INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2124117/R-2111/340129</u> dated <u>11 Nov 2021</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>08 Dec 2021</u>. Please drop tender in the Tender Box No <u>204.</u>
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped.

SCHEDULE OF STORES

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE (RS)	TOTAL PRICE (Rs)
1.	NSN NO. 9150-17-032-8851 OMALA 150 LUBRICATING OIL GEAR, Shell OMALA S2 GX 150	10,450 Liters		
2.	NSN NO. 9160-PK-507-8118 P/No. S2G-220 LUBRICATING OIL Shell OMALA S2G 220 PARENT EQUIPMENT: RADAR DA 08	3135 Liters		
	PACKING FOR BOTH ITEMS: 209 LTR DRUM ORIGINA SEALED PACKING NON RETURNABLE SPECIFICATION: TECHNICAL DATA SHEET ATTACHED FIRM TO PROVIDE FOLOWING AT THE TIME OF INSPECTION. OEM COC CONFORMITY CERTIFICATE. OEM VALID LAB REST REPORT ALONGWITH BATCH NO AND FILLING DATE & EXPIRY DATE. PRODUCT DATA SHEET DATE OF MANUFACTURING AND EXPIRY DATE ARE TO CLEARLY MENTIONDED			

NOTE:

- 1. Date of manufacturing & expiry to be clearly marked on each packing.
- 2. Item to be delivered with 85% remaining shelf life.
- Stores required on supply order basis against consignee's requirement depot will forward a details schedule to the supplier for supply after conclusion of contract.
- 4. Purchaser shall not be bound to draw entire contracted quantities but reserve the right to draw additional quantities to the extent of 15% of the contracted qty. No compensation shall be provided to the supplier for short drawn quantities.
- 5. Contract should be concluded for 01 year with extendable /provision for the period of 01 years.
- 6. 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) at e-mail address cins@paknavy.gov.pk, inpsectorate1@paknavy.gov.pk. 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 will be black listed.
- Marking on the package must be legible. Packaging of fragile stores to be marke appropriate.
- 7. Firm will comply / confirm all IT clauses mentioned under Note including specification, packing, general terms and conditions on its technical offer and original technical offer on firm's letter head pad along with DP-1, DP-2 & DP-3 duly signed and stamped on each page are required in duplicate.
- Firm will submit a Affidavit that the original Earnest money is attached with Commercial Offer in separate envelope and copy of the same is attached with Technical Offer.

Above mentioned price	e includes 17% Sale	Tax
(Please tick Yes or No)		
Yes	No	
Grand Total		

Terms & Conditions

1. **Special Instructions**. Attached

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

order and issuance of CRV. Part payment and part

supply is allowed.

3. **Origin of Stores.** Indigenous

(To be indicated in Technical Offer)

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

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

6. **Delivery Period.** SOB for 01 year after signing of contract and

further extendable for 01 year.

7. **Currency.** Pak Rupees

8. **Basis for acceptance.** FOR

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

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

Rule-26.

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

at firm's premises.

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

be followed as per PPRA Rule 36 (b).

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

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

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

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

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

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

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

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

13. Return of Earnest Money:

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

14. Special Note.

- a. All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).
- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.
- c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo. Acceptance of firm's offer, firms not registered with DGDP is subject to security clearance. All firms who do not provide requisite documentary or security wise not cleared by DGDP (FS Team) will be rejected.
- d. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- e. Company registration certificates are to be attached with offer.
- f. Requisite amount of earnest money (in shape of Bank Draft in the favour of CMA (DP)) is to be attached in **separate envelop in sealed condition with the Technical offer.** Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted.
- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer in duplicate.

- h. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- j. Only registered supplier on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- k. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayer list is submitted alongwith payment documents.

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

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

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

SPECIAL INSTRUCTIONS

SOURCE OF SUPPLY

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

ORIGIN OF SUPPLY

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

UPDATES & CURRENT INFORMATION

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

DOCUMENTATION REQUIRED

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

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

INSPECTION

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

Directorate of Procurement (Navy)

Through Bahria Gate

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

Tender D	escription						
IT Openi	•						
•	Firm Name						
Postal A	Postal Address						
		pondence					
	Person Name						
Contact I		indline			<u> </u>		
		ned with Quotation	/ \	ivioon		_/	
		osal in a sealed enve	Jone which	chall i	contain 03 v Se	ماما	
	as per details g		hope willeri	Silali	contain 00 x oct	alou .	
Lilvelops	as per details g	iveri below.					
Sealed	Envelop 1 – Tec	hnical Offer in Duplic	ate				
	•	tain 02 x sets of Tecl		(01 x	Original + 01 x	Copy). Each	
		ng documents as per		•	•		
		e that these docume			• •		
S No	Document	<u> </u>	1110 11010 00		Original Set	Copy Set	
1.	Bank Challan				Original Oct	Оору СС	
2.		rization Letter (where	e applicable	e)			
3.	Principal Invoice (Muted – without Price) (where						
	applicable)	()	/(
4.	DP -1 Form of IT (with compliance remarks)						
5.	DP – 2 Form of	IT with compliance i	remarks aga	ainst			
	each clause of	the Annex A)					
6.	Technical Offer						
7.		with compliance rem					
8.		IT (with compliance					
9.		(dully filled & signed					
10.	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \						
	DGDP)						
	11. Tax Filling Proof						
Sealed	Envelop 2 – Ea		N 4 =	_			
Coolod		ust contain Earnest	ivioney only	<u>'-</u>			
Sealed	Envelop 3 – Co	<u>mmercial Offer</u> lust contain following	document	٠.			
1.	Firm's Commer		document		Original		
2.			1				
3.	Principal Invoice (where applicable) O1 x Original Dully filled DP-2 Form of IT O1 x Original						
J.							

Firm's Declaration

Tender No & Date

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

Firm's Authorized Signatures _	
--------------------------------	--

Directorate of Procurement (Navy) Through Bahria Gate

Near SNID Center, Naval Residential Complex, E-8, Islamabad

Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section

Email: dpn@paknavy.gov.pk

TENDER SUMMARY

Tender Technic	No & Date:		
<u>Technic</u>	cal Opening Details		
S No	Name of the Supplier	OEM	Quoted Model

			<u>DP-3</u>
Tende	er No	Name of the Firm	
		DGDP Registration No	
		Mailing Address	
		Date	
		Telephone No	
		Official E-Mail	
		Fax No	
т		Mobile No of contact perso	л
To:	Discrete of Decrees and (No. 1)		
	Directorate of Procurement (Navy)		
	through Bahria Gate Near SNIDS		
	Centre, CDA Market		
	at Naval Residential Complex		
	Sector E-8, Islamabad		
	Tele: 051-9262310		
	Email: dpn@paknavy.gov.pk		
Dear S	Sir		
4 100	a barrahy affair to assembly to the Director	of Dragourge and (Nav.) the	-4 -4-i i
	e hereby offer to supply to the Director	` ,	
	ule to the tender inquiry or such portion		•
	der at the prices offered against the said		
	n valid up to 120 days and will not be		•
and th	ne conditions already stated therein or	on before this date. I/we sh	all be bound by a
comm	unication of acceptance to be dispatche	d within the prescribed time.	
0 144	to the control to the first of the section of	T	Prince On the state of
	e have understood the Instructions to		•
	act in Form No. DP-35 (Revised 2002) i	• •	
	ıkistan, Ministry of Defence (Directo		
Condi	tions Governing Contracts" and have the	proughly examined the speci	ifications/drawings
and/ c	or patterns quoted in the schedule here	to and am/are fully aware of	f the nature of the
	required and my/our offer is to su		
	ements.	,	
3. Th	e following pages have been added to a	nd form part of this tender:	
		F	
a			
b			
C			
		Yours faithfully,	
		(Signature of Tenderer)	
		(Capacity in which signing))
		Address:	
		Date	
		Signature of Witness	

Address.....

DIRECTORATE PROCUREMENT (NAVY)

	Tender No Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad Tele: 051-9262310 Email: dpn@paknavy.gov.pk	
M/s		
INVITATION TO TENDER AND GENERAL IN	ISTRUCTIONS	
Dear Sir / Madam,		
1. DP (Navy) invites you to tender for services as per details given in attached Scher	• • • • • • • • • • • • • • • • • • • •	
2. <u>Caution</u> : This tender and subsequenthe successful bidder is governed by the rules Rules-2004 and DPP&I-35 (Revised 2017) of contracts laid down by MoDP / DGDP. As upon you and your firm to first acquaint (<u>www.ppra.org.pk</u>) and DPP&I-35 (Revised 2 from DGDP Registration Cell on Phone No. 0 the tender. If your firm / company possesses capability, you must be registered or willing to award of contract, which shall be made after required registration documents mentioned in	s / conditions as laid down in PPRA overing general terms & conditions a potential bidder, it is incumbent yourself with PPRA Rules 2004 2017) (print copy may be obtained 051-9270967 before participating in requisite technical as well financial to register with DGDP to qualify for security clearance and provision of	
3. Conditions Governing Contracts. To I/T (Invitation to Tender) i.a.w PPRA Rules entered into between the parties i.e. the Directorate General Defence Purchase (Directorate General Defence Purchase (Directorate With the law of contract Act, 187 Purchase Procedure & Instructions and DP-3 conditions that may be added to given contract Services specified herein.	s 2004 shall mean the agreement agreed 'Purchaser' and the 'Seller' on OGDP) contract Form "DP-19" in 72 and those contained in Defence 5 (Revised 2017) and other special	Understood not agreed

	ry of Tender. The fers are to be furnish		nents covering	technical and		
quoted should "Comm freight/ separa clearly DP(N)	Commercial Offer. in figures as well a be clearly marke nercial Offer", tender transportation, insu- tely. Total price of mentioned. In case reserves the right t	as in words in the day of the contract on the contract of the	ne currency me a separate so ate of opening be etc are to ad against the one option offe technically ac	entioned in IT. It age aled envelope . Taxes, duties, be indicated tender is to be red by the firm, cepted option if	nderstood Undergreed not ag	
specific literatu envelop numbe hour af	Technical Offer: (Vations in DUPLICA re/brochure, drawing pe and clearly marker and date of opening ter the date and time confirm/comply with	TE (or as specings and compliant of the compliant of the compliant of the compliant of the complex of the compl	fied in IT) alon ce metrics in a ffer" without pri er shall be oper ender mentione	g with essential ag separate sealed ces, with tender ned first; half an d in DP-2. Firms	nderstood Under reed not ag	
S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	availability enclosed pi from broch	ote/ onal g as	
	d: C = Fully Comply,					
please tender due to highligh	Special Instruction be read point by po conditions should be non-acceptance onted alongwith your be rejected.	int and understo e responded cle f tender condit	ood properly be early. In case o ions(s), the sa	fore quoting. All ago of any deviation name should be	nderstood Under reed not ag	
copy of in the I propos called	Firms shall submit to f commercial offer and the commercial offer and envelops cleal" in bold. The comfor and the technical are to be enclosed in	nd two copies o arly marked "Teo mercial offer will I offer will not in	of the technica chnical proposa include rates of dicate the rate	I offer as asked ag al", "Commercial of items/services s. Both types of	nderstood Under reed not ag	

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

	e. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.	Understood agreed	Understo
	f. The tender duly sealed will be addressed to the following:-		
	Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad		
This I receive time we legitime opening couries	Take the contract of the contr	Understood agreed	Understood not agreed
accep for op registe Tende		Understood agreed	Understood not agreed
7.	Validity of Offer.		
		Understood agreed	Understood not agreed
	· · · · · · · · · · · · · · · · · · ·	Understood agreed	Understood not agreed

at the ongoing contract rates with discount. Firm may quote for the whole or any portion, or to state in Understood Understood agreed not agreed the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

Quoting of Rates. Only one rate will be quoted for entire quantity, item Understood wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).

10.	Return of I/T.	ITs are to be handled as per following guidelines
10.	INGLATE OF BUILDING	The die to be flatialed as per following galdelines

In case you are Not quoting, please return the tender inquiry stating Understood a. the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.

Understood Understood

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.

agreed not agreed

Understood not agreed

Understood not agreed

Understood

It is a standard practice to invite all firm(s) including those un- Understood C. 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.

not agreed

11. Firms shall not withdraw their commercial Withdrawal of Offer. offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.

Understood Understood agreed not agreed

12. **Provision of Documents in case of Contract.** In case any firm wins a contract, it will deposit following documents before award of contract:

Understood Understood agreed not agreed

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

13. **Treasury Challan.**

8.

Attached Not Attached

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

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

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

b. Return of Earnest Money

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

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

Ç	g.	Photocopy of NTN			Photocopy of passport		
ł	٦.	Foreign Agreement	Principal t in case of loo		Trading	Agreement House/ /Stockiest et	in case of Company/ c.

•		, ,	Understood not agreed
•	of the contract.	, , , , , , , , , , , , , , , , , , , ,	
17. Warra	Condition of Stores. anty/Guarantee Form DPL-1	Brana new eleree will be accepted on Time	Understood not agreed
18. submi	Documents Required. itted along with the quote:	J 1	Understood not agreed
	a. OEM/Authorized Dealership Evidence.	Dealer/Agent Certificate along with OEM	

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

 19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows: a. 1st rejection on Govt. expense b. 2nd rejection on supplier expense c. 3rd rejection contract cancellation will be initiated. 	Understood agreed	Understood agreed
20. <u>Security Deposit/Bank Guarantee .</u> To ensure timely and correct		Understood not agreed
supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedule Bank for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on email address given on page 1. Format of BG is enclosed at Annex B.		
21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier of the strict to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	, agreed	Understood not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shal be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested af dpn@paknavy.gov.pk	agreed	Understood not agreed
b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.	agreed	Understood not agreed
c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9267412 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their norma business activities.	agreed :	Understood not agreed

Purchaser i delivery rec	espondence. All correspondence will be addressed to the eight may be addressed to CMA Rawalpindi & Consignee respectively addressed to the DP (Navy).	Understood agreed	Understood not agreed
DP(N) mem OEM prem mentioned i and whether Contractor.	shipment Inspection. PN may send a team of officers including aber for the inspection of major equipments and machinery items at ises as per terms of contract. If not already provided for and in the I.T, firm(s) must clarify the place, number of persons, duration er expenses on such visits would be borne by the Purchaser or In case contractor is responsible for bearing such expenses, detailed of the same should be given separately in the commercial offer.	Understood agreed	Understood not agreed
fresh clause	ndment to Contract. Contract may be amended/modified to include e (s) modify the existing clauses with the mutual agreement by the d the purchaser; such modification shall form an integral part of the	Understood agreed	Understood not agreed
concerned v	repancy. The consignee will render a discrepancy report to all within 60 days after receipt of stores for discrepancies found in the at. The quantities found short are to be made good by the supplier,	Understood agreed	Understood not agreed
a. b. contr gover on ca Supp and gover Finar c. contr increa desira by th	Except for calculation or typographical errors, the rates of the acts not having a price variation clause PVC clause will not be ased subsequently. But when such an increase is considered able in the interest of expeditious supply of stores and is necessitated e circumstances beyond the control of the Supplier, the case may be led accordingly.	Understood agreed	Understood not agreed
27. Forc	e Majeure.		
War, agen or cir	The supplier will not be held responsible for any delay occurring in ly of equipment due to event of Force Majeure such as acts of God, Civil commotion, Strike, Lockouts, Act of Foreign Government and its cies and disturbance directly affecting the supplier over which events cumstances the supplier has no control. In such an event the supplier inform the purchaser within 15 days of the happening and within the	Understood agreed	Understood not agreed

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

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

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

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

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

with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.		
32. Compensation Breach of Contract. If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.	Understood agreed	Understoo
33. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.	Understood agreed	Understoon not agreed
34. <u>Termination of Contract.</u>		
a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.	Understood agreed	Understoo not agreed
b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:		
(i) To have any part thereof completed and take the delivery thereof at the contract price or.		
(ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.		
(iii) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.		

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

31.

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

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

- e. Treasury challan is NOT attached with the offer.
- f. Multiple rates are quoted against one item.
- g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.

NOT indicated separately as per required price breakdown mentioned at

j. Subject to restriction of export license.

Para 17.

- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- 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.	<u>Appeal</u>	s by Supplier/Firm. Any aggrieved		d Understood
		P (N) or CINS or any other problematic a		not agreed
		ct may prefer an Appeal to Standing . N Officers and military finance rep	• • • • • • • • • • • • • • • • • • • •	
	_	e detail and timeline for preferring appeal	• • • —	
Isiaiiia	bau. III	e detail and timeline for preferring appear	is 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	
		ion. Any appeal received after the lapson I not be entertained.	e of timelines given in para understood agreed	d Understood not agreed
oo abc	ve snan	That be entertained.		
undert	ake to a	ms not Registered with DGDP. Firms apply for registration with DGDP prior si	gning of Contract. Details agreed	d Understood not agreed
tender	iaw par	on DGDP website <u>www.dgdp.gov.pk</u> .The as 12 and 14 above and provision of doo s of the firm alongwith NTN and GST regi	cumentary proof regarding	
42.	Firms v	which are not registered with DGDP	should initiate provisional Understoo	d Understood

not agreed

a. NTN

for ground check by FS Team:

- 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

registration in accordance with Para 41. Besides, ground check by Field Security agreed

(FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents

- I. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- S. OEM Certificate

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

t.

ISO Certificate

DPL-15 (WARRANTY)

FIRM'S NAME: M/s							

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

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

SIGNATURE	
DATE	
PLACE	

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

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

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

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY IMPORTANT

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

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

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