INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2101148/R-2111/340304</u> dated <u>15 Dec 20</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>12 Jan 2022</u>. Please drop tender in the Tender Box No <u>204.</u>
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped.

SCHEDULE OF STORES

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE (RS)	TOTAL PRICE (Rs)
1.	NSN NO. 5510-70-519-9134			
	KAIL WOOD SLEEPER GRADE-A (LOCAL)			
	PARENT EQUIPMENT	2000.00		
	KAIL WOOD (TIMBER)	(CUBIC		
	CIZE.	FEET)		
	SIZE: LENGTH: 08 To 16 FEET			
	WIDTH : 08 To 14 INCH			
	THICKNESS: 06 To 08 INCH			
	SPECIFICATION:			
	ATTACHED			
	PSG-69 (For Visual Inspection Only)			
	Mositure Content: 06% to 18%			

NOTE:

- 1. Firm/Supplier shall provide correct and valid E-mail and Fax No. to CINS and DP(N). Supplier/contracting firm shall either provide OEM conformance certificate to CINS or is to be E-mailed to CINS under intimation to DP (NAVY) at E-mail address cins@paknavy.gov.pk, inpsectorate1@paknavy.gov.pk. Hardcopy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates will be black listed.
- 2. Marking on the package as per specs NS/MISC/002/80 must be legible. Packing of fragile stores to be marked with appropriate international symbol.
- 4. Firm will submit a affidavit that the original earnest money is attached with commercial offer in separate envelope and copy of the same is attached with technical offer.

5. Firm will comply / confirm all IT clauses on its technical offer and original technical offer on firm's letter head pad along with DP-1, DP-2 & DP-3 duly signed and stamped on each page are required **in DUPLICATE**.

	e includes 17% Sale Tax
(Please tick Yes or No)	
Yes	No
Grand 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. Part payment and part

supply is allowed.

3. Origin of Stores. Indigenous

(To be indicated in Technical Offer)

Origin of OEM Local

(To be indicated in Technical Offer)

5. <u>Technical Scrutiny Report.</u> Required.

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

7. <u>Currency.</u> Pak Rupees

8. **Basis for acceptance.** FOR

9. **Bid Validity.** The validity period of quotations must be

indicated and should invariably be 120 days from the date of opening of commercial offer or. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days or less as per original offer) i.a.w PPRA

Rule-26.

10. Place of Inspection. Inspection will be carried out by CINS

at firm's premises.

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

be followed as per PPRA Rule 36 (b).

12. <u>Earnest Money/</u> Bid Security:

Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi in separate envelope and outside attached with technical offer. The rate of earnest money and its maximum ceil for

different categories of firms would be as under:-

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

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

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

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

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

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

13. **Return of Earnest Money:**

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

14. Special Note.

- a. All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).
- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.
- c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo. Acceptance of firm's offer, firms not registered with DGDP is subject to security clearance. All firms who do not provide requisite documentary or security wise not cleared by DGDP (FS Team) will be rejected.
- d. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- e. Company registration certificates are to be attached with offer.

- f. Requisite amount of earnest money (in shape of Bank Draft in the favour of CMA (DP)) is to be attached in **separate envelop in sealed condition with the Technical offer.** Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted.
- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer in duplicate.
- DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- j. Only registered supplier on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- k. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayer list is submitted alongwith payment documents.

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

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

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

SPECIAL INSTRUCTIONS

SOURCE OF SUPPLY

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

ORIGIN OF SUPPLY

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

<u>UPDATES & CURRENT INFORMATION</u>

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

DOCUMENTATION REQUIRED

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

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

<u>INSPECTION</u>

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

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

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

Tender N	lo & Date			
Tender D	Description			
IT Openi	•			
Firm Nar	ne			
Postal Ad	ddress			
Email Ad	dress for Correspondence			
	Person Name			
Contact I		(Mobile	غ	<u> </u>
	nts to be Attached with Quotation	(100011)		/
	submit its proposal in a sealed envelope which	chall .	rontain 03 v Se	hala
	s as per details given below:	Silali	Jonain 03 x 3ea	aleu
Livelops	s as per details given below.			
Sealed	Envelop 1 – Technical Offer in Duplicate			
	velope must contain 02 x sets of Technical Offe	r (01 x	Original + 01 x	Copy). Each
	st contain following documents as per this order	•	•	
	ast each to ensure that these documents have b		• •	
S No	Document		Original Set	Copy Set
1.	Bank Challan		Original Cot	0000000
2.	Principal Authorization Letter (where applicable	le)		
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 ag	ainst		
	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)	141		
10.	DGDP Registration Letter (If firm is registered	with		
11.	DGDP)			
	Tax Filling Proof			
Sealeu	Envelop 2 – Earnest Money This Envelop must contain Earnest Money only	,		
Sealed	Envelop 3 – Commercial Offer	y .		
<u>ocaica</u>	This Envelop must contain following document	s.		
1.	Firm's Commercial Offer		Original	
2.	· ·			
3.	Dully filled DP-2 Form of IT		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 D Technica	lo & Date:		
	cial Opening Date:al Opening Details		
S No	Name of the Supplier	OEM	Quoted Model

		<u>DP-3</u>
Tende	er No	Name of the Firm
		DGDP Registration No
		Mailing Address
		Date
		Telephone No
		Official E-Mail
		Fax No
		Mobile No of contact person
To:		Wobile 140 of contact person
10.	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	
sched of ten remai	lule to the tender inquiry or such portion der at the prices offered against the said n valid up to 120 days and will not be v	of Procurement (Navy) the stores detailed in thereof as you may specify in the acceptance I schedule and further agree that this offer will withdrawn or altered in terms of rates quoted on before this date. I/we shall be bound by a
comm	nunication of acceptance to be dispatched	d within the prescribed time.
Control Part Condition and/or stores	act in Form No. DP-35 (Revised 2002) in akistan, Ministry of Defence (Director itions Governing Contracts" and have the or patterns quoted in the schedule heret	Tenders and General Conditions Governing included in the pamphlet entitled, Government rate General Defence Purchase) "General proughly examined the specifications/drawings of and am/are fully aware of the nature of the oply stores strictly in accordance with the
3. Th	e following pages have been added to ar	nd form part of this tender:
_		
0.		Yours faithfully,
		(Signature of Tenderer)
		(Congoity in which pigning)
		(Capacity in which signing)
		Address: Date
		Dale

Signature of Witness.....

Address.....

DIRECTORATE PROCUREMENT (NAVY)

	Tender No	
M/s		
INVITATION TO TENDER AND GENERAL IN	NSTRUCTIONS	
Dear Sir / Madam,		
1. DP (Navy) invites you to tender for services as per details given in attached Sche		
2. <u>Caution</u> : This tender and subseque the successful bidder is governed by the rules Rules-2004 and DPP&I-35 (Revised 2017) of contracts laid down by MoDP / DGDP. As upon you and your firm to first acquaint (www.ppra.org.pk) and DPP&I-35 (Revised 2 from DGDP Registration Cell on Phone No. (the tender. If your firm / company possesses capability, you must be registered or willing the award of contract, which shall be made after required registration documents mentioned in	s / conditions as laid down in PPRA overing general terms & conditions a potential bidder, it is incumbent yourself with PPRA Rules 2004 2017) (print copy may be obtained 051-9270967 before participating in requisite technical as well financial to register with DGDP to qualify for security clearance and provision of	
3. Conditions Governing Contracts. T I/T (Invitation to Tender) i.a.w PPRA Rules entered into between the parties i.e. the Directorate General Defence Purchase (Daccordance with the law of contract Act, 187 Purchase Procedure & Instructions and DP-3 conditions that may be added to given contract Services specified herein.	s 2004 shall mean the agreement agreement of Purchaser and the 'Seller' on DGDP) contract Form "DP-19" in 272 and those contained in Defence 35 (Revised 2017) and other special	erstood Understoo ed not agreed

	ry of Tender. The fers are to be furnish		nents covering	technical and	
quoted should "Comm freight/ separa clearly DP(N)	commercial Offer. in figures as well a be clearly marke hercial Offer", tender transportation, insu- tely. Total price of mentioned. In case reserves the right than one options were	as in words in the day of the contract on the contract of the	ne currency me a separate so ate of opening became to additional the additional t	entioned in IT. It age aled envelope . Taxes, duties, be indicated tender is to be red by the firm, cepted option if	nderstood Understoo reed not agreed
specific literatu envelop numbe hour af	Technical Offer: (We cations in DUPLICA) re/brochure, drawing the and clearly marked rand date of opening ter the date and time confirm/comply with	TE (or as specings and compliant of the compliant of the compliant of the compliant of the complex of the compl	fied in IT) alon ce metrics in a ffer" without pri er shall be opel ender mentione	g with essential age separate sealed ces, with tender ned first; half an d in DP-2. Firms	derstood Understood reed not agreed
S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	availability enclosed pr from broch	ote/ onal ı as
	d: C = Fully Comply,				
c. please tender due to highligh	Special Instruction be read point by po conditions should b non-acceptance o nted alongwith your b be rejected.	s. Tender docu int and understo e responded cle f tender condit	ments and its ood properly be early. In case o ions(s), the sa	conditions may Un fore quoting. All ago of any deviation ame should be	derstood Understoo reed not agreed
copy of in the I propos called	Firms shall submit the commercial offer and the commercial offer and in bold. The commercial are to be enclosed in	nd two copies o arly marked "Teo mercial offer will I offer will not in	of the technical chnical proposed include rates of dicate the rate	I offer as asked again, "Commercial of items/services s. Both types of	derstood Understood reed not agreed

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

	•		
sı p	FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/person. It is pertinent to mention that all these are essential requirement or participation in the tender.	Understood agreed	Understo
f.	. The tender duly sealed will be addressed to the following:-		
	Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad		
	Date and Time For Receipt of Tender. Tender must reach this office by e and time specified in the Schedule to Tender (Form DP-2) attached.	Understood agreed	Understoo not agreed
This Dir received time will legitimat opening courier	rectorate will not accept any excuse of delay occurring in post. Tenders d after the appointed/ fixed time will NOT be entertained. The appointed I, however, fall on next working day in case of closed/forced holiday. Only ite/registered representatives of firm will be allowed to attend tender g. In case your firm has sent tender documents by registered post or service, you may confirm their receipt at DP (Navy) on Phone No 67412 well before the opening date / time.		
	Tender Opening. Tenders will be opened as mentioned in the schedule to Commercial offers will be opened at later stage if Technical Offer is found	Understood agreed	Understoo not agreed
acceptal for oper registers Tenders	able on examination by technical authorities of Service HQ. Date and time ening of Commercial offer shall be intimated later. Only legitimate / ed representative of firm will be allowed to attend tender opening. It is received after date & time specified in DP-2 would be rejected without on and returned un-opened i.a.w Rule 28 of PPRA-2004.		
7. <u>V</u>	/alidity of Offer.		
u o		Understood agreed	Understood not agreed
	equirement of the contract items (s) in any qty(s) within a period of 12	Understood agreed	Understood not agreed
m	nonths from the date of signing the contract, these will also be supplied		

at the ongoing contract rates with discount. Firm may quote for the whole or any portion, or to state in 8. Understood Understood agreed not agreed the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted. Quoting of Rates. Only one rate will be quoted for entire quantity, item Understood 9. Understood not agreed wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). 10. Return of I/T. ITs are to be handled as per following guidelines: a. In case you are Not quoting, please return the tender inquiry stating Understood Understood not agreed the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender. For registered firm(s), case will be referred to DGDP for necessary b. Understood Understood agreed not agreed administrative action if firms registered / indexed for tendered items/stores do not quote / participate.

It is a standard practice to invite all firm(s) including those un- Understood C. registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.

Understood Understood agreed not agreed

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

Understood not agreed

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

Understood agreed not agreed

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

13. **Treasury Challan.**

Attached Not Attached

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

14. 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
amounts:-		
a. Rates for Contract. The rate of earnest money and its maximum		
ceiling for different categories of firms would be as under:-		

- (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.100 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 Agreemen	Principal at in case of loo		Trading	Agreement House/ /Stockiest et	in case o Company c.

•	•	CINS, Joint Inspection will be carried out by r or a team nominated by Pakistan Navy. CINS in DP-35 and PP & I (Revised 2017) or as per	Understood agreed	Understood not agreed
•	of the contract.	(
17. Warra	Condition of Stores. anty/Guarantee Form DPL-1	Brand new stores will be accepted on Firm's 5 enclosed with contract.	Understood agreed	Understood not agreed
18. submi	Documents Required. tted along with the quote:	Following documents are required to be	Understood agreed	Understood not agreed
	a. OEM/Authorized Dealership Evidence.	Dealer/Agent Certificate along with OEM		

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

19. of cont	tract concluded against this tender may be rejected as follows: a. 1 st rejection on Govt. expense b. 2 nd rejection on supplier expense c. 3 rd rejection contract cancellation will be initiated.	Understood agreed	Understood agreed
supply sched	Security Deposit/Bank Guarantee. To ensure timely and correct of stores the firm will furnish an unconditional Bank Guarantee(BG) from a ule Bank for an amount upto 10 % of the contract value (excluding Taxes, freight handling charges) on a Judicial Stamp Paper (All pages) of the	Understood agreed	Understood not agreed
value of Bank of Account power demander upt year a extended ays a of the	of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the nts Officer specified in the contract. The CMA (DP) Rawalpindi has the like of seeking encashment of the Bank Guarantee as if the same has been needed by the purchaser himself. The Bank Guarantee shall be produced by pplier within 30 days from the date of issue of the contract and remain valid to 60 days after completion of warranty period and remain in force till one shead of the delivery date given in the contract. If delivery period is ded, the supplier shall arrange the extension of Bank Guarantee within 30 after the original delivery period to keep its validity always one year ahead extended delivery period. The BG form can be obtained from DP(N) on eddress given on page 1. Format of BG is enclosed at Annex B.		
commi Firm to	Integrity Pact. There shall be "zero tolerance" against bribes, gifts, ission and inducement of any kind or their promises thereof by Supplier / p any Government official / staff whether to solicit any undue benefit, favour erwise. Following provisions must be clearly read & understood for strict iance:	Understood agreed	Understood not agreed
	a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form	Understood agreed	Understood not agreed
	is available at www.ppra.org.pk or can be requested at dpn@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	Understood agreed	Understood not agreed
	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: 051-9267412 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.	Understood agreed	Understood not agreed

Purchaser i.e delivery rece	spondence. All correspondence will be addressed to the e. DP (Navy). Correspondence with regard to payment or issue of ipt may be addressed to CMA Rawalpindi & Consignee respectively dorsed to the DP (Navy).	Understood agreed	Understood not agreed
DP(N) member of the contractor. In	hipment Inspection. PN may send a team of officers including per for the inspection of major equipments and machinery items at sees as per terms of contract. If not already provided for and the I.T, firm(s) must clarify the place, number of persons, duration expenses on such visits would be borne by the Purchaser or a case contractor is responsible for bearing such expenses, detailed the same should be given separately in the commercial offer.	Understood agreed	Understood not agreed
fresh clause	dment to Contract. Contract may be amended/modified to include (s) modify the existing clauses with the mutual agreement by the the purchaser; such modification shall form an integral part of the	Understood agreed	Understood not agreed
concerned w	epancy . The consignee will render a discrepancy report to all rithin 60 days after receipt of stores for discrepancies found in the . The quantities found short are to be made good by the supplier,	Understood agreed	Understood not agreed
26. Price a.	Variation. Prices offered against this tender are to be firm and final.		
b. contro goveri on ca Suppli and b	Where the prices of the contracted stores/raw material are alled by the government or an agency competent to do so on ment behalf then price increase/decrease will be allowed at actual se to case basis on production of government notification by the fier for the subject stores where the firms are contractually obliged bound to produce the stores from raw materials supplied by ment/State controlled departments in consultation with Military	Understood agreed	Understood not agreed
increa desira by the	Except for calculation or typographical errors, the rates of the acts not having a price variation clause PVC clause will not be sed subsequently. But when such an increase is considered ble in the interest of expeditious supply of stores and is necessitated circumstances beyond the control of the Supplier, the case may be ed accordingly.		
27. Force	Majeure.		
War, (agenc or circ	The supplier will not be held responsible for any delay occurring in of equipment due to event of Force Majeure such as acts of God, Civil commotion, Strike, Lockouts, Act of Foreign Government and its ies and disturbance directly affecting the supplier over which events umstances the supplier has no control. In such an event the supplier nform the purchaser within 15 days of the happening and within the	Understood agreed	Understood not agreed

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

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

28.	Arbitration.	Parties	shall make	their atten	npt to set	ttle all disp	outes arising	Understood	Understoo
under	this contract	through	friendly dis	scussions i	in good f	aith. In the	e event that	agreed	not agreed
either	party shall p	perceive	such friend	dly discus	sion to b	oe making	insufficient		
progre	ss towards s	ettlemen	t of dispute	(s) at any	y time, th	en such p	arty may be		
written	notice to the	other pa	arty refer the	e dispute ((s) to fina	I and bidin	g arbitration		
as pro	vided below:	•	-	-			-		

- a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.
- b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final.
- d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration
- e. All proceedings under this clause shall be conducted in English language and in writing
- 29. <u>Court of Jurisdiction</u>. In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.

30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month	Understood	Understood
are liable to be imposed on the suppliers by the purchaser in accordance with	agreed	not agreed
DP-35, if the stores supplied after the expiry of the delivery date without any valid		
reasons. Total value of LD shall not exceed 10% of the contract value.		
	1 1	1 1

31. <u>Risk Purchase.</u> In the event of failure on the part of supplier to with the contractual obligations the contract will be cancelled at the Expense (RE) of the supplier in accordance with DP-35.			
32. Compensation Breach of Contract. Supply the contracted stores or contract is cancelled either on RE or will or contract become ineffective due to default of supplier / seller or equipment declared defective and caused loss to the Government, of shall be liable to pay to the Government compensation for loss or incompresulting for his default or from the rescission of his contract when such of rescission take place such compensation will be in excess to the RE as imposed by the competent authority. Compensation amount in terms of will be decided by the purchase officer and will be deposited by contracted in Government treasury in the currency of contract.	thout RE stores / ontractor venience default or mount, if of money	Understood agreed	Understood not agreed
33. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus compensation in any form shall be paid to any local or foreign agent, or representative, sales promoter or any intermediary by the Manufacturer except the agent commission payable as per the agent commission policy government and as amended from time to time and given in the contract breach of such clause(s) of the contract by Manufacturer/Supplier and sole nominated representative may result in cancellation of the blacklisting of the Manufacturer/Supplier financial penalties and all or a punitive measure which the purchaser may consider appropriate.	onsultant /Supplier icy of the act. Any d/or their contract	Understood agreed	Understood not agreed
34. <u>Termination of Contract.</u>			
a. If at any time during the currency of the contract the P decides to terminate the contract for any reason whatsoever (or for reasons of Non-Delivery) he shall have right to do so by g Supplier a registered notice to that effect. In that event the Purch accept delivery at the contract price and terms of stores/goods/services which are in the actual process of manufactis completed and ready for delivery within thirty days after receip Supplier of such notice.	ther than iving the naser will of such otture that	Understood agreed	Understood not agreed
b. In the case of remainder of the undelivered stores/goods the Purchaser may elect either:	/services		
(i) To have any part thereof completed and take the thereof at the contract price or.	delivery		
(ii) To cancel the remaining quantity and pay to the Su the articles or sub-components or raw materials purchase Supplier and are in the actual process of manufacture at to be determined by the Purchaser. In such a case material process of manufacture shall be delivered by the Supplie Purchaser.	ed by the the price als in the		
(iii) No payment shall however be made for any materia in the actual process of manufacture on the date 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 (Nav reserves full rights to accept or reject any or all offers included)	• / ·	Understood agreed	Understoo not agreed
Grounds for such rejections may be communicated to the bido request, but justification for grounds is not required as per PPRA	ler upon written		
36. Application of Official Secrets Act, 1923. All the ma	come within the	Understood agreed	Understood not agreed
scope of the Official Secrets Act, 1923. You are, therefore, requ complete secrecy regarding documents and stores concerned and to limit the number of your employees having access to this in	with the enquiry		
37. Acknowledgment. Firms will send acknowledgement slips from the date of downloading of IT from the PPRA Website i.e. w	•	Understood agreed	Understood not agreed
38. <u>Disqualification.</u> Offers are liable to be rejected if:-			
a. Received later than appointed/fixed date and time.b. Offers are found conditional or incomplete in any res	spect.	Understood agreed	Understood not agreed
c. There is any deviation from the General /S Instructions contained in this tender.	•		
d. Forms DP-1, DP-2 (along with Annexes), and DP-3 NOT received with the offers.	duly signed, are		
d. Taxes and duties, freight/transportation and inst	urance charges		

- e. Treasury challan is NOT attached with the offer.
- f. Multiple rates are quoted against one item.
- g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.

NOT indicated separately as per required price breakdown mentioned at

j. Subject to restriction of export license.

Para 17.

- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- I. If the validity of the agency agreement is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.
- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.

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

decision of the	n of DF contrac	s by Supplier/Firm. Any aggrieved of (N) or CINS or any other problematic act may prefer an Appeal to Standing	rea towards the execution and Appeal Committee (SAC)	Inderstood greed	Understoo not agreed
•	_	N Officers and military finance rep e detail and timeline for preferring appea	•		
	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		
'				-	

	e. App	eals in all other Cases	within 30 days of decision	1	
40.		Any appeal received after the la	pse of timelines given in para	Understood agreed	Understood not agreed
39 abc	ove shall flot i	de entertained.			
41. undert		ot Registered with DGDP. Firm for registration with DGDP prior	•	Understood agreed	Understood not agreed
tender	iaw paras 12	GDP website www.dgdp.gov.pk. 2 and 14 above and provision of the firm alongwith NTN and GST research	documentary proof regarding		
		are not registered with DGD rdance with Para 41. Besides, gr	•	Understood agreed	Understood not agreed
tender		made for security clearance recal opening. Firms undertake to 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

12 Ma colomply undertake that all II elevices marked as "Inderstand y		u.	Stock List with value		
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 & 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 Signed by Officer Concerned) Rank:		٧.	Company Profile/Broacher	rs	
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 & Understood 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 Signed by Officer Concerned) Rank:		W.	Employees List		
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 & Understood & 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 Signed by Officer Concerned) Rank:		X.	Firm Categories		
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 & understood & agreed agre		у.	Sole Proprietor Certificate		
ab. Memorandum of Articles ac. Form 29 and Form A ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood & Understood 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 Signed by Officer Concerned) Rank:		Z.	Partnership Deed		
ac. Form 29 and Form A ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood & 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 Signed by Officer Concerned) Rank:		aa.	Pvt Limited		
ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood & agreed		ab.	Memorandum of Articles		
43. We solemnly undertake that all IT clauses marked as "Understood & understood 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 Signed by Officer Concerned) Rank:		ac.	Form 29 and Form A		
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 Signed by Officer Concerned) Rank:		ad.	Incorporation Certificate		
45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B. Sincerely yours, (To be Signed by Officer Concerned) Rank:	Agree	ed" sha	II not be changed / withdrav	II II clauses marked as "Understood & agreed not wn after tender opening. The IT provisions	derstoo agreed
Sincerely yours, ———————————————————————————————————	44.	The a	above terms and conditions	are confirmed in total for acceptance.	
(To be Signed by Officer Concerned) Rank:	45.	Forma	at of DPL-15 (warranty form	a) and PBG are enclosed as Annex A & B.	
Rank:				Sincerely yours,	
				Rank:	

t.

ISO Certificate

DPL-15 (WARRANTY)

FIRM'S NAME: M/s		

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

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

SIGNATURE	
DATE	
PLACE	

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

(i)	Contract No	dated	
(ii)	Name of Firm/Contractor		
(iii)	Address of Firm/Contractor		
(iv)	Name of Guarantor		
(v)	Address of Guarantor		
(vi)	Amount of Guarantee Rs.		
(
\	(in	words)	/
(vii)	Date of expire of Guarantee_	•	
To:	The President of Islamic	Republic of Pakistan thro	ough the
Cont	roller of Military Accounts (De	efence Purchase) Rawalpir	ıdi.
Sir,			
1.	Whereas your good self have	entered into Contract No.	dated
	with Messer's		
	(Full Name and	Address)	
the Cousto	nafter referred to as our custor Contract is the submission of u omer to your good self for a sees/FE (as	inconditional Bank Guarante	ee by our
	In compliance with this stipula undertake as under: -	tion of the contract, we herel	by agree
	To pay to you unconditions ence to our Customer and am		m or Rs.
writte	en Demand Notice.		
b.	To keep this Guarantee in force	ce till	·
year a stores Custo if any under the la therea receip	That the validity of this Bank ahead of the original/extended of which so ever is later in durationer i.e. M/s	delivery period or the warrantion on receipt of information or from your office on or before this day. On see on the closing of banking as Bank Guarantee. Claim whether you suffer a loss of uarantee, this document	tee of the from our e. Claim, ur liability hours on received or not. On i.e. Bank

d. That we shall inform your office roof this Bank Guarantee one clear mont this Guarantee.	
e. That with the consent of our cuterm/clause of the contract or add/de contract without making any reference to receive any such amendment/alternations uch like actions do not increase our Guarantee which shall be limited only	lete any term/clause to/from this o us. We do not reserve any right ation or addition/deletion provided monetary liability under this Bank to Rs (Rupees
f. That the Bank Guarantee herein by any change in the constitution of Vendor.	before given shall not be affected the Bank or Customer/Seller or
g. That this an unconditional Ba enchased on sight on presentation Customer/Seller or Vendor.	
	Guarantor
Dated:	
	(Bank Seal and Signatures)

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY IMPORTANT

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

1.	Name :	
2.	Father's Name :	
3.	Address (Residential) :	
4.	Designation in Firm :	
5.	CNIC :(Attach Copy of CNIC)	
6.	NTN :(Attach Copy of NTN)	
	Firm's Address :	
8.	Date of Establishment of Firm :	
9.	Firm's Registration Certificate with FBR/Chamber of Co (Attach Copy of relevant CERTIFICATE)	mmerce/Registrar of Companies
10.	In case PARTNERSHIP (Attach particulars at serial 1,2	2,3,4,5 and 6 of each partner).
(K	andly fill in the above form and forward it under your owr	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					