### **Tender Covering Form**

### **Directorate of Procurement (Navy)**

Through Bahira Gate Near SNIDS Centre, Naval Residential Complex E-8 ISLAMABAD

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649 Section: 051-9262304

Email: <a href="mailto:dpn@paknavy.gov.pk">dpn@paknavy.gov.pk</a>

Adpn31pre@paknavy.gov.pk

# P- 31/PRE Section (Contact: 0519267411, 05120062059, Email: adpn31pre@paknavy.gov.pk)

Tender No & Date			
Tender Description			
IT Opening Date			
Firm Name			
Postal Address			
Email Address for C	orrespondence		
Contact Person Nan	ne		
Contact Number	(Landline	) (Mobile	)

### **Documents to be Attached with Quotation**

Firm is to submit its proposal in a sealed envelope which shall contain 03 x Sealed Envelops as per details given below:

# Sealed Envelop 1 - Technical Offer in Duplicate

This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick  $\checkmark$  against each to ensure that these documents have been attached:

Document	Original Set	Copy Set
Bank Challan		
Principal Authorization Letter (where applicable)		
Principal Invoice (Muted – without Price) (where applicable)		
DP -1 Form of IT (with compliance remarks)		
DP – 2 Form of IT (with compliance remarks)		
Technical Offer / Specs		
Annex A of IT (with compliance remarks against each		
clause of the Annex A)		
Annex B & C of IT (with compliance remarks)		
DP-3 form of IT (dully filled & signed)		
DGDP Registration Letter (if firm is registered with DGDP)		
Tax Filling Proof	_	
	Principal Authorization Letter (where applicable) Principal Invoice (Muted – without Price) (where applicable) DP -1 Form of IT (with compliance remarks) DP - 2 Form of IT (with compliance remarks) Technical Offer / Specs Annex A of IT (with compliance remarks against each clause of the Annex A) Annex B & C of IT (with compliance remarks) DP-3 form of IT (dully filled & signed) DGDP Registration Letter (if firm is registered with DGDP)	Bank Challan  Principal Authorization Letter (where applicable)  Principal Invoice (Muted – without Price) (where applicable)  DP -1 Form of IT (with compliance remarks)  DP - 2 Form of IT (with compliance remarks)  Technical Offer / Specs  Annex A of IT (with compliance remarks against each clause of the Annex A)  Annex B & C of IT (with compliance remarks)  DP-3 form of IT (dully filled & signed)  DGDP Registration Letter (if firm is registered with DGDP)

# Sealed Envelop 2 – Earnest Money

This Envelop must contain Earnest Money only.

# Sealed Envelop 3 – Commercial Offer

This Envelop must contain following documents:

	1.	Firm's Commercial Offer	01 x Original
	2.	Principal Invoice (where applicable)	01 x Original
Ī	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 \_\_\_\_\_

### **DIRECTORATE PROCUREMENT (NAVY)**

### **Directorate of Procurement (Navy)**

Through Bahira Gate Near SNIDS Centre, Naval Residential Complex E-8 ISLAMABAD

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649 Section: 051-9262304 Email: dpn@paknavy.gov.pk Adpn31pre@paknavy.gov.pk

M/s	_
	 Date

# INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

- 1. DP (Navy) invites you to tender for the supply of stores/equipment/ services as per details given in attached Schedule to Tender (Form DP-2).
- 2. <u>Caution</u>: This tender and subsequent contract agreement awarded to successful bidder is governed by the rules / conditions as laid down in PPRA Rules and DPP&I-35 (Revised 2017) covering general terms & conditions of contract down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm first acquaint yourself with PPRA Rules 2004 (<a href="https://www.ppra.org.pk">www.ppra.org.pk</a>) and DPP&I-35 (Revised 2017) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.
- 3. <u>Conditions Governing Contracts</u>. The 'Contract' made as result of th Understood (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Derence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract A 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2017) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.
- 4. <u>Delivery of Tender.</u> The tender documents covering technical and commercial offers are to be furnished as under:-

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Understood not agreed

- a. <u>Commercial Offer.</u> The offer will be in duplicate 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 I Understood specifications in <u>DUPLICATE</u> (or as specified in IT) along with e literature/brochure, drawings and compliance metrics in a separate sealed envelope and clearly marked "Technical Offer" without prices, with tender nur 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:

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

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

- c. <u>Special Instructions.</u> Tender documents and its conditions may ple Understood read point by point and understood properly before quoting. All tender consistence of should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your off conditions. Tender may however be liable to be rejected.
- d. Firms shall submit their offers in two separate envelopes (i.e. two copies of commercial offer and two or more copies of the technical offer as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the 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.

Understood not agreed

- e. **FORM DP-1, DP-2, DP-3 and Questionnaires.** Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.
- f. The tender duly sealed will be addressed to the following:-

**Directorate of Procurement (Navy)** 

Through Bahira Gate Near SNIDS Centre, Naval Residential Complex E-8 ISLAMABAD

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649 Section: 051-9262304

Email: dpn@paknavy.gov.pk  Adpn31pre@paknavy.gov.pk	
5. <u>Date and Time For Receipt of Tender.</u> Tender must reach this office by t understood and time specified in the Schedule to Tender (Form DP-2) attached. This Directo agreed 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 wor day in case of closed/forced holiday. Only legitimate/registered representatives of time will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468 well before the opening date / time.	Understood not agreed
6. <u>Tender Opening.</u> Tenders will be opened as mentioned in the schedule to Understood Commercial offers will be opened at later stage if Technical Offer is found accept agreed examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative if 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.	Understood not agreed
7. <u>Validity of Offer.</u>	
a. The validity period of quotations must be indicated and should invari understood 120 days from the date of opening of Technical offer or 30th June which agreed 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.  b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.	Understood not agreed
8. Part Bid. Firm may quote for the whole or any portion, or to state Understood tender that the rate quoted, shall apply only if the entire quantity/range of st agreed taken from the firm. The Director Procurement reserves the right of accepting whole or any part of the tender or portion of the quantity offered, and firm shall sure	Understood not agreed

these at the rate quoted.

	derstood agreed
10. Return of I/T. ITs are to be handled as per following guidelines:	derstood
a. In case you are Not quoting, please return the tender inquiry star reason of NOT quoting. In case of failure to return the ITs either quoted of t 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.	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.	
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.	
	derstood agreed
12. I tovicion of boodination of booking.	derstood t 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. <u>Treasury Challan.</u>	
a. Oncid by registered firms must be accompanied with a changin it seems.	Not Attached
b. Firms, un-registered / un-indexed with DGDP (Registration Section) are to acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP).	
The Edition Mondy Tondor Bolla: Thousand Edition Mondy to Container	Not Attache

Attached

in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a **Call Deposit Receipt (CDR) in favor of CMA (DP)**, Rawalpindi for the following amounts:-

- a. <u>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.
- b. <u>Rates for Contract</u>. The rate of earnest money and its maximum ceil 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. 0.500 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.

# c. 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 c <sub>Understood</sub> on Earnest Money (EM), it will deposit following documents to DGDP (Regi: <sup>agreed</sup> Section) before the award of contract for provisional registration:-

Understood Not agreed

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 Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

Consignee	<b>ection Authority.</b> CINS, Joint Inspection will be carried out b Understood & Specialist User or a team nominated by Pakistan Navy. CINS agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms or the content of the content of the carried out b Understood agreed agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms or the content of the carried out b Understood agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms or the carried out b Understood agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms or the carried out b Understood agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms or the carried out b Understood agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms or the carried out b Understood agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms or the carried out b Understood agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms or the carried out b Understood agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms of the carried out b Understood agreed shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms of the carried out b Understood agreed	Understood not agreed
	dition of Stores. Brand new stores will be accepted on Understood agreed uarantee Form DPL-15 enclosed with contract.	Understood not agreed
18. <u>Docu</u> along with t	uments Required. Following documents are required to be submitted he quote:	
a. Evide	OEM/Authorized Dealer/Agent Certificate along with OEM Dealership ence.	
Certi Hard shall OEM	The firm/supplier shall provide correct and valid e-mail and Fax No to CINS DP(N). Supplier/contracting firm shall either provide OEM Conformance ficate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Copy of COC must follow in any case through courier. On receipt, CINS approach the OEM for verification of Conformance Certificates issued by I. Companies/firms rendering false OEM Conforming Certificates will be disted.	
C.	Original quotation/Principal/OEM proforma invoice.	
	In case of bulk proforma invoice, a certificate that prices indicated in the proforma invoice have not been decreased since the date of bulk proforma ce from the manufacturers/suppliers.	
e.	Submit breakup of cost of stores/services on the following lines:	
	<ul> <li>(i) Imported material with break down item wise along-with import duties.</li> <li>(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable: <ul> <li>(1) General Sales Tax</li> <li>(2) Income Tax</li> <li>(3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.</li> <li>(4) Any other tax/duty.</li> </ul> </li> <li>(iii) Fixed overhead charges like labour, electricity etc.</li> <li>(iv) Agent commission/profit, if any.</li> <li>(v) Any other expenditure/cost/service/remuneration as asked for in the tender.</li> </ul>	
	ction of Stores/Services. The stores/services offered as a re Understood against this tender may be rejected as follows:  1 <sup>st</sup> rejection on Govt. expense 2 <sup>nd</sup> rejection on supplier expense 3 <sup>rd</sup> rejection contract cancellation will be initiated.	Understood agreed
stores the ficontract is contract va Paper (All p CSD/Bank Rawalpindi	irm will furnish an unconditional Bank Guarantee (BG in the currency in agreed concluded) from a schedule Bank of Pakistan for an amount upto 10 % or the lue (excluding Taxes, duties/freight handling charges) on a Judicial Standardt. The Bank Guarantee shall be endorsed in favour of CMA (DP) who is the Accounts Officer specified in the contract. The CMA (DP) has the like power of seeking encashment of the Bank Guarantee as if the	Understood not agreed

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 Understood commission and inducement of any kind or their promises thereof by Supplier / agreed any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	Understoo not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk	
b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, <a href="Permanents">PERMANENT BLACKLISTING</a> 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 Purcha Understood DP (Navy). Correspondence with regard to payment or issue of delivery receipt in agreed addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).	Understoon not agreed
Pre-shipment Inspection. PN may send a team of officers including Understood member for the inspection of major equipments and machinery items at OEM pragreed 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 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.	Understood not agreed
24. <u>Amendment to Contract.</u> Contract may be amended/modified to includ Understood clause (s) modify the existing clauses with the mutual agreement by the supplier agreed purchaser; such modification shall form an integral part of the contract.	Understood not agreed
25. <u>Discrepancy</u> . The consignee will render a discrepancy report Understood concerned within 60 days after receipt of stores for discrepancies found agreed	Understood not agreed

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 f	inal	

b. W	/here the prices of the contracted stores/raw material are controlled	Understoo
governm	nent or an agency competent to do so on government behalf the	agreed
increase	e/decrease will be allowed at actual on case to case basis on product	וט ווטו
governm	nent notification by the Supplier for the subject stores where the firm	าร
contractu	ually obliged and bound to produce the stores from raw materials sup	<del>թառ</del> գ
by gover	rnment/State controlled departments in consultation with Military Fina	ance.

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Understood

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c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.

### 27. Force Majeure.

- a. The supplier will not be held responsible for any delay occurring in Understood of equipment due to event of Force Majeure such as acts of God, Wa agreed commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances 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.
- e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

28. <b>Arbitration.</b> Parties shall make their attempt to settle all disputes arising Understood	Unde
this contract through friendly discussions in good faith. In the event that either pai agreed	not a
perceive such friendly discussion to be making insufficient progress towards setuement	
of dispute (s) at any time, then such party may be written notice to the other party I r	
the dispute (s) to final and biding arbitration as provided below:	L

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

and in writing	
29. <u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdic Understood Rawalpindi, Pakistan shall have jurisdiction to decide the matter.	Understood not agreed
30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per mor Understood liable to be imposed on the suppliers by the purchaser in accordance with DP-3!	Understood not agreed
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 complete agreed	Understood not agreed
the contractual obligations the contract will be cancelled at the Risk and Expense (יגבו the supplier in accordance with DP-35.	
32. <u>Compensation Breach of Contract.</u> If the contractor fails to sur agreed stores or contract is cancelled either on RE or without RE or contract k	Understood not agreed
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, f Understood compensation in any form shall be paid to any local or foreign agent, cor agreed	Understood not agreed
representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the governous and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.	
34. Termination of Contract.	

a. If at any time during the currency of the contract the Purchaser dec terminate the contract for any reason whatsoever (other than for reasons of Non-

Understood

Understood not agreed

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.

- 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.

and definition raily part increase at the mark and expenses (112) or the dapphone	
35. Rights Reserved. Directorate of Procurement (Navy), Rawalpindi reser Understood rights to accept or reject any or all offers including the lowest. Grounds for agreed rejections may be communicated to the bidder upon written request, but justification	Understoo not agreed
grounds is not required as per PPRA Rule 33 (1).	
36. Application of Official Secrets Act, 1923. All the matters connected valued enquiry and subsequent actions arising there from come within the scope of the	Understood not agreed
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 pur employees having access to this information.	
37. Acknowledgment. Firms will send acknowledgement slips within 07 da understood the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood not agreed
38. <u>Disqualification.</u> Offers are liable to be rejected if:-	
a. Received later than appointed/fixed date and time.  Understood	Understood
b. Offers are found conditional or incomplete in any respect.	not agreed
c. There is any deviation from the General /Special/Technical Instruction contained in this tender.	
d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT	

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.

received with the offers.

- 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.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- u. If OEM and principal name and complete address is not mentioned.
  - v. Original Principal Invoice is not attached with offer.
- 39. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the dec Understood DP (N) or CINS or any other problematic area towards the execution of the contragreed prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers military finance rep at Naval headquarters, Islamabad. The detail and timeline preferring appeals is given below:

S.No.	Category of Appeal	Limitation Period
a.	Appeals for liquidated damages	Within 30 days of decision
b.	Appeals for reinstatement of contracts	Within 30 days of decision
C.	Appeals for risk & expense amount	Within 30 days of decision
d.	Appeals for rejection of stores	Within 30 days of decision
e.	Appeals in all other Cases	Within 30 days of decision

	d.	Appeals	s for reje	ection of s	stores	١ ا	Within 3	0 days	of decision	วท		
	e.	Appeals	s in all o	ther Case	es	'	Within 3	0 days	of decision	n		
					ed after the lap	aps	se of tim	nelines	given in	U   aş	Inderstood greed	Understood not agreed
above	Snaii no	n de enie	ertained.									
					<u>rith DGDP</u> . Fi DGDP prior si			_			nderstood greed	Understood not agreed
paras '	12 and	14 above	e and pr	ovision o	ov.pk.These fire fire for the f							
tne firm	n alongv	vitn in i in	and GS	i registr	ation copies.							
					ith DGDP shoul ound check by			•	_		Inderstood greed	Understood not agreed
		•			participation in to cuments for gro					ope	er <u></u> .	

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise & Taxation)

	g. h. j. k. l. m. n. p. q. r. s. t. u. v. w. x. y. z.	Office/Home/Ware House Property documents Utility Bills (Phone/Electricity) Firm Vehicle/Personal Vehicle CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO DGDP Registration letter Firm Bank Statement Non Black List Certificate 2 X Witness + CNIC and Mobile Numbers Police Verification Agency Agreement OEM Certificate ISO Certificate Stock List with value Company Profile/Broachers Employees List Firm Categories Sole Proprietor Certificate Partnership Deed
	aa.	Pvt Limited
	ab.	Memorandum of Articles
	ac.	Form 29 and Form A
	ad.	Incorporation Certificate
	chang	lemnly undertake that all IT clauses marked as "Understood & Agreed agreed agreed withdrawn after tender opening. The IT provisions accepted shad for subsequent contract negotiations.
44.	The al	pove terms and conditions are confirmed in total for acceptance.
45.	Forma	t of DPL-15 (warranty form) 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)		
(iv)		
(v)	Address of Guarantor	
(vi)		
(*.,	7 moditi of Oddramoo.	)
\	(in we	
(vii)	Date of expire of Guarantee	· ·
( •)	Date of expire of edulation	<del></del>
	The President of Islamic Republication Accounts (Defence Purcha	ublic of Pakistan through the Controller ase) Rawalpindi.
Sir,		
1.		ntered into Contract No with
Mess	ser's	
your		tional Bank Guarantee by our customer to Rupees/FE (as
2. unde	In compliance with this stipulatio ertake as under: -	n of the contract, we hereby agree and
a. our	Customer and amount r	n demand and/or without any reference to not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your written
Dema	nand Notice.	ac neara se memerica in year miner.
b.	To keep this Guarantee in force	till
ever M/s_ recei cease Guar suffe	ne original/extended delivery period is later in duration on receipt or fro lived by us on or before this day. One se on the closing of banking hours rantee. Claim received thereafter er a loss or not. On receipt of pay	arantee shall be kept one clear year ahead d or the warrantee of the stores which so of information from our Customer i.e. m your office. Claim, if any must be duly our liability under this Bank Guarantee shall on the last date of the validity of this Bank or shall not be entertained by whether you ment under this guarantee, this document neelled discharged and returned to us

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.

term/c withou such a	That with the consent of our customer you may amend/alter any clause of the contract or add/delete any term/clause to/from this contract it making any reference to us. We do not reserve any right to receive any amendment/alternation or addition/deletion provided such like actions do not se our monetary liability under this Bank Guarantee which shall be limited to Rs. (Rupees).
	That the Bank Guarantee herein before given shall not be affected by any e in the constitution of the Bank or Customer/Seller or Vendor.
g. sight o	That this an unconditional Bank Guarantee, which shall be enchased on presentation without any reference to our Customer/Seller or Vendor.
	Guarantor
Dated:	<b>:</b>
	(Bank Seal and Signatures)

# ANNEX 'C'

# AFFIDAVIT/UNDERTAKING (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 Directorate	General Defence Purchase, Ministry of Defence Production,
Rawalpindi that our firm N	/s has applied for registration with
<b>Director General Defence</b>	Purchase (DGDP) duly completed all the documents required
by registration section on	(date) i,e before signing the contract. I certify that
the above mentioned stat	ement is correct. In case it is detected on any stage that our
statement given above is (i,e debarring, the firm	registration with Director General Defence Purchase or ncorrect, our firm will be liable for disciplinary action initiated do business with other Defence Establishment and Govi at any disciplinary action taken will not be challenged in any
_	Signature
Station:	Name :
Date.	Annointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

### **INVITATION TO TENDER FORM**

- 1. Schedule to Tender No. <u>2120233/R-2111/310240</u> dated <u>22-09-2021</u>. This tender will be closed for Acceptance at <u>1030</u> Hours and will be opened at <u>1100</u> Hours on. <u>16-12-2021</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 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	Patt # 0584-79-996-5325	10000		
		Nos		
	Lamp Fluorescent (Cool Day white			
	MBX2 18W 24X1.5IN			
	(PHILIPS/PANASONIC)			
	Part # TL-D 18W			
	Grand Total			

# **Terms & Conditions**

1.	Special Instructions:	Attached Special Instructions as per Annex A.	Understood agreed	Understood not agreed
2.	Terms of Payment.	100% on Issuance of CRV.		
3.	Origin of Stores. Imp	orted (Name & Country to be clearly mentioned.	Understood agreed	Understood not agreed
4.	Origin of OEM. Impo	orted (Name & Country to be clearly mentioned.	ugreed	not agreed
5.	Technical Scrutiny Rep	ort. Required.	Understood agreed	Understood not agreed
6.	Delivery Period.	06 Months		
7.	Currency.	Pak Rupees	Understood agreed	Understood not agreed
8.	Basis for acceptance.	FOR 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.
- 9. <u>Tendering procedure</u> Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.

- 10. <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>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.
  - b. Rates for Contract. The rate of earnest money and its maximum ceil 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. 0.500 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.

### c. 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 activeTaxpayers 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. 2120233 DATED 22 September 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: (No).
  - 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

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
	MOBILE NO
To:	
<u>NEAR SNID, CDA MARKET, NA</u> ISLAMABAD	AVAL RESIDENTIAL COMPLEX SECTOR E-8.
DEAR SIR	DATE
SCHEDULE TO THE TENDER INQUIRY OR SUCTENDER AT THE PRICES OFFERED AGAINST REMAIN VALID UP TO <b>120 DAYS</b> AND WILL NO	E DIRECTOR OF PROCUREMENT (NAVY) THE STORES DETAILED IN THE PORTION THEREOF AS YOU MAY SPECIFY IN THE ACCEPTANCE OF THE SAID SCHEDULE AND FURTHER AGREE THAT THIS OFFER WILL TO BE WITHDRAWN OR ALTERED IN TERMS OF RATES QUOTED AND THE NOBEFORE THIS DATE. I/WE SHALL BE BOUND BY A COMMUNICATION OF PRESCRIBED TIME.
IN FORM NO. DP-35 (REVISED 2002) INC MINISTRY OF DEFENCE (DIRECTORATE GE CONTRACTS" AND HAVE THOROUGHLY EXAMI	INS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT CLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, NERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING INED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN WARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER NCE WITH THE REQUIREMENTS.
3. THE FOLLOWING PAGES HAVE BEEN ADDE	D TO AND FORM PART OF THIS TENDER:
A	
В	
C	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(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 PRO (b) WHETHER SIGNING AS A "REGISTION (c) WHETHER SIGNING FOR THE FIRM	OPRIETOR" OF THE FIRM OR HIS ATTORNEY. ERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.

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)
- Earnest money (f)
- (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 :
J.	CNIC : (Attach Copy of CNIC)
6.	NTN:
	(Attach Copy of NIN)
7.	Firm's Address :
8.	Date of Establishment of Firm :
	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. ttach Copy of relevant CERTIFICATE)
10	. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).
(Ki	ndly fill in the above form and forward it under your own letter head with contact details)