## **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 N	No & Date					
Tender [	Description					
IT Openi	ing Date					
Firm Nar	me					
Postal A	ddress					
Email Ac	dress for Co	rrespondence				
		9				
		(Landline				
		tached with Quotation	/ (-			
			o which	aball aantain (	12 v Cooled Enve	None
	etails given b	roposal in a sealed envelopo elow:	e wnich	Shall contain c	is x Sealed Elive	юрѕ
		Technical Offer in Duplica	ate			
		contain 02 x sets of Technic		(01 x Original	+ 01 x Copy). E	ach Set must
		cuments as per this order ar				
that the	se document	s have been attached:			_	
S No		Document			Original Set	Copy Set
1.	Bank Challa	an				
2.	Principal Au	ıthorization Letter (where ap	pplicable	e)		
3.		voice (Muted – without Price		applicable)		
4.	DP -1 Form	of IT (with compliance rema	arks)			
5.	DP - 2 For	rm of IT with compliance re	emarks a	against each		
	clause of the	e Annex A)				
6.	Technical C	Offer / Specs				
7.	Annex A of	IT (with compliance remarks	s)			
8.	Annex B & 0	C of IT (with compliance rem	narks)			
9.	DP-3 form of	of IT (dully filled & signed)				
10.	DGDP Regi	istration Letter (If firm is regi	istered w	rith DGDP)		
11.	Tax Filling F	Proof				
Sealed	Envelop 2 -	Earnest Money				
	This Envelo	p must contain Earnest Mor	ney only.			
Sealed	Envelop 3 –	Commercial Offer				
	This Envelo	p must contain following do	cuments	:		
1.		mercial Offer	23	01 x Original		
2.		voice (where applicable)		01 x Original		
3		P-2 Form of IT		01 x Original		

### Firm's Declaration

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

Firm'	's F	\ut	hori	zed	S	Signat	tures				

# **DIRECTORATE PROCUREMENT (NAVY)**

	Directorate Through Ba Near SNIDS Naval Resid Islamabad Contact:		lavy)	
M/s		Bahria Gate: Section: 051-926 paknavy.gov.pk on32@paknavy.go		
Date			-	
INVITATION TO TENDER AND GENERAL INSTRI	UCTIONS			
Dear Sir / Madam,				
DP (Navy) invites you to tender for the suppass per details given in attached Schedule to Tender	•		rvices	
2. <u>Caution</u> : This tender and subsequent co successful bidder is governed by the rules / condition 2004 and DPP&I-35 (Revised 2019) covering contracts laid down by MoDP / DGDP. As a potent you and your firm to first acquaint yourself with PPR and DPP&I-35 (Revised 2019) (print copy may be a Cell on Phone No. 051-9270967 before participated company possesses requisite technical as well firegistered or willing to register with DGDP to quality shall be made after security clearance and predocuments mentioned in Para 15 of this DP-1.	ons as laid of general termitial bidder, RA Rules 200 obtained from the tinancial capulify for awar	lown in PPRA F ms & conditio it is incumbent 04 ( <u>www.ppra.o</u> n DGDP Regist ender. If your ability, you murd of contract,	Rule: agreed agreed ns upon rg.pk) ration firm / ust be which	Understoo not agreed
3. <u>Conditions Governing Contracts</u> . The 'Co (Invitation to Tender) i.a.w PPRA Rules 2004 shall between the parties i.e. the 'Purchaser' and the Defence Purchase (DGDP) contract Form "DP-19 contract Act, 1872 and those contained in DI Instructions and DP-35 (Revised 2019) and other added to given contract for the supply of Defence S	mean the ag 'Seller' on )" in accorda efence Pura r special cou	reement entered Directorate Go ance with the I chase Procedunditions that m	ed int agreed eneral aw of ure & ay be	Understoo
4. <b>Delivery of Tender.</b> The tender documercial offers are to be furnished as under:-	ments cove	ering technical	and	
a. <u>Commercial Offer.</u> The offer will be quoted in figures as well as in words in the co	•			Understood not agreed

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. Technical Offer: (Where Applicable). Should contain all relev Understood	Understoo
specifications in <u>DUPLICATE</u> (or as specified in IT) along with esser	not agreed
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:	

S.No	Technical requirement per IT	as	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	availability of enclosed proof

(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. **Special Instructions.** Tender documents and its conditions in Understood please be read point by point and understood properly before quoting.

  Understood not agreed tender conditions should be responded clearly. In case of any deviation que 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.

e. <u>FORM DP-1, DP-2, DP-3 and Questionnaires.</u> Form DP-1, DF Understoon (alongwith annexes), DP-3 and Questionnaires duly filled in are to 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:-	d Understood not agreed
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. I Understood Directorate will not accept any excuse of delay occurring in post. Tenders receing agreed 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.	Understood not agreed
6. <u>Tender Opening</u> . Tenders will be opened as mentioned in the schedule Understood tender. Commercial offers will be opened at later stage if Technical Offer is for agreed acceptable on examination by technical authorities of Service HQ. Date and time ror 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.	Understood not agreed
7. <u>Validity of Offer.</u>	
a. The validity period of quotations must be indicated and shc Understood invariably be 120 days from the date of opening of Technical offer or 3 agreed 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.	Understood not agreed
b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.	
8. Part Bid. Firm may quote for the whole or any portion, or to state in t Understood tender that the rate quoted, shall apply only if the entire quantity/range of stores agreed taken from the firm. The Director Procurement reserves the right of accepting true	Understood not agreed

supply these at the rate quoted. 9. Quoting of Rates. Only one rate will be quoted for entire quantity, item w Understood Understood not agreed In case quoted rates are deliberately kept hidden or lumped together to trick of 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. ITs are to be handled as per following guidelines: Return of I/T. Understood Understood not agreed a. In case you are Not quoting, please return the tender inquiry state 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 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 unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email. 11. Withdrawal of Offer. Firms shall not withdraw their commercial off Understood Understood not agreed before signing of the contract and within validity period of their offers. In case 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. 12. **Provision of Documents in case of Contract.** In case any firm win Understood Understood not agreed contract, it will deposit following documents before award of contract: Proof of firm's financial capability. a. Foreign Seller has to provide its Registration Number issued by b. respective Department of Commerce authorizing export of subject stores. Principal/Agency Agreement. C. Registration with DGDP (Provisional Registration is mandatory) d. 13. Treasury Challan. Offers by registered firms must be accompanied with a Challan form ( Attached Not a. Attached Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) ar debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan. b. Firms, un-registered / un-indexed with DGDP (Registration Section)

are to acquire prior approval from DP (Navy) to participate in the tender

whole or any part of the tender or portion of the quantity offered, and firm shall

competition through formal application accompanied by Challan Form of Rs  $\frac{300}{100}$  in favour of CMA (DP).

_	Order/I		r tender must be accompanied by Attached Not Attached eceipt (CDR) in favor of CMA (DP)					
	a. ceiling	a. Rates for Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-						
		(i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.						
		(ii) Registered/Pre-Qualification quoted value subject to maximum	ed but Un-indexed Firms. 3% of the um ceiling of Rs. 0.2 Million.					
		(iii) <u>Unregistered/not Pre-C</u> quoted value subject to maxim	Qualified/Un-indexed Firms. 5% of the um ceiling of Rs. 0.4 Million.					
		Security furnished with tender conditions (Clause 14 of DP-1 We have no objection on con	Earnest Money. Earnest Money/Bid er is strictly in conformity of tender/IT and clause 10 of DP-2) on the subject. If is a mount of Earnest Money/Bid security in case amount of Earnest Money/Bid t in violation of IT condition.					
	b.	Return of Earnest Money						
		(i) Earnest money returned on finalization of	to the unsuccessful bidders will be of the contract.					
			of the firm/firms with whom contract is ned on submission of Bank Guarantee MA (DP).					
	ct on		tion: In case your firm wins Understood Understood deposit following documents to DG agreed Not agreed ontract for provisional registration:-					
S No	Loca	I Supplier I	Foreign Supplier					
a.		•	Three filled copies of SVA-8121- D of each member of					

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

		sheet
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

nspec		CINS, Joint Inspection will be carried out by IN team nominated by Pakistan Navy. CINS d in DP-35 and PP & I (Revised 2019) or as I	agreed	Understood not agreed
17.	Condition of Stores.	Brand new stores will be accepted on Firr	Understood agreed	Understood not agreed
Narra	nty/Guarantee Form DPL-1	5 enclosed with contract.	agreed	not agreed
18.	Documents Required.	Following documents are required to be submit	Understood	Understood not agreed
along		ealer/Agent Certificate along with OEM Dealersl		
	Evidence.			

- 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. Rejection of Stores/Services. The stores/services offered as a result Understood contract concluded against this tender may be rejected as follows:  a. 1 <sup>st</sup> rejection on Govt. expense b. 2 <sup>nd</sup> rejection on supplier expense c. 3 <sup>rd</sup> rejection contract cancellation will be initiated.	Understood agreed
20. Security Deposit/Bank Guarantee. To ensure timely and correct sup Understood of stores the firm will furnish an unconditional Bank Guarantee(BG) from a sched agreed Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of 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.	Understood not agreed
21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gi Understood commission and inducement of any kind or their promises thereof by Supplier / F agreed to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	Understood not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at 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.	
22. <u>Correspondence.</u> All correspondence will be addressed to the Purcha Understood i.e. DP (Navy). Correspondence with regard to payment or issue of delivery rece agreed may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).	Understood not agreed

Pre-shipment Inspection. PN may send a team of officers including DP Understood er for the inspection of major equipments and machinery items at O agreed ees as per terms of contract. If not already provided for and mentioned in une em(s) must clarify the place, number of persons, duration and whether sees on such visits would be borne by the Purchaser or Contractor. In case ctor is responsible for bearing such expenses, detailed breakdown of the should be given separately in the commercial offer.	Understoo not agreed
Amendment to Contract. Contract may be amended/modified to include Understood clause (s) modify the existing clauses with the mutual agreement by agreed er and the purchaser; such modification shall form an integral part of une ct.	Understoo not agreed
<u>Discrepancy</u> . The consignee will render a discrepancy report to Understood rend within 60 days after receipt of stores for discrepancies found in agreed nment. The quantities found short are to be made good by the supplier, free or	Understoo not agreed
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 control Understood by the government or an agency competent to do so on government bel agreed then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.  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.	Understoo not agreed
a. The supplier will not be held responsible for any delay occurring Understood supply of equipment due to event of Force Majeure such as acts of God, Wagreed Civil commotion, Strike, Lockouts, Act of Foreign Government and usagencies and disturbance directly affecting the supplier over which events of circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.	Understood not agreed
	er for the inspection of major equipments and machinery items at O appear of the early of contract. If not already provided for and mentioned in une miss on such visits would be borne by the Purchaser or Contractor. In case clot or is responsible for bearing such expenses, detailed breakdown of the should be given separately in the commercial offer.  Amendment to Contract. Contract may be amended/modified to incl. Understood clause (s) modify the existing clauses with the mutual agreement by agreed and the purchaser; such modification shall form an integral part of understood rand within 60 days after receipt of stores for discrepancy report to suppose the discontract of the contracted stores for discrepancies found in agreed to the price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores 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 mot 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.  Force Majeure.  a. The supplier will not be held responsible for any delay occurring understood accordingly.  Force Majeure.  a. The supplier will not be held responsible for any delay occurring to the contracts of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.  Force Majeure.  a. The supplier will not be held responsible for any delay occurring to the circumstances beyond the 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 w

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.	se	
	d. Where the delay was due to genuine force majeure event it she extend the delivery for a period of equal to the period in which such for majeure remains operative.		
	e. Such extension in delivery period, due to force majeure, shall nentitle the Suppliers to claim any extra from the Purchaser.	ot	
party toward	shall perceive such friendly discussion to be making insufficient progreds settlement of dispute (s) at any time, then such party may be written notice other party refer the dispute (s) to final and biding arbitration as provided	agreed SS Ce	Understood not agreed
	a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shappoint an umpire by mutual agreement, and if they do not agree a judge the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.	all of	
	b. The venue of the arbitration shall be the place from which the contra is issued or such other places as the Purchaser at his discretion madetermine.		
	c. The arbitration award shall be firm and final.		
	d. In course of arbitration the contract shall be continuously be execute except that part which is under arbitration	ed	
	e. All proceedings under this clause shall be conducted in Englishanguage and in writing	sh	
29. Islama	Court of Jurisdiction. In case of any dispute only court of jurisdiction bad, Pakistan shall have jurisdiction to decide the matter.	Understood agreed	Understood not agreed
	<u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per moble to be imposed on the suppliers by the purchaser in accordance with E the stores supplied after the expiry of the delivery date without any value.	agreed	Understood not agreed
	ns. Total value of LD shall not exceed 10% of the contract value.		
	Risk Purchase. In the event of failure on the part of supplier to comple contractual obligations the contract will be cancelled at the Risk at the Ris		Understood not agreed
Exhei	se (RE) of the supplier in accordance with DP-35.		

Understood

not agreed

Understood agreed

- 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 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 Understood compensation in any form shall be paid to any local or foreign agent, consult 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. **Termination of Contract.**

- a. If at any time during the currency of the contract the Purchaser decic 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 accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for 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.

Understood agreed

Understood not agreed

Understood not agreed

Understood not agreed

Understood

full rights to accept or reject any or all offers including the lowest. Grounds rejections may be communicated to the bidder upon written request, but for grounds is not required as per PPRA Rule 33 (1).	
36. Application of Official Secrets Act, 1923. All the matters conthis enquiry and subsequent actions arising there from come within the Official Secrets Act, 1923. You are, therefore, requested to ensure compregarding documents and stores concerned with the enquiry and to limit of your employees having access to this information.	scope of agreed not agreed plete secre
37. Acknowledgment. Firms will send acknowledgement slips wit from the date of downloading of IT from the PPRA Website i.e. www.ppr	1 1
38. <b>Disqualification.</b> Offers are liable to be rejected if:-	
<ul> <li>Received later than appointed/fixed date and time.</li> </ul>	Understood Understood
<ul><li>b. Offers are found conditional or incomplete in any respect.</li><li>c. There is any deviation from the General /Special/Technica</li></ul>	agreed not agreed
contained in this tender.	ii iiisti detioris
d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly	/ signed, are
NOT received with the offers.	-
d. Taxes and duties, freight/transportation and insurance c	
indicated separately as per required price breakdown mentioned	at Para 17.
<ul><li>e. Treasury challan is NOT attached with the offer.</li><li>f. Multiple rates are quoted against one item.</li></ul>	
g. Manufacturer's relevant brochures and technical detail	ils on maior
equipment assemblies are not attached in support of specification	•
j. Subject to restriction of export license.	. •
k. Offers (commercial/technical) containing non-initialed/ una	authenticated
amendments/corrections/overwriting.	
I. If the validity of the agency agreement is expired.	
m. The commercial offer against FOB/CIF/C&F tender is qu	uoted in local
currency and vice versa.	ariana ayyatad
n. Principals invoice in duplicate clearly indicating whether pare inclusive or exclusive of the agent commission is not enclosed	•
p. Earnest money is not provided.	<b>.</b>
q. Earnest Money is not provided with the technical offer (or a	as specified).
r. If validity of offer is not quoted as required in IT or made	
confirmation later.	
s. Offer made through Fax/E-mail/Cable/Telex.	
t. If offer is found to be based on cartel action in connivan	ce with other
sources/ participants of the tender.	
<ul> <li>u. If OEM and principal name and complete address is not mentioned.</li> </ul>	
v. Original Principal Invoice is not attached with offer.	
39. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against of DP (N) or CINS or any other problematic area towards the execution.	
contract may prefer an Appeal to Standing Appeal Committee (SAC) co	omprising riv
Officers and military finance rep at Naval headquarters, Islamabad. The	he detail and

timeline for preferring appeals is given below:

Rights Reserved. Directorate of Procurement (Navy), Rawalpindi reserves

35.

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		

		<u> </u>
		tion. Any appeal received after the lapse of timelines given in para understood agreed not agreed ot be entertained.
undert be fou iaw pa	ake to nd on I ras 12	rms not Registered with DGDP. Firms not registered with DGDP apply for registration with DGDP prior signing of Contract. Details Understood DGDP website www.dgdp.gov.pk. These firms can participate in ten agreed and 14 above and provision of documentary proof regarding financial irm alongwith NTN and GST registration copies.
registra (FS) T after te	ation ir eam w	which are not registered with DGDP should initiate provisic Understood agreed agreed agreed agreed understood agreed agre
	_	NITAL
		NTN Income Tax Return
	_	Sales Tax Return
	_	Sales Tax Return Sales Tax Certificate
	_	Chamber of Commerce Industry Certificate
		Professional Tax Certificate (Excise & Taxation)
		Office/Home/Ware House Property documents
	•	Utility Bills (Phone/Electricity)
		Firm Vehicle/Personal Vehicle
	,	CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
		DGDP Registration letter
	m.	Firm Bank Statement
	n.	Non Black List Certificate
	p.	2 X Witness + CNIC and Mobile Numbers
	q.	Police Verification
		Agency Agreement
		OEM Certificate
		ISO Certificate
		Stock List with value
		Company Profile/Broachers
		Employees List
		Firm Categories
	•	Sole Proprietor Certificate
		Partnership Deed
		Pvt Limited
		Memorandum of Articles
		Form 29 and Form A
	ad.	Incorporation Certificate

Understood

agreed

Understood not agreed

- 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,
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

	Contract No dated
(ii)	Name of Firm/Contractor
(iii)	Address of Firm/Contractor
(iv)	Name of Guarantor
(v)	Address of Guarantor
	Amount of Guarantee Rs.
(*.,	)
\	(in words)
(vii)	Date of expire of Guarantee
	The President of Islamic Republic of Pakistan through the roller of Military Accounts (Defence Purchase) Rawalpindi.
Sir,	
1.	Whereas your good self have entered into Contract No
	dated
with I	Messer's
	(Full Name and Address)
to yo	ract is the submission of unconditional Bank Guarantee by our customer ur good self for a sum of Rs
	In compliance with this stipulation of the contract, we hereby agree and rtake as under: -
	To pay to you unconditionally on demand and/or without any reference our Customer and amount not exceeding the sum or Rs.  Rupees or FE (as applicable)
	as would be mentioned in your written and Notice.
Dem	and Notice.
Dem b.	To keep this Guarantee in force till

d. That we shall inform your office this Bank Guarantee one clear month Guarantee.	
term/clause of the contract or add/delet without making any reference to us. We any such amendment/alternation or actions do not increase our monetary	Ve do not reserve any right to receive addition/deletion provided such like reliability under this Bank Guarantee to Rs. (Rupees
f. That the Bank Guarantee herein any change in the constitution of the Ba	
g. That this an unconditional Bank on sight on presentation without any Vendor.	
	Guarantor
Dated:	
	(Bank Seal and Signatures)

# AFFIDAVIT/UNDERTAKING (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, Rawalpind	li that our firm M/shas
	Pirector General Defence Purchase (DGDP) duly
completed all the documents re	quired 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 applied for
0	al Defence Purchase or statement given above is
	or disciplinary action initiated (i,e debarring, the firm
	Establishment and Govt Agencies). I also accept
that any disciplinary action taken	will not be challenged in any Court of Law.
	Signatura
Station:	Signature
Station:	
Date:	

ATTESTED BY OATH COMMISSIONER WITH STAMP

# INVITATION TO TENDER FORM

- 1. Schedule to Tender No <u>CICP/B-III/IND/2105290/R-2111/320292</u> dated \_\_\_\_\_\_. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 01-03-2022. Please drop tender in the Tender Box No 202.
- 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	TOTAL PRICE
1.	CAT/PART/PATT NO: 0267-59-521-3283 PIPING STEEL GALVANIZED  SIZE:	350 Mtrs		
	EXTERNAL DIA : 88.90 MM WALL THICKNESS : 4.0 MM LENGTH : 6-8 METERS			
	PARENT EQUIPMENT: NIL GENERAL USE			
	SPECIFICATION OF ITEM:  1. BS EN 10216 OF 2013  2. BS-729 OF 1971 FOR GALVANIZING  3. STEEL GRADE: P 265 GH  4. TEST CATEGORY: 1 TABLE-13			
	SPECIAL INSTRUCTION Supplies must contain OEM's/ COC with following information:  a. Part/ Pattern No. of equipment. b. Date/ Period of manufacturing. c. S.No/ Batch No/ Lot No should be embossed/ engraved on the equipment. d. OEM test certificate/ FATs/ Certification/ approval as applicable.			
	FOR/FOB case above mentioned price includes 17% sale case tick Yes or No)	Yes	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.

- 3. Origin of Stores. To be indicated by firm
- 4. **Origin of OEM.** To be indicated by firm
- 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. Rates for Contract. 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) <u>Registered/Pre-Qualified but Un-indexed Firms</u>. 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.

#### **SPECIAL INSTRUCTIONS**

<u>Firm's</u> Remarks
Comply / Not
Comply
_

#### **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. Supplier in his "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. Supplier in his "Offer/Quotation" is to provide OEM's contact (address, email address, phone, fax and website etc).

#### ORIGIN OF SUPPLY

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

#### **UPDATES & CURRENT INFORMATION**

6. In case, NSN, Part Number or Quality Standard of the indented item has been superseded by a new one, before/after conclusion of contract, the supplying firm is to provide all such relevant information alongwith a documentary proof to this effect origination 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 firm 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
    - (4) 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 Mil Test Certificate. / FATs report is 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.

TENDER NO	NAME OF THE FIRMDGDP REGISTRATION NO
	Address
	TELEPHONE NO.
	OFFICIAL E-MAILFAX NO
	MOBILE NO
To:	WOBILE INO
THE DIRECTOR OF PROCUREMENT (Section P-32)	
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	
DEAR SIR	DATE
1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION TO TENDER AT THE PRICES OFFERED AGAINST THE SAID WILL REMAIN VALID UP TO 120 DAYS AND WILL NOT BE WILL AND THE CONDITIONS ALREADY STATED THEREIN OR OF COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITH	THEREOF AS YOU MAY SPECIFY IN THE ACCEPTANCE SCHEDULE AND FURTHER AGREE THAT THIS OFFER THDRAWN OR ALTERED IN TERMS OF RATES QUOTED N BEFORE THIS DATE. I/WE SHALL BE BOUND BY A
2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TO CONTRACT IN FORM NO. DP-35 (REVISED 2002) INCLU PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENER GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXPATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STR	DED IN THE PAMPHLET ENTITLED, GOVERNMENT OF ERAL DEFENCE PURCHASE) "GENERAL CONDITIONS (AMINED THE SPECIFICATIONS/DRAWINGS AND/ OR ARE FULLY AWARE OF THE NATURE OF THE STORES
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FO	DRM PART OF THIS TENDER:
A	
В	
C	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(CAPACITY IN WHICH SIGNING)
	ADDRESS:
	DATESIGNATURE OF WITNESS
	ADDRESS
	ABBILLOO
*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS	S 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 ATTO	
(c) WHETHER SIGNING FOR THE FIRM "PER PROC	
(d) IN THE CASE OF COMPANIES AND FIRMS REGIS  DATE AND UNDER THE PARTNERSHIP ACT 193	STERED UNDER THE ACT, 1913 AS AMENDED UP-TO- 32, 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. Principal's Proforma invoice (in original)
- (f) Earnest money

(e)

(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. tach 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)