INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2114217/R-2111/340264</u> dated <u>29 Nov 21</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>29 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)	PRICE (Rs)
1.	CLASS AND GROUP NO.0442 NSN NO. 0442-50-943-4481 PAINT ACID & ALKALI RESISTING A/R (Black) FLASH POINT: 32 DEGREE C (MIN), PACKING: STANDARD OEM 04 LTR TIN NON CORROSIVE GAUGE OF TIN 26 TO 28 SWG	1600 Liters		
	SPECIFICATION: 1. NS/P/010 OF 2013 (Revised). 2. STAGE INSPECTION PRESCRIBED. 3. DEFSTAN 80-72/3 OF 2006			
2.	NSN NO. 0442-50-943-4483 PAINT FINISHING ACID & ALKALI RESISTING SIGNAL RED 537 FLASH POINT: 32 DEGREE C (MIN), PACKING: STANDARD OEM 04 LTR TIN NON CORROSIVE GAUGE OF TIN 26 TO 28 SWG	2000 Liters		
	SPECIFICATION: 1. DEFSTAN 80-72/3 OF 2005. 2. NS/P/010 OF 2013 (Revised). 3. STAGE INSPECTION PRESCRIBED. 4. COLOUR SHADE NO. 537 TO BS-381-C OF 1996.			

NOTE:

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

Terms & Conditions

1. **Special Instructions**. N/A

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)

4. **Origin of OEM.** Local

(To be indicated in Technical Offer)

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

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

extendable for 01 year.

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

8. **Basis for acceptance.** FOR

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

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

Rule-26.

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

at firm's premises.

11. <u>Tendering procedure</u> Single stage - Two Envelop bidding procedure will

be followed as per PPRA Rule 36 (b).

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

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

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

(a) 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

(b) 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

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

(c) 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

13. Return of Earnest Money:

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

14. Special Note.

- a. All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).
- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.
- c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo. Acceptance of firm's offer, firms not registered with DGDP is subject to security clearance. All firms who do not provide requisite documentary or security wise not cleared by DGDP (FS Team) will be rejected.
- d. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- e. Company registration certificates are to be attached with offer.
- f. Requisite amount of earnest money (in shape of Bank Draft in the favour of CMA (DP)) is to be attached in **separate envelop in sealed condition with the Technical offer.** Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted.
- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer in duplicate.
- DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- j. Only registered supplier on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- k. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayer list is submitted alongwith payment documents.

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

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

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

Tender D	Description					
T Opening Date						
•	Firm Name					
Postal Ad	Postal Address					
		rrespondence				
		9			_	
Contact I		(Landline)				
		tached with Quotation	(IVIODII)	_	/	
		roposal in a sealed envelope which	chall a	contain 03 v Ses	مامط	
			i Silali i	Contain 03 x 3ea	al c u	
Envelops	as per detai	ils given below:				
Sealed	Envelop 1 –	Technical Offer in Duplicate				
		contain 02 x sets of Technical Offe	r (01 x	Original + 01 x	Copy). Each	
	-	owing documents as per this order	-	-		
		nsure that these documents have b		• •		
S No	Document			Original Set	Copy Set	
1.	Bank Challa	an		Original Cot		
2.		thorization Letter (where applicable	le)			
3.		nvoice (Muted – without Price) (where				
	applicable)					
4.	DP -1 Form	of IT (with compliance remarks)				
5.	DP – 2 Forn	n of IT with compliance remarks ag	jainst			
		e of the Annex A)				
6.	Technical O					
7.		IT (with compliance remarks)				
8.		C of IT (with compliance remarks)				
9.		of IT (dully filled & signed)				
10.	DGDP Registration Letter (If firm is registered with					
4.4	DGDP)					
	11. Tax Filling Proof Sealed Envelop 2 – Earnest Money					
Sealed						
Coolod		p must contain Earnest Money only	у.			
Sealeu		<u>Commercial Offer</u> p must contain following document	· c ·			
1.		mercial Offer		Original		
2.						
3.	Principal Invoice (where applicable) O1 x Original O1 x Original					
٥.	Dany Iniou L		1017	- igiiiai		

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	
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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:

Technical C	scription:		<u> </u>
Technical (Opening Details		
S No	Name of the Supplier	OEM	Quoted Model

	<u>DP-3</u>
Tender No	Name of the Firm
	DGDP Registration No
	Mailing Address
	Date
	Telephone No
	Official E-Mail
	Fax No
	Mobile No of contact person
To:	Weblie 140 of contact percon
Directorate of Procurement (Nav	
through Bahria Gate Near SNIDS	• ,
<u> </u>	
Centre, CDA Market	
at Naval Residential Complex	
Sector E-8, Islamabad	
Tele: 051-9262310	
Email : dpn@paknavy.gov.pk	
D 0:	
Dear Sir	
schedule to the tender inquiry or such of tender at the prices offered against remain valid up to <u>120 days</u> and will	Director of Procurement (Navy) the stores detailed in portion thereof as you may specify in the acceptance the said schedule and further agree that this offer will not be withdrawn or altered in terms of rates quoted
and the conditions already stated the communication of acceptance to be dis	rein or on before this date. I/we shall be bound by a spatched within the prescribed time.
Contract in Form No. DP-35 (Revised of Pakistan, Ministry of Defence (Conditions Governing Contracts" and I and/ or patterns quoted in the schedu	cions to Tenders and General Conditions Governing 2002) included in the pamphlet entitled, Government (Directorate General Defence Purchase) "General nave thoroughly examined the specifications/drawings le hereto and am/are fully aware of the nature of the sto supply stores strictly in accordance with the
3. The following pages have been add	led to and form part of this tender:
ab	
	Yours faithfully,
	(Signature of Tenderer)
	(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,		
DP (Navy) invites you to tender for services as per details given in attached Sche		
2. <u>Caution</u> : This tender and subseque the successful bidder is governed by the rules Rules-2004 and DPP&I-35 (Revised 2017) of contracts laid down by MoDP / DGDP. As upon you and your firm to first acquaint (www.ppra.org.pk) and DPP&I-35 (Revised 2017) from DGDP Registration Cell on Phone No. (the tender. If your firm / company possesses capability, you must be registered or willing the award of contract, which shall be made after required registration documents mentioned in	s / conditions as laid down in PPRA overing general terms & conditions a potential bidder, it is incumbent yourself with PPRA Rules 2004 2017) (print copy may be obtained 051-9270967 before participating in requisite technical as well financial to register with DGDP to qualify for security clearance and provision of	
3. Conditions Governing Contracts. T I/T (Invitation to Tender) i.a.w PPRA Rules entered into between the parties i.e. the Directorate General Defence Purchase (Daccordance with the law of contract Act, 187 Purchase Procedure & Instructions and DP-3 conditions that may be added to given contract Services specified herein.	s 2004 shall mean the agreement agreement (Purchaser' and the 'Seller' on DGDP) contract Form "DP-19" in 22 and those contained in Defence 35 (Revised 2017) and other special	Jnderstoo ot 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 number and day irance charges the items quote of more than contacted accept lowest	ne currency me a separate so ate of opening beta etc are to additionally accepted 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 not agreed
specific literatu envelo numbe hour at	Technical Offer: (We cations in DUPLICA) re/brochure, drawing pe and clearly marked rand date of opening ter the date and time confirm/comply with	TE (or as specified as and compliant of the compliant of the compliant of the complex of the com	fied in IT) alon ce metrics in a ffer" without pri er shall be oper ender mentione	g with essential feeparate sealed ces, with tender ned first; half and in DP-2. Firms	Understood agreed	Understood not agreed
S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	i.e. Refer to page or	from brock	ng as	
	d: C = Fully Comply, nust clearly identify where					
please tender due to highlig	Special Instruction be read point by po conditions should be non-acceptance of nted alongwith your be be rejected.	int and understo e responded cle f tender condit	ood properly be early. In case o ions(s), the sa	fore quoting. All for any deviation ame should be	Understood agreed	Understood not agreed
copy of in the lipropos	Firms shall submit the commercial offer and the commercial offer and the commercial in bold. The commercial in bold.	nd two copies o arly marked "Teo mercial offer will	of the technica chnical proposa include rates o	I offer as asked al", "Commercial of items/services	Understood agreed	Understood not agreed
called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be						

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

	e. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement 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		Understood agreed	Understood not agreed
accep for op registe Tende		Understood agreed	Understood not agreed
7.	Validity of Offer.		
	on the familiary position of quotients in the first and in the control of the con	Understood agreed	Understood not agreed
	The first of the second	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 Understood Understood the tender that the rate quoted, shall apply only if the entire quantity/range of not agreed

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.		
9. Quoting of Rates. Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPR/Rule-30(2).	agreed d	Understood not agreed
10. Return of I/T. ITs are to be handled as per following guidelines:		
a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs eithe quoted or not quoted consequently on three occasions, this Directorate, in	r agreed	Understood not agreed
the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.		
b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores		Understood not agreed
do not quote / participate.		
c. It is a standard practice to invite all firm(s) including those un registered with DGDP who gave their preliminary budgetary/ technical	agreed	Understood not agreed
proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case o your inability to do so, you must inform DP (Navy) by a formal letter/email.		
11. <u>Withdrawal of Offer</u> . Firms shall not withdraw their commercia offers before signing of the contract and within validity period of their offers. In	agreed	Understood not agreed
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.		
12. Provision of Documents in case of Contract . In case any firm wins a contract, it will deposit following documents before award of contract:	Understood agreed	Understood not agreed

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

Treasury Challan. 13.

8.

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.	Earn	est Money/Tender Bond:- Your tender must be accompanied by a	Attached	Not
Call	Depos	it Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following		Attache
amoı	ınts:-			
	a.	Rates for Contract. The rate of earnest money and its maximum		
	ceilin	g 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

Ĝ	J .	Photocopy	of NTN	Photoco	oy of passpor	t
r	۱.	Foreign Agreemen	Principal t in case of loo	Trading	Agreement House/ /Stockiest et	in case of Company/ c.

	•	· · · · · · · · · · · · · · · · · · ·	Understood agreed	Understood not agreed
•	of the contract.	μ		
17. Warra	Condition of Stores. nty/Guarantee Form DPL-	Brand new eleree will be decepted on Filling	Understood agreed	Understood not agreed
18. submi	Documents Required. tted along with the quote:	5	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. <u>Security Deposit/Bank Guarantee</u> . To ensure timely and correct 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 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 dpn@paknavy.gov.pk	Understood 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.	Understood 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 or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9267412 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.	Understood agreed	Understood not agreed

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

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

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

	ractual obligations the contract will be cancelled at the Risk and of the supplier in accordance with DP-35.		
supply the co or contract be equipment do shall be liable resulting for he rescission take imposed by to will be decide	ensation Breach of Contract. If the contractor fails to intracted stores or contract is cancelled either on RE or without RE become ineffective due to default of supplier / seller or stores / eclared defective and caused loss to the Government, contractor is to pay to the Government compensation for loss or inconvenience his default or from the rescission of his contract when such default or see place such compensation will be in excess to the RE amount, if the competent authority. Compensation amount in terms of money and by the purchase officer and will be deposited by contractor / seller int treasury in the currency of contract.	Understood agreed	Understood not agreed
compensation representative except the aggovernment a breach of succession nominated blacklisting of	ties/Commission/Gifts. No commission, rebate, bonus, fee or in any form shall be paid to any local or foreign agent, consultant e, sales promoter or any intermediary by the Manufacturer/Supplier gent commission payable as per the agent commission policy of the and as amended from time to time and given in the contract. Any ch clause(s) of the contract by Manufacturer/Supplier and/or their ted representative may result in cancellation of the contract of the Manufacturer/Supplier financial penalties and all or any other sure which the purchaser may consider appropriate.	Understood agreed	Understood not agreed
34. <u>Termir</u>	nation of Contract.		
decide for rea Supplie accept stores/ is com	If at any time during the currency of the contract the Purchaser s to terminate the contract for any reason whatsoever (other than asons of Non-Delivery) he shall have right to do so by giving the er a registered notice to that effect. In that event the Purchaser will delivery at the contract price and terms of such goods/services which are in the actual process of manufacture that pleted and ready for delivery within thirty days after receipt by the er of such notice.	Understood agreed	Understood not agreed
	In the case of remainder of the undelivered stores/goods/services rchaser 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.

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

- 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

Taxes and duties, freight/transportation and insurance charges

j. Subject to restriction of export license.

d.

Para 17.

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

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

	eals by Supplier/Firm. Any aggrieved DP (N) or CINS or any other problematic a		
comprising	ract may prefer an Appeal to Standing PN Officers and military finance rep The detail and timeline for preferring appear	at Naval headquarters,	
S.N	o. 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	
	tation. Any appeal received after the laps	e of timelines given in para agreed	
39 above s	nall not be entertained.		
	Firms not Registered with DGDP. Firms o apply for registration with DGDP prior s	•	tood Understood not agreed

Understood not agreed

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

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

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

NTN a.

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

v. Company Profile/Broachers w. Employees List x. Firm Categories y. Sole Proprietor Certificate z. Partnership Deed aa. Pvt Limited ab. Memorandum of Articles ac. Form 29 and Form A ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood 8 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: NAME:		u.	Stock List with value		
x. Firm Categories y. Sole Proprietor Certificate z. Partnership Deed aa. Pvt Limited ab. Memorandum of Articles ac. Form 29 and Form A ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood & Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood agreed shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations. 44. The above terms and conditions are confirmed in total for acceptance. 45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B. Sincerely yours, (To be Signed by Officer Concerned) Rank: (To be Signed by Officer Concerned)		V.	Company Profile/Broachers	rs	
y. Sole Proprietor Certificate z. Partnership Deed aa. Pvt Limited ab. Memorandum of Articles ac. Form 29 and Form A ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood 8 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: (To be Signed by Officer Concerned)		W.	Employees List		
z. Partnership Deed aa. Pvt Limited ab. Memorandum of Articles ac. Form 29 and Form A ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood & 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:		х.	Firm Categories		
aa. Pvt Limited ab. Memorandum of Articles ac. Form 29 and Form A ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood & Understood Agreed" 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:		у.	Sole Proprietor Certificate		
ab. Memorandum of Articles ac. Form 29 and Form A ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood & agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations. 44. The above terms and conditions are confirmed in total for acceptance. 45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B. Sincerely yours, (To be Signed by Officer Concerned) Rank:		Z.	Partnership Deed		
ac. Form 29 and Form A ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood & agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations. 44. The above terms and conditions are confirmed in total for acceptance. 45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B. Sincerely yours, (To be Signed by Officer Concerned) Rank:		aa.	Pvt Limited		
ad. Incorporation Certificate 43. We solemnly undertake that all IT clauses marked as "Understood & agreed" 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:		ab.	Memorandum of Articles		
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45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B. Sincerely yours, (To be Signed by Officer Concerned) Rank:	greed	d" shall	I not be changed / withdraw	II II clauses marked as "Understood & agreed wn after tender opening. The IT provisions	Understoon agreed
Sincerely yours, ———————————————————————————————————	4.	The ab	pove terms and conditions a	are confirmed in total for acceptance.	
(To be Signed by Officer Concerned) Rank:	5.	Forma	t of DPL-15 (warranty form)	n) and PBG are enclosed as Annex A & B.	
Rank:				Sincerely yours,	
				Rank:	

t.

ISO Certificate

DPL-15 (WARRANTY)

FIRM'S NAME: M/S							

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

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

SIGNATURE	
DATE	
PLACE	

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

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

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

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY IMPORTANT

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

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

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