## **Tender Covering Form**

# Directorate of Procurement (Navy) Through Bahria Gate

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

Tender D	Description						
IT Opening Date							
Firm Name							
Postal A	ddress						
Email Ad	dress for Co	rrespondence					
Contact	Person Nam	e					
Contact l	Number	(Landline	_) (Mobile	)			
Docume	ents to be At	tached with Quotation					
		s proposal in a sealed envelo	oe which shall c	ontain 03 x Sea	aled		
This en contain that the	velope must following do	- Technical Offer in Duplicate contain 02 x sets of Technical Cuments as per this order and S ts have been attached:		tick ✓ against e	ach to ensure		
S No		Document		Original Set	Copy Set		
1.	Bank Challa						
2.	Principal Authorization Letter (where applicable)						
3.	Principal Invoice (Muted – without Price) (where applicable)						
4.		n of IT (with compliance remarks)					
5.		rm of IT with compliance remai	ks against each				
		ne Annex A)					
6.		Offer / Specs					
7.		IT (with compliance remarks)					
8.		C of IT (with compliance remarks	S)				
9.		of IT (dully filled & signed)	1 '41 DODD'				
10.		istration Letter (If firm is registere	ed with DGDP)				
11.	Tax Filling I						
<u>Sealed</u>	Envelop 2 -	- Earnest Money					
	This Envelo	pp must contain Earnest Money o	only.				
Sealed	Envelop 3 -	- Commercial Offer					
	This Envelop must contain following documents:						
1.		mercial Offer	01 x Original				
2.		voice (where applicable)	01 x Original				
3.		DP-2 Form of IT	01 x Original				
	-						

## 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 A	٩ut	horized	Signat	tures	
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# **DIRECTORATE PROCUREMENT (NAVY)**

M/s	Tender No	
	Date	
INVITATION TO TENDER AND GE	NERAL INSTRUCTIONS	
Dear Sir / Madam,		
1. DP (Navy) invites you to tend as per details given in attached Scho	der for the supply of stores/equipment/ services edule to Tender (Form DP-2).	
the successful bidder is governed to Rules-2004 and DPP&I-35 (Revised contracts laid down by MoDP / DGI you and your firm to first a (www.ppra.org.pk) and DPP&I-35 (FDGDP Registration Cell on Phone tender. If your firm / company pocapability, you must be registered	d subsequent contract agreement awarded to by the rules / conditions as laid down in PPR/ agreed agreed 2019) covering general terms & conditions c DP. As a potential bidder, it is incumbent upon acquaint yourself with PPRA Rules 2004 Revised 2019) (print copy may be obtained from a No. 051-9270967 before participating in the assesses requisite technical as well financial or willing to register with DGDP to qualify for made after security clearance and provision of intioned in Para 15 of this DP-1.	Understood not agreed
(Invitation to Tender) i.a.w PPRA Finto between the parties i.e. the 'Pu Defence Purchase (DGDP) contract contract Act, 1872 and those contract Instructions and DP-35 (Revised 2)	Rules 2004 shall mean the agreement entered agreed archaser' and the 'Seller' on Directorate General et Form "DP-19" in accordance with the law of contained in Defence Purchase Procedure & 019) and other special conditions that may be supply of Defence Stores / Services specified	Understood not agreed
4. <u>Delivery of Tender.</u> The commercial offers are to be furnishe	tender documents covering technical and d as under:-	
quoted in figures as well as should be clearly marked in fa	he offer will be in duplicate and indicate pric Understood in words in the currency mentioned in IT. agreed act on a separate sealed envelope "Commercial and date of opening. Taxes, duties,	Understood not agreed

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 releva Understood	Understood
specifications in <u>DUPLICATE</u> (or as specified in IT) along with essent agreed	not agreed
literature/brochure, drawings and compliance metrics in a separate sealed	
envelope and clearly marked "Technical Offer" without prices, with tender	
number and date of opening. Technical offer shall be opened first; half an	
hour after the date and time for receipt of tender mentioned in DP-2. Firms	
are to confirm/comply with IT technical specification in the following format:	

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

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

- c. **Special Instructions.** Tender documents and its conditions m Understood please be read point by point and understood properly before quoting.

  Understood not agreed tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.
- d. Firms shall submit their offers in two separate envelopes (i.e. 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 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. <b>FORM DP-1, DP-2, DP-3 and Questionnaires.</b> 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 Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk	
Director after the howevelegitim opening services	, , , , , , , , , , , , , , , , , , , ,	Understood not agreed
accept opening repres after of		Understood not agreed
7.	Validity of Offer.	
	and the same of th	Understood not agreed
	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.	
		derstood agreed

shall supply these at the rate quoted. Quoting of Rates. Only one rate will be quoted for entire quantity, it Understood Understood wise. In case quoted rates are deliberately kept hidden or lumped together to tri agreed not agreed other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). 10. Return of I/T. ITs are to be handled as per following guidelines: Understood Understood agreed not agreed In case you are Not quoting, please return the tender inquiry stati the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender. 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. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email. 11. Withdrawal of Offer. Firms shall not withdraw their commercial offer: Understood Understood before signing of the contract and within validity period of their offers. In case the agreed not agreed firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year. 12. Provision of Documents in case of Contract. In case any firm wi Understood Understood not agreed a contract, it will deposit following documents before award of contract: Proof of firm's financial capability. a. b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. Principal/Agency Agreement. C. d. Registration with DGDP (Provisional Registration is mandatory) 13. Treasury Challan. Offers by registered firms must be accompanied with a Challan forn Attached Not a. Attached of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury and debit able to Major Head C02501-20. Majn Head-12. Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan. Firms, un-registered / un-indexed with DGDP (Registration Section) b.

are to acquire prior approval from DP (Navy) to participate in the tender

the whole or any part of the tender or portion of the quantity offered, and firm

competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP).

		our tender must be accompanied Receipt (CDR) in favor of CMA		Not Attache
	a. Rates for Contract. The receiling for different categories of firm	rate of earnest money and its max ms would be as under:-	imum 🔲	
	(i) Registered/Indexed/value subject to maximum co	<b>Pre-Qualified Firms</b> . 2% of the queiling of Rs. 0.2 Million.	uoted	
	` ,	lified but Un-indexed Firms. 3% of imum ceiling of Rs. 0.2 Million.	of the	
	• • •	e-Qualified/Un-indexed Firms. 5% of imum ceiling of Rs. 0.4 Million.	of the	
	Security furnished with ten conditions (Clause 14 of DP We have no objection on coand rejection of our offer	er Earnest Money. Earnest Moneyder is strictly in conformity of tender-1 and clause 10 of DP-2) on the suconfiscation of Earnest Money/Bid se in case amount of Earnest Moneyent in violation of IT condition.	der/IT bject. curity	
	b. Return of Earnest Money			
	(i) Earnest mone returned on finalizatio	ey to the unsuccessful bidders with of the contract.	ill be	
	` ,	y of the firm/firms with whom controurned on submission of Bank Guard CMA (DP).		
		tration:  In case your firm will deposit following documents to Decontract for provisional registration:-	OGE agreed	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.		

Challan Form

Financial standing/audit balance

Challan Form

Bank Statement for last one year.

e. f.

		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.

16. Consi		<u>ction Authority</u> . Specialist User or a	•	nt Inspection valued in the second in the se			•	Understood agreed	Understood not agreed
•		nall be as prescribe contract.	d in DP-35	and PP & I	(Revis	ed 2019) c	or as pe	;i	
17. Varra		ition of Stores. arantee Form DPL-1		w stores will with contract.		ccepted or	n Firm	Understood agreed	Understood not agreed
18. subm		ments Required. ong with the quote:	Following	documents	are	required	to I	Understood agreed	Understood not agreed
	a. Evide	OEM/Authorized Donce.	ealer/Agent	Certificate ald	ong wi	th OEM De	ealershi	р	
	b.	The firm/supplier sh	nall provide	correct and v	alid e-	mail and F	ax No t	0	

Supplier/contracting firm shall either provide OEM

c. Original quotation/Principal/OEM proforma invoice.

OEM Conforming Certificates will be blacklisted.

CINS and DP(N).

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.

Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through

Conformance Certificates issued by OEM. Companies/firms rendering false

On receipt, CINS shall approach the OEM for verification of

- 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.

contract concluded against this tender may be rejected as follows:	Understood agreed
a. 1 <sup>st</sup> rejection on Govt. expense	
b. 2 <sup>nd</sup> rejection on supplier expense	
c. 3 <sup>rd</sup> rejection contract cancellation will be initiated.	
20. Security Deposit/Bank Guarantee. To ensure timely and correct supressible of stores the firm will furnish an unconditional Bank Guarantee(BG) from a scheduagered Bank of Pakistan for an amount upto 5 / 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 CDR/Bank Draft/Pay Order. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.	Understood not agreed
21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gift Understood commission and inducement of any kind or their promises thereof by Supplier / Fir agreed to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	Understood not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespective 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="PERMANENT BLACKLISTING">PERMANENT BLACKLISTING</a> of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.	
c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.	
22. <u>Correspondence.</u> All correspondence will be addressed to the Purchas Understood i.e. DP (Navy). Correspondence with regard to payment or issue of delivery recei agreed may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).	Understood not agreed

premis I.T, fi expen contra	Pre-shipment Inspection. PN may send a team of officers including DP( Understood per for the inspection of major equipments and machinery items at OE agreed sees as per terms of contract. If not already provided for and mentioned in true rm(s) must clarify the place, number of persons, duration and whether also sees on such visits would be borne by the Purchaser or Contractor. In case actor is responsible for bearing such expenses, detailed breakdown of the should be given separately in the commercial offer.	Understood not agreed
	Amendment to Contract. Contract may be amended/modified to inclue Understood clause (s) modify the existing clauses with the mutual agreement by the error and the purchaser; such modification shall form an integral part of the fact.	Understood not agreed
	<u>Discrepancy</u> . The consignee will render a discrepancy report to Understood erned within 60 days after receipt of stores for discrepancies found in the quantities found short are to be made good by the supplier, free t.	Understood not agreed
26.	Price Variation.	
	a. Prices offered against this tender are to be firm and final.	
	b. Where the prices of the contracted stores/raw material are controlled Understood by the government or an agency competent to do so on government behagreed then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.	Understood not agreed
	c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.	
27.	Force Majeure.	
	a. The supplier will not be held responsible for any delay occurring Understood supply of equipment due to event of Force Majeure such as acts of Gc agreed War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.	Understood not agreed
	The Construction of the design of the state	

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.	
	Understood not agreed
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	
	Understood not agreed
30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per mon Understood are liable to be imposed on the suppliers by the purchaser in accordance with D	Understood not agreed
35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.	
31. Risk Purchase. In the event of failure on the part of supplier to complete agreed with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.	Understood not agreed
32 Compensation Breach of Contract It the contractor talls	Understood not agreed

contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

33. <b>Gratuities/Commission/Gifts</b> . No commission, rebate, bonus, fee Understood compensation in any form shall be paid to any local or foreign agent, consulta agreed 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 not agreed
a. If at any time during the currency of the contract the Purchas decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.	Understood not agreed

- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
  - (i) To have any part thereof completed and take the delivery thereof at the contract price or.
  - (ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.
  - (iii) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.
- c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

35.	Rights Reserved	<ul> <li>Directorate</li> </ul>	e of Procuremer	nt (Navy), Ra	walpindi reserv	Understood
ull rig	hts to accept or re	ject any or al	ll offers including	the lowest.	Grounds for su	agreed

Understood not agreed

tor gro	ounds is not required as per PPRA Rule 33 (1).		
of the	Application of Official Secrets Act, 1923.  his enquiry and subsequent actions arising there Official Secrets Act, 1923. You are, therefore, re- by regarding documents and stores concerned were of your employees having access to this inform	equested to ensure completed that the enquiry and to limit the	d Understoo not agreed
37. from t	Acknowledgment. Firms will send acknowled ne date of downloading of IT from the PPRA Wel		d Understoo not agreed
38.	<u>Disqualification.</u> Offers are liable to be rejected	d if:-	
	a. Received later than appointed/fixed date b. Offers are found conditional or incomplet c. There is any deviation from the Instructions contained in this tender. d. Forms DP-1, DP-2 (along with Annexes NOT received with the offers. d. Taxes and duties, freight/transportation indicated separately as per required price break e. Treasury challan is NOT attached with the f. Multiple rates are quoted against one iter g. Manufacturer's relevant brochures and equipment assemblies are not attached in supply. Subject to restriction of export license. k. Offers (commercial/technical) containing amendments/corrections/overwriting. l. If the validity of the agency agreement is m. The commercial offer against FOB/CIF/c currency and vice versa. n. Principals invoice in duplicate clearly ind are inclusive or exclusive of the agent commissing. Earnest money is not provided. q. Earnest Money is not provided with specified). r. If validity of offer is not quoted as required confirmation later. s. Offer made through Fax/E-mail/Cable/Tet. If offer is found to be based on cartel accounces/ participants of the tender. u. If OEM and principal name and complete mentioned. v. Original Principal Invoice is not attached	e in any respect.  General /Special/Technical  ), and DP-3 duly signed, are  and insurance charges NOT down mentioned at Para 17. e offer. n. I technical details on major ort of specifications.  non-initialed/ unauthenticated  expired.  C&F tender is quoted in local icating whether prices quoted on is not enclosed.  the technical offer (or as ired in IT or made subject to lex. ction in connivance with other address is not	d Understoo not agreed
the co	Appeals by Supplier/Firm. Any aggrieved on of DP (N) or CINS or any other problematic antract may prefer an Appeal to Standing Appeal ficers and military finance rep at Naval headqual meline for preferring appeals is given below:	Supplier/Firm against t Understoo area towards the execution agreed Committee (SAC) comprising	d Understoo
ana III	S.No.   Category of Appeals	Limitation Period	

rejections may be communicated to the bidder upon written request, but justification

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

	7. Podde in an other cases Within 66 days of decision	
	imitation. Any appeal received after the lapse of timelines given in page agreed a shall not be entertained.	Understood not agreed
	or Firms not Registered with DGDP. Firms not registered with DGDP to apply for registration with DGDP prior signing of Contract. Details c Understood	Understood
	d on DGDP website <u>www.dgdp.gov.pk</u> .These firms can participate in tenc agreed	not agreed
	is 12 and 14 above and provision of documentary proof regarding financial	
status of	the firm alongwith NTN and GST registration copies.	
	irms which are not registered with DGDP should initiate provisior Understood ion in accordance with Para 41. Besides, ground check by Field Secur	Understood not agreed
_	am will be made for security clearance related to participation in the tender	
after tecl	hnical opening. Firms undertake to provide following documents for ground FS Team:	
a.	. NTN	
b.		
C.		
d.		
e. f.	•	
g.		
h.	·	
j.	Firm Vehicle/Personal Vehicle	
k.		
l.	DGDP Registration letter	
m		
n.		
p. q.		
r.	Agency Agreement	
S.		
t.	ISO Certificate	
u.		
V.	<b>,</b>	
W.		
Х.		
у. z.	·	
aa	'.	
al		
ac	c. Form 29 and Form A	
ac	d. Incorporation Certificate	
	/e solemnly undertake that all IT clauses marked as "Understood & Agreet agreed agreed to be changed / withdrawn after tender opening. The IT provisions accept	Understood not agreed
	m the baseline for subsequent contract negotiations.	

- 44. The above terms and conditions are confirmed in total for acceptance.
- 45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.

Sincerely yours,
(To be Signed by Officer Concerned) Rank: NAME:

### **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)		
(iii)	Address of Firm/Contracto	or
(iv)		
(v)		
(vi)	Amount of Guarantee Rs.	
(		<b>)</b>
		(in words)
(vii)	Date of expire of Guarante	ee
		mic Republic of Pakistan through the (Defence Purchase) Rawalpindi.
Sir,		
1.		ave entered into Contract No
with	Messer's	
	(Full Name	e and Address)
to yo appli	our good self for a sum of Recable)	conditional Bank Guarantee by our customer s Rupees/FE (as  condition of the contract, we hereby agree
	undertake as under: -	
	ence to our Customer and	litionally on demand and/or without any damount not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	
b.	To keep this Guarantee in	force till
whick i.e. No be do Guar valid enter this g	Id of the original/extended done so ever is later in duration M/suly received by us on or becantee shall cease on the closity of this Bank Guarantee trained by whether you suffer	elivery period or the warrantee of the stores on receipt of information from our Customer or from your office. Claim, if any must efore this day. Our liability under this Bank paing of banking hours on the last date of the e. Claim received thereafter shall not be r a loss or not. On receipt of payment under . Bank Guarantee must be clearly cancelled,

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

ANNEX 'C'

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

Mr	Authori	zed signatory/
Partner/MD of M/s	, do hereby solem	nly affirm to DGP
	d Directorate General Defence Pu	
Defence Production, Rawalpino	di that our firm M/s	has
	Director General Defence Purch	
completed all the documents re	equired by registration section on	(date)
i,e before signing the contract	. I certify that the above mention	oned statement is
	on any stage that our firm ha	• •
•	ral Defence Purchase or stateme	•
	or disciplinary action initiated (i,e	•
	e Establishment and Govt Agenc	,
that any disciplinary action taker	n will not be challenged in any Co	urt of Law.
	Signature	
Station:	Name :	
Date:	Appointment in Firm	

ATTESTED BY OATH COMMISSIONER WITH STAMP

# INVITATION TO TENDER FORM

- 1. Schedule to Tender No DICP/IND/M/2129351/R-2201/320489 dated \_\_\_\_\_. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 08-03-2022. Please drop tender in the Tender Box No 202.
- 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	UNIT PRICE	TOTAL PRICE
1.	NSN. 4130-US-506-5502 PART NO. EBOH24/EBE24 COOLING UNIT PARENT EQUIPMENT MAIN AIR CONDITION (CRUISAIR) USA	05 Nos		
2.	NSN. 4130-US-506-5503   PART NO. EBH 12 OR 215412400/215612400/215613405   COOLING UNIT, 115V, 50-60HZ/1PH CAPACITY OF 12000 BTU/HR   SPECIFICATIONS	15 Nos		
	MODEL: TV-12  PARENT EQUIPMENT MAIN A/C (CRUISAIR) USA TYPE F48E-P  OEM ADDRESS: M/S CRUSAIR MARINE DEVELOPMENT CORPORATION P.O BOX NO 15299 RICHMOND VIRGINIA 23227-0699 UNITED STATES			
3.	NSN. 4120-PK-507-3944 PART NO. BMCU-60 CONDENSING UNIT (5 TON) 440V 3PH WITH ALL ACCESSORIES  PARENT EQUIPMENT A/C UNIT SPLIT TYPE  SPECIAL INSTRUCTION Supplies must contain OEM's/ COC with following information:  a. Part/ Pattern No. of equipment. b. Date/ Period of manufacturing. c. S.No/ Batch No/ Lot No should be embossed/ engraved on the equipment. d. OEM test certificate/ FATs/ Certification/ approval as applicable.	05 No		

Check FOR/FOB case above mentioned price includes 17% sale Tax	Yes	No
(Please tick Yes or No)		
Note: All and Calcadia Control	The second second the second	and the second second section of the bottom

**Note:** All participating firms are required to read DP(N) requirement carefully and provide compliance against IT. No amendment will be made after submission of proposals without provision of documentary evidence.

## **Terms & Conditions**

1. **General Instructions**. Attached as per Annex 'A'

2. <u>Terms of Payment.</u> 100% after issuance of CRV. CRV will be issued

after successful installation of equipment.

Origin of Stores. To be indicated by the firm

4. **Origin of OEM.** To be indicated by the firm

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

6. **Delivery Period.** 06 Months

7. Trade Link between firm and OEM.

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

- 9. Basis for acceptance. FOR Basis
- 10. <u>Bid validity.</u> The validity period of quotations must be indicated **and should invariably be 120 days from the date of opening of commercial 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.
- 11. <u>Tendering procedure</u> Single Stage- Two Envelopes bidding procedure will be followed. PPRA Rule 36 (b) refers.
- 12. <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. Rates for Contract. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
    - (i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
    - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
    - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4 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).

#### 13. **Special Note**.

All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.
- b. 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.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. 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 Taxpayers list is submitted alongwith payment documents.
- e. 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.
- f. Company registration certificates are to be attached with offer.
- g. 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. Tender Opening Board is authorized to check earnest money. AUTHORIZATION LETTER IS MANDATORY FORM YOUR PRINCIPAL FIRM AT THE TIME OF PARTICIPATION IN TENDER.
- h. Under taking on stamp paper w.r.t adequacy of submitted earnest money is also be enclosed.
- 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: IN CASE OF FAILURE TO COMPLY ABOVE INSTRUCTIONS, TERMS AND CONDITIONS, OFFER WILL LIABLE FOR REJECTION.

<u>Description</u>	Firm's
	Remarks
	Comply / Not
	Comply

#### 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. Supplier 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 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. Supplier in his "Offer/Quotation" is to provide OEM's contact (address, email address, phone, fax and website etc).

#### **ORIGIN OF SUPPLY**

5. Supplying firm in its "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. 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 origination 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 firm 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
    - (4) List of Serial Numbers or Batch Numbers or Lot Numbers as embossed / engraved on the stores as applicable.
    - (4) Date/Period of Manufacture
    - (5) Conformance to standards/specifications quoted in the IT
  - c. OEM Certificate. / FATs report is not required.
  - d. Import documents comprising landing / Airway Bill or Shipping Bill and Bill of Entry duly 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 blacklisted. OEM's "Certificate of Conformity" originating from Principal who is neither the OEM nor 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.

DP-	3
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TENDER NO	NAME OF THE FIRM
	DGDP REGISTRATION NO
	TELEPHONE NO
	OFFICIAL E-MAIL
	MOBILE NO
To: THE DIRECTOR OF PROCUREMENT	
(Section P-32)	
Through Bahria Gate	
Near SNIDS Centre, Naval Residential Complex, E-8,	
Islamabad	
Contact: Reception: 051-9262311 Bahria Gate: 331-5540649	
Section: 051-9262302	
Email: <a href="mailto:dpn@paknavy.gov.pk">dpn@paknavy.gov.pk</a>	
DEAR SIR	DATE
1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF P SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION THEF OF TENDER AT THE PRICES OFFERED AGAINST THE SAID SCHWILL REMAIN VALID UP TO 120 DAYS AND WILL NOT BE WITHD AND THE CONDITIONS ALREADY STATED THEREIN OR ON BE COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITHIN	REOF AS YOU MAY SPECIFY IN THE ACCEPTANCE HEDULE AND FURTHER AGREE THAT THIS OFFER RAWN OR ALTERED IN TERMS OF RATES QUOTED EFORE THIS DATE. I/WE SHALL BE BOUND BY A
2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENE CONTRACT IN FORM NO. DP-35 (REVISED 2002) INCLUDED PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMI PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICT	IN THE PAMPHLET ENTITLED, GOVERNMENT OF DEFENCE PURCHASE) "GENERAL CONDITIONS NED THE SPECIFICATIONS/DRAWINGS AND/ OR FULLY AWARE OF THE NATURE OF THE STORES
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FORM	I PART OF THIS TENDER:
A	
B	
	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(CAPACITY IN WHICH SIGNING)
	ADDRESS:
	DATESIGNATURE OF WITNESS
*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CO	ONNECTED WITH A CONTRACT MUST SPECIFY:-
(a) WHETHER SIGNING AS "SOI E PROPRIETOR" OF T	HE 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.
- Principal's Proforma invoice (in original) (e)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

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

# **IMPORTANT**

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

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