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 D	Description					
IT Opening Date						
Firm Nar	me					
Postal A	ddress					
Email Ad	dress for Co	rrespondence				
		9				
		(Landline) (
		tached with Quotation	(17100110	/		
		<u> </u>	de Calanda a la alla a a ca	(-t- 00 - 0l-	_1	
		proposal in a sealed envelope w ils given below:	nich shail con	tain 03 x Seale	3	
<u> </u>	•					
		 Technical Offer in Duplicate contain 02 x sets of Technical Offe 	r (01 v Origina	I + 01 v Conv) F	ach Set must	
		cuments as per this order and Supp				
	•	s have been attached:				
S No		Document		Original Set	Copy Set	
1.	Bank Challa	an		•		
2.	Principal Au	thorization Letter (where applicabl	e)			
3.		voice (Muted – without Price) (wher				
4.	DP -1 Form	of IT (with compliance remarks)				
5.		rm of IT with compliance remarks	against each			
	clause of th	,				
6.		Offer / Specs				
7.		IT (with compliance remarks)				
8.		C of IT (with compliance remarks)				
9.		of IT (dully filled & signed)				
10.		istration Letter (If firm is registered v	with DGDP)			
11.	Tax Filling F	Proof				
<u>Sealed</u>	Envelop 2 -	Earnest Money				
	This Envelop must contain Earnest Money only.					
Sealed	Envelop 3 -	Commercial Offer				
This Envelop must contain following documents:						
1.	Firm's Commercial Offer 01 x Original					
2.	Principal Inv	voice (where applicable)	01 x Original			
3.	Dully filled [DP-2 Form of IT	01 x Original			

Firm's Declaration

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

Firm's Authorized S	ignatures
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DIRECTORATE PROCUREMENT (NAVY)

	Tender No		
M/s			
	Date		
INVITATION TO TENDER AND GEN	IERAL INSTRUCTIONS		
Dear Sir / Madam,			
` ',	ender for the supply of stores/equipment/ ned Schedule to Tender (Form DP-2).		
the successful bidder is governed by	subsequent contract agreement awarded to the rules / conditions as laid down in PPRA 2017) covering general terms & conditions	Understood agreed	Understood not agreed
upon you and your firm to first a (www.ppra.org.pk) and DPP&I-35 (Revi DGDP Registration Cell on Phone National tender. If your firm / company post capability, you must be registered or	GDP. As a potential bidder, it is incumbent acquaint yourself with PPRA Rules 2004 sed 2017) (print copy may be obtained from No. 051-9270967 before participating in the sesses requisite technical as well financial r willing to register with DGDP to qualify for ade after security clearance and provision of tioned in Para 15 of this DP-1.		
I/T (Invitation to Tender) i.a.w PPF entered into between the parties Directorate General Defence Purcaccordance with the law of contract Purchase Procedure & Instructions a	racts. The 'Contract' made as result of this RA Rules 2004 shall mean the agreement i.e. the 'Purchaser' and the 'Seller' on chase (DGDP) contract Form "DP-19" in Act, 1872 and those contained in Defence and DP-35 (Revised 2017) and other special en contract for the supply of Defence Stores /	Understood agreed	Understood not agreed
·	ender documents covering technical and as under:-	Understood agreed	Understood not agreed
quoted in figures as well as i	e offer will be in duplicate and indicate prices n words in the currency mentioned in IT. It in fact on a separate sealed envelope		

"Commercial Offer", tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

b. <u>Technical Offer: (Where Applicable).</u> Should contain all relevant specifications in <u>DUPLICATE</u> (or as specified in IT) along with essential literature/brochure, drawings and compliance metrics in a separate sealed envelope and clearly marked "Technical Offer" without prices, with tender number and date of opening. Technical offer shall be opened first; half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:

Understood	Understoo		
agreed	not agreed		

Understood not agreed

S.No	Technical requirement per IT	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)

- c. <u>Special Instructions.</u> Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.
- d. Firms shall submit their offers in two separate envelopes (i.e. two copies of commercial offer and two or more copies of the technical offer as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated

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, Naval Residential Complex, E-8, Islamabad Contact: 051-9262311 Reception: Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavv.gov.pk adpn32@paknavy.gov.pk Date and Time For Receipt of Tender. Tender must reach this office by Understood 5. 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 051-9271468 well before the opening date / time. **Tender Opening.** Tenders will be opened as mentioned in the schedule to Understood 6. Understood tender. Commercial offers will be opened at later stage if Technical Offer is found not agreed 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. 7. Validity of Offer. The validity period of quotations must be indicated and should Understood Understood agreed not agreed invariably be 120 days from the date of opening of Technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26. 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 Understood Understood agreed not agreed the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of

in the tender documents, without any indication that there is a tender

within it.

and firm shall supply these at the rate quoted. 9. Quoting of Rates. Only one rate will be quoted for entire quantity, item Understood Understood not agreed wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). 10. Return of I/T. ITs are to be handled as per following guidelines: Understood Understood agreed not agreed In case you are Not quoting, please return the tender inquiry stating a. 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 Understood Understood agreed not agreed 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. **Provision of Documents in case of Contract.** 12. Understood Understood In case any firm agreed not agreed wins a 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 respective Department of Commerce authorizing export of subject stores. Principal/Agency Agreement. C. d. Registration with DGDP (Provisional Registration is mandatory) 13. **Treasury Challan.** Offers by registered firms must be accompanied with a Challan Attached Not Attached form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered

accepting the whole or any part of the tender or portion of the quantity offered.

by one Challan.

		are to acquire prior appro	val from lal applicat	exed with DGDP (Registration Section DP (Navy) to participate in the tendion accompanied by Challan Form	er	
P	ay O		Deposit R	our tender must be accompanied by leceipt (CDR) in favor of CMA (DF		Not Attacl
		a. Rates for Contraction ceiling for different categor		e of earnest money and its maximuns would be as under:-	ım 🗀	
		(i) Registered/I value subject to ma		Pre-Qualified Firms. 2% of the quote iling of Rs. 0.2M	ed	
				fied but Un-indexed Firms. 3% aximum ceiling of Rs. 0.2M	of	
				-Qualified/Un-indexed Firms. 5% on aximum ceiling of Rs. 0.4M	f	
		Security furnished conditions (Clause subject. We have Money/Bid security	with tende 14 of D no ob and reje	Earnest Money. Earnest Money/Ber is strictly in conformity of tender/P-1 and clause 10 of DP-2) on the jection on confiscation of Earnest in case amount is improper/ insufficient in violation	TT he est of	
		on finalization of the (ii) Earnest mon	ey to the econtract. ey of the furned on	firm/firms with whom contract is submission of Bank Guarantee and		
		Documents for provision		ration: In case your firm wins deposit following documents to DGE		Understo Not agree
		3 \ ,	•	contract for provisional registration:-	··	
	S No	Local Supplier		Foreign Supplier		
	a.	Three filled copies of S of each member of manage		Three filled copies of SVA-8121-D of each member of management.		
	b.	Three filled copies of SVA	A-8121-A	Three filled copies of SVA-8121.		
	C.	Three photocopies of each member of manager		Three photocopy of Resident Card or equivalent identification Card for each member of management.		

Three PP size photographs for each member of management.

Challan Form

d.

e.

Three PP size Photographs for each member of management.

Challan Form

f.	Bank Statement for last one year.	Financial standing/audit balance sheet
g.	Photocopy of NTN	Photocopy of passport
h.		Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

nspe	Inspection Authority. Consignee & Specialist Usection shall be as prescribed	er or a team	•	Pakistan Nav	y. CINS	Understood agreed	Understood not agreed
terms	of the contract.						
17. Warra	Condition of Stores. anty/Guarantee Form DPL-		ew stores will d with contract	•	on Firm's	Understood agreed	Understood not agreed
18. submi	Documents Required. tted along with the quote:	Following	documents	are require	d to be	Understood agreed	Understood not agreed
	a. OEM/Authorized Dealership Evidence.	Dealer/Age	ent Certificat	e along wi	th OEM		

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

 19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows: a. 1st rejection on Govt. expense b. 2nd rejection on supplier expense c. 3rd rejection contract cancellation will be initiated. 	Understood agreed	Understood agreed
20. Security Deposit/Bank Guarantee. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG) from a schedule 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 agreed	Understood not agreed
21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	Understood agreed	Understood not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form 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.		
	Understood	Understood

delive	<u>Correspondence.</u> All correspondence will be addressed to the aser i.e. DP (Navy). Correspondence with regard to payment or issue of ry receipt may be addressed to CMA Rawalpindi & Consignee respectively opy endorsed to the DP (Navy).		
OEM mention and we Contra	Pre-shipment Inspection. PN may send a team of officers including member for the inspection of major equipments and machinery items at premises as per terms of contract. If not already provided for and oned in the I.T, firm(s) must clarify the place, number of persons, duration whether expenses on such visits would be borne by the Purchaser or actor. In case contractor is responsible for bearing such expenses, detailed down of the same should be given separately in the commercial offer.	Understood agreed	Understood not agreed
	Amendment to Contract. Contract may be amended/modified to include clause (s) modify the existing clauses with the mutual agreement by the er and the purchaser; such modification shall form an integral part of the act.	Understood agreed	Understood not agreed
	<u>Discrepancy</u> . The consignee will render a discrepancy report to all rned within 60 days after receipt of stores for discrepancies found in the gnment. The quantities found short are to be made good by the supplier, f cost.	Understood agreed	Understood not agreed
26.	Price Variation.		
	a. Prices offered against this tender are to be firm and final.		
	b. Where the prices of the contracted stores/raw material are 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.	Understood agreed	Understood not agreed
	c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.		
27.	Force Majeure.		
	a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the	Understood agreed	Understood not agreed

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.

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28. <u>Arbitration.</u> Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and biding arbitration as provided below:	Understood agreed	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 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.	Understood agreed	Understood not agreed
30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with	Understood agreed	Understood not agreed
DP-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.		

31. <u>Risk Purchase.</u> In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.	Understood agreed	Understood not agreed
32. Compensation Breach of Contract. 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.	Understood agreed	Understood not agreed
33. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier	Understood agreed	Understood not agreed
except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.		
34. <u>Termination of Contract.</u>	Understood	Understood
a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will 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.	agreed	not agreed
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.		

at the risk and expense (RE) of the Supplier. 35. Rights Reserved. Directorate of Procurement (Navy), Rawalpindi Understood Understood not agreed reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1). Application of Official Secrets Act, 1923. All the matters connected Understood 36. Understood not agreed with this enquiry and subsequent actions arising there from come within the 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. Acknowledgment. Firms will send acknowledgement slips within 07 days 37. Understood Understood agreed not agreed from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk

Understood

agreed

Understood

not agreed

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

38. **Disqualification.** Offers are liable to be rejected if:-

C.

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

	v. (Original Principal Invoice is not attached v	vith offer.		
of the	on of DF contra	ls by Supplier/Firm. Any aggrieved SP (N) or CINS or any other problematic act may prefer an Appeal to Standing	rea towards the execution Appeal Committee (SAC)	Understood agreed	Understood not agreed
	_	N Officers and military finance reple detail and timeline for preferring appeal	•		
	S.No.	Category of Appeal	Limitation Period	7	
	a.	Appeals for liquidated damages	Within 30 days of decision		
	b.	Appeals for reinstatement of contracts	Within 30 days of decision		
	C.	Appeals for risk & expense amount	Within 30 days of decision		
	d.	Appeals for rejection of stores	Within 30 days of decision		
	e.	Appeals in all other Cases	Within 30 days of decision		
40. 39 abo		<u>ion.</u> Any appeal received after the lapse I not be entertained.	e of timelines given in para	Understood agreed	Understood not agreed
			_		
	ake to a	ms not Registered with DGDP. Firms apply for registration with DGDP prior signs apply to the property of the p	gning of Contract.Details	Understood agreed	Understood not agreed
		on DGDP website <u>www.dgdp.gov.pk</u> .The ras 12 and 14 above and provision of doc	se ilitiis can participate ili		
	•	s of the firm alongwith NTN and GST regi			
42. registr		which are not registered with DGDP saccordance with Para 41. Besides, groun	•	Understood agreed	Understood not agreed
(FS) Tender	eam water te	rill be made for security clearance relate echnical opening. Firms undertake to pro eck by FS Team:	ed to participation in the		
Ü	_	•			
		NTN			
		ncome Tax Return			
		Sales Tax Return Sales Tax Certificate			
		Chamber of Commerce Industry Certificat	9		
		Professional Tax Certificate (Excise & Tax			
		Office/Home/Ware House Property docum	,		
	•	Utility Bills (Phone/Electricity)	ionio		
		Firm Vehicle/Personal Vehicle			
	,	CEO Visiting Card/NIC Copy, 03Xspecime	en signature of CEO		
		DGDP Registration letter			
		Firm Bank Statement			
	n. I	Non Black List Certificate			
		2 X Witness + CNIC and Mobile Numbers			
	-	Police Verification			
	-	Agency Agreement			
	s. (OEM Certificate			
	t. I	SO Certificate			
	u. \$	Stock List with value			
	v. (Company Profile/Broachers			
	w. I	Employees List			
		Firm Categories			
	-	Sole Proprietor Certificate			
	z.	Partnership Deed			

Form 29 and Form A ac. ad. **Incorporation Certificate** Understood Understood We solemnly undertake that all IT clauses marked as "Understood & 43. not agreed Agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations. 44. The above terms and conditions are confirmed in total for acceptance. 45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B. Sincerely yours, (To be Signed by Officer Concerned) Rank:_____ Name:

Pvt Limited

Memorandum of Articles

aa.

ab.

DPL-15 (WARRANTY)

FIRM'S NAME: M/s		 	

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

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

SIGNATURE
DATE
PLACE

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

(i)	Contract No	dated
(ii)	Name of Firm/Contractor	
(iii)	Address of Firm/Contractor	
(iv)		
(v)	Address of Guarantor	
	Amount of Guarantee Rs	
<u>(</u>		
•	(in words)
(vii)	Date of expire of Guarantee	·
	The President of Islamic Repubnic The Tresident of Military Accounts (Defence	_
Sir,		
1.	Whereas your good self have entere	ed into Contract No.
	with Messer's_	
the (einafter referred to as our customer an Contract is the submission of uncond stomer to your good self for a sum of pees/FE (as app	itional Bank Guarantee by our
	In compliance with this stipulation of undertake as under: -	the contract, we hereby agree
writte	tten Demand Notice.	, , , , , , , , , , , , , , , , , , ,
b.	To keep this Guarantee in force till _	·
store Cust if an unde the l there recei	That the validity of this Bank Guara rahead of the original/extended deliver res which so ever is later in duration on stomer i.e. M/s	y period or the warrantee of the receipt of information from our or from your office. Claim, before this day. Our liability the closing of banking hours on Guarantee. Claim received her you suffer a loss or not. On ee, this document i.e. Bank

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

ANNEX 'C' AFFIDAVIT/UNDERTAKING (WORTH RS, 100/- ON JUDICAL STAMP PAPER)

Mr	Authorized signatory/
	, do hereby solemnly affirm to DGP
	Directorate General Defence Purchase, Ministry
of Defence Production, Rawalpi	ndi that our firm M/s
	Director General Defence Purchase (DGDP) duly
•	required by registration section on
` , .	contract. I certify that the above mentioned
	is detected on any stage that our firm has not
	ector General Defence Purchase or statement
•	n will be liable for disciplinary action initiated (i,e
•	s with other Defence Establishment and Govt
· · · · · · · · · · · · · · · · · · ·	y disciplinary action taken will not be challenged
in any Court of Law.	
	Signature
Station:	
Date:	

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 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 may be rejected.
- 3. Please tick the prescribed IT instructions and confirm complied or not complied in the column given in front of each instruction.
- 4. You are requested not to use ink of any color other than black and there should be no writing/ overwriting except in the column/columns specified for that purpose.
- 5. Any overwriting will result in rejection of offer.
- 6. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same can be requested from DP (N) at Email dpn@paknavy.gov.pk

S NO	DETAIL O	F ST	ORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
	NSN: 1940-79-514-5271 HUMBER INFLATABLE BOA	T DE	STROVER LENGTH 5.3 M			
1.	COLOUR	. DE	Orange	01 (No)		
	STRAKE		Orange	. ,		
	HULL IN CONSOLE	:	Orange			
	PARENT EQUIPMENT Humber Inflatable Boat Destre		5 UK			
	SPECIFICATION OF ITEM External Length Internal Length External Beam Internal Beam Total Dia/ Chamber Boat Weight (Approx) Maximum Load Maximum Person (KG/ Persol Maximum Outboard Maximum Outboard Weight Fuel/ Baggage R.C.D Rating	: : : : : : : : :	5.3 M 4.25 M 2.28 M 1.22 M 48 M/5 340 KG 1000 KG 825/11 90 Horse Power/KW 165 KG 110 KG C			
	SCOPE OF SUPPLY Attached as per Annex "A"					
	ACCEPTANCE CRITERIA Item to be inspected as per A	nnex	"B"			
	OEM Humber Inflatable Boats, 99 Wincolmee Hull East Yorks Tel: 00(44) 1482226100 Fax: 00(44) 1482215884 www.humberinflatables.co.uk		HU28AH			

TAXES AND DUTIES			
All taxes, duties and import/export license fees payable in country en-route shipment other than Pakistan shall be paid by		country or	any other
A breakdown of the duties and taxes is to be given separate purchaser shall only re-imburse the value of stores to the firr applicable duties/taxes shall be paid by MoD centrally to FBR.	•		
Grand Total			

Terms & Conditions

1. **Special Instructions.** CINS Special Instructions Attached at Annex "C".

2. **Terms of Payment. 80%** Payment on: (1) Shipment of Stores.

20% Payment on: (2) Issuance of CRV

3. **Origin of Stores.** Imported with OEM CoC.

4. Origin of OEM. U.K

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

6. **Delivery Period.** 06 Months.

7. Trade Link between firm and OEM

8. <u>Currency.</u> Pounds Sterling

9. **Basis for acceptance. FOB** Basis

- 10. <u>Validity of Offer.</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 earlier
- 11. <u>Tendering procedure</u> Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 (b).
- 12. <u>Earnest Money/Tender Bond:</u> Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi in separate envelope for the following amounts:
 - a. Rates FOR Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-
 - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.2 M.
 - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.2 M.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4 M.

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.

- 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 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.
- d. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- e. 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.
- f. 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.
- g. Company registration certificates are to be attached with offer.
- h. Requisite amount of earnest money (in shape of CDR 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. Cheque/ crossed cheque shall not be accepted.
- 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.

<u>Note</u>: In case of failure to comply with the above instructions, Terms and Conditions, offer will liable for rejection.

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ANNEX "A"

S.No	Description	Quantity
01	Humber Inflatable Boat Destroyer Length 5.3 M, Colour:	01
	Orange, Strake: Orange, Hull in Console: Orange with	
	following accessories:	
02	ENGINE (OBM)	
	Yamaha 90 HP (with parts catalogue and user manual)	01
03	STEERING SYSTEM	
	 Teleflex heavy duty 3 spoke steering. 	01
	2. Baystar hydraulic steering including engine ram	01
	helm pump and hose upto 150 HP.	
04	CONSOLE AND ACCESSORIES	
	Sports jockey with wind screen, upholstered seat and	01
	back pad, rear back rail and grab loop for two persons.	
05	JOCKEY BENCH AND SEATING OPTION	
	1. Standard jockey with side access hatch under seat	01
	storage two persons.	
	2. Bow coushion with side tube mounted grab loops	01
	3. Front seat grab rail stainless steel.	01
06	FUEL SYSTEM	
	 Under console heavy duty reinforced plastic 70 	01
	LTRS.	
	2. Upgrade console mounted fuel guage.	01
07	TUBE ACCESSORIES	
	1. Bow jam cleat moulded rubber, D rubbing strake	01
	verticle and internal securing bolt	
	2. Double skin tube top protection bounded bow to	01
	transom each side	
	3. Hypalon fabric protection (Orca)	01
	4. Life line internally mounted straight of tube each	01
	side	
	5. External life line	01

BOAT SAT/ ACCEPTANCE CRITERIA

- 1. Before Lowering, following will be checked:
 - a. Hull structure for any damage.
 - b. Air bunks are fully pressurized/ charged. Check for any leakage.
 - c. Battery charging system and charging battery.
 - d. Checking of fuelling system and fuel tanks.
 - e. Checking of:
 - i. Oars
 - ii. Pump
 - iii. Boat anchor
 - iv. Radar reflector
 - v. Navigation Lights
 - vi. Boat repair kit
 - vii. Communication set
 - viii. Compass
 - ix. Guide book (Boat Manual)
- 2. After Lowering, following will be checked:
 - a. Boat stability
 - b. Ignition switch working
 - c. Checking of cooling water after switching ON.
 - d. Check throttle is working smoothly.
 - e. Check head and stern movements.

Indent No.2113203

SPECIAL INSTRUCTIONS

SPECIAL INSTRUCTIONS				
<u>Description</u>	Firm's 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:- Pattern/Part Numbers of stores Description of stores along with quantity List of Serial Numbers or Batch Numbers or Lot Numbers as embossed / engraved on the stores as applicable. Date/Period of Manufacture Conformance to standards/specifications quoted in the IT 				
 c. OEM Lab 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.

	<u>DP-3</u>
Tender No	Name of the Firm
To: Tender No	
Directorate of Procurement (Navy) Through Bahria Gate	
Near SNIDS Centre, Naval Residential Complex, E-8,	
Islamabad Contact: Reception: 051-9262311	
Bahria Gate: 331-5540649 Section: 051-9262302	
Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk	
Dear Sir	
	curement (Navy) the stores detailed in schedule to the tender
schedule and further agree that this offer will remain	the acceptance of tender at the prices offered against the said a valid up to 120 days and will not be withdrawn or altered in ated therein or on before this date. I/we shall be bound by a the prescribed time.
35 (Revised 2002) included in the pamphlet entitle General Defence Purchase) "General Conditions	and General Conditions Governing Contract in Form No. DP-d, Government of Pakistan, Ministry of Defence (Directorate Governing Contracts" and have thoroughly examined the e schedule hereto and am/are fully aware of the nature of the rictly in accordance with the requirements.
3. The following pages have been added to and form	n part of this tender:
A B	
C	Vours faithfully
	Yours faithfully,
	(Signature of Tenderer)
	(Capacity in which signing) Address:
	Date
	Signature of Witness Address
*Individual signing tender and/or other documents cor	nnected with a contract must specify:-
(a) M/bathar signing on "Cala Drawistor" of the fir	

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

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

IMPORTANT

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

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