INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2111140/R-2109/340030</u> dated <u>07 Dec 2021</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>05 Jan 22</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.	PATTERN NO. 8415-70-508-7931	1000 Mtr		
	CLOTH CURTAIN MATERIAL FIRE RETARDANT			
	P/EQUIPMENT:			
	NIL			
	SPECIFICATIONS:			
	MATERIAL			
	100% POLYESTER INHERITABLE FLAME			
	RETARDANT POLYESTER FIBRE.			
	WEIGHT			
	270 gm/sq.m+/- 5%			
	WIDTH			
	58 INCHES +/-2%			
	WARP COUNT			
	150 DENIER FLAME RETARDANT POLYESTER			
	FILAMENT YARN			
	WEFT COUNT			
	Ne 30/3 PLY-POLYESTER SPUN YARN +/- Ne 3.			
	COLOUR			
	LIGHT BROWN WITH BOX PATTERN.			
	FIRE RETARDANT STANDARD			

ITEM IS TO BE TESTED FOR FIRE RETARDANCY		
AS PER (BS 5867 PART-2, TYPE-B)		
TEST IS TO BE CONDUCTED THROUGH M/S SGS		
LABORATORIES THOUGH ITS FOREIGN		
SOURCES		
ALL OTHER ABOVE TESTS EXCEPTED FIRE		
RETARDANCY SHALL BE CARRIED OUT		
THROUGH ANY LOCAL LABORATORY (M/S		
TEXTILE LABORATORY, CINS LABORATORY		
ETC.		
LIC.		
LENCTH OF DOLL		
LENGTH OF ROLL		
30 MTR		

PREQUALIFICATION OF TECHNICAL OFFERS

- 1. FIRMS ARE REQUIRED TO SUBMIT TENDER SAMPLES (IN SHAPE OF 02 PIECES OF CLOTH ALONG WITH THEIR TECHNICAL OFFER.
- TENDER SAMPLES WILL BE TESTED AT SGS LABORATORY AT FIRM'S EXPENSE.
- 3. ONLY THOSE TECHNICAL OFFERS WILL BE CONSIDERED FOR PROCUREMENT WHOSE TENDER SAMPLES QUALIFY FIRE RETARDANCY TEST AFTER LAB TEST.

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. Inspection to be carried out by CINS.
- 3. 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**.

Above mentioned pric	e includes 17%	Sale	Tax
(Please tick Yes or No)			
Yes	No		
Grand Total			

Terms & Conditions

1. Special Instructions. N/A

2. Terms of Payment. 100% on Delivery of stores against each supply

order and issuance of CRV.

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

(To be indicated in Technical Offer)

4. <u>Origin of OEM.</u> Local

(To be indicated in Technical Offer)

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

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

7. **Currency.** Pak Rupees

8. **Basis for acceptance.** FOR

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

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

Rule-26.

10. Place of Inspection. 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> <u>Bid Security:</u>

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

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

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

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

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

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

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

13. Return of Earnest Money:

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

14. Special Note.

- a. All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).
- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.
- c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo. Acceptance of firm's offer, firms not registered with DGDP is subject to security clearance. All firms who do not provide requisite documentary or security wise not cleared by DGDP (FS Team) will be rejected.
- d. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- e. Company registration certificates are to be attached with offer.
- f. Requisite amount of earnest money (in shape of Bank Draft in the favour of CMA (DP)) is to be attached in **separate envelop in sealed condition with the Technical offer.** Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted.
- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer in duplicate.
- h. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.

- j. Only registered supplier on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- k. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayer list is submitted alongwith payment documents.

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

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

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

SPECIAL INSTRUCTIONS

SOURCE OF SUPPLY

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

ORIGIN OF SUPPLY

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

<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.

INSPECTION

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

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

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

Tender N	lo & Date			
Tender D	Description			
IT Openi	ng Date			
Firm Nar	ne			
Postal Ad	ddress			
Email Ad	dress for Correspondence			
	Person Name			
Contact I	Number (Landline)	Mobile		<u> </u>
	nts to be Attached with Quotation	(<i>—</i> /
	submit its proposal in a sealed envelope which	shall	contain 03 x Sea	aled
	s as per details given below:	Orian	00111aii 1 00 X 000	iiou
Livolope	, as per details given below.			
Sealed	Envelop 1 – Technical Offer in Duplicate			
This en	velope must contain 02 x sets of Technical Offer	· (01 x	Original + 01 x (Copy). Each
Set mus	st contain following documents as per this order	and S	upplier is to mar	k tick 🗸
against	each to ensure that these documents have been	n attac	ched:	
S No	Document		Original Set	Copy Set
1.	Bank Challan		J	
2.	Principal Authorization Letter (where applicabl	e)		
3.	Principal Invoice (Muted - without Price) (wher			
	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)			
10.	DGDP Registration Letter (If firm is registered v DGDP)	WILI		
11.	Tax Filling Proof			
	Envelop 2 – Earnest Money			
<u>ocaica</u>	This Envelop must contain Earnest Money only	,		
Sealed	Envelop 3 – Commercial Offer			
	This Envelop must contain following document	s:		
1.	Firm's Commercial Offer		Original	
2.	Principal Invoice (where applicable)		Original	
3.	Dully filled DP-2 Form of IT	01 x	Original	
				<u></u>

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 Signatur	res

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

	No & Date:		
i ender i	Description:		
Technica	al Opening Date:		<u>_</u>
Commer	rcial Opening Date:		-
Technic	al Opening Details		
Tecinic	di Opening Details		
O N a	Name of the Owner Con	OFNA	Occasional Mandal
S No	Name of the Supplier	OEM	Quoted Model

		<u>DP-3</u>
	er No	Name of the Firm. DGDP Registration No. Mailing Address. Date. Telephone No. Official E-Mail. Fax No. Mobile No of contact person.
То:	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 remains and to	dule 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	of Procurement (Navy) the stores detailed in thereof as you may specify in the acceptance 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 d within the prescribed time.
Control Part Condrol and/ostores	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 notuded in the pamphlet entitled, Governmentate 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	ne following pages have been added to ar	nd form part of this tender:
b.		
		Yours faithfully,
		(Signature of Tenderer)
		(Capacity in which signing) Address:

Signature of Witness.....

Address.....

DIRECTORATE PROCUREMENT (NAVY)

	Tender No	
M/s		
Date		
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 (<u>www.ppra.org.pk</u>) and DPP&I-35 (Revised 20 from DGDP Registration Cell on Phone No. 00 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.	Purchaser' and the 'Seller' on OGDP) contract Form "DP-19" in T2 and those contained in Defence S5 (Revised 2017) and other special	d Understood not agreed
4. <u>Delivery of Tender.</u> The tender de commercial offers are to be furnished as unde	<u> </u>	

Understood agreed Understood not agreed

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

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

Special Instructions. Tender documents and its conditions may Understood C. please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

agreed	not agreed

Understood

Understood not agreed

Understood

not agreed

Firms shall submit their offers in two separate envelopes (i.e. one Understood copy of commercial offer and two copies of the technical offer as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be

placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understood e. agreed not agreed (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. f. The tender duly sealed will be addressed to the following:-Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8. Islamabad Date and Time For Receipt of Tender. Tender must reach this office by Understood Understood not agreed the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9267412 well before the opening date / time. **Tender Opening.** Tenders will be opened as mentioned in the schedule to Understood Understood not agreed tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. The validity period of quotations must be indicated and should Understood Understood not agreed invariably be 120 days from the date of opening of commercial offer. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days or less as per original offer) i.a.w PPRA Rule-26. b. The quoting firm will certify that in case of an additional Understood Understood agreed not agreed 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

5.

6.

7.

at the ongoing contract rates with discount.

8. Part Bid. Firm may quote for the whole or any portion, or to state in 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.	Understood not agreed
9. Quoting of Rates. Only one rate will be quoted for entire quantity, item 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).	Understood not agreed
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 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.	Understood not agreed
b. For registered firm(s), case will be referred to DGDP for necessary Understood administrative action if firms registered / indexed for tendered items/stores agreed do not quote / participate.	Understood not agreed
c. It is a standard practice to invite all firm(s) including those un- Understood registered with DGDP who gave their preliminary budgetary/ technical agreed 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 not agreed
11. Withdrawal of Offer. Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.	Understood not agreed
12. Provision of Documents in case of Contract . In case any wins a contract, it will deposit following documents before award of contract:	Understood not agreed
 a. Proof of firm's financial capability. b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. c. Principal/Agency Agreement. d. Registration with DGDP (Provisional Registration is mandatory) 	
13. <u>Treasury Challan.</u>	
a. Offers by registered firms must be accompanied with a Challan Attached form of Rs.200/- (obtainable from State Bank of Pakistan/Government	Not Attached

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 acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP).

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

- (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.100 Million.
- (ii) <u>Registered/Pre-Qualified but Un-indexed Firms</u>. 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

	n.	Agreement in case of local agent. Agency Agreement in case of Agreement in case of Exporter /Stockiest etc.	
nspec	onsigne	tion Authority. CINS, Joint Inspection will be carried out by Understood agreed understood understood agreed understood understood understood agreed understood understood agreed understood understood agreed understood understood agreed understood understood understood agreed understood understood understood agreed understood understoo	
		ion of Stores. Brand new stores will be accepted on Firm's Understood agreed understood agreed not agreed.	
18.	Docum	nents Required. Following documents are required to be Understood Understood	stoo
		ng with the quote: agreed not ag	
		OEM/Authorized Dealer/Agent Certificate along with OEMship Evidence.	
	to CINS Conforr intimation through of Conf	The firm/supplier shall provide correct and valid e-mail and Fax No S and DP(N). Supplier/contracting firm shall either provide OEM mance Certificate to CINS or is to be e-mailed to CINS under on to DP (Navy). Hard copy of COC must follow in any case of courier. On receipt, CINS shall approach the OEM for verification formance Certificates issued by OEM. Companies/firms rendering EM Conforming Certificates will be blacklisted.	
	c. (Original quotation/Principal/OEM proforma invoice.	
	in the b	In case of bulk proforma invoice, a certificate that prices indicated bulk proforma invoice have not been decreased since the date of oforma invoice from the manufacturers/suppliers.	
	e. S	Submit breakup of cost of stores/services on the following lines:	
	i (k	(ii) Imported material with break down item wise along-with import duties. (iii) 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. <u>Rejection of Stores/Services.</u> The stores/services offered as a result Understood of contract concluded against this tender may be rejected as follows:

Understood agreed

b. 2	I st rejection on Govt. expense 2 nd rejection on supplier expense 3 rd rejection contract cancellation will be initiated.		
supply of store schedule Bank duties/freight I value of (Rs 10 Bank Guarante Accounts Office power of seek demanded by the supplier wifor upto 60 dayear ahead of extended, the days after the of the extended	ty Doposity Darink Odarantos i	Understood	Understood not agreed
commission at Firm to any Go	There shall be "zero tolerance" against bribes, gifts, and inducement of any kind or their promises thereof by Supplier / overnment official / staff whether to solicit any undue benefit, favour Following provisions must be clearly read & understood for strict	Understood agreed	Understood not agreed
a. In irrespect be sign agency is available.	ntegrity Pact shall be applicable to all tenders / contracts ctive of their financial value. However, a written Integrity Pact shall led for contracts exceeding Rs 10 Million between the procuring and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form ailable at www.ppra.org.pk or can be requested at aknavy.gov.pk	Understood agreed	Understood not agreed
unethica Integrity person(<u>PERMA</u> legal ad	i a cappilor / contractor io round involved in arry arroadinged into /	Understood agreed	Understood not agreed
DP (Na Purchas indirectl Director persona informa	t is strictly forbidden to socialize, call or meet any official / staff of avy) in private or during off hours. If any official / staff from ser side asks for any undue favour or gratification directly or ly, the matter is to be immediately brought to the personal notice of r Procurement (Navy) on Tel: 051-9267412 or through a lal meeting in office. Privacy of firms and their Reps sharing such tion will be guaranteed without any prejudice to their normal as activities.	Understood agreed	Understood not agreed
		Understood agreed	Understood not agreed

F	Correspondence. All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).		
r		Understood agreed	Understoo not agreed
f	Amendment to Contract. Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.	Understood agreed	Understoo not agreed
	25. Discrepancy . The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.	Understood agreed	Understoo not agreed
2	a. Prices offered against this tender are to be firm and final. b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance. c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be 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.	Understood agreed	Understoo not agreed
2	27. Force Majeure.		
		Understood agreed	Understood not agreed

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.

						disputes arising		Understood not agreed
unaer	this contract	through	Trienaly also	sussions in g	good faith. In	the event that	ugreed	not agreed
either	party shall p	perceive	such friendl	y discussioi	n to be mak	ing insufficient		
progre	ess towards s	ettlemen	t of dispute ((s) at any tir	ne, then sucl	n party may be		
writter	notice to the	other pa	arty refer the	dispute (s) t	o final and bi	ding 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.	Liquidated Damages(LD).	Liquidated Damages upto 2% per month	Understood	Understood
are lia	ible to be imposed on the su	ppliers by the purchaser in accordance with	agreed	not agreed
DP-35	i, if the stores supplied after th	e expiry of the delivery date without any valid		
reaso	ns. Total value of LD shall not	exceed 10% of the contract value.		

31. <u>Risk Purchase.</u> In the event of failure on the part with the contractual obligations the contract will be cance Expense (RE) of the supplier in accordance with DP-35.			
32. Compensation Breach of Contract. supply the contracted stores or contract is cancelled either or contract become ineffective due to default of supplie equipment declared defective and caused loss to the Go shall be liable to pay to the Government compensation for resulting for his default or from the rescission of his contract rescission take place such compensation will be in excess imposed by the competent authority. Compensation amou will be decided by the purchase officer and will be deposited in Government treasury in the currency of contract.	er / seller or stores / covernment, contractor loss or inconvenience t when such default or to the RE amount, if ant in terms of money	Understood agreed	Understood not agreed
33. <u>Gratuities/Commission/Gifts</u> . No commission, recompensation in any form shall be paid to any local or fore representative, sales promoter or any intermediary by the lexcept the agent commission payable as per the agent congovernment and as amended from time to time and given breach of such clause(s) of the contract by Manufacturer sole nominated representative may result in cancellar blacklisting of the Manufacturer/Supplier financial penalties punitive measure which the purchaser may consider appropriate the commission of the manufacturer of the contract of the contract of the manufacturer of the contract of	eign agent, consultant Manufacturer/Supplier mmission policy of the in the contract. Any /Supplier and/or their tion of the contract s and all or any other	Understood agreed	Understood not agreed
34. Termination of Contract.			
a. If at any time during the currency of the condecides to terminate the contract for any reason where the contract for any stores/goods/services which are in the actual process is completed and ready for delivery within thirty day Supplier of such notice.	hatsoever (other than o do so by giving the rent the Purchaser will d terms of such as of manufacture that	Understood agreed	Understood not agreed
b. In the case of remainder of the undelivered the Purchaser may elect either:	stores/goods/services		
(i) To have any part thereof completed a thereof at the contract price or.	and take the delivery		
(ii) To cancel the remaining quantity and perfect the articles or sub-components or raw matering Supplier and are in the actual process of material to be determined by the Purchaser. In such a process of manufacture shall be delivered be Purchaser.	ials purchased by the nufacture at the price a case materials in the		
(iii) No payment shall however be made for in the actual process of manufacture on cancellation is received.	•		

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

35. <u>Rights Reserved.</u> Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest.	Understood agreed	Understoo not agreed
Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).		
36. Application of Official Secrets Act, 1923. All the matters connected with this enquiry and subsequent actions arising there from come within the	Understood agreed	Understood not agreed
scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.		
37. Acknowledgment. Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	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 respect.	Understood agreed	Understood not agreed
c. There is any deviation from the General /Special/Technical Instructions contained in this tender.		
d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.		
d. Taxes and duties, freight/transportation and insurance charges		

- 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.

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

		s by Supplier/Firm. Any aggrieved (Pincol) (N) or CINS or any other problematic a		nderstood reed	Understood not agreed
of the compri	contractising P	ct may prefer an Appeal to Standing N Officers and military finance rep e detail and timeline for preferring appeal	Appeal Committee (SAC) at Naval headquarters,		
	S.No.	Category of Appeal	Limitation Period		
	a.	Appeals for liquidated damages	Within 30 days of decision		
	b.	Appeals for reinstatement of contracts	Within 30 days of decision		
	C.	Appeals for risk & expense amount	Within 30 days of decision		
	d.	Appeals for rejection of stores	Within 30 days of decision		
	e.	Appeals in all other Cases	Within 30 days of decision		
10 Limitation Any appeal resolved after the langua of time lines always in many					Understood not agreed
39 abc	ve snai	i not be entertained.			
		ms not Registered with DGDP. Firms apply for registration with DGDP prior si	•	derstood	Understood not agreed

Understood not agreed

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

can be found on DGDP website www.dgdp.gov.pk.These firms can participate in tender law paras 12 and 14 above and provision of documentary proof regarding

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

NTN a.

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

	t.	ISO Certificate	
	u.	Stock List with value	
	V.	Company Profile/Broachers	
	W.	Employees List	
	Χ.	Firm Categories	
	у.	Sole Proprietor Certificate	
	Z.	Partnership Deed	
	aa.	Pvt Limited	
	ab.	Memorandum of Articles	
	ac.	Form 29 and Form A	
	ad.	Incorporation Certificate	
_	ed" sha	solemnly undertake that all IT clauses marked as "Understood & agreed agreed and IT provisions shall form the baseline for subsequent contract negotiations.	Understoo not agreed
44.	The a	above terms and conditions are confirmed in total for acceptance.	
45.	Forma	mat of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.	
		Sincerely yours,	
		(To be Signed by Officer Concerned) Rank: NAME:	

DPL-15 (WARRANTY)

FIRM'S NAME: M/s								

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

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

SIGNATURE	_
DATE	
PLACE	

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

(i)	Contract No	dated
(ii)	Name of Firm/Contractor_	
(iii)		or
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
(vi)	Amount of Guarantee Rs.	
(
(vii)	Date of expire of Guaranto	(in words)
(111)	Date of expire of Oddiant	
		nic Republic of Pakistan through the (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self h	ave entered into Contract No.
	with Messer's	
	/Full Namo	and Address)
custo		of unconditional Bank Guarantee by our a sum of Rsapplicable)
	In compliance with this sti undertake as under: -	pulation of the contract, we hereby agree
		tionally on demand and/or without any lamount not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	,
b.	To keep this Guarantee in	force till
store Custer if any under the I there recei	ahead of the original/extendes which so ever is later in comer i.e. M/sy must be duly received by this Bank Guarantee shall last date of the validity of payment under this payment under the sales.	Bank Guarantee shall be kept one clear ded delivery period or the warrantee of the duration on receipt of information from our or from your office. Claim, y us on or before this day. Our liability cease on the closing of banking hours on this Bank Guarantee. Claim received by whether you suffer a loss or not. On a guarantee, this document i.e. Bank celled, discharged and returned to us.

d. That we shall inform your office r of this Bank Guarantee one clear monthis 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/altern such like actions do not increase our Guarantee which shall be limited only	elete any term/clause to/from this to us. We do not reserve any right ation or addition/deletion provided monetary liability under this Bank y 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 Beenchased 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)	
7.	Firm's Address :	
8.	Date of Establishment of Firm :	
9.	Firm's Registration Certificate with FBR/Chamber of Co (Attach Copy of relevant CERTIFICATE)	mmerce/Registrar of Companies
10.	In case PARTNERSHIP (Attach particulars at serial 1,	2,3,4,5 and 6 of each partner).
(k	Kindly fill in the above form and forward it under your owr	n letter head with contact details)

CHECK OFF LIST				
Tender Control No: _340				
Firm Name: M/s				
Opening Date:				
Documents Attached	Yes			
Technical offer in duplicate				
Commercial offer				
Technical Specs				
Earnest Money (Original+ Copy)				
Bank Challan				
DP-1 Form				
DP-2 Form				
DP-3 Form				
Tax Filling Proof				
DGDP Registration Letter				
Authorization Letter				
Principal Invoice				
Sig				