INVITATION TO TENDER FORM

- 1. Schedule to Tender No. 1022333/R-2201/340474 dated 24 Jan 22 This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 23 Feb 2022. Please drop tender in the Tender Box No 204.
- 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. 6680-99-192-2735 PATT NO. 301-08432-00 Portalevel Liquid Level Indicatr CO2S/Halon Gaseous 189/226	02 Each		
	OEM Address: M/s Lidbury Ltd United Kingdom			

NOTE:

1. OEM certified stores to be accepted 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 to DP (NAVY) at E-mail address cins@paknavy.gov.pk, inpsectorate1@paknavy.gov.pk. Hardcopy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates will be black listed.

2. KPT/PORT/WHARFAGE/ALLIED CHARGES

All port & dock charges will be paid at actual (if applicable) by supply officer. PN Embarkation Headquarters, West Wharf Road, Karachi on submission of their bills duly verified by Commanding Officer PN EHQ in Pak Currency.

- 3. Marking on the package must be legible. Packing of fragile stores to be marked with appropriate international symbol.
- 4. Firm will submit a affidavit that the original earnest money is attached with commercial offer in separate envelope and copy of the same is attached with technical offer.
- 5. Firm will comply / confirm all IT clauses on its technical offer and original technical offer on firm's letter head pad along with DP-1, DP-2 & DP-3 duly signed and stamped on each page are required **in DUPLICATE**.

Above mentioned price includes 17% Sale Tax (Please tick Yes or No) 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. Part payment and part

supply is allowed.

3. **Origin of Stores.** Imported

(To be indicated in Technical Offer)

4. Origin of OEM. Imported

(To be indicated in Technical Offer)

Technical Scrutiny Report. 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, consignee

enduser and specialist enduser (GM ICE and

Control) at firm's premises.

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

be followed as per PPRA Rule 36 (b).

12. Earnest Money/

Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA

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

under:-

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

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

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

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

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

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

13. Return of Earnest Money:

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

14. Special Note.

- a. All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).
- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.
- c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo. Acceptance of firm's offer, firms not registered with DGDP is subject to security clearance. All firms who do not provide requisite documentary or security wise not cleared by DGDP (FS Team) will be rejected.
- d. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- e. Company registration certificates are to be attached with offer.
- f. Requisite amount of earnest money (in shape of Bank Draft in the favour of CMA (DP)) is to be attached in **separate envelop in sealed condition with the Technical offer.** Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted.

- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer in duplicate.
- h. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- j. Only registered supplier on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- k. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayer list is submitted alongwith payment documents.

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

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

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

SPECIAL INSTRUCTIONS

SOURCE OF SUPPLY

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

ORIGIN OF SUPPLY

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

UPDATES & CURRENT INFORMATION

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

DOCUMENTATION REQUIRED

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

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

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 N	No & Date			
Tender D	Description			
IT Openi	ng Date			
Firm Nar	me			
Postal A	ddress			
Email Ad	Idress for Correspondence			
	Person Name			
Contact I	Number (Landline) (Mobile	9)
Docume	ents to be Attached with Quotation			—,
	submit its proposal in a sealed envelope which	shall	contain 03 x Sea	aled
	s as per details given below:			
Sealed	Envelop 1 – Technical Offer in Duplicate			
This en	velope must contain 02 x sets of Technical Offer	(01 x)	Original + 01 x	Copy). Each
Set mus	st contain following documents as per this order	and S	upplier is to mar	k tick
✓ agair	nst each to ensure that these documents have be	en at	tached:	
S No	Document		Original Set	Copy Set
1.	Bank Challan		_	
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted – without Price) (where	Э		
	applicable)			
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 v DGDP)	vith		
11.	Tax Filling Proof			
<u>Sealed</u>	Envelop 2 – Earnest Money			
	This Envelop must contain Earnest Money only			
Sealed	Envelop 3 – Commercial Offer			
4	This Envelop must contain following documents		0	
1.	Firm's Commercial Offer		Original	
2.	Principal Invoice (where applicable)		Original	
3.	Dully filled DP-2 Form of IT	01 x	Original	

Firm's Declaration

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

Firm's Authorized Signatures

Directorate of Procurement (Navy) Through Bahria Gate

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

Email: dpn@paknavy.gov.pk

TENDER SUMMARY

Tender I	No & Date:		
	Description:		
Technic	al Opening Date:		
Comme	rcial Opening Date:		_
Technic	al Opening Details		
S No	Name of the Supplier	OEM	Quoted Model
	• • • • • • • • • • • • • • • • • • • •		

			<u>DP-3</u>
Tend	der No	Name of the Firm	
		Fax No	
		Mobile No of contact persor	n
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	Sir		
sche of te rema and comi 2. I/\ Cont of F Conc and/ store	We hereby offer to supply to the Director dule to the tender inquiry or such portion ander at the prices offered against the same and valid up to 120 days and will not be the conditions already stated therein or munication of acceptance to be dispatch. We have understood the Instructions to tract in Form No. DDP&I (Revised-2019) Pakistan, Ministry of Defence (Director ditions Governing Contracts" and have the or patterns quoted in the schedule here is required and my/our offer is to stirements.	n thereof as you may specify in the specify it is schedule and further agree to withdrawn or altered in terms on before this date. If we shall ed within the prescribed time. The orders and General Conditions of the pamphlet entition of the pamphlet entition of the pamphlet entition of the specific eto and am/are fully aware of	in the acceptance that this offer will as of rates quoted all be bound by a ditions Governing itled, Government rchase) "General fications/drawings the nature of the
3. T	he following pages have been added to	and form part of this tender:	
b		Voura faithfully	
		Yours faithfully,	
		(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	<u>ISTRUCTIONS</u>		
Dear Sir / Madam,			
1. DP (Navy) invites you to tender for services as per details given in attached Sche			
2. <u>Caution</u> : This tender and subsequenthe successful bidder is governed by the rules Rules-2004 and DPP&I (Revised 2019) cover contracts laid down by MoDP / DGDP. As a person you and your firm to first acquaint you (www.ppra.org.pk) and DPP&I-35 (Revised 2) from DGDP Registration Cell on Phone No. Of the tender. If your firm / company possesses capability, you must be registered or willing the award of contract, which shall be made after required registration documents mentioned in	ering general terms & conditions of otential bidder, it is incumbent upon ourself 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. TI/T (Invitation to Tender) i.a.w PPRA Rules entered into between the parties i.e. the Directorate General Defence Purchase (Daccordance with the law of contract Act, 187 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 as be clearly marked nercial Offer", tender transportation, insufely. Total price of mentioned. In case reserves the right than one options were	as in words in the doing fact on remarked and de comment of the co	ne currency me a separate so ate of opening be etc are to add against the one option offe technically ac	entioned in IT. It ealed envelope . Taxes, duties, be indicated tender is to be red by the firm, cepted option if	Understood agreed	Understood not agreed
specific literatu envelo numbe hour af	Technical Offer: (Vations in DUPLICA re/brochure, drawing pe and clearly marker and date of opening ter the date and time confirm/comply with	TE (or as specings and compliant of the compliant of the compliant of the complex	fied in IT) alon ce metrics in a ffer" without pri er shall be oper ender mentione	g with essential separate sealed ces, with tender ned first; half and in DP-2. Firms	Understood agreed	Understood not agreed
S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	availability enclosed from broc Literature, q	_	
	d: C = Fully Comply, nust clearly identify where					
please tender due to highligl	Special Instruction be read point by po conditions should be non-acceptance onted alongwith your be rejected.	int and understo e responded cle f tender condit	ood properly be early. In case o ions(s), the sa	fore quoting. All of any deviation ame should be	Understood agreed	Understood not agreed
copy of in the I proposed called	Firms shall submit to f commercial offer and the commercial offer and all in bold. The commercial for and the technical are to be enclosed in	nd two copies o arly marked "Teo mercial offer will I offer will not in	of the technica chnical proposa include rates of dicate the rate	I offer as asked al", "Commercial of items/services s. Both types of	Understood agreed	Understood not agreed

properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

	e. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be	Understood agreed	Understoon not agree
	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 Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad		
5. the da	<u>Date and Time For Receipt of Tender.</u> Tender must reach this office by ate and time specified in the Schedule to Tender (Form DP-2) attached.	Understood agreed	Understood not agreed
receiv time w legitim openir courie	Directorate will not accept any excuse of delay occurring in post. Tenders ed after the appointed/ fixed time will NOT be entertained. The appointed vill, 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 267412 well before the opening date / time.		
accep for op registe Tende	Tender Opening. Tenders will be opened as mentioned in the schedule to c. 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. The service of the specified in DP-2 would be rejected without the tion and returned un-opened i.a.w Rule 28 of PPRA-2004.	Understood agreed	Understood not agreed
7.	Validity of Offer.		
	a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer. 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.	Understood agreed	Understood not agreed
	b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied	Understood agreed	Understood not agreed

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. For registered firm(s), case will be referred to DGDP for necessary b. Understood Understood agreed not agreed 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 un- Understood C. Understood

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.

registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.

ial Understood Understood
In agreed not agreed
he ______

not agreed

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

Understood agreed Understood not agreed

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

13. **Treasury Challan.**

Attached Not Attached

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

14.	Earn	est Money/Tender Bond:- Your tender must be accompanied by a	Attached	Not
Call	Depos	it Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following		Attache
amoı	unts:-			
	a.	Rates for Contract. The rate of earnest money and its maximum		
	ceilin	g for different categories of firms would be as under:-		

- (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.100 Million.
- (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.150 Million.
- (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.

b. Return of Earnest Money

- (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- (ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).
- **15.** <u>Documents for provisional registration:</u> In case your firm wins a contract on Earnest Money (EM), it will deposit following documents to DGDP (Registration Section) before the award of contract for provisional registration:-

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

g.	Photocopy	of NTN	Photocopy of passport			
h.	Foreign Agreemer	Principal at in case of loo	Trading	Agreement House/ /Stockiest et	in case of Company/ c.	

•	•	, ,	Understood not agreed
•	of the contract.		
17. Warra	Condition of Stores. anty/Guarantee Form DPL-1	Brana new eteree will be accepted on I limb	Understood not agreed
18. submi	Documents Required. tted along with the quote:	J 1	Understood not agreed
	a. OEM/Authorized Dealership Evidence.	Dealer/Agent Certificate along with OEM	

- b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.
- c. Original quotation/Principal/OEM proforma invoice.
- d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.
- e. Submit breakup of cost of stores/services on the following lines:
 - (i) Imported material with break down item wise along-with import duties.
 - (ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-
 - (1) General Sales Tax
 - (2) Income Tax
 - (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
 - (4) Any other tax/duty.
 - (iii) Fixed overhead charges like labour, electricity etc.
 - (iv) Agent commission/profit, if any.
 - (v) Any other expenditure/cost/service/remuneration as asked for in the tender.

19. of con	tract concluded against this tender may be rejected as follows: a. 1 st rejection on Govt. expense b. 2 nd rejection on supplier expense c. 3 rd rejection contract cancellation will be initiated.	Understood agreed	Understood agreed
sched duties, value (Bank (Accou power demar the su for upt year a extend days a of the	Security Deposit/Bank Guarantee. To ensure timely and correct 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 pplier within 30 days from the date of issue of the contract and remain valid to 60 days after completion of warranty period and remain in force till one ahead of the delivery date given in the contract. If delivery period is ded, the supplier shall arrange the extension of Bank Guarantee within 30 after the original delivery period to keep its validity always one year ahead extended delivery period. The BG form can be obtained from DP(N) on eddress given on page 1. Format of BG is enclosed at Annex B.	Understood	Understood 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 erwise. Following provisions must be clearly read & understood for strict iance:	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 dpn@paknavy.gov.pk	Understood agreed	Understoo not agreed
	b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.	Understood agreed	Understoo 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	Understoo not agreed

22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).	Understood agreed	Understood not agreed
23. Pre-shipment Inspection . PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.	Understood agreed	Understood not agreed
24. <u>Amendment to Contract.</u> Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.	Understood agreed	Understood not agreed
25. Discrepancy . The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.	Understood agreed	Understood not agreed
 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. c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be 	Understood agreed	Understood not agreed
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	
are liable to be imposed on the suppli	ers 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 exc	eed 10% of the contract value.			

31. Risk Purchase. In the event of fa with the contractual obligations the contractual expense (RE) of the supplier in accordance			
32. Compensation Breach of Contract supply the contracted stores or contract is or contract become ineffective due to de equipment declared defective and caused shall be liable to pay to the Government coresulting for his default or from the rescission rescission take place such compensation with imposed by the competent authority. Committed will be decided by the purchase officer and in Government treasury in the currency of contract supplies the contract of the contract o	cancelled either on RE or without RE efault of supplier / seller or stores / d loss to the Government, contractor empensation for loss or inconvenience on of his contract when such default or will be in excess to the RE amount, if pensation amount in terms of money will be deposited by contractor / seller	Understood agreed	Understood not agreed
33. <u>Gratuities/Commission/Gifts</u> . No compensation in any form shall be paid to representative, sales promoter or any interexcept the agent commission payable as p government and as amended from time to breach of such clause(s) of the contract I sole nominated representative may resultable blacklisting of the Manufacturer/Supplier fi punitive measure which the purchaser may	mediary by the Manufacturer/Supplier per the agent commission policy of the time and given in the contract. Any by Manufacturer/Supplier and/or their sult in cancellation of the contract mancial penalties and all or any other	Understood agreed	Understood not agreed
34. <u>Termination of Contract.</u>			
decides to terminate the contract for reasons of Non-Delivery) he sh Supplier a registered notice to that e accept delivery at the contractores/goods/services which are in the contractores.	rrency of the contract the Purchaser or any reason whatsoever (other than all have right to do so by giving the effect. In that event the Purchaser will act price and terms of such the actual process of manufacture that within thirty days after receipt by the	Understood agreed	Understood not agreed
 b. In the case of remainder of the the the them. 	the undelivered stores/goods/services		
(i) To have any part then thereof at the contract price or	reof completed and take the delivery r.		
the articles or sub-component Supplier and are in the actuate to be determined by the Purcl	ng quantity and pay to the Supplier for the or raw materials purchased by the all process of manufacture at the price haser. In such a case materials in the I be delivered by the Supplier to the		
· · · · · · · · · · · · · · · · · · ·	ever be made for any materials not yet manufacture on the date notice of		

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.

	Directorate of Freedrich (Harry), Harrangina	Understood agreed	Understoo not agreed
•	rejections may be communicated to the bidder upon written		
request, but justif	cation for grounds is not required as per PPRA Rule 33 (1).		
	and subsequent actions arising there from come within the	Understood agreed	Understood not agreed
complete secrecy	cial Secrets Act, 1923. You are, therefore, requested to ensure regarding documents and stores concerned with the enquiry imber of your employees having access to this information.		
	dgment. Firms will send acknowledgement slips within 07 days ownloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood agreed	Understood not agreed
38. Disqualifi	cation. Offers are liable to be rejected if:-		
	eived later than appointed/fixed date and time. ers are found conditional or incomplete in any respect.	Understood agreed	Understood not agreed
	re is any deviation from the General /Special/Technical		
Instruction	s contained in this tender.		
	ns DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are		
	ved with the offers.		
d. Tax	es 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.
- I. If the validity of the agency agreement is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.
- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.

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

55.	Appear	s by Supplier/Hill. Ally agglieved			Understood
decision of DP (N) or CINS or any other problematic area towards the execution agreed not agreed not agreed					
compr	ising P	ct may prefer an Appeal to Standing N Officers and military finance rep e detail and timeline for preferring appea	at Naval headquarters,		
	S.No.	Category of Appeal	Limitation Period		
	a.	Appeals for liquidated damages	Within 30 days of decision		
	b.	Appeals for reinstatement of contracts	Within 30 days of decision		
	C.	Appeals for risk & expense amount	Within 30 days of decision		
	d.	Appeals for rejection of stores	Within 30 days of decision		
	e.	Appeals in all other Cases	Within 30 days of decision		
40. 39 abo		ion. Any appeal received after the lapson of	e of timelines given in para	Understood agreed	Understood not agreed
JJ abt	ove silali	Thou be entertained.			
41.	For Fir	ms not Registered with DGDP. Firms	not registered with DGDP u	Inderstood	Understood

by Supplier/Firm Any aggricyod Supplier/Firm agginst the

financial status of the firm alongwith NTN and GST registration copies.

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

undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website www.dgdp.gov.pk. These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding

not agreed

Understood not agreed

a. NTN

for ground check by FS Team:

20

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

	t.	ISO Certificate	
	u.	Stock List with value	
	V.	Company Profile/Broachers	
	W.	Employees List	
	Χ.	Firm Categories	
	у.	Sole Proprietor Certificate	
	Z.	Partnership Deed	
	aa.	Pvt Limited	
	ab.	Memorandum of Articles	
	ac.	Form 29 and Form A	
	ad.	Incorporation Certificate	
_	ed" sha	solomnly undertake that all II elevisee marked on "Understood V	derstoo agreed
44.	The a	above terms and conditions are confirmed in total for acceptance.	
45.	Forma	at 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)		or
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
(vi)	Amount of Guarantee Rs.	
() (in words)
(vii)	Date of expire of Guarant	,
		nic Republic of Pakistan through the (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self h	ave entered into Contract No.
	with Messer's	
	(Full Name	and Address)
Rupe	ees/FE (as	a sum of Rsapplicable) pulation of the contract, we hereby agree
and ı	undertake as under: -	
		tionally on demand and/or without any lamount not exceeding the sum or Rs. Rupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	do wedia se memberioa in year
b.	To keep this Guarantee in	force till
store Custerif and under the I there recei	ahead of the original/extends which so ever is later in comer i.e. M/sy must be duly received by this Bank Guarantee shall ast date of the validity of eafter shall not be entertained to for payment under this	Bank Guarantee shall be kept one clear ded delivery period or the warrantee of the duration on receipt of information from our or from your office. Claim, y us on or before this day. Our liability cease on the closing of banking hours on this Bank Guarantee. Claim received by whether you suffer a loss or not. On s guarantee, this document i.e. Bank celled, discharged and returned to us.

d. That we shall inform your office re- of this Bank Guarantee one clear month this Guarantee.	
e. That with the consent of our custerm/clause of the contract or add/delecontract without making any reference to to receive any such amendment/alternat such like actions do not increase our multiple Guarantee which shall be limited only	ete any term/clause to/from this us. We do not reserve any right ion or addition/deletion provided nonetary liability under this Bank to Rs (Rupees
f. That the Bank Guarantee herein by any change in the constitution of t Vendor.	
g. That this an unconditional Bar enchased on sight on presentation Customer/Seller or Vendor.	
	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	andly fill in the above form and forward it under your owr	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	
Sig	