Tender Covering Form

<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 I	No & Date		
Tender I	Description		
IT Open	ing Date		
Firm Na	-		
Postal A			
	ddress for Correspondence		
	·		
Contact	Person Name		
Contact	Number (Landline) (Mobile)	
<u>Docume</u>	ents to be Attached with Quotation		
	to submit its proposal in a sealed envelope which shall con s as per details given below:	tain 03 x Seale	ed
This en contain	Envelop 1 – Technical Offer in Duplicate velope must contain 02 x sets of Technical Offer (01 x Origina following documents as per this order and Supplier is to mark see documents have been attached:		
S No	Document	Original Set	Copy Set
1.	Bank Challan		
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted – without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP – 2 Form of IT with compliance remarks against each clause of the Annex A)		
6.	Technical Offer / Specs		
7.	Annex A of IT (with compliance remarks)		
8.	Annex B & C of IT (with compliance remarks)		
9.	DP-3 form of IT (dully filled & signed)		
10.	DGDP Registration Letter (If firm is registered with DGDP)		
11.	Tax Filling Proof		
Sealed	Envelop 2 – Earnest Money		
	This Envelop must contain Earnest Money only.		
Sealed	Envelop 3 – Commercial Offer		
	This Envelop must contain following documents:		
1.	Firm's Commercial Offer 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.

01 x Original

01 x Original

Principal Invoice (where applicable)

Dully filled DP-2 Form of IT

Firm's Authorized S	Signatures		
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DP-1

DIRECTORATE PROCUREMENT (NAVY)

DIRECTORATETION	CONLINE (NAVI)		
M/e	Tender No Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk		
M/s			
	Date		
INVITATION TO TENDER AND GENERA	AL INSTRUCTIONS		
Dear Sir / Madam,			
1. DP (Navy) invites you to tende services as per details given in attached \$	r for the supply of stores/equipment/ Schedule to Tender (Form DP-2).		
2. <u>Caution</u> : This tender and substitute successful bidder is governed by the Rules-2004 and DPP&I-35 (Revised 201 of contracts laid down by MoDP / DGDF upon you and your firm to first acquing (www.ppra.org.pk) and DPP&I-35 (Revise from DGDP Registration Cell on Phone I the tender. If your firm / company posses capability, you must be registered or will award of contract, which shall be made a required registration documents mentioned.	9) covering general terms & conditions P. As a potential bidder, it is incumbent aint yourself with PPRA Rules 2004 sed 2019) (print copy may be obtained No. 051-9270967 before participating in sees requisite technical as well financial ing to register with DGDP to qualify for after security clearance and provision of	Understood agreed	Understoo
3. Conditions Governing Contracts I/T (Invitation to Tender) i.a.w PPRA F entered into between the parties i.e. Directorate General Defence Purchase accordance with the law of contract Act Purchase Procedure & Instructions and I conditions that may be added to given co Services specified herein.	the 'Purchaser' and the 'Seller' on e (DGDP) contract Form "DP-19" in , 1872 and those contained in Defence DP-35 (Revised 2019) and other special	Understood agreed	Understo not agree
4. Delivery of Tender. The tender commercial offers are to be furnished as	er documents covering technical and under:-		

Understood agreed

Understood not agreed

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

Understood

not agreed

Understood not agreed

S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	PC of NC i.e. Refer to page or	1

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)
(Firms must clearly identify where their offer does not meet or deviates from IT Specs)

- c. <u>Special Instructions.</u> Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.
- d. Firms shall submit their offers in two separate envelopes (i.e. two copies of commercial offer and two or more copies of the technical offer as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial

offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 e. Understood Understood agreed not 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. f. The tender duly sealed will be addressed to the following:-Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk Date and Time For Receipt of Tender. Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. Understood Understood not agreed This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468 well before the opening date / time. **Tender Opening.** Tenders will be opened as mentioned in the schedule to Understood Understood agreed not agreed tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. The validity period of quotations must be indicated and should Understood Understood agreed not agreed invariably be 120 days from the date of opening of Technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per

5.

6.

7.

original offer) i.a.w PPRA Rule-26.

 The quoting firm will certify the requirement of the contract items (s) in a months from the date of signing the contract the ongoing contract rates with discountract rates. 	any qty(s) within a period of 12 act, these will also be supplied		
8. Part Bid. Firm may quote for the who the tender that the rate quoted, shall apply only stores is taken from the firm. The Director Producepting the whole or any part of the tender or and firm shall supply these at the rate quoted.	if the entire quantity/range of accurement reserves the right of		Understood not agreed
9. Quoting of Rates. Only one rate will be wise. In case quoted rates are deliberately kep trick other competitors for winning contract as loright to reject such offers on-spot besides confise Security and take appropriate disciplinary act components will be considered w.e.f. opening of Rule-30(2).	ot hidden or lumped together to west bidder, DP(N) reserves the cating firm's Earnest Money / Bid ion. Conversion rate of FE/LC	Understood agreed	Understood not agreed
a. In case you are Not quoting, please the reason of NOT quoting. In case of quoted or not quoted consequently on thr the interest of economy, will consider th from our future distribution list of invitation b. For registered firm(s), case will be	failure to return the ITs either ee occasions, this Directorate, in e exclusion of your firm's name to tender. referred to DGDP for necessary	Understood agreed	Understood not agreed
administrative action if firms registered / in do not quote / participate. c. It is a standard practice to invite registered with DGDP who gave their proposals to end users / indentors. If participate in the tender, you must either your inability to do so, you must inform DF	e all firm(s) including those un- preliminary budgetary/ technical your firm has been invited to participate in tender. In case of		
11. <u>Withdrawal of Offer</u> . Firms shall offers before signing of the contract and within case the firm withdraws its offer within validity contract, Earnest Money of the firm shall be comay also be initiated for embargo up to 01 year.	period and before signing of the	Understood agreed	Understood not agreed
 12. Provision of Documents in case of Conwins a contract, it will deposit following documents. a. Proof of firm's financial capability. b. Foreign Seller has to provide its respective Department of Commerce author. c. Principal/Agency Agreement. d. Registration with DGDP (Provisional) 	ts before award of contract: Registration Number issued by orizing export of subject stores.	Understood agreed	Understood not agreed

13.	Treas	sury Challan.			
	Treas Head	of Rs.200/- (obtainable from cury) and debit able to Major I	nust be accompanied with a Challan State Bank of Pakistan/Government Head C02501-20, Main Head-12, Subd 1/845/30). Each offer will be covered	Attached	Not Attache
	comp	acquire prior approval from I	exed with DGDP (Registration Section) DP (Navy) to participate in the tender ion accompanied by Challan Form of		
•	Order/I		our tender must be accompanied by a leceipt (CDR) in favor of CMA (DP),	Attached	Not Attach
	a. ceilin	Rates for Contract. The rate for different categories of firm	e of earnest money and its maximum is would be as under:-		
		(i) Registered/Indexed/F value subject to maximum ce	Pre-Qualified Firms . 2% of the quoted iling of Rs. 0.2 Million.		
			fied but Un-indexed Firms. 3% of aximum ceiling of Rs. 0.2 Million.		
			-Qualified/Un-indexed Firms. 5% of aximum ceiling of Rs. 0.4 Million.		
		Security furnished with tender conditions (Clause 14 of Disubject. We have no object. We have no object.)	Earnest Money. Earnest Money/Bid er is strictly in conformity of tender/IT P-1 and clause 10 of DP-2) on the jection on confiscation of Earnest ection of our offer in case amount of s improper/insufficient in violation of IT		
	b.	Return of Earnest Money			
		(i) Earnest money returned on finalization	to the unsuccessful bidders will be of the contract.		
		· · ·	of the firm/firms with whom contract is ned on submission of Bank Guarantee CMA (DP).		
	act on	- · · ·	deposit following documents to DGDP contract for provisional registration:-	Understood agreed	Understoo Not agree
S	•	l Supplier	Foreign Supplier		
a.	Thre				

	of each member of management.	management.		
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.		
C.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.		
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.		
e.	Challan Form	Challan Form		
f.	Bank Statement for last one year.	Financial standing/audit balance sheet		
g.	Photocopy of NTN	Photocopy of passport		
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.		

	Consignee & Specialist Use	, , , , , , , , , , , , , , , , , , ,	Understood agreed	Understood not agreed
•	of the contract.	a in Dr. do and Fr. d. r. (Nevided 2010) of do per		
17. Warra	Condition of Stores. anty/Guarantee Form DPL-1	Brana new eterce will be accepted on I lime	Understood agreed	Understood not agreed
18. submi	Documents Required. tted along with the quote:	3	Understood agreed	Understood not agreed
	a. OEM/Authorized Dealership Evidence.	Dealer/Agent Certificate along with OEM		
	• •	hall provide correct and valid e-mail and Fax No pplier/contracting firm shall either provide OEM		

c. Original quotation/Principal/OEM proforma invoice.

false OEM Conforming Certificates will be blacklisted.

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.

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

e. Submit breakup of cost of stores/services on the following lines:

Imported material with break down item wise along-with import duties. Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-General Sales Tax (1) (2) Income Tax (3)Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable. Any other tax/duty. Fixed overhead charges like labour, electricity etc. (iii) Agent commission/profit, if any. (iv) Any other expenditure/cost/service/remuneration as (v) asked for in the tender. The stores/services offered as a result Understood Rejection of Stores/Services. Understood of contract concluded against this tender may be rejected as follows: agreed 1st rejection on Govt. expense 2nd rejection on supplier expense 3rd rejection contract cancellation will be initiated. Security Deposit/Bank Guarantee . To ensure timely and correct Understood Understood not agreed supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedule Bank of Pakistan for an amount upto 5 / 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 CDR/Bank Draft/Pay Order. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B. Integrity Pact. There shall be "zero tolerance" against bribes, gifts, Understood Understood agreed not agreed 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:

19.

20.

21.

a.

b.

C.

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 available www.ppra.org.pk at can be requested dpnavy@paknavy.gov.pk

- b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, **PERMANENT BLACKLISTING** of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.
- c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

	activities.							
	<u>Correspondence.</u> All correspondence will be addressed to the aser i.e. DP (Navy). Correspondence with regard to payment or issue of	Understood agreed	Understood not agreed					
	delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).							
	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							
mention and v Contra								
	Amendment to Contract. Contract may be amended/modified to include clause (s) modify the existing clauses with the mutual agreement by the er and the purchaser; such modification shall form an integral part of the act.	Understood agreed	Understood not agreed					
	<u>Discrepancy</u> . The consignee will render a discrepancy report to all rned within 60 days after receipt of stores for discrepancies found in the	Understood agreed	Understood not agreed					
free o	gnment. The quantities found short are to be made good by the supplier, f cost.							
26.	Price Variation.							
	a. Prices offered against this tender are to be firm and final.							
	b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual	Understood agreed	Understood not agreed					
	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 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
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

agreed

Understood

not agreed

- 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 mak	ke their a	attempt to	settle a	all dispute	s arising	Understood	Understood
under	this contract	through	friendly of	discussio	ons in go	od faith.	. In the ev	ent that	agreed	not agreed
either	party shall p	erceive	such frie	endly dis	scussion	to be n	naking ins	sufficient		
progre	ss towards s	ettlemen	t of dispu	ite (s) at	t any time	e, then s	such party	may be		
written	notice to the	other pa	arty refer	the disp	ute (s) to	final and	d biding a	bitration		
as pro	vided below.	•	-	•	. ,		J			

- 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.

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 Islamabad, Pakistan shall have jurisdiction to decide the matter.	Understood agreed	Understood not agreed
30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with	Understood agreed	Understood not agreed
DP-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.		
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	Understood agreed	Understoo not agreed
with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.		
32. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE	Understood agreed	Understood not agreed
or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.		
33. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant	Understood agreed	Understood 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 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>	Understood	Understood
a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will	agreed	not agreed
accept delivery at the contract price and terms of such		

The arbitration award shall be firm and final.

c.

stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
 - (i) To have any part thereof completed and take the delivery thereof at the contract price or.
 - (ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.
 - (iii) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.
- 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.

reserve Ground	Rights Reserved. Directorate of Procurement (Navy), Rawalpindies full rights to accept or reject any or all offers including the lowest. It is such rejections may be communicated to the bidder upon written the type of the procurement of the	Understood agreed	Understo
with th	Application of Official Secrets Act, 1923. All the matters connected is enquiry and subsequent actions arising there from come within the of the Official Secrets Act, 1923. You are, therefore, requested to ensure	Understood agreed	Understood not agreed
comple	ete secrecy regarding documents and stores concerned with the enquiry limit the number of your employees having access to this information.		
-	Acknowledgment. Firms will send acknowledgement slips within 07 days e date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood agreed	Understood not agreed
38. <u>l</u>	Disqualification. Offers are liable to be rejected if:-		
;	a. Received later than appointed/fixed date and time.	Understood	Understood
l	b. Offers are found conditional or incomplete in any respect.	agreed	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.

- Taxes and duties, freight/transportation and insurance charges d. NOT indicated separately as per required price breakdown mentioned at Para 17.
- Treasury challan is NOT attached with the offer. e.
- f. Multiple rates are quoted against one item.
- Manufacturer's relevant brochures and technical details on major g. equipment assemblies are not attached in support of specifications.
- Subject to restriction of export license.
- (commercial/technical) Offers containing non-initialed/ k. unauthenticated amendments/corrections/overwriting.
- If the validity of the agency agreement is expired. Ι.
- The commercial offer against FOB/CIF/C&F tender is quoted in m. local currency and vice versa.
- Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- Earnest money is not provided.
- Earnest Money is not provided with the technical offer (or as q. specified).
- If validity of offer is not quoted as required in IT or made subject to confirmation later.
- Offer made through Fax/E-mail/Cable/Telex. s.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- If OEM and principal name and complete address is not mentioned.
- Original Principal Invoice is not attached with offer.

39. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the Understood	Understood
decision of DP (N) or CINS or any other problematic area towards the execution agreed	not agreed
of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, 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		

(FS) Team will be made for security clearance related to participation in the

	a.	Appeals for liquidated damages	Within 30 days of decision		
	b.	Appeals for reinstatement of contracts	Within 30 days of decision		
	C.	Appeals for risk & expense amount	Within 30 days of decision		
	d.	Appeals for rejection of stores	Within 30 days of decision		
	e.	Appeals in all other Cases	Within 30 days of decision		
		ion. Any appeal received after the lapson not be entertained.	e of timelines given in para	Understood agreed	Understood not agreed
41.	For Fir	ms not Registered with DGDP. Firms	not registered with DGDP		
underta	ake to a	apply for registration with DGDP prior sion DGDP website www.dgdp.gov.pk .The	gning of Contract. Details	Understood agreed	Understood not agreed
	•	as 12 and 14 above and provision of doos of the firm alongwith NTN and GST regi	,		
		which are not registered with DGDP accordance with Para 41. Besides, grou	•	Understood agreed	Understood not agreed

tender 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

- g. Office/Home/Ware House Property documentsh. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO

Professional Tax Certificate (Excise & Taxation)

- 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

f.

- u. Stock List with value
- v. Company Profile/Broachers
- w. Employees List
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

43. We solemnly undertake that all IT clauses marked as "Understood 8	Understood agreed	Understood not agreed
Agreed" shall not be changed / withdrawn after tender opening. The IT provisions		
accepted shall form the baseline for subsequent contract negotiations.		

- 44. The above terms and conditions are confirmed in total for acceptance.
- 45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.

	Sincerely yours,
(To be Signo Rank: Name:	ed by Officer Concerned)

DPL-15 (WARRANTY)

FIRM'S NAME: M/s_	 	

- 1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.
- 2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).
- 3. This warranty shall remain valid for <u>01 Year</u> after the acceptance of stores by the end user

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

SIGNATURE	
DATE	
PLACE	

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

(i)	Contract No	dated
(ii)	Name of Firm/Contract	or
(iii)	Address of Firm/Contra	ctor
(iv)	Name of Guarantor	
(v)	Address of Guarantor _	
(vi)		Rs
() (in words)
(vii)	Date of expire of Guara	untee
(*)	Date of expire of educate	
		amic Republic of Pakistan through the
	troller of Willitary Accou	nts (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good sel	f have entered into Contract No.
••	Timerede year geed ee	dated
	with Messer's	
	/ -	
	•	ne and Address)
		customer and that one of the conditions of
		on of unconditional Bank Guarantee by our
		or a sum of Rs.
Kupe	ees/FE (as	applicable)
	In compliance with this undertake as under: -	stipulation of the contract, we hereby agree
a. refer		nditionally on demand and/or without any and amount not exceeding the sum or Rs. Rupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	<u> </u>
b.	To keep this Guarantee	e in force till
year store Cust if an unde the I there recei	ahead of the original/extensions which so ever is later if omer i.e. M/s y must be duly received at this Bank Guarantee shall ast date of the validity eafter shall not be entertaint of payment under	s Bank Guarantee shall be kept one clear ended delivery period or the warrantee of the n duration on receipt of information from our or from your office. Claim, by us on or before this day. Our liability hall cease on the closing of banking hours on of this Bank Guarantee. Claim received ined by whether you suffer a loss or not. On this guarantee, this document i.e. Bank neelled, discharged and returned to us.

of this Bank Guarantee one clear month this Guarantee.	h before the actual expiry date of
e. That with the consent of our custerm/clause of the contract or add/del contract without making any reference to receive any such amendment/alternations used like actions do not increase our reguarantee which shall be limited only	ete any term/clause to/from this ous. We do not reserve any right ation or addition/deletion provided monetary liability under this Bank
f. That the Bank Guarantee herein by any change in the constitution of Vendor.	
g. That this an unconditional Ba enchased on sight on presentation Customer/Seller or Vendor.	ink Guarantee, which shall be without any reference to our
	Guarantor
Dated:	
	(Bank Seal and Signatures)

That we shall inform your office regarding termination of the validity

d.

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

Mr	Authorized signatory/
Partner/MD of M/s	, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and	Directorate General Defence Purchase, Ministry
of Defence Production, Rawalpi	ndi that our firm M/s
has applied for registration with [Director General Defence Purchase (DGDP) duly
completed all the documents r	required by registration section on
(date) i,e before signing the	contract. I certify that the above mentioned
statement is correct. In case it	is detected on any stage that our firm has not
	ector General Defence Purchase or statement
•	n will be liable for disciplinary action initiated (i,e
<u> </u>	s with other Defence Establishment and Govt
, ,	y disciplinary action taken will not be challenged
in any Court of Law.	
	Signature
Station:	Name :
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No DICP/IND/M/2029123/R-2011/320219 dated ______. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 25-01-2022. Please drop tender in the Tender Box No 110.
- 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. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOT PRI	
1.	PARENT EQUIPMENT PERKINS DG 750 KVA Model: 4008 TAG I S No: DGA 080849U0613D OEM ADDRESS M/S PERKING EGNINES CO LTD FRANK PERKINS WAY EAST FIELD, PETERBROUGH CAMBS UNITED KINGDOM PE 1.5NA, 19 TEL: 01733 582386 FAX: 01733 582947 www.perkins.com Email: mcdermaindmelissa@perkin.com	As per Annex A	Price quoted package	to as	be a
Check FOR/FOB case above mentioned price includes 17% sale Tax (Please tick Yes or No)		Yes	١	No	

Note: All participating firms are required to read DP(N) requirement carefully and provide compliance against IT. No amendment will be made after submission of proposals without provision of documentary evidence.

Terms & Conditions

1. **General Instructions**. Attached

2. <u>Terms of Payment.</u> 100% after issuance of CRV. CRV to be issued

after successful acceptance / inspection of

stores.

Origin of Stores. Preferred by UK

4. Origin of OEM. M/S Perking Engines Co Ltd, UK

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

- 6. **Delivery Period.** 06 Months
- 7. Trade Link between firm and OEM.
- 8. <u>Currency.</u> Pak Rupees.
- 9. Basis for acceptance. FOR Basis
- 10. <u>Bid validity.</u> The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
- 11. <u>Tendering procedure</u> Single Stage- Two Envelopes bidding procedure will be followed. PPRA Rule 36 (b) refers.
- 12. <u>Earnest Money/Tender Bond</u>:- Your tender must be accompanied by a **Pay Order/Demand draft/Call Deposit Receipt (CDR)** in favor of CMA (DP) in separate envelope, Rawalpindi for the following amounts:
 - a. <u>Rates for Contract</u>. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
 - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4 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).

13. **Special Note**.

All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.
- b. 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.

- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. 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 Taxpayers list is submitted alongwith payment documents.
- e. 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.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot. Tender Opening Board is authorized to check earnest money. AUTHORIZATION LETTER IS MANDATORY FORM YOUR PRINCIPAL FIRM AT THE TIME OF PARTICIPATION IN TENDER.
- h. Under taking on stamp paper w.r.t adequacy of submitted earnest money is also be enclosed.
- j. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- k. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- I. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

NOTE: IN CASE OF FAILURE TO COMPLY ABOVE INSTRUCTIONS, TERMS AND CONDITIONS, OFFER WILL LIABLE FOR REJECTION.

LIST OF ITEMS

S NO	PART NO	NSN	DI	ESCRIPTION		P/EQUIPMENT	QTY
1.	SE652T/919-041	2815795090525	TURBO CHAR	GER			01
2.	680/117 / 997-927	2920795090545	CONTROL UNI				02
3.	SE120F/49 10000-62434	4710795090519	PIPE OIL				01
4.	536/17 / 988-378	2815795091614	SPRING				09
5.	SE8E / 934-616	2815795090489	FOLLOWER				05
6,	314081 / 981-926	5305795090488	GRUB SCREW				04
7.	995-256	5815795128947	NOZZLE INJEC	TOR KIT			16
8.	503/256 / 10000-52740	5306795092984	BOLT				24
9.	SE153L / 934-580	2815795054653	PUSH ROD AS:	SY			02
10.	554/109 / 930-759	5330795054711	OIL SEAL (PLA	Accessed to the second			03
11,	SE116AC/	2935795109713	- CHARLES AND COLUMN CONTRACTOR	ngwith 11 x line it	ems)		01
	20000-13064		ITEM	PART NO.	QTY		
			JOINT	983.790	01	PERKIN DG	
			NUT	02		100	
			PLAIN WASHER	986-722	02	750KVA Model: 4008 TAG I	
	7.		CLAMP	10000-38387	02		
			UNION	10000-49280	01	S NO: DGA	
			FUEL PIPE	10000-49582	01	080849U0613D	-
			PIPE FUEL	10000-49583	01	Manager Commence of the Commen	
			PIPE	10000-38389	01		
			BRACKET	10000-38390	01		
			UNION	988-872	01		
			UNION	10000-49500	01		
12.	SE142/7 / 987-205	2910795093043	RAIL				04
13.	644/17 / 981-929	2915795092501	BUSH				01
14.	1682692C1 / 997-871	3030145085237	BELT FAN	NAT THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUM			10
15.	10000-00637	2910795139354	FUEL INJECTO	OR PUMP			02
16.	TO SERVICE HE SERVICE AND ADDRESS OF THE SERVICE	2815997648351	PISTON RING	KIT			18
17:	858/25, 858/35 10000-91315	5120795170095	INJECTOR		4		06
18.	T400726/ 10000-71935	2910755215606	INJECTOR				06
19.	SE91T/8SE920D	2815795092988	CONNECTING	BOD			08

SPECIAL INSTRUCTIONS

Firm's Remarks Comply / Not Comply

c. OEM Lab Test Certificate, / FATs report is not

required.

- d. Import documents comprising landing / Airway Bill or Shipping Bill and Bill of Entry duly endorsed with the name of supplying firm, if the item is sourced from abroad by local supplier/ Authorized dealer of OEM.
- 8. Firm / Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier / Contracting Firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP(Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies / firms rendering false OEM conformance `certificates shall be blacklisted. OEM's "Certificate of Conformity" originating from Principal who is neither the OEM nor 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.

Tennen M	No	Name of The Circu	<u>DP-3</u>
	No	Name of the Firm	
То:	THE DIRECTOR OF PROCUREMENT (SECTION P-32) House No B-2, Hilal Road, Sector F-11/1, Islamabad Tel: 051-9267407		
DEAR SIR		Date	

1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF PROCUREMENT (NAVY) THE STORES DETAILED IN SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION THEREOF AS YOU MAY SPECIFY IN THE ACCEPTANCE OF TENDER AT THE PRICES OFFERED AGAINST THE SAID SCHEDULE AND FURTHER AGREE THAT THIS OFFER WILL REMAIN VALID UP TO 120 DAYS AND WILL NOT BE WITHDRAWN OR ALTERED IN

TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY STATED THEREIN OR ON BEFORE THIS DATE.

I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITHIN THE

PRESCRIBED TIME.

2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM NO. DP-35 (REVISED 2002) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS.

3.	THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FORM PART OF THIS TENDER:

B	Α.			 					 	 	 	 	 																					
C	В.								 		 	 																						
	C.								 		 																							

Address.....

*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

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

IMPORTANT

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

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