INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2114126/R-2111/340199</u> dated <u>11 Nov 21</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>08 Dec 21</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.

OTV/

SCHEDULE OF STORES

DETAIL OF STORES

| S NO | DETAIL OF STORES | QTY/ UNIT | UNIT PRICE (RS) | TOTAL PRICE (Rs) | | |
|---------|--|----------------------|-----------------------|---------------------|--|--|
| 1. | CLASS AND GROUP NO. 0442 PATT NO. 0442-50-442-0046 | | | | | |
| | PAINT FINISHING GOLDEN YELLOW USE: DECORATIVE FINISHING FOR MOTOR VEHICLES, THINNER HIGH OCTANE PETROL FLASH POINT: 32 DEGREE C (MIN) | 5,000 Liter | | | | |
| | PACKING: 04 Ltr Tin. Gauge of Tin 26 to 28 SWG | | | | | |
| | SPECIFICATION: 1. DEFSTAN 80-54/4 OF 2005 2. COLOUR SHADE NO. 356 OF BS 381-C OF 1996 3. STAGE INSPECTION PRESCRIBED. | | | | | |
| 2. | 2. NSN NO. 0442-50-001-0598 | | | | | |
| | PAINT, FINISHING, HEAT RESIST ALUMINUM (HEAT RESISTING TE 535°C/650°C) | NG 3,500 MP Litre | | | | |
| | APPLICATION: BRUSHING, FLASH POINT: 23 DEGREE C (MIN), TYPE: SILICON RESPRINCIPAL COMPONENT: ALUMIN | | | | | |

| PIGMENT/PASTE 50% (MIN) LEAFING, THINNER: XYLENE OR PETROLEUM NAPTHA | | |
|---|--|--|
| PACKING: 04 LTR TIN. (GAUGE OF TIN 26 to 28 SWG) | | |
| SPECIFICATION: | | |
| 1. NS/P/001 OF 2013 (REVISED EXCEPT FLASH POINT) 2. STAGE INSPECTION PRESCRIBED | | |

NOTE:

- 1. The stores must be brand new of manufacture in original sealed packing.
- 2. The OEM will supply material safety and technical data sheet at the time of inspection & with each delivery.
- Date of manufacturing and date of expiry to be marked on each container provided by the firm.
- 4. Contract No and date to be marked on each packing drum/tin.
- 5. The item must be delivered at least 85% of the shelf life remaining.
- 6. Flash point and highly inflammable to be marked on each tin/drum/container.
- 7. Ullage 5% to 10% of the internal volume of the drum/tin.
- 8. Flammable to be marked on each drum.
- 9. Marking on the package must be legible. Packaging of fragile stores to be marked with appropriate international symbols.
- 10. Stores required on Supply Order Basis against consignee's supply order subject to requirement.
- 11. SOB for the period of 02 Years and extendable for 01 Year upon mutual consent.
- 12. Item must be laboratory tested for acceptance.
- 13. Detailed application / handling instruction to be provided by the firm.
- 14. Firm will comply / confirm all IT clauses including specification, packing, general terms and conditions 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**.
- 15. 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.

| es or No) No | Sale Tax |
|--------------|----------|
|--------------|----------|

Terms & Conditions

1. N/A Special Instructions.

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

order and issuance of CRV. Part payment and part

supply is allowed.

3. **Origin of Stores.** Indigenous

(To be indicated in Technical Offer)

Origin of OEM. 4. Local

(To be indicated in Technical Offer)

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

6. SOB for the period of 02 years and further **Delivery Period.**

extendable for 01 year.

7. Pak Rupees Currency.

8. Basis for acceptance. FOR

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

> 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. Earnest Money/ Bid Security:

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

under:-

REGISTERED/INDEXED/PRE-QUALIFIED

FIRMS

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

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

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

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

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

| IT Openi Firm Nar Postal A Email Ac | ne ddress ldress for Col Person Name | · | 1 | | | | |
|--|--|---|-----------------------|--------------|-------|-------------------|-------------|
| | | tached with (| Quotation |) (1010 | DIIE | · |) |
| | | | ealed envelope | which ch | ماا د | eontain 02 v Sa | alad |
| | • | ils given belov | • | WINCH SHE | all C | ontain 03 x 3e | aieu |
| Sealed | Envelop 1 – | Technical Offe | er in Duplicate | | | | |
| This en | velope must o | contain 02 x s | ets of Technica | al Offer (01 | 1 x | Original + 01 x | Copy). Each |
| Set mus | st contain foll | owing docum | ents as per this | order and | d St | ipplier is to mai | rk tick |
| ✓ agair | nst each to er | nsure that the | se documents l | nave been | att | ached: | |
| ✓ against each to ensure that these documents have been attached: S No Document Original Set Copy | | | | Copy Set | | | |
| 1. | Bank Challa | an | | | | <u> </u> | |
| 2. | Principal Au | thorization Le | etter (where ap | plicable) | | | |
| 3. | Principal Invapplicable) | ncipal Invoice (Muted – without Price) (where | | | | | |
| 4. | DP -1 Form | of IT (with co | mpliance rema | rks) | | | |
| 5. | | n of IT with co of the Annex | ompliance rema (A) | arks agains | st | | |
| 6. | Technical O | Offer / Specs | | | | | |
| 7. | | | liance remarks | | | | |
| 8. | | | ompliance rem | arks) | | | |
| 9. | | of IT (dully fille | | | | | |
| 10. | DGDP Registration Letter (If firm is registered with DGDP) | | | | | | |
| 11. | Tax Filling Proof | | | | | | |
| Sealed | | Earnest Mor | | | | | |
| | | | in Earnest Mon | ey only. | | | |
| <u>Sealed</u> | | Commercial | | | | | |
| | | | in following doc | | | | |
| 1. | | mercial Offer | | | | Original | |
| 2. | | voice (where | | | | Original | |
| 3. | Dully filled DP-2 Form of IT 01 x Original | | | | | | |

Firm's Declaration

Tender No & Date

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

| Firm's Authorized Signatures | S |
|------------------------------|---|
|------------------------------|---|

Directorate of Procurement (Navy)

Through Bahria Gate

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

Email: dpn@paknavy.gov.pk

TENDER SUMMARY

| Tender | No & Date: | - | |
|---------|----------------------|--------------|--------------|
| Tender | Description: | | |
| Technic | al Opening Date: | | |
| Comme | rcial Opening Date: | | _ |
| | | | |
| Technic | cal Opening Details | | |
| | <u> </u> | | |
| S No | Name of the Supplier | OEM | Quoted Model |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |

| | | <u>DP-3</u> |
|---------|---|---|
| Tende | er No | Name of the Firm |
| | | DGDP Registration No |
| | | Mailing Address |
| | | Date |
| | | Telephone No |
| | | Official E-Mail |
| | | Fax No |
| | | Mobile No of contact person |
| To: | | · |
| | 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 | |
| 4 1004 | Colored Street Colored to the Discrete | of December (March 1997) |
| | | of Procurement (Navy) the stores detailed in |
| | · | thereof as you may specify in the acceptance |
| | • | d schedule and further agree that this offer will |
| | | withdrawn or altered in terms of rates quoted |
| | • | on before this date. I/we shall be bound by a |
| comm | unication of acceptance to be dispatche | d within the prescribed time. |
| 2 1/1/ | to have understood the Instructions to | Tenders and General Conditions Governing |
| | | |
| | , | included in the pamphlet entitled, Government |
| | | rate General Defence Purchase) "General |
| | | proughly examined the specifications/drawings |
| | | to and am/are fully aware of the nature of the |
| | | pply stores strictly in accordance with the |
| requir | ements. | |
| 3. Th | e following pages have been added to a | nd form part of this tender: |
| а. | | |
| | | |
| | | |
| | | Yours faithfully, |
| | | (Signature of Tenderer) |
| | | (Signature of Teriderer) |
| | | (Capacity in which signing) |
| | | Address: |
| | | Date |
| | | 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 subsequence 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 2 from DGDP Registration Cell on Phone No. 0 the tender. If your firm / company possesses capability, you must be registered or willing to award of contract, which shall be made after required registration documents mentioned in | overing general terms & conditions a potential bidder, it is incumbent yourself with PPRA Rules 2004 2017) (print copy may be obtained 051-9270967 before participating in requisite technical as well financial to register with DGDP to qualify for security clearance and provision of | | |
| 3. Conditions Governing Contracts. T I/T (Invitation to Tender) i.a.w PPRA Rules entered into between the parties i.e. the Directorate General Defence Purchase (Daccordance with the law of contract Act, 187 Purchase Procedure & Instructions and DP-3 conditions that may be added to given contract Services specified herein. | s 2004 shall mean the agreement e 'Purchaser' and the 'Seller' on OGDP) contract Form "DP-19" in 72 and those contained in Defence 85 (Revised 2017) and other special | Understood agreed | Understoo not agreed |

| | ry of Tender. The fers are to be furnish | | nents covering | technical and | | |
|---|--|--|--|---|----------------------|-------------------------|
| quoted should "Comm freight/ separa clearly DP(N) | Commercial Offer. in figures as well a be clearly marke nercial Offer", tender transportation, insu- tely. Total price of mentioned. In case reserves the right to | is in words in the day in fact on a remark remark remarks and day in the items quote of more than continues to accept lowest | ne currency me a separate so ate of opening etc are to ad against the one option offe technically ac | entioned in IT. It ealed envelope . Taxes, duties, be indicated tender is to be red by the firm, cepted option if | Understood agreed | Understoo |
| specific literatu envelop numbe hour af | Technical Offer: (Mations in DUPLICA) re/brochure, drawing pe and clearly marked and date of opening ter the date and time confirm/comply with | TE (or as specifies and compliant of the compliant of the compliant of the compliant of the complete for receipt o | fied in IT) alon ce metrics in a ffer" without pri er shall be oper ender mentione | g with essential separate sealed ces, with tender ned first; half and in DP-2. Firms | Understood agreed | Understoo |
| S.No | Technical requirement as per IT | Firm's endorsement (Comply/ Partially Comply/ Non Comply | Basis of C, PC of NC i.e. Refer to page or brochure | availability enclosed from broc Literature, q | _ | |
| | d: C = Fully Comply, | | | | | |
| c. please tender due to highligh | Special Instruction be read point by po conditions should be non-acceptance onted alongwith your be rejected. | s. Tender docu int and understo e responded cle f tender condit | ments and its od properly be early. In case coins(s), the sa | conditions may fore quoting. All of any deviation ame should be | Understood agreed | Understoc not agreed |
| copy of in the I propos called | Firms shall submit the commercial offer and the commercial offer and in bold. The commercial are to be enclosed in | nd two copies o arly marked "Teo mercial offer will I offer will not in | of the technical chnical proposa include rates of dicate the rate | I offer as asked al", "Commercial of items/services s. Both types of | Understood agreed | Understoo not agreed |

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

| | e. <u>FORM DP-1, DP-2, DP-3 and Questionnaires.</u> Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. | Understood agreed | Understo |
|---|--|----------------------|--------------------------|
| | f. The tender duly sealed will be addressed to the following:- | | |
| | Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad | | |
| This I receive time we legitime opening couries | Date and Time For Receipt of Tender. Tender must reach this office by ate and time specified in the Schedule to Tender (Form DP-2) attached. Directorate will not accept any excuse of delay occurring in post. Tenders red after the appointed/ fixed time will NOT be entertained. The appointed will, however, fall on next working day in case of closed/forced holiday. Only nate/registered representatives of firm will be allowed to attend tendering. In case your firm has sent tender documents by registered post or service, you may confirm their receipt at DP (Navy) on Phone No 267412 well before the opening date / time. | Understood agreed | Understood not agreed |
| accep for op registe Tende | Tender Opening. Tenders will be opened as mentioned in the schedule to r. Commercial offers will be opened at later stage if Technical Offer is found table on examination by technical authorities of Service HQ. Date and time bening of Commercial offer shall be intimated later. Only legitimate / ered representative of firm will be allowed to attend tender opening. ers received after date & time specified in DP-2 would be rejected without tion and returned un-opened i.a.w Rule 28 of PPRA-2004. | Understood agreed | Understood not agreed |
| 7. | Validity of Offer. | | |
| | a. The validity period of quotations must be indicated and should 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. | Understood agreed | Understood not agreed |
| | b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied | Understood agreed | Understood not agreed |

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

c. 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.

Understood Understood

Understood not agreed

11. <u>Withdrawal of Offer</u>. 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.

agreed not agreed

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

Understood agreed 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. **Treasury Challan.**

Attached Not Attached

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

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

- (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.100 Million.
- (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.150 Million.
- (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.200 Million.

b. Return of Earnest Money

- (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
- (ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).
- **15.** <u>Documents for provisional registration:</u> In case your firm wins a contract on Earnest Money (EM), it will deposit following documents to DGDP (Registration Section) before the award of contract for provisional registration:-

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

| Ç | g. | Photocopy | of NTN | Photoco | by of passpor | t |
|---|----|----------------------|-------------------------------|---------|--------------------------------------|------------------------------|
| ł | ٦. | Foreign Agreement | Principal t in case of loo | Trading | Agreement House/ /Stockiest et | in case of Company/ c. |

| • | | CINS, Joint Inspection will be carried out by r or a team nominated by Pakistan Navy. CINS in DP-35 and PP & I (Revised 2017) or as per | Understood agreed | Understood not agreed |
|--------------|--|---|----------------------|--------------------------|
| • | of the contract. | | | |
| 17. Warra | Condition of Stores. anty/Guarantee Form DPL- | Brand new stores will be accepted on Firm's 15 enclosed with contract. | Understood agreed | Understood not agreed |
| | | | | |
| 18. submi | Documents Required. itted along with the quote: | Following documents are required to be | Understood agreed | Understood not agreed |
| | a. OEM/Authorized | Dealer/Agent Certificate along with OEM | | |

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

| 19. 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 | | Understood not agreed |
| supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedule Bank 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 CSD/Bank draft. 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 email address given on page 1. Format of BG is enclosed at Annex B. | | |
| 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 and Erirm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance: | agreed | Understood not agreed |
| a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shal 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 adpn@paknavy.gov.pk | agreed | Understood not agreed |
| 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. | agreed | Understood not agreed |
| 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 of indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9267412 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities. | agreed | Understood not agreed |

| delive | <u>Correspondence.</u> All correspondence will be addressed to the aser i.e. DP (Navy). Correspondence with regard to payment or issue of try receipt may be addressed to CMA Rawalpindi & Consignee respectively opy endorsed to the DP (Navy). | Understood agreed | Understood not agreed |
|---------------------------|---|----------------------|--------------------------|
| OEM mention and we Contra | <u>Pre-shipment Inspection</u> . 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 erned 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 | Understood agreed | Understood not agreed |

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

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

| 28. Arbitration. Parties shall make their attempt to settle all dispute | s arising | Understood | Understoo |
|---|------------|------------|------------|
| under this contract through friendly discussions in good faith. In the event | vent that | agreed | not agreed |
| either party shall perceive such friendly discussion to be making in | sufficient | | |
| 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 a | rbitration | | |
| as provided below: | | | |

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

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

| with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35. | | |
|---|----------------------|-------------------------|
| 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 | Understoo |
| 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 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. | Understood agreed | Understoon not agreed |
| 34. <u>Termination of Contract.</u> | | |
| 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. | Understood agreed | Understoo 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. | | |

Risk Purchase. In the event of failure on the part of supplier to comply

31.

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.

| | Rights Reserved. Directorate of Procurement (Navy), Rawalpindies full rights to accept or reject any or all offers including the lowest. | Understood agreed | Understoo not agreed |
|---------|--|----------------------|--------------------------|
| Ground | ds for such rejections may be communicated to the bidder upon written t, but justification for grounds is not required as per PPRA Rule 33 (1). | | |
| with th | Application of Official Secrets Act, 1923. All the matters connected is enquiry and subsequent actions arising there from come within the | Understood agreed | Understood not agreed |
| comple | of the Official Secrets Act, 1923. You are, therefore, requested to ensure ste secrecy regarding documents and stores concerned with the enquiry limit the number of your employees having access to this information. | | |
| | Acknowledgment. Firms will send acknowledgement slips within 07 days e date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk | Understood agreed | Understood not agreed |
| 38. | Disqualification. Offers are liable to be rejected if:- | | |
| | a. Received later than appointed/fixed date and time. | Understood | Understood |
| | b. Offers are found conditional or incomplete in any respect. | agreed | not agreed |
| | c. There is any deviation from the General /Special/Technical | | |
| | Instructions contained in this tender. | | |
| | d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are | | |
| | NOT received with the offers. | | |
| (| 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.

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

| 39. | | S by Supplier/Firm. Any aggnered | | derstood Understood eed not agreed | |
|---|-----------|---|---|---------------------------------------|--|
| decision of DF (N) of Cinds of any other problematic area towards the execution | | | | | |
| compr | ising P | ct may prefer an Appeal to Standing N Officers and military finance rep e detail and timeline for preferring appea | 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 | | |
| 40. | | ion. Any appeal received after the lapse I not be entertained. | e of timelines given in para $^{ m Unc}_{ m agr}$ | derstood Understood eed not agreed | |
| Ja abi | JVG SITAL | THOU DE GHIERIAINEG. | | | |
| 41. | For Fir | ms not Registered with DGDP. Firms | not registered with DGDP Und | lerstood Understood | |

can be found on DGDP website www.dgdp.gov.pk. These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

42. Firms which are not registered with DGDP should initiate provisional Understood registration in accordance with Para 41. Besides, ground check by Field Security

undertake to apply for registration with DGDP prior signing of Contract. Details

registration in accordance with Para 41. Besides, ground check by Field Security agreed (FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents

not agreed

Understood

for ground check by FS Team:

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

| | u. | Stock List with value | | |
|-----|---------|------------------------------|--|--|
| | V. | Company Profile/Broacher | rs | |
| | 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 | II not be changed / withdrav | II IT clauses marked as "Understood & Understood agreed not agreed | |
| 44. | The a | bove terms and conditions | are confirmed in total for acceptance. | |
| 45. | Forma | at of DPL-15 (warranty form | and PBG are enclosed as Annex A & B. | |
| | | | Sincerely yours, | |
| | | | (To be Signed by Officer Concerned) Rank: NAME: | |
| | | | | |

t.

ISO Certificate

DPL-15 (WARRANTY)

| FIRM'S NAME: M/s | | | | | | | |
|------------------|--|--|--|--|--|--|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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

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

| SIGNATURE | _ |
|-----------|---|
| DATE | |
| PLACE | |

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

| (i) | Contract No | dated |
|---|--|---|
| (ii) | | |
| (iii) | | |
| (iv) | Name of Guarantor | |
| (v) | | |
| | Amount of Guarantee Rs. | |
| <u>`</u> | | |
| ` | | (in words) |
| (vii) | Date of expire of Guarante | 9 |
| | | c Republic of Pakistan through the (Defence Purchase) Rawalpindi. |
| Sir, | | |
| 1. | Whereas your good self ha | ve entered into Contract No. |
| | with Messer's | |
| | | |
| the C | Contract is the submission comer to your good self for a | stomer and that one of the conditions of of unconditional Bank Guarantee by our a sum of Rsapplicable) |
| | In compliance with this stip undertake as under: - | ulation of the contract, we hereby agree |
| | | onally on demand and/or without any amount not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your |
| writte | en Demand Notice. | as would be membried in your |
| b. | To keep this Guarantee in | force till |
| year Store Custo if any unde the I there recei | ahead of the original/extenders which so ever is later in domer i.e. M/sy must be duly received by this Bank Guarantee shall deat date of the validity of eafter shall not be entertained by of payment under this | ank Guarantee shall be kept one clear ed delivery period or the warrantee of the uration on receipt of information from our or from your office. Claim, 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 guarantee, this document i.e. Bank led, discharged and returned to us. |

| d. That we shall inform your office re of this Bank Guarantee one clear month this Guarantee. | |
|--|--|
| e. That with the consent of our custerm/clause of the contract or add/delecontract without making any reference to to receive any such amendment/alternative such like actions do not increase our multiple of the contract without making any reference to to receive any such amendment/alternative like actions do not increase our multiple of the contract of add/delect of the contract of the contract of add/delect of the contract of the | ete any term/clause to/from this us. We do not reserve any right tion or addition/deletion provided nonetary liability under this Bank to Rs (Rupees |
| f. That the Bank Guarantee herein by any change in the constitution of Vendor. | |
| g. That this an unconditional Bar enchased on sight on presentation Customer/Seller or Vendor. | |
| | Guarantor |
| Dated: | |
| | (Bank Seal and Signatures) |

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY IMPORTANT

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

| 1. | Name : | |
|-----|--|-----------------------------------|
| 2. | Father's Name : | |
| 3. | Address (Residential) : | |
| 4. | Designation in Firm : | |
| 5. | CNIC :(Attach Copy of CNIC) | |
| 6. | NTN :(Attach Copy of NTN) | |
| 7. | Firm's Address : | |
| 8. | Date of Establishment of Firm : | |
| 9. | Firm's Registration Certificate with FBR/Chamber of Com (Attach Copy of relevant CERTIFICATE) | merce/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 own | 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 | | | | |