good by the supplier, f 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 shall inform the purchaser within 15 days of the happening and within the	Understood agreed	Understood not agreed

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

- b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.
- c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.
- d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.
- e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

28. Arbitration. Parties shall make their attempt to settle all disputes arising	Understood	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	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.		

	ractual obligations the contract will be cancelled at the Risk and of the supplier in accordance with DP-35.		
supply the co or contract b equipment de shall be liable resulting for h rescission tak imposed by the will be decide	ensation Breach of Contract.  If the contractor fails to intracted stores or contract is cancelled either on RE or without RE become ineffective due to default of supplier / seller or stores / eclared defective and caused loss to the Government, contractor to pay to the Government compensation for loss or inconvenience its default or from the rescission of his contract when such default or the place such compensation will be in excess to the RE amount, if the competent authority. Compensation amount in terms of money d by the purchase officer and will be deposited by contractor / seller in treasury in the currency of contract.	Understood agreed	Understood not agreed
compensation representative except the aggovernment a breach of suc sole nominal blacklisting of	ties/Commission/Gifts. No commission, rebate, bonus, fee or in any form shall be paid to any local or foreign agent, consultant e, sales promoter or any intermediary by the Manufacturer/Supplier gent commission payable as per the agent commission policy of the and as amended from time to time and given in the contract. Any ch clause(s) of the contract by Manufacturer/Supplier and/or their ted representative may result in cancellation of the contract of the Manufacturer/Supplier financial penalties and all or any other sure which the purchaser may consider appropriate.	Understood agreed	Understood not agreed
34. <u>Termir</u>	nation of Contract.		
decide: for rea Supplie accept stores/ is com	If at any time during the currency of the contract the Purchaser s to terminate the contract for any reason whatsoever (other than isons of Non-Delivery) he shall have right to do so by giving the er a registered 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 pleted and ready for delivery within thirty days after receipt by the er of such notice.	Understood agreed	Understood not agreed
	In the case of remainder of the undelivered stores/goods/services rchaser 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.

Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).  36. Application of Official Secrets Act, 1923. All the matters connected Understood Understood
36 Application of Official Secrets Act 1923 All the matters connected Understood Understood
with this enquiry and subsequent actions arising there from come within the agreed not agreed not agreed
scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.
37. <u>Acknowledgment.</u> Firms will send acknowledgement slips within 07 days that the date of downloading of IT from the PPRA Website i.e. <u>www.ppra.org.pk</u> Understood agreed u
38. <u>Disqualification.</u> Offers are liable to be rejected if:-
<ul> <li>a. Received later than appointed/fixed date and time.</li> <li>b. Offers are found conditional or incomplete in any respect.</li> </ul>
c. There is any deviation from the General /Special/Technical
Instructions contained in this tender.
<ul> <li>forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are</li> <li>NOT received with the offers.</li> </ul>
d. Taxes and duties, freight/transportation and insurance charges

- 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.

NOT indicated separately as per required price breakdown mentioned at

j. Subject to restriction of export license.

Para 17.

- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- 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.

- If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- If OEM and principal name and complete address is not mentioned.
- Original Principal Invoice is not attached with offer.

		s by Supplier/Firm. Any aggrieved		nderstood	Understood		
decision of DP (N) or CINS or any other problematic area towards the execution agreed not agreed							
of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters,							
	_		•				
isiamai	oad. Th	e detail and timeline for preferring appeal	s 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				
		ion. Any appeal received after the lapse not be entertained.	e of timelines given in para $_{ m ag}^{ m Ui}$	nderstood greed	Understood not agreed		
41.	For Fire	ms not Registered with DGDP. Firms	not registered with DGDP Un	nderstood	Understood		
underta	ake to a	apply for registration with DGDP prior si	gning of Contract. Details <sup>agr</sup>	reed	not agreed		
tender	iaw par	on DGDP website <a href="www.dgdp.gov.pk">www.dgdp.gov.pk</a> . The as 12 and 14 above and provision of door of the firm along with NTN and CST regions.	cumentary proof regarding				
imancia	สา รเสเนร	s of the firm alongwith NTN and GST regi	stration copies.				

Understood not agreed

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

- Income Tax Return b.
- Sales Tax Return C.
- Sales Tax Certificate d.
- Chamber of Commerce Industry Certificate e.
- Professional Tax Certificate (Excise & Taxation) f.
- Office/Home/Ware House Property documents g.
- Utility Bills (Phone/Electricity) h.
- Firm Vehicle/Personal Vehicle j.
- CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO k.
- **DGDP** Registration letter Ι.
- Firm Bank Statement m.
- Non Black List Certificate n.
- 2 X Witness + CNIC and Mobile Numbers p.
- Police Verification q.
- Agency Agreement r.
- **OEM Certificate** s.

	u.	Stock List with value		
	V.	Company Profile/Broache	rs	
	W.	Employees List		
	X.	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	II not be changed / withdrav	II IT clauses marked as "Understood 8 agreed agreed wn after tender opening. The IT provisions osequent contract negotiations.	Understoo not agreed
44.	The a	bove terms and conditions	are confirmed in total for acceptance.	
45.	Form	at of DPL-15 (warranty form	n) and PBG are enclosed as Annex A & B.	
			Sincerely yours,	
			(To be Signed by Officer Concerned) Rank: NAME:	

t.

ISO Certificate

#### **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)	(i) Contract No dated	
(ii)	Name of Firm/Contra	ctor
(iii)	Address of Firm/Cont	ractor
(iv)	Name of Guarantor _	
(v)	Address of Guaranton	
(vi)		e Rs
(		) (in words)
(vii)	Date of expire of Gua	rantee
(*")	Date of expire of oue	Tantoo
		slamic Republic of Pakistan through the unts (Defence Purchase) Rawalpindi.
Sir,	ironor or wintery Acce	unto (Berenoe i di ondoe) itawaipinan
Oii,		
1.	Whereas your good s	elf have entered into Contract No dated
	with Messer	s
	/F II NI	ame and Address)
the (	Contract is the submissomer to your good self	ur customer and that one of the conditions of sion of unconditional Bank Guarantee by our for a sum of Rsapplicable)
	In compliance with th undertake as under: -	is stipulation of the contract, we hereby agree
	ence to our Customer	onditionally on demand and/or without any and amount not exceeding the sum or Rs.  Rupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	
b.	To keep this Guarant	ee in force till
year store Cust if an unde the I there recei	ahead of the original/exes which so ever is late omer i.e. M/sy must be duly received this Bank Guarantee ast date of the validite eafter shall not be enter pt of payment under	his Bank Guarantee shall be kept one clear stended delivery period or the warrantee of the r in duration on receipt of information from our or from your office. Claim, ed by us on or before this day. Our liability shall cease on the closing of banking hours on the closing of banking hours on the closing of banking hours on this Bank Guarantee. Claim received tained by whether you suffer a loss or not. On this guarantee, this document i.e. Bank bancelled, discharged and returned to us.

d. That we shall inform your office r of this Bank Guarantee one clear month this 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/alternsuch like actions do not increase our Guarantee which shall be limited only	o 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) Firm's Address :	
8.	Date of Establishment of Firm :	-
9.	Firm's Registration Certificate with FBR/Chamber of Co (Attach Copy of relevant CERTIFICATE)	mmerce/Registrar of Companies
10.	In case PARTNERSHIP (Attach particulars at serial 1,	2,3,4,5 and 6 of each partner).
(K	indly fill in the above form and forward it under your ow	n 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				
<u>Sig</u>				