INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>1908334/R-2105/340529</u> dated <u>25 Oct 2021</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>24 Nov 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.	PATT NO. 8340-50-503-9261 SHAMIANA SIZE: 18FT X 36FT COMPLETE WITH ALL ACCESSORIES	37 No		
	LIST OF ACCESSORIES:			
	IRON PIG X 06 ROPE X 06 WITH FRILL ALL ROUND BAMBOO X 06 (BIG SIZE 12 FT) HAMMER X 01			
2.	PATT NO. 8340-PK-507-3827 TENT 400LBS DOUBLE PLY WITH COMPLETE ACCESSORIES	100 No		
	LIST OF ACCESSORIES:			
	02 X STANDING POLES LENTH 12FT 01 X RICH POLE LENGTH 06 FT TENT SIZE (20 X 06 FT) KANAT SIZE (16 X 06 FT) ROPE 40 IN NUMBER LENGTH 12 FT IRON NAILS 40 IN NUMBER LENGTH 02 FT HAMMER LARGE 02 IN NUMBER			
	PARENT EQUIPMENT: FOR GENERAL USE			
	SPECIFICATION: ADVANCE SAMPLE TO BE APPROVED BY CINS ITEM NO-01 AS PER ANNEX A ITEM NO-02 AS PER ANNEX B & C			

NOTE:

- 1. Joint Inspection to be carried out by rep of CINS, consignee & user.
- 2. Marking on the package must be legible. Packing of fragile stores to be marked with appropriate international symbol.
- 3. 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.
- 4. 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**.

Abo	ve mentioned pri	ce includes	17%	Sale	Tax	
(Plea	se tick Yes or No)					
Yes		No				
Grai	nd Total	-				

Terms & Conditions

1. **Special Instructions**. N/A

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

order and issuance of CRV.

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

(To be indicated in Technical Offer)

4. **Origin of OEM.** Local

(To be indicated in Technical Offer)

Technical Scrutiny Report. Required.

6. **Delivery Period.** 06 Month after signing of contract

7. Currency. 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. Joint Inspection to be carried out by rep of CINS,

CINS, consignee & user.

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 upto-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

DETAILED SPECIFICATION – SHAMIANA

1. Material: Specifications PSG-248, 100% Cotton Cloth.

2. Colour: Cedar Green BCC 80.

3. Print: White.

4. Rope: PSG-101, 100% Cotton, dia 1 Inch Qty 08 in Number Length 25 feet.

5. Iron Pin: 08 in Number, Length 18 inch, dia 1 ¼ inch.

6. Bamboo: PSG-758 & 759, Qth 06 In number, Min dia of bottom 3.5 inch should be Rot proofed(treated with preservative), length 12 feet min.

7. Hammer: 05 Lbs with handle.

8. Handle matrial: Kahoo/ Sissoo or Teak wood of 2.5 feet length.

9. Eyelets brass: PSG-283.

DETAILED SPECIFICATIONS - TENTS

- 1. PSG-600 of 170.
- 2. Following specification are to be referred alongwith PSG-600.
 - i. PSG-248 for inner fly, Duck cotton 10 OZ, Undyed, Natural.
 - ii. PS-319 of 1986 for outer fly, Canvas cotton 14 OZ, Shade Cedar Green-BCC80, Water and Rot proof.
 - iii. PSG-177 of 1965 for inner fly lining, Cloth cotton, Dosootie 7 OZ, Shade Union Jack Blue-BCC218.
 - iv. PSG/591 for Salitah medium (MK-2).
 - v. PSG/757 for ridgepole (In one piece).
 - vi. PSG/758 for standing poles (in one piece) min dia at bottom 3.5 inch at top min 2.5 inch.
 - vii. PSG-83 only for Make/Shape material which should be iron steel (Non-corrosive) and dimension A: 18 inch, B: 01 inch, C: 3.5 inch, D: 0.375 inch, E: 3 inch, F: 1.5 inch.
 - viii. PSG-549 (a) for material of Tent bag (Canvas jute).
 - ix. PSG-586 Bags for tent, Pins.
 - x. PSG-282 for Cloth Netting Cotton.
 - xi. PSG-283 for Eyelets Brass.
 - xii. PSG-101 for Cord Cotton Hawserlaid.
 - xiii. PSG-345 for Tape Newar, Undyed cotton.
 - xiv. PSG-536 for line Cotton.
 - xv. PSC-205 for Thread Cotton.
 - xvi. PSG-448 for Thread Cotton 4/12s, Thread for quilting 8 inch apart by hand stitch.
 - xvii. IM/1314 for Tent runner.
 - xviii. PSG-9 (b) Vegetable tanned leather piece insert in between the all caps (Center cap and End cap for strengthening).
 - xix. PSG 113 for Sheeting.
 - xx. A Flapper of 12 inch width should be seam around the outer side inner fly walls alongwith 'D' seaming.
 - xxi. Screen weather for tent.
 - xxii. Tent pin iron with spares.
- 3. PSG 583: Pitching plan for guidance only.
- 4. All exposed portion should be Cedar Green Shade No. BCC.80.
- 5. Outer fly, Inner fly, Rope, Lines, Cordages and Bamboo Ridge/ Poles should be Rot proofed.

LIST OF ACCESSORIES FOR ITEM NO.2 (TENT 400 LBS)

S.NO	ITEMS	QTY
1.	Rope with Toggles:	01 IN NO.
2.	Screen weather:	01 IN NO.
3.	Tent Pole standing for Tent:	400 LBS.
4.	Tent Pole Ridge for Tent	400 LBS.
5.	Tent Salitah	01 IN NO.
6.	Bags made of Canvas for tent, bagtor poles/ Ridges & Pins:	03 IN NO.
7.	Hammer iron 02 Kg with handle wood KAHOO/SISSOO or Teak.	02 IN NO.
8.	Tent pin iron Lg 24 inch for tent 400 LBS alongwith	06 spares.
9.	Tent Pin iron medium Lg 18 inch for tent 400 LBS alongwith.	06 spares.
10.	Rope, Cord & line made of cotton for Tent.	400 LBS.

<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	lo & Date				
Tender D	escription				
IT Openi	ng Date				
Firm Nar	ne				
Postal A	ddress				
Email Ad	dress for Correspondence				
	Person Name				
Contact I	Number (Landline)	(Mobile	======================================	
Docume	nts to be Attached with Qu		`		 ,
	submit its proposal in a sea		shall	contain 03 x Sea	aled
	as per details given below:				A. G. G.
Liivolope	ao per detaile given belew.				
Sealed	Envelop 1 – Technical Offer	in Duplicate			
This en	velope must contain 02 x set	s of Technical Offe	r (01 x	Original + 01 x	Copy). Each
Set mus	st contain following documen	ts as per this order	and S	upplier is to mar	k tick
✓ agair	st each to ensure that these	documents have b	een at	tached:	
S No	Document			Original Set	Copy Set
1.	Bank Challan				
2.	Principal Authorization Lette	er (where applicab	le)		
3.	Principal Invoice (Muted - v	vithout Price) (whe	re		
	applicable)				
4.	DP -1 Form of IT (with com				
5.	DP – 2 Form of IT with com		jainst		
	each clause of the Annex A	.)			
6.	Technical Offer / Specs				
7.	Annex A of IT (with complia				
8.	Annex B & C of IT (with con				
9.	DP-3 form of IT (dully filled				
10.	DGDP Registration Letter (IDGDP)	f firm is registered	with		
11.	Tax Filling Proof				
Sealed	Envelop 2 – Earnest Mone	Y		ı	
	This Envelop must contain	Earnest Money only	у.		
Sealed	Envelop 3 – Commercial O	ffer			
	This Envelop must contain	following document			
1.	Firm's Commercial Offer		01 x	Original	
2.	Principal Invoice (where ap	plicable)		Original	
3.	Dully filled DP-2 Form of IT		01 x	Original	

Firm's Declaration

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

Firm's Authorized	Signatures	

Directorate of Procurement (Navy) Through Bahria Gate

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

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

Email: dpn@paknavy.gov.pk

TENDER SUMMARY

Tender No	0 & Date:		
Lender De	escription:		
Technical	Opening Date:		
Commerci	ial Opening Date:	_	
	· • ===================================		
Technical	l Opening Details		
recillical	Opening Details		
O N =	Name of the Occupition	OFNA	Overteed Mandal
S No	Name of the Supplier	OEM	Quoted Model

Tender 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 Sir	
schedule to the tender inquiry or such portion tender at the prices offered against the said remain valid up to <u>120 days</u> and will not be w	r of Procurement (Navy) the stores detailed in thereof as you may specify in the acceptance of schedule and further agree that this offer will ithdrawn or altered in terms of rates quoted and before this date. I/we shall be bound by a d within the prescribed time.
Contract in Form No. DP-35 (Revised 2002) in Pakistan, Ministry of Defence (Directorate Governing Contracts" and have thoroughly	Tenders and General Conditions Governing neluded in the pamphlet entitled, Government of eneral Defence Purchase) "General Conditions examined the specifications/drawings and/ or am/are fully aware of the nature of the stores crictly in accordance with the requirements.
3. The following pages have been added to a	nd form part of this tender:
a b	
C	Yours faithfully,

(Signature of Tenderer)

Address.....

..... (Capacity in which signing)

Address:.... Date..... Signature of Witness.....

DIRECTORATE PROCUREMENT (NAVY)

	Tender No	
M/s		
Date	e	
INVITATION TO TENDER AND GENERAL	INSTRUCTIONS	
Dear Sir / Madam,		
1. DP (Navy) invites you to tender for the as per details given in attached Schedule to	e supply of stores/equipment/ services Tender (Form DP-2).	
2. <u>Caution</u> : This tender and subsect the successful bidder is governed by the rules-2004 and DPP&I-35 (Revised 2017) contracts laid down by MoDP / DGDP. As a you and your firm to first acquaint (<u>www.ppra.org.pk</u>) and DPP&I-35 (Revised from DGDP Registration Cell on Phone Nothe tender. If your firm / company possess capability, you must be registered or willing award of contract, which shall be made after required registration documents mentioned in	covering general terms & conditions of a potential bidder, it is incumbent upon yourself with PPRA Rules 2004 d 2017) (print copy may be obtained b. 051-9270967 before participating in es requisite technical as well financial g to register with DGDP to qualify for er security clearance and provision of	
3. <u>Conditions Governing Contracts</u> . To (Invitation to Tender) i.a.w PPRA Rules 20 into between the parties i.e. the 'Purchaser' Defence Purchase (DGDP) contract Form 'contract Act, 1872 and those contained Instructions and DP-35 (Revised 2017) and added to given contract for the supply of	and the 'Seller' on Directorate General "DP-19" in accordance with the law of in Defence Purchase Procedure & d other special conditions that may be	Understoo not agreed

herein.

commercial o	offers are to be furnish		oe in single ar	nd indicate price Understood	Understoo
quoted should "Comn freight Total p In case to acc	I in figures as well a be clearly marked in high clearly marked in high control of the items quote of more than one of the lowest technically the din Technical Scrutters as well as w	as in words in ted in fact on read of an fact on ance charges et ted against the ted against option offered by ted accepted option	the currency mage a separate date of opening are to be indicated in the control of the firm, DP(N)	nentioned in IT. agreed sealed envelope g. Taxes, duties, icated separately. clearly mentioned. reserves the right	not agreed
	Technical Offer: (Nations in DUPLICA) ire/brochure, drawing	TE (or as spec	<u>cified in IT)</u> alo		Understoo not agreed
envelo numbe hour a	pe and clearly mark or and date of opening fter the date and time confirm/comply with	ed "Technical C ng. Technical of e for receipt of t	Offer" without p fer shall be ope tender mentione	rices, with tender ened first; half an ed in DP-2. Firms	
S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	In case of non availability of enclosed proof from brochure/ Literature, quote/ attach additional documents/ data/undertaking as proof of compliance	
(<u>Firms r</u> c. please tender	be read point by po conditions should be	e their offer does no ns. Tender docu pint and underst e responded clea	ot meet or deviates uments and its tood properly b arly. In case of	s conditions ma Understood efore quoting. A agreed any deviation due	Understoo not agreed
		nditions. Tende	er may howeve		Understoo
copy of the IT propose called offers	of commercial offer are and envelops clear sal" in bold. The comfor and the technical are to be enclosed bearing to	nd two copies o arly marked "Te nmercial offer wi al offer will not i in separate cove	f the technical echnical propose Il include rates ndicate the rate ers and each e	offer as asked agreed sal", "Commercial of items/services es. Both types of envelope shall be	not agreed

Delivery of Tender. The tender documents covering technical and

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. <u>FORM DP-1, DP-2, DP-3 and Questionnaires.</u> Form DP-1, DP-2 Understood agreed (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.	Understo not agree
	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	
Director after thowever legitimes openir	Date and Time For Receipt of Tender. Tender must reach this office to Understood agreed and time specified in the Schedule to Tender (Form DP-2) attached. The orate will not accept any excuse of delay occurring in post. Tenders received the appointed/ fixed time will NOT be entertained. The appointed time will, over, 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 courier e, you may confirm their receipt at DP (Navy) on Phone No 051-well before the opening date / time.	Understood not agreed
accept for ope repres after o	Tender Opening. Tenders will be opened as mentioned in the schedule dependent of the commercial offers will be opened at later stage if Technical Offer is four dependent table on examination by technical authorities of Service HQ. Date and time dening of Commercial offer shall be intimated later. Only legitimate / registered dependent of the sentative of firm will be allowed to attend tender opening. Tenders received date & time specified in DP-2 would be rejected without exception and ded un-opened i.a.w Rule 28 of PPRA-2004.	Understood not agreed
7.	Validity of Offer.	
	a. The validity period of quotations must be indicated and shou Understood invariably be 120 days from the date of opening of commercial offer. Fire agreed 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 not agreed
	b. The quoting firm will certify that in case of an additional requiremen of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.	Understood not agreed

8. Part Bid. Firm may quote for the whole or any portion, or to state it Understood the tender that the rate quoted, shall apply only if the entire quantity/range c agreed stores is taken from the firm. The Director Procurement reserves the right or accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.	
	erstood igreed
10. Return of I/T. ITs are to be handled as per following guidelines:	
	erstood agreed
	erstood igreed
	erstood igreed
The state of the s	erstood agreed
12. I TOVICION OF DOCUMENT TO COOK OF CONTRACT.	erstood 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. <u>Treasury Challan.</u>	
a. Offers by registered firms must be accompanied with a Challan form Attached 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'	ot ttached

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.	Earnest Money/Tender Bond:- Your tender must be accompanied by a	Attached	Not
Call	Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following		Attache
amou	ints:-		
	a. Rates for Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-		

- (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.100 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 Principal Agency	Agency Agreement in case of			

		Agreement in case of local agent. Trading House/ Company/ Exporter /Stockiest etc.	
nspe	gnee & ction sh	ction Authority. CINS, Joint Inspection will be carried out by INS Understood agreed not	
17. Varra		ition of Stores. Brand new stores will be accepted on Firm' Understood arrantee Form DPL-15 enclosed with contract.	
18. submi		ments Required. Following documents are required to b Understood Under not agreed not agreed not agreed	
	a. Evider	OEM/Authorized Dealer/Agent Certificate along with OEM Dealership	
	Conformation Courier Conformation	The firm/supplier shall provide correct and valid e-mail and Fax No to and DP(N). Supplier/contracting firm shall either provide OEM remance Certificate to CINS or is to be e-mailed to CINS under tion to DP (Navy). Hard copy of COC must follow in any case through er. On receipt, CINS shall approach the OEM for verification of remance Certificates issued by OEM. Companies/firms rendering false Conforming Certificates will be blacklisted.	
	C.	Original quotation/Principal/OEM proforma invoice.	
		In case of bulk proforma invoice, a certificate that prices indicated in alk proforma invoice have not been decreased since the date of bulk ma 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. Rejection of Stores/Services. The stores/services offered as a result (Understood contract concluded against this tender may be rejected as follows: a. 1st rejection on Govt. expense

Understood agreed

 b. 2nd rejection on supplier expense c. 3rd rejection contract cancellation will be initiated. 	
20. Security Deposit/Bank Guarantee. To ensure timely and correct Supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from schedule Bank for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.	Understood not agreed
21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gift: Understood commission and inducement of any kind or their promises thereof by Supplier Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	Understood not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespectiv Understood of their financial value. However, a written Integrity Pact shall be signed for agreed 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 not agreed
b. If a Supplier / Contractor is found involved in any unbusiness-like Understood unethical activity, same would be considered a serious breach of the lintegrity 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 not agreed
c. It is strictly forbidden to socialize, call or meet any official / staff of D Understood (Navy) in private or during off hours. If any official / staff from Purchaser sid 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 not agreed
22. <u>Correspondence.</u> All correspondence will be addressed to the Purchase Understood i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receip agreed may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).	Understood not agreed

I.T, fi expen	Pre-shipment Inspection. PN may send a team of officers including DP(\) Understood ber for the inspection of major equipments and machinery items at OEI agreed sees as per terms of contract. If not already provided for and mentioned in the rm(s) must clarify the place, number of persons, duration and whether also on such visits would be borne by the Purchaser or Contractor. In case actor is responsible for bearing such expenses, detailed breakdown of the should be given separately in the commercial offer.	Understood not agreed
	Amendment to Contract. Contract may be amended/modified to includ Understood clause (s) modify the existing clauses with the mutual agreement by the agreed er and the purchaser; such modification shall form an integral part of the act.	Understood not agreed
	Discrepancy. The consignee will render a discrepancy report to a Understood erned within 60 days after receipt of stores for discrepancies found in the agreed gnment. The quantities found short are to be made good by the supplier, free st.	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 controlle Understood by the government or an agency competent to do so on government beha agreed 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 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 supply of equipment due to event of Force Majeure such as acts of Go agreed War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.	Understood not agreed

b.	The Supplier shall provide the Purchaser with all the necessary proof
of the	e occurrence of the events and its effect on the contract performance
withir	n 30 days from the start to force majeure event.
	·
C.	The Purchaser shall be entitled to conduct investigation into the

- 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 arisin Understood	Understood
under this contract through friendly discussions in good faith. In the event the 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.
- The arbitration award shall be firm and final.

cause of delay reported by the Supplier.

- 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 mont Understood	Understood
are liable to be imposed on the supplier	s by the purchaser in accordance with DF agreed	not agreed
35, if the stores supplied after the exp	piry of the delivery date without any valiu	
reasons. Total value of LD shall not exce	eed 10% of the contract value.	

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

32.	Compensation Breach of Contract.	lf	the	contractor	fails	1
supply	the contracted stores or contract is cancelled	eith	er on	RE or without	out RE	(

Understood understood agreed not agreed

contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

33. Gratuities/Commission/Girts. No commission, repaire, bonus, lee (Understood	Understood
compensation in any form shall be paid to any local or foreign agent, consultar agreed	not agreed
representative, sales promoter or any intermediary by the Manufacturer/Supplier	
except the agent commission payable as per the agent commission policy of the	
government and as amended from time to time and given in the contract. Any	ш
breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole	
nominated representative may result in cancellation of the contract blacklisting of	
the Manufacturer/Supplier financial penalties and all or any other punitive measure	
which the purchaser may consider appropriate.	
34. <u>Termination of Contract.</u>	
If at any times during the company of the contract the Durchest we	
a. If at any time during the currency of the contract the Purchase Understood	Understood not agreed
decides to terminate the contract for any reason whatsoever (other than fo	
reasons of Non-Delivery) he shall have right to do so by giving the Supplier	
a registered notice to that effect. In that event the Purchaser will accept	
delivery at the contract price and terms of such stores/goods/services which	
are in the actual process of manufacture that is completed and ready for	

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

delivery within thirty days after receipt by the Supplier of such notice.

- (i) To have any part thereof completed and take the delivery thereof at the contract price or.
- (ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.
- (iii) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.
- c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

35. <u>Rights Reserved.</u> Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. 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 connecte understood with this enquiry and subsequent actions arising there from come within the scop agreed	Understood not agreed
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. Acknowledgment. Firms will send acknowledgement slips within 07 day of the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood not agreed
38. <u>Disqualification.</u> Offers are liable to be rejected if:-	
a. Received later than appointed/fixed date and time. Understood	Understood
b. Offers are found conditional or incomplete in any respect.	not agreed
c. There is any deviation from the General /Special/Technical	
Instructions contained in this tender. d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are	
NOT received with the offers.	
d. Taxes and duties, freight/transportation and insurance charges NOT	
indicated separately as per required price breakdown mentioned at Para 17.	
e. Treasury challan is NOT attached with the offer.	
f. Multiple rates are quoted against one item.	
g. Manufacturer's relevant brochures and technical details on major	
equipment assemblies are not attached in support of specifications.	
j. Subject to restriction of export license.	
k. Offers (commercial/technical) containing non-initialed/	
unauthenticated amendments/corrections/overwriting.	
I. If the validity of the agency agreement is expired.	
m. The commercial offer against FOB/CIF/C&F tender is quoted in local	
currency and vice versa. n. Principals invoice in duplicate clearly indicating whether prices quoted	
are inclusive or exclusive of the agent commission is not enclosed.	
p. Earnest money is not provided.	
q. Earnest Money is not provided with the technical offer (or as	
specified).	
r. If validity of offer is not quoted as required in IT or made subject to	
confirmation later.	
s. Offer made through Fax/E-mail/Cable/Telex.	
t. If offer is found to be based on cartel action in connivance with other	
sources/ participants of the tender.	
u. If OEM and principal name and complete address is not	
mentioned.	
v. Original Principal Invoice is not attached with offer.	
39. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the Understood decision of DP (N) or CINS or any other problematic area towards the execution agreed	Understood not agreed
the contract may prefer an Appeal to Standing Appeal Committee (SAC)	

comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

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

40. <u>Limitation.</u> Any appeal received after the lapse of timelines given in pal agreed agreed 39 above shall not be entertained.	Understood not agreed
39 above shall not be entertained.	
41. For Firms not Registered with DGDP. Firms not registered with DGD Understood undertake to apply for registration with DGDP prior signing of Contract. Details careed	Understood not agreed
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 financial status of the firm alongwith NTN and GST registration copies.	
42. Firms which are not registered with DGDP should initiate provision Understood registration in accordance with Para 41. Besides, ground check by Field Securi agreed (FS) Team will be made for security clearance related to participation in the tender	Understood not agreed
after technical opening. Firms undertake to provide following documents for ground check by FS Team:	

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise & Taxation)
- g. Office/Home/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- 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
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles

_	We solemnly undertake that all IT cla ed" shall not be changed / withdrawn after oted shall form the baseline for subsequent of	tender opening. The IT provision	Understood agreed	Understood not agreed
44.	The above terms and conditions are confir	med in total for acceptance.		
45.	5. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.			
	Sincerely yours,			
	(To be S Rank: Name:	igned by Officer Concerned)		

Form 29 and Form A

Incorporation Certificate

ac.

ad.

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 $\underline{\textbf{01 Year}}$ after the acceptance of stores by the end user

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

SIGNATURE	_
DATE	
PLACE	

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

(i)	Contract No	dated
(ii)	Name of Firm/Contractor	
(iii)	Address of Firm/Contract	or
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
(vi)	Amount of Guarantee Rs.	
() (in words)
(vii)	Date of expire of Guarant	ee
		mic Republic of Pakistan through the
Cont	troller of Military Accounts	s (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self h	ave entered into Contract No.
	with Messer's	
	/Full Nam	e and Address)
custo	omer to your good self fo	of unconditional Bank Guarantee by our ra sum of Rsapplicable)
	In compliance with this stundertake as under: -	pulation of the contract, we hereby agree
refer	ence to our Customer an	litionally on demand and/or without any damount not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	
b.	To keep this Guarantee in	n force till
ahea which Cust any i this E date not E paym	nd of the original/extended of the so ever is later in durage omer i.e. M/s	ank Guarantee shall be kept one clear year delivery period or the warrantee of the stores ration on receipt of information from our or from your office. Claim, if it is on or before this day. Our liability under the on the closing of banking hours on the last Guarantee. Claim received thereafter shall you suffer a loss or not. On receipt of this document i.e. Bank Guarantee must be defeated to us.

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

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 Cor (Attach Copy of relevant CERTIFICATE)	mmerce/Registrar of Companies.
10.	In case PARTNERSHIP (Attach particulars at serial 1,2	2,3,4,5 and 6 of each partner).
(1	Kindly 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		
Sig		
<u>Sig</u>		