#### INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2114250/R-2111/340303</u> dated <u>22-22-22</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>24-3-22</u>. Please drop tender in the Tender Box No <u>204.</u>
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped.

### **SCHEDULE OF STORES**

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE (RS)	TOTAL PRICE (Rs)
1.	NSN NO. 2590-71-516-0193 P/NO: SUVA 410a/HFC-410a-410a DUPONT REFRIGERANT 410A  PARENT EQUIPMENT: TEMPERED WATER SYS	2,996.40 KGs		
	PACKING: 11.35 KG NET DISPOSABLE CYLINDER IN OEM SEALED CYLINDER WITH PURITY LEVEL 99.5% MIN  SPECIFICATION Data Sheet is enclosed as Annex-A.			

#### NOTE:

- 1. FOLLOWING DOCUMENTS TO BE PROVIDED AT THE TIME OF INSPCTION:
  - a. OEM CERTIFICATE OF CERTIFICATE INDICATING FOLLOWING TO BE PROVIDED AT THE TIME OF INSPECTION.
    - (i) PURITY PERCENTAGE
    - (ii) MOISTURE CONTENT
    - (iii) OXYGEN CONTENT
    - (iv) TECHNICAL DATA SHEET
- 2. SUPPLIER WILL BEAR THE EXPENSE FOR TESTING OF ALL GASES

GOVERNING THE STANDARD SPECIFICATION FROM INDEPENDENT LABS.

- 3. THE CONTRACTING FIRM TO EITHER PROVIDE OEM CONFORMANCE CERTIFICATE TO CINS OR IS TO BE E-MAILED TO CINS DIRECTLY BY THE OEM. HARD COPY OF CONFORMANCE CERTIFICATE MUST FOLLOW IN ANY CASE THROUGH COURIER. ON RECEIPT CINS SHALL APPROACH THE OEM FOR VERIFICATION OF CONFORMANCE CERTIFICATES ISSUED BY THE OEM COMPANIES/FIRMS RENDERING FALSE OEM CONFORMANCE CERTIFICATES WILL BE BLACK LISTED.
- FIRM WILL PROVIDE EVIDENCE FOR IMPORTED STORES AT THE TIME OF INSPECTION.
- 5. ITEM MUST BE LABORATORY TESTED FOR ACCEPTANCE.
- 6. INSPECTION WILL BE CARRIED OUT BY CINS.
- 7. STORES REQUIRED ON SUPPLY ORDER BASIS AGAINST CONSIGNEE REQUIREMENT.
- 8. SOB CONTRACT SHOULD BE CONCLUDED FOR THE PERIOD OF 02 YEARS AND FURTHER EXTENDABLE FOR ON YEAR UPON MUTUAL CONSENT.
- 08. 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.
- 9. FIRM WILL COMPLY / CONFIRM ALL ABOVE IT CLAUSES INCLUDING SPECIFICATION, OEM COC, SPECIAL INSTRUCTION, 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.

Yes No

#### **Terms & Conditions**

1. **Special Instructions**. Attached

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

order and issuance of CRV.

3. Origin of Stores. Imported (To be indicated in Technical Offer)

4. Origin of OEM. (To be indicated in Technical Offer)

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

6. **Delivery Period.** SOB for the period of 02 years after signing of

contract.

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

8. <u>Basis for acceptance.</u> FOR

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

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

Rule-26.

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

at firm's premises.

11. **Tendering procedure** Single stage - Two Envelop bidding procedure will

be followed as per PPRA Rule 36 (b).

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

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

# REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

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

# REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

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

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

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

#### 13. Return of Earnest Money:

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

#### 14. **Special Note.**

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

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

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

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

#### **SPECIAL INSTRUCTIONS**

#### SOURCE OF SUPPLY

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

#### ORIGIN OF SUPPLY

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

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

6. In case, NSN, Part Number or Quality Standard of the indented item has been superseded by a new one before/after conclusion of contract, the supplying firm is to provide all such relevant information alongwith a documentary proof to this effect originating from the concerned OEM. If replaced part effects fittings and functioning of other associated parts as well, then details of those parts are also to be provided.

#### **DOCUMENTATION REQUIRED**

- 7. Supplying is to provide following documentation at the time of inspection:
  - a. Firm's Warranty/Guarantee on form "DPL-15".
  - b. OEM's "Certificate of Conformity" indicating following.
    - (1) Pattern/Part Numbers of stores
    - (2) Description of stores along with quantity
    - (3) List of Serial Numbers or Batch Numbers or Lot Numbers as embossed/ engraved on the stores, as applicable.
    - (4) Date/Period of Manufacture
    - (5) Conformance to standards/specifications quoted in the IT
  - c. OEM Lab Test Certificate/FATs report.

- d. Import documents comprising "Lading/Airway Bill" or "Shipping Bill" and "Bill of Entry" duty endorsed with the name of Supplying Firm if the item is sourced from abroad by local supplier/authorized dealer of OEM.
- 8. Firm/Supplier shall provide correct and valid email and fax No. to CINS and DP(N). Supplier/contracting firm shall either provide OEM/conformance certificate to CINS or is to be emailed to CINS under intimation to DP(N). Hard copy to COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates shall be black listed. "OEM's certificate" of conformity "originating from principal" who is neither the OEM not the OEM's authorized dealer/agent/stockiest will not be acceptable.

#### <u>INSPECTION</u>

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

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

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

Tender N	lo & Date			
Tender D	Description			
IT Openi	ng Date			
Firm Nar	ne			
Postal Ad	ddress			
Email Ad	dress for Correspondence			
	Person Name			<u></u>
Contact I	Number (Landline)	Mobile	<del></del>	<u> </u>
	nts to be Attached with Quotation	(		<i></i> /
	submit its proposal in a sealed envelope which	shall	contain 03 x Sea	aled
	s as per details given below:	or ian	30. Na 30 X 30	2100
Livolope	, as per detaile given below.			
Sealed	Envelop 1 – Technical Offer in Duplicate			
This en	velope must contain 02 x sets of Technical Offer	· (01 x	Original + 01 x	Copy). Each
	st contain following documents as per this order		-	
	each to ensure that these documents have been		· ·	
S No	Document		Original Set	Copy Set
1.	Bank Challan			
2.	Principal Authorization Letter (where applicabl	e)		
3.	Principal Invoice (Muted - without Price) (wher			
	applicable)			
4.	DP -1 Form of IT (with compliance remarks)			
5.	DP – 2 Form of IT with compliance remarks ag	ainst		
	each clause of the Annex A)			
6.	Technical Offer / Specs			
7.	Annex A of IT (with compliance remarks)			
8.	Annex B & C of IT (with compliance remarks)			
9.	DP-3 form of IT (dully filled & signed)			
10.	DGDP Registration Letter (If firm is registered v DGDP)	with		
11.	Tax Filling Proof			
Sealed	Envelop 2 – Earnest Money			
	This Envelop must contain Earnest Money only	<i>/</i> .		
<u>Sealed</u>	Envelop 3 – Commercial Offer			
	This Envelop must contain following document			
1.	Firm's Commercial Offer		Original	
2.	Principal Invoice (where applicable) 01 x Original			
3.	Dully filled DP-2 Form of IT	01 x	Original	

#### Firm's Declaration

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

Firm's Authorized 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 N	o & Date:		
Tender D	escription:		
Technical	Opening Date:		
Commerc	cial Opening Date:		_
Technica	ll Opening Details		
	<del></del>		
S No	Name of the Supplier	OEM	Quoted Model
	• •		

		<u>DP-3</u>	
Tende	er No	Name of the Firm	
То:	Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad Tele: 051-9262310 Email: dpn@paknavy.gov.pk		
Dear	Sir		
sched of ten remai and the	lule to the tender inquiry or such portion der at the prices offered against the said n valid up to 120 days and will not be v	of Procurement (Navy) the stores detailed thereof as you may specify in the acceptant schedule and further agree that this offer withdrawn or altered in terms of rates quoted before this date. I/we shall be bound by divithin the prescribed time.	ce vill ed
Control Part Condition and/or stores	act in Form No. DP-35 (Revised 2002) in akistan, Ministry of Defence (Director itions Governing Contracts" and have the or patterns quoted in the schedule heret	Tenders and General Conditions Governing and Included in the pamphlet entitled, Governmentate General Defence Purchase) "General roughly examined the specifications/drawing and am/are fully aware of the nature of the poly stores strictly in accordance with the	ent ral gs he
3. Th	e following pages have been added to ar	nd form part of this tender:	
b.			
		Yours faithfully,	
		(Signature of Tenderer)	
		(Capacity in which signing) Address:	

Signature of Witness.....

ADDRESS.....

## **DIRECTORATE PROCUREMENT (NAVY)**

	Tender No		
M/s			
Date			
INVITATION TO TENDER AND GENERAL IN	ISTRUCTIONS		
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 subsequenthe 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	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 o register with DGDP to qualify for security clearance and provision of		
3. Conditions Governing Contracts. To I/T (Invitation to Tender) i.a.w PPRA Rules entered into between the parties i.e. the Directorate General Defence Purchase (Directorate with the law of contract Act, 187 Purchase Procedure & Instructions and DP-3 conditions that may be added to given contract Services specified herein.	2004 shall mean the agreement 'Purchaser' and the 'Seller' on GDP) contract Form "DP-19" in 22 and those contained in Defence 5 (Revised 2017) and other special	Understood agreed	Understoo not agreed
4. <u>Delivery of Tender.</u> The tender do commercial offers are to be furnished as unde			

Understood agreed Understood not agreed

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

Understood

not agreed

Understood not agreed

Understood not agreed

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

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply) (Firms must clearly identify where their offer does not meet or deviates from IT Specs)

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

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

placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understood e. agreed not agreed (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. f. The tender duly sealed will be addressed to the following:-Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8. Islamabad Date and Time For Receipt of Tender. Tender must reach this office by Understood Understood not agreed the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9267412 well before the opening date / time. **Tender Opening.** Tenders will be opened as mentioned in the schedule to Understood Understood not agreed tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. The validity period of quotations must be indicated and should Understood Understood not agreed invariably be 120 days from the date of opening of commercial offer. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days or less as per original offer) i.a.w PPRA Rule-26. b. The quoting firm will certify that in case of an additional Understood Understood agreed not agreed requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied

5.

6.

7.

at the ongoing contract rates with discount.

stores accept	<u> </u>	Inderstood greed	Understood not agreed
trick of right to Securi	Quoting of Rates. Only one rate will be quoted for entire quantity, item in case quoted rates are deliberately kept hidden or lumped together to ther competitors for winning contract as lowest bidder, DP(N) reserves the preject such offers on-spot besides confiscating firm's Earnest Money / Bid ty and take appropriate disciplinary action. Conversion rate of FE/LC onents will be considered w.e.f. opening of commercial offer as per PPRA 50(2).	Understood agreed	Understood not agreed
10.	Return of I/T. ITs are to be handled as per following guidelines:		
	a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.	Understood agreed	Understood not agreed
	b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.	Understood agreed	Understood not agreed
	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 agreed	Understood not agreed
case t	Withdrawal of Offer. Firms shall not withdraw their commercial before signing of the contract and within validity period of their offers. In the firm withdraws its offer within validity period and before signing of the ct, Earnest Money of the firm shall be confiscated and disciplinary action to be initiated for embargo up to 01 year.	Understood agreed	Understood not agreed
12. wins a	<u>Provision of Documents in case of Contract</u> . In case any firm contract, it will deposit following documents before award of contract:	Understood agreed	Understood not agreed
	<ul> <li>a. Proof of firm's financial capability.</li> <li>b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.</li> <li>c. Principal/Agency Agreement.</li> <li>d. Registration with DGDP (Provisional Registration is mandatory)</li> </ul>		
13.	Treasury Challan.		
	a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government	Attached	Not Attached

Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.

b. Firms, un-registered / un-indexed with DGDP (Registration Section) are to participate in the tender competition accompanied by Challan Form of Rs 300 in favour of CMA (DP).

14. <b>Earnest Money/Tender Bond:-</b> Your tender must be accompanied by a	Attached	Not
Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following		Attached
amounts:-		

- a. Rates for Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-
  - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.100 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
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency	Agency Agreement in case of

	Agreement in case	e of local agent.			Comp	any/	
nsigne on sha	e & Specialist User Il be as prescribed	or a team nomin	ated by Pakista	n Navy. C	INS		Understood not agreed
				pted on F	irm's		Understood not agreed
		Following docu	ments are re	equired to			Understood not agreed
		ealer/Agent C	ertificate alon	g with	OEM		
o CINS Conform ntimation hrough of Confo	and DP(N). Suppance Certificate to DP (Navy). courier. On receipormance Certificate	plier/contracting o CINS or is to Hard copy of 0 t, CINS shall app s issued by OEI	firm shall eithe be e-mailed COC must follo broach the OEM M. Companies/	r provide to CINS u w in any I for verific	OEM under case ation		
:. C	Priginal quotation/Pr	incipal/OEM pro	forma invoice.				
n the b	ulk proforma invoid	e have not bee	n decreased sir				
e. S	Submit breakup of co	ost of stores/serv	vices on the follo	owing lines	:		
ir (i b (i (i	nport duties. i) Variable busing the federal/provin (1) General (2) Income (3) Custon related page in (4) Any other expension of the commission of the commi	ness overheads cial government al Sales Tax e Tax n Duty. PCT codes to be attached ner tax/duty. ad charges like lassion/profit, if any	like taxes and as applicable:-  de along with phythem where applicable abour, electricity	notocopy of le.	osed of the		
	Document of Conformation of Co	nspection Authority. Insignee & Specialist User on shall be as prescribed if the contract.  Condition of Stores.  Ty/Guarantee Form DPL-18  Documents Required.  The firm/supplier shall be allowed be continued by the federal/proving the bulk proforma invoice from the bulk proform	insignee & Specialist User or a team noming on shall be as prescribed in DP-35 and Pf the contract.  Condition of Stores.  Brand new store by/Guarantee Form DPL-15 enclosed with contract.  Condition of Stores.  Brand new store by/Guarantee Form DPL-15 enclosed with contract of all and provide correct of all and provide correct of CINS and DP(N). Supplier/contracting conformance Certificate to CINS or is to an another continuation to DP (Navy). Hard copy of contracting conformance Certificates issued by OEI alse OEM Conforming Certificates will be best.  Original quotation/Principal/OEM provide.  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PCT code along with photocopy of the related page is to be attached where applicable.  (4) Any other tax/duty.	Inspection Authority. CINS, Joint Inspection will be carried out by insignee & Specialist User or a team nominated by Pakistan Navy. CINS on shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per if the contract.  Condition of Stores. Brand new stores will be accepted on Firm's Understood agreed ad along with the quote:  Documents Required. Following documents are required to be Understood agreed ad along with the quote:  Documents Required. Following documents are required to be Understood agreed ad along with the quote:  Documents Required. Following documents are required to be Understood agreed and along with the quote:  Documents Required. Following documents are required to be Understood agreed and along with the quote:  Documents Required. Following documents are required to be Understood agreed and along with the quote:  Documents Required. 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19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows:

a. 1<sup>st</sup> rejection on Govt. expense

Understood agreed

<ul> <li>b. 2<sup>nd</sup> rejection on supplier expense</li> <li>c. 3<sup>rd</sup> rejection contract cancellation will be initiated.</li> </ul>		
20. Security Deposit/Bank Guarantee. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedule Bank 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	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, <a href="Permanent Blacklisting">PERMANENT BLACKLISTING</a> 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
22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of	Understood agreed	Understood not agreed

with copy endorsed to the DP (Navy). 23. **Pre-shipment Inspection**.PN may send a team of officers including Understood Understood not agreed DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T., firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer. 24. Amendment to Contract. Contract may be amended/modified to include Understood Understood agreed not agreed fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract. 25. The consignee will render a discrepancy report to all Understood Discrepancy. Understood not agreed concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost. 26. **Price Variation.** a. Prices offered against this tender are to be firm and final. Where the prices of the contracted stores/raw material are Understood b. Understood controlled by the government or an agency competent to do so on agreed not agreed 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. Except for calculation or typographical errors, the rates of the C. 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. The supplier will not be held responsible for any delay occurring in Understood Understood supply of equipment due to event of Force Majeure such as acts of God, not agreed 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 timeframe about the discontinuation same

circumstances/happening in writing. Non-availability of raw material for the

delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively

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 disputes arising	Understood	Understoo
under this contract through friendly discussions in good faith. In the event that	agreed	not agreed
either party shall perceive such friendly discussion to be making insufficient		
progress towards settlement of dispute (s) at any time, then such party may be		
written notice to the other party refer the dispute (s) to final and biding arbitration		
as provided below:		

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

31. **Risk Purchase.** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.

32. Compensation Breach of Contract. If the contractor fails to	agreed	not agreed
supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.		
33. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee 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	Understoo 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.		
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	Understood 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. <u>Acknowledgment.</u> 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:-		
<ul><li>a. Received later than appointed/fixed date and time.</li><li>b. Offers are found conditional or incomplete in any respect.</li></ul>	Understood agreed	Understood not agreed
<ul> <li>c. There is any deviation from the General /Special/Technical Instructions contained in this tender.</li> <li>d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are</li> </ul>		
NOT received with the offers.		
d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.		
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.		
<ul><li>j. Subject to restriction of export license.</li><li>k. Offers (commercial/technical) containing non-initialed/</li></ul>		
unauthenticated amendments/corrections/overwriting.		
<ul> <li>If the validity of the agency agreement is expired.</li> <li>m. The commercial offer against FOB/CIF/C&amp;F tender is quoted in</li> </ul>		
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.		
<ul> <li>q. Earnest Money is not provided with the technical offer (or as specified).</li> </ul>		
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		

u. If OEM and principal name and complete address is not mentioned.

other sources/ participants of the tender.

V.	Original Principal Invoice is not attached	with offer.	
decision of lof the control comprising	eals by Supplier/Firm. Any aggrieved DP (N) or CINS or any other problematic a ract may prefer an Appeal to Standing PN Officers and military finance rep The detail and timeline for preferring appear	Area towards the execution agreed Appeal Committee (SAC) at Naval headquarters,	ood Understoo not agreed
	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	
	ation. Any appeal received after the laps	e of timelines given in para agreed	ood Understoo not agreed
undertake to can be foun tender iaw p	Firms not Registered with DGDP. Firms apply for registration with DGDP prior s d on DGDP website <a href="https://www.dgdp.gov.pk">www.dgdp.gov.pk</a> . The paras 12 and 14 above and provision of do tus of the firm alongwith NTN and GST reg	igning of Contract. Details agreed ese firms can participate in cumentary proof regarding	od Understoo not agreed
registration (FS) Team tender after	s which are not registered with DGDP in accordance with Para 41. Besides, grou will be made for security clearance relatechnical opening. Firms undertake to preheck by FS Team:	nd check by Field Security agreed ted to participation in the	ood Understoo not agreed
a.	NTN		
b.	Income Tax Return		
C.	Sales Tax Return		
d.	Sales Tax Certificate		
e.	Chamber of Commerce Industry Certifica	te	
f.	Professional Tax Certificate (Excise & Ta	xation)	
g.	Office/Home/Ware House Property docur	nents	
h.	Utility Bills (Phone/Electricity)		
j.	Firm Vehicle/Personal Vehicle		
k.	CEO Visiting Card/NIC Copy, 03Xspecim	en signature of CEO	
l.	DGDP Registration letter		
m.	Firm Bank Statement		
n.	Non Black List Certificate		
p.	2 X Witness + CNIC and Mobile Numbers	3	
q.	Police Verification		
r.	Agency Agreement		
S.	OEM Certificate		
t.	ISO Certificate		
u.	Stock List with value		
V.	Company Profile/Broachers		
W.	Employees List		

	x. y. z. aa. ab. ac. ad.	Firm Categories Sole Proprietor Certificate Partnership Deed Pvt Limited Memorandum of Articles Form 29 and Form A Incorporation Certificate		
_	d" sha	Il not be changed / withdrav	II IT alauges marked as "Understood 9	Understood not agreed
44.	The a	bove terms and conditions	are confirmed in total for acceptance.	
45.	Forma	at of DPL-15 (warranty form	n) and PBG are enclosed as Annex A & B.	
			Sincerely yours,	
			(To be Signed by Officer Concerned) Rank: NAME:	

#### **DPL-15 (WARRANTY)**

FIRM'S NAME: M/s		
	 	 ·

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

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

SIGNATURE	•
DATE	
PLACE	

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

(i)	Contract No	dated
(ii)	Name of Firm/Contractor_	
(iii)		r
(iv)	Name of Guarantor	
(v)		
<u>`</u>		
		(in words)
(vii)	Date of expire of Guarante	pe
		ic Republic of Pakistan through the (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self ha	ave entered into Contract No.
	with Messer's	
	(Full Name	and Address)
the C	Contract is the submission omer to your good self for	stomer and that one of the conditions of of unconditional Bank Guarantee by our a sum of Rsapplicable)
	In compliance with this stipundertake as under: -	oulation of the contract, we hereby agree
		ionally 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 would be mentioned in your
b.	To keep this Guarantee in	force till
year Store Custo if any unde the I there recei	ahead of the original/extendes which so ever is later in domer 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 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 a guarantee, this document i.e. Bank lled, 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 customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs (Rupees).				
f. That the Bank Guarantee herein 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)	nmerce/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	
<u>Sig</u>	