DIRECTORATE PROCUREMENT (NAVY)

M/s	Tender No	
	Date	
INVITATION TO TENDER AND GE		
Dear Sir / Madam,	INCHARLE INCHARGE INCOME.	
DP (Navy) invites you to tend as per details given in attached Scho	der for the supply of stores/equipment/ services edule to Tender (Form DP-2).	
Rules-2004 and DPP&I-35 (Revised contracts laid down by MoDP / DG you and your firm to first a (www.ppra.org.pk) and DPP&I-35 (FDGP Registration Cell on Phone tender. If your firm / company percapability, you must be registered	d subsequent contract agreement awarded to by the rules / conditions as laid down in PPR/agreed 2019) covering general terms & conditions c DP. As a potential bidder, it is incumbent upon acquaint yourself with PPRA Rules 2004 Revised 2019) (print copy may be obtained from a No. 051-9270967 before participating in the ossesses requisite technical as well financial or willing to register with DGDP to qualify for made after security clearance and provision of intioned in Para 15 of this DP-1.	Understoo
(Invitation to Tender) i.a.w PPRA I into between the parties i.e. the 'Pu Defence Purchase (DGDP) contract contract Act, 1872 and those constructions and DP-35 (Revised 2)	Rules 2004 shall mean the agreement entered agreed	Understo

nercial of	ffers are to be furnish	hed as under:-		.9	
quoted should Offer", freight/ Total p In case to acce	Commercial Offer. in figures as well be clearly marked in tender number transportation, insurvice of the items quote of more than one of the items and the commercial in Technical Scru	as in words in a fact on a separ and date ance charges efoted against the option offered by accepted opticed	the currency nate sealed enveloped of opening. to are to be incommended to be the firm, DP(N)	elope "Commercial Taxes, duties, dicated separately. clearly mentioned. reserves the right	Understo not agree
specific literatu envelo numbe hour at	Technical Offer: (Nations in DUPLICA) re/brochure, drawing pe and clearly mark or and date of openifier the date and time confirm/comply with	ATE (or as spec gs and compliar ked "Technical (ng. Technical of ne for receipt of	cified in IT) ald nce metrics in Offer" without p fer shall be op tender mentior	a separate sealed prices, with tender pened first; half an need in DP-2. Firms	Understoo
S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	i.e. Refer to page or		
	nd: C = Fully Comply				
please tender to non- alongw rejecte	be read point by p conditions should be acceptance of tend with your offered co	oint and unders e responded clea er conditions(s),	tood properly I arly. In case of the same sho	any deviation due buld be highlighted er be liable to be	Understoo

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

<u>Delivery of Tender.</u> The tender documents covering technical and

4.

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- Understood (alongwith annexes), DP-3 and Questionnaires duly filled in are to b 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.	Understo
	f. The tender duly sealed will be addressed to the following:-	
	Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre, NAVAL RESIDENTIAL COMPLEX E-8 ISLAMABAD Tel: 051-9262304, 20062059 FAX: 051-5516307 E-MAIL: DPNAVY@PAKNAVY.GOV.PK ADPN31PRE@PAKNAVY.GOV.PK	
Directafter howe legitir openions	Date and Time For Receipt of Tender. Tender must reach this office by t Understood and time specified in the Schedule to Tender (Form DP-2) attached. The agreed to to to accept any excuse of delay occurring in post. Tenders received the appointed/ fixed time will NOT be entertained. The appointed time will, ver, fall on next working day in case of closed/forced holiday. Only mate/registered representatives of firm will be allowed to attend tendering. In case your firm has sent tender documents by registered post or courier ce, you may confirm their receipt at DP (Navy) on Phone No 051-9262304 perfore the opening date / time.	Understood not agreed
accer openi repre after	Tender Opening. Tenders will be opened as mentioned in the schedule Understood agreed or. Commercial offers will be opened at later stage if Technical Offer is fou agreed otable on examination by technical authorities of Service HQ. Date and time not ing of Commercial offer shall be intimated later. Only legitimate / registered sentative of firm will be allowed to attend tender opening. Tenders received date & time specified in DP-2 would be rejected without exception and ned un-opened i.a.w Rule 28 of PPRA-2004.	Understood not agreed
7.	Validity of Offer.	
	a. The validity period of quotations must be indicated and shot Understood invariably be 120 days from the date of opening of Technical offer or 3(agreed June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.	Understood not agreed

of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.
8. Part Bid. Firm may quote for the whole or any portion, or to state in the Understood tender that the rate quoted, shall apply only if the entire quantity/range of store agreed 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, it Understood wise. In case quoted rates are deliberately kept hidden or lumped together to tri agreed other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).
10. Return of I/T. ITs are to be handled as per following guidelines: Understood Unders
a. In case you are Not quoting, please return the tender inquiry stati 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.
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.
c. It is a standard practice to invite all firm(s) including those un- registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.
11. <u>Withdrawal of Offer</u> . Firms shall not withdraw their commercial offe Understood before signing of the contract and within validity period of their offers. In case tl agreed not agree 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. <u>Provision of Documents in case of Contract</u> . In case any firm wi understood agreed Understood a contract, it will deposit following documents before award of contract:
 a. Proof of firm's financial capability. b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. c. Principal/Agency Agreement. d. Registration with DGDP (Provisional Registration is mandatory)

The quoting firm will certify that in case of an additional requirement

b.

13.	Treasury C	Challan.		
	of Rs.200/- and debit	(obtainable from State able to Major Head C0	ust be accompanied with a Challan forn Attached Bank of Pakistan/Government Treasury 2501-20, Main Head-12, Sub Head 'A' 30). Each offer will be covered by one	Not Attached
	may partic Challan F Pakistan/G	ipate in the tender as Form of Rs <mark>300</mark> overnment Treasury) and -12, Sub Head 'A' Miscel	dexed with DGDP (Registration Section) per tender conditions accompanied by (obtainable from State Bank of debit able to Major Head C02501-20, llaneous (Code Head 1/845/30) in favour	
	O <mark>rder/Dema</mark>		our tender must be accompanied by a Attached Receipt (CDR) in favor of CMA (DP)	Not Attached
		es for Contract. The radifferent categories of firm	ate of earnest money and its maximum swould be as under:-	
	(i) value	Registered/Indexed/Fe subject to maximum ce	Pre-Qualified Firms. 2% of the quoted iling of Rs. 0.500 Million.	
	(ii) quot		fied but Un-indexed Firms. 3% of the num ceiling of Rs. 0.750 Million.	
	(iii) quot		-Qualified/Un-indexed Firms. 5% of the num ceiling of Rs. 1.000 Million.	
	b. Retu	ırn of Earnest Money		
		(i) Earnest money returned on finalization	to the unsuccessful bidders will be of the contract.	
		•	of the firm/firms with whom contract is trned on submission of Bank Guarantee CMA (DP).	
15.	Document	s for provisional registr	ration: In case your firm wins Understood	Understood
		• , ,	deposit following documents to DGL agreed contract for provisional registration:-	Not agreed
S	Local Supp	plier	Foreign Supplier	
No				
a.		ed copies of SVA-8121 ember of management.	Three filled copies of SVA-8121-D of each member of management.	
b.	Three filled	d copies of SVA-8121-A	Three filled copies of SVA-8121.	
C.	•	otocopies of NIC for other 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 Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

	gnee &	ction Authority. Specialist User or a	team nomi	nateḋ by Pak	istan Na	,	agreed	Understood not agreed
•		nall be as prescribe contract.	d in DP-35	and PP & I	(Revise	d 2017) or as	s реі	
17. Varra		<mark>ition of Stores.</mark> arantee Form DPL-1				cepted on F	Understood agreed	Understood not agreed
18. submi		ments Required. ong with the quote:	Following	documents	are	required to	Understood agreed	Understood not agreed
	a. Evidei	OEM/Authorized Dence.	ealer/Agent	Certificate al	long with	OEM Deale	rship	
	b.	The firm/supplier sh	nall provide	correct and v	valid e-m	nail and Fax N	No to	

On receipt, CINS shall approach the OEM for verification of

c. Original quotation/Principal/OEM proforma invoice.

OEM Conforming Certificates will be blacklisted.

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.

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

Conformance Certificates issued by OEM. Companies/firms rendering false

- 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 Understood	Understood
contract concluded against this tender may be rejected as follows:	agreed
a. 1 st rejection on Govt. expense	
b. 2 nd rejection on supplier expense	
c. 3 rd rejection contract cancellation will be initiated.	
20. <u>Security Deposit/Bank Guarantee</u> . To ensure timely and correct supre Understood of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedusered Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value	Understood not agreed
of (Rs 100.00) as per prescribed format or in shape of CDR/Bank Draft/Pay Order. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.	
21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gif Understood commission and inducement of any kind or their promises thereof by Supplier / Fin agreed 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 not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespective	

- a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk
- b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.
- c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side

asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

	22. <u>Correspondence.</u> All correspondence will be addressed to the Purchas Understood e.e. DP (Navy). Correspondence with regard to payment or issue of delivery recei agreed may be addressed to CMA Rawalpindi & Consignee respectively with copy				
•	endorsed to the DP (Navy).				
	<u>Pre-shipment Inspection</u> .PN may send a team of officers including DP(Understood per for the inspection of major equipments and machinery items at OE agreed	Understood not agreed			
I.T, f exper contra	irm(s) must clarify the place, number of persons, duration and whether sees on such visits would be borne by the Purchaser or Contractor. In case actor is responsible for bearing such expenses, detailed breakdown of the should be given separately in the commercial offer.				
	Amendment to Contract. Contract may be amended/modified to inclue Understood clause (s) modify the existing clauses with the mutual agreement by to agreed iter and the purchaser; such modification shall form an integral part of the	Understood not agreed			
contra	· · · · · · · · · · · · · · · · · · ·				
	<u>Discrepancy</u> . The consignee will render a discrepancy report to Understood erned within 60 days after receipt of stores for discrepancies found in tl agreed gnment. The quantities found short are to be made good by the supplier, free	Understood not agreed			
of cos					
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 Understood by the government or an agency competent to do so on government behalf agreed	Understood not agreed			
	then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.				
	c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.				
27.	Force Majeure.				
	a. The supplier will not be held responsible for any delay occurring Understood	Understood			

supply of equipment due to event of Force Majeure such as acts of Gc agreed

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 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.
- Such extension in delivery period, due to force majeure, shall not e. entitle the Suppliers to claim any extra from the Purchaser.

28. Arbitration. Parties shall make their attempt to settle all disputes arisi Understood	Understoo
under this contract through friendly discussions in good faith. In the event that eith agreed	not agreed
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:	

- The dispute will be referred for adjudication to two arbitrators one to a. 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.
- The venue of the arbitration shall be the place from which the contract b. is issued or such other places as the Purchaser at his discretion may determine.
- The arbitration award shall be firm and final. C.
- d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration
- All proceedings under this clause shall be conducted in English e. language and in writing

29.	Court of Jurisdiction .	In case of any dispute only court of jurisdiction	Understood	Understo
Rawa	lpindi, Pakistan shall have j	urisdiction to decide the matter.	agreed	not agree



= = = = = = = = = = = = = = = = = = =	nderstoo ot agreed
	Understo not agree
37 Lombensation Breach of Lontract if the contractor talls	nderstood agreed
	nderstood agreed
34. Termination of Contract. Understood Und	nderstoo
a. If at any time during the currency of the contract the Purchas 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.	ot 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.

_	Rights Reserved. Directorate of Procurement (Navy), Rawalpindi reserv Understood phts to accept or reject any or all offers including the lowest. Grounds for su agreed	Understoo not agreed									
•	ions may be communicated to the bidder upon written request, but justification bunds is not required as per PPRA Rule 33 (1).										
	his enquiry and subsequent actions arising there from come within the sco	Understood not agreed									
secre	Official Secrets Act, 1923. You are, therefore, requested to ensure completed by regarding documents and stores concerned with the enquiry and to limit the error of your employees having access to this information.										
37. <u>Acknowledgment.</u> Firms will send acknowledgement slips within 07 da Understood from the date of downloading of IT from the PPRA Website i.e. <u>www.ppra.org.pk</u> agreed											
38.	<u>Disqualification.</u> Offers are liable to be rejected if:-										
	a. Received later than appointed/fixed date and time.	Inderstood									
	b. Offers are found conditional or incomplete in any respect.	ot agreed									
	c. There is any deviation from the General /Special/Technical										
	Instructions contained in this tender.										
	d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are										
	NOT received with the offers.										
	d. Taxes and duties, freight/transportation and insurance charges 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.
- Subject to restriction of export license.
- k. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
- I. If the validity of the agency agreement is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- 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.

Appeals in all other Cases

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

decision the cor	n of DF ntract m	s by Supplier/Firm. Any aggrieved (N) or CINS or any other problematic a ay prefer an Appeal to Standing Appeal and military finance rep at Naval headqu	rea towards the execution ag Committee (SAC) comprising	reed not agreed
		or preferring appeals is given below:	artoro, iolarriadaa. Trio aotair	
	S.No.	Category of Appeal	Limitation Period	
-	a.	Appeals for liquidated damages	Within 30 days of decision	
=	b.	Appeals for reinstatement of contracts	Within 30 days of decision	
	C.	Appeals for risk & expense amount	Within 30 days of decision	
	7	Appeals for rejection of stores	Within 30 days of decision	

40. <u>Limitation.</u> Any appeal received after the lapse of timelines given in page agreed	Understood not agreed
39 above shall not be entertained.	
41. For Firms not Registered with DGDP . Firms not registered with DGI Understood undertake to apply for registration with DGDP prior signing of Contract. Details c	Understood not agreed
be found on DGDP website www.dgdp.gov.pk . These firms can participate in tender aw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.	
42. Firms which are not registered with DGDP should initiate provisior Understood registration in accordance with Para 41. Besides, ground check by Field Secur agreed	Understood not agreed
(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 —

Within 30 days of decision

a. NTN

check by FS Team:

e.

- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise & Taxation)
- g. Office/Home/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- I. DGDP Registration letter
- m. Firm Bank Statement

	n.	Non Black List Certificate		
	p.	2 X Witness + CNIC and Mobi	ile Numbers	
	q.	Police Verification		
	r.	Agency Agreement		
	s.	OEM Certificate		
	t.	ISO Certificate		
	u.	Stock List with value		
	V.	Company Profile/Broachers		
	W.	Employees List		
	Х.	Firm Categories		
	у.	Sole Proprietor Certificate		
	Z.	Partnership Deed		
	aa.	Pvt Limited		
	ab.	Memorandum of Articles		
	ac.	Form 29 and Form A		
	ad.	Incorporation Certificate		
	not be	•	der opening. The IT provisions accept	Understood not agreed
44.	The a	above terms and conditions are	confirmed in total for acceptance.	
45.	Forma	at of DPL-15 (warranty form) ar	nd PBG are enclosed as Annex A & B.	
			Sincerely yours,	
		Řa	o be Signed by Officer Concerned) ank:	

DPL-15 (WARRANTY)

FIRM'S NAME: M/s			

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

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

SIGNATURE	
DATE	
PLACE	

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

(i)	Contract No	dated
(ii)	Name of Firm/Contractor_	
(iii)	Address of Firm/Contractor	or
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
(vi)	Amount of Guarantee Rs.	
() (in words)
(vii)	Date of expire of Guarant	ee
		mic Republic of Pakistan through the (Defence Purchase) Rawalpindi.
Sir,		
1.		ave entered into Contract No
with	Messer's	
	(Full Nam	e and Address)
Cont to yo	ract is the submission of un	stomer and that one of the conditions of the conditional Bank Guarantee by our customer s Rupees/FE (as
	In compliance with this sti undertake as under: -	pulation of the contract, we hereby agree
a. refer	ence to our Customer an	ditionally on demand and/or without any damount not exceeding the sum or Rs. Rupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	
b.	To keep this Guarantee in	force till
which i.e. No be do Guard valid enter this g	Id of the original/extended on the so ever is later in duration M/suly received by us on or because shall cease on the claim of this Bank Guarantee trained by whether you suffer	ank Guarantee shall be kept one clear year lelivery period or the warrantee of the stores on receipt of information from our Customer or from your office. Claim, if any must efore this day. Our liability under this Bank osing of banking hours on the last date of the e. Claim received thereafter shall not be er a loss or not. On receipt of payment under e. Bank Guarantee must be clearly cancelled,

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

<u>AFFIDAVIT/UNDERTAKING</u> (WORTH RS, 100/- ON JUDICAL STAMP PAPER)

Mr	Authorized signatory/
Partner/MD of M/s	, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and	d Directorate General Defence Purchase, Ministry of
Defence Production, Rawalpino	di that our firm M/shas
	Director General Defence Purchase (DGDP) duly
completed all the documents re	equired by registration section on (date)
i,e before signing the contract	. I certify that the above mentioned statement is
correct. In case it is detected	on any stage that our firm has not applied for
· ·	ral Defence Purchase or statement given above is
•	or disciplinary action initiated (i,e debarring, the firm
	e Establishment and Govt Agencies). I also accept
that any disciplinary action take	n will not be challenged in any Court of Law.
	Signatura
Station:	Signature
Station: Date:	Name : Appointment in Firm
Dale.	

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2120041/R-2111/310194</u>.dated <u>21-04-2021</u>. This tender will be closed for Acceptance at <u>1030</u> Hours and will be opened at <u>1100</u> Hours on. <u>06-01-22</u> Please drop tender in the Tender Box No <u>201</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 along with your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DE	TAIL OF STORE	S		QTY	UNIT PRICE	TOTAL PRICE	
1.		LK THROUGH GAT LOWING ACCESSOF		TECTOR A/W	(20 Nos)			
		PROPOSED LIST OF ACCESSOR	MES/ SPARES - W/ GARRET)	NLK TH	ROUGH GATE			
	S No	Part Description	Part No (as per SUPPLIER)	Qty	Patt No			
	1.	PCB Assy Spare RX PD6500i	2340702	05	5998715248725			
	2.	Spare TX/Controller PD6500i	2340511	05	5999705248738			
	3.	Power Supply Module with vents	2338612	05	5963715240926			
	4.	Speaker Assembly	2404900	05	5			
	5.	Touch Panel	9425101	05	5975705248720			
	6.	Spare Light Bar Controller	2341112	05	6210705248724			
	7.	PCB Assy Spare Light Bar	2341212	10	5999705248716			
	8.	PCB Assy Spare IR Emitter	2342002	10	5998705248721			
	9.	PCB Assy Spare IR Detector	2342102	10	5999705248718			
Above		ecial Instructions entioned price i	•			Yes		No
		ck Yes or No)	iloidacs		Jaic Tax	103		140
	Gra	and Total						

Terms & Conditions

1. **Special Instructions.:** Attached Special Instructions.

2. <u>Terms of Payment.</u> 60% on delivery of stores and 40% on issuance of

CRV.

3. **Origin of Stores.** Imported (Name of Country to be mentioned)

- 4. **Origin of OEM**. Imported (Name of Country to be mentioned)
- 5. <u>Technical Scrutiny Report</u>. Required.
- 6. **Delivery Period.** 06 Months
- 7. <u>Currency.</u> Pak Rupees
- 8. **Basis for acceptance.** FOR/DDP Basis
- 9. <u>Bid validity.</u> The validity period of quotations must be indicated **and should invariably be 120 days from the date of opening of technical offer or 30th June whichever is later**. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
- 10. <u>Tendering procedure</u> Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.
- 11. <u>Earnest Money/Tender Bond</u>:- Your tender must be accompanied by a Pay Order/Demand draft/Call Deposit Receipt (CDR) in favor of CMA (DP) in separate envelope, Rawalpindi for the following amounts:
 - a. <u>Rates for Contract</u>. The rate of earnest money and its maximum ceil 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. 0.500 Million.
 - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
 - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 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).

12. Special Note.

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 financia capability to undertake the project.

- c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- d. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- e. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on ctiveTaxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- f. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- g. Company registration certificates are to be attached with offer.
- h. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order 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. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- j. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- k. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. 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.
- I. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

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

SPECIAL INSTRUCTIONS - INDENT NO. 2120041DATED 21 April 2021

Firm's Remarks

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 his "Offer/Quotation" is to clearly state whether stores will be supplied directly from relevant OEM or OEM's Authorized Dealer/Agent/Stockist.
- 3. In case the stores are being sourced through OEM's Authorized Dealer/Agent/Stockist. A documentary proof to this effect comprising OEM's Dealership Certificate in respect of Dealer/Agent/ Stockist is to be provided by the supplier 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 his "Offer/Quotation" is to provide OEM's contact (address, e-mail address, phone, fax and website etc)

ORIGIN OF SUPPLY

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

UPDATES & CURRENT INFORMATION

6. Supplying firm in his "Offer/Quotation" is to provide latest updates and current information about technical specifications/data. If Pattern Number, Part No or quality standards of a particular item has been superseded by a new one after conclusion of the contract, the supplier will be required to produce a documentary proof to this effect originating from the relevant OEM. If replaced part affects fittings and functioning of other associated parts as well, than 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.
 - (4) Date/Period of Manufacture
 - (5) Conformance to standards/specifications quoted in the IT
 - c. OEM Test Certificate/FATs report, if applicable: (Yes)
 - 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 e-mail and fax No to CINS and DP (N). Supplier/Contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates shall be black listed. OEM's Certificate of Conformity originating from Principal who is neither the OEM nor the OEM's authorized dealer/agent/stockist will not be acceptable.

INSPECTION

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

Tender No	NAME OF THE FIRM
To: Directorate of Procurement (Navy)	MOBILE NO
(SECTION P-31) THROUGH BAHRIA GATE NEAR SNIDS CENTRE, NAVAL RESIDENTIAL COMPLEX E-8 ISLAMABAD TEL: 051-9262304, 20062059 FAX: 051-5516307 E-MAIL: DPNAVY@PAKNAVY.GOV.PK ADPN31PRE@PAKNAVY.GOV.PK	
DEAR SIR	Date
1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION THE OF TENDER AT THE PRICES OFFERED AGAINST THE SAID SO WILL REMAIN VALID UP TO 120 DAYS AND WILL NOT BE WITH AND THE CONDITIONS ALREADY STATED THEREIN OR ON ICOMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITH	EREOF AS YOU MAY SPECIFY IN THE ACCEPTANCE CHEDULE AND FURTHER AGREE THAT THIS OFFER DRAWN OR ALTERED IN TERMS OF RATES QUOTED BEFORE THIS DATE. I/WE SHALL BE BOUND BY A
2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENCONTRACT IN FORM NO. DP-35 (REVISED 2017) INCLUDE PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENER/GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMPATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/AR REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICE	ED IN THE PAMPHLET ENTITLED, GOVERNMENT OF AL DEFENCE PURCHASE) "GENERAL CONDITIONS MINED THE SPECIFICATIONS/DRAWINGS AND/ OR E FULLY AWARE OF THE NATURE OF THE STORES
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FOR	M PART OF THIS TENDER:

۸.	٠	•	•	•	• •	• •	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
В.																																														
C:																																														

(SIGNATURE OF TENDERER)

Yours faithfully,

(CAPACITY IN WHICH SIGNING)
ADDRESS:....

DATE......SIGNATURE OF WITNESS.....

ADDRESS.....

*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

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

IMPORTANT

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

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