INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2202073/R-2204/340642</u> dated <u>05 Sep 22</u>
 This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>05 Oct 2022</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	DETA	AIL OF STORES	QTY/ UNIT	UNIT PRICE (RS)	TOTAL PRICE (Rs)
1.	1. Pattrn. 0243-59-129-5842 FIRE EXTINGUISHER STORED PRESSURE TYPE, WATER (9 LTR) DEEP DRAWN STAINLESS STEEL BODY.				
	SPECIFICATION: PN SPECS 11-002 OF 2005				
	NOTE	<u></u> : ≟:			
	a.	DITD SEALED SAMPLE HELD WITH CINS FOR MAKE, SHAPE & DESIGN.			
	b.	CONTRACTED FIRM WILL BE PROVIDED AN ADVANCE SAMPLE TO CINS FOR APPROVAL PRIOR PRODUCTION OF BULK STORES.			
	c.	SHELF LIFE OF FIRE EXT SHOULD BE MINIMUM 05 YEARS.			
	d.	DATE OF PRODUCTION SHOULD NOT BE MORE THAN SIX MONTH AT THE DATE OF DELIVERY.			

NOTE:

- 1. 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. Hardcopy 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.
- 2. Firm will submit a affidavit on firm letter head that the original earnest money is attached with commercial offer in separate envelope and copy of the same is attached with technical offer.
- 3. Firm will comply / confirm all IT clauses 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**.

	Above mentioned pric (Please tick Yes or No)	e includes 17%	Sale	<mark>Tax</mark>
-	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.** (To be indicated in Technical Offer)

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

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

6. **Delivery Period.** 06 Month after signing of contract

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> <u>Bid Security:</u>

Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi in separate envelope and outside attached with technical offer. Moreover, one copy of EM without mentioning amount may be submitted with technical offer for evidence and proof. The rate of earnest money and its maximum ceiling 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. 0.500 Million.

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

(b) 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

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

(c) 5% of the quoted value subject to maximum ceiling of Rs. 1.0 Million.

13. **Return of Earnest Money:**

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

14. Special Note.

- a. All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).
- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.

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

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

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

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

SPECIAL INSTRUCTIONS

SOURCE OF SUPPLY

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

ORIGIN OF SUPPLY

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

UPDATES & CURRENT INFORMATION

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

DOCUMENTATION REQUIRED

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

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

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.

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

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

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

Firm's Declaration

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

Firm's Authorized Signatures	
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Directorate of Procurement (Navy)

Through Bahria Gate

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

Email: dpn@paknavy.gov.pk

TENDER SUMMARY

ı ender	No & Date:		
Tender	Description:		
Technic	al Opening Date:		
Comme	rcial Opening Date:		_
001111110			
Technic	cal Opening Details		
100111110	tar opening betane		
S No	Name of the Supplier	OEM	Quoted Model
3110	Name of the Supplier	OLIVI	Quotea Model

		<u>DP-3</u>	
Tende	er No	Name of the Firm	
To:	Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad Tele: 051-9262310 Email: dpn@paknavy.gov.pk		
Dear	Sir		
sched of ten remains and to	lule to the tender inquiry or such portion der at the prices offered against the said n valid up to 120 days and will not be v	of Procurement (Navy) the stores detailed thereof as you may specify in the acceptan schedule and further agree that this offer withdrawn or altered in terms of rates quot on before this date. I/we shall be bound by d within the prescribed time.	ce will ed
Control Part Condrol and/ostores	act in Form No. DDP&I (Revised-2019) in akistan, Ministry of Defence (Director itions Governing Contracts" and have the patterns quoted in the schedule heret	Tenders and General Conditions Governing and Included in the pamphlet entitled, Governmentate General Defence Purchase) "General Defence Purchase P	ent ral gs the
3. Th	e following pages have been added to ar	nd form part of this tender:	
b.			
		Yours faithfully,	
		(Signature of Tenderer)	
		(Capacity in which signing) Address: Date	

Signature of Witness.....

ADDRESS.....

DIRECTORATE PROCUREMENT (NAVY)

	Tender No		
M/s			
Date			
INVITATION TO TENDER AND GENERAL II	NSTRUCTIONS		
Dear Sir / Madam,			
1. DP (Navy) invites you to tender fo services as per details given in attached Sche			
2. <u>Caution</u> : This tender and subsequence the successful bidder is governed by the rules Rules-2004 and DPP&I (Revised 2019) cover contracts laid down by MoDP / DGDP. As a proposed your and your firm to first acquaint your (www.ppra.org.pk) and DPP&I-35 (Revised from DGDP Registration Cell on Phone No. the tender. If your firm / company possesses capability, you must be registered or willing award of contract, which shall be made after required registration documents mentioned in	s / conditions as laid down in PPRA ering general terms & conditions of otential bidder, it is incumbent upon ourself with PPRA Rules 2004 2017) (print copy may be obtained 051-9270967 before participating in a 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 with the law of contract Act, 18 Purchase Procedure & Instructions and DP-3 conditions that may be added to given contract Services specified herein.	e 'Purchaser' and the 'Seller' on DGDP) contract Form "DP-19" in 72 and those contained in Defence 35 (Revised 2017) and other special	nderstood reed	Understoo not agreed
4. <u>Delivery of Tender.</u> The tender d commercial offers are to be furnished as under	•		

Understood agreed Understood not agreed

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

Understood

not agreed

Understood

agreed

Understood

not agreed

Understood not agreed

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

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

C.	<u>Special</u>	Instructions.	Tende	r documen	ts and it	s condi	tions m	nay
please	be read	point by point	t and un	derstood p	roperly b	efore q	uoting.	ΑII
tender	condition	ns should be	respond	ded clearly.	. In case	of any	deviati	ion
		ceptance of			· , ,			
highlig	hted alor	ngwith your of	ffered c	onditions.	Tender	may ho	wever	be
liable t	o be reje	cted.						

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

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

5.

6.

7.

at the ongoing contract rates with discount.

8. Part Bid. Firm may quote for the whole or any portion, or to state in 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.							
trick or right to Securi	Quoting of Rates. Only one rate will be quoted for entire quantity, item In case quoted rates are deliberately kept hidden or lumped together to ther competitors for winning contract as lowest bidder, DP(N) reserves the preject such offers on-spot besides confiscating firm's Earnest Money / Bid ity and take appropriate disciplinary action. Conversion rate of FE/LC onents will be considered w.e.f. opening of commercial offer as per PPRA 30(2).	Understood agreed	Understood not agreed				
10.	Return of I/T. ITs are to be handled as per following guidelines:						
	a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in	Understood agreed	Understood not agreed				
	the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.						
	b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores	Understood agreed	Understood not agreed				
	do not quote / participate.						
	c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical	Understood agreed	Understood not agreed				
	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.						
	<u>Withdrawal of Offer</u> . Firms shall not withdraw their commercial before signing of the contract and within validity period of their offers. In	Understood agreed	Understood not agreed				
contra	the firm withdraws its offer within validity period and before signing of the ct, Earnest Money of the firm shall be confiscated and disciplinary action lso be initiated for embargo up to 01 year.						
12. wins a	Provision of Documents in case of Contract. In case any firm contract, it will deposit following documents before award of contract:	Understood agreed	Understood not agreed				
	a. Proof of firm's financial capability.b. Foreign Seller has to provide its Registration Number issued by						
	respective Department of Commerce authorizing export of subject stores. c. Principal/Agency Agreement. d. Registration with DGDP (Provisional Registration is mandatory)						
13.	Treasury Challan.						
	a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government	Attached	Not Attached				

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

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

	Depos	nest Money/Tender Bond:- Your tender must be accompanied by a sit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following	Attached	Not Attache
amou	nts:- a.	Rates for Contract. The rate of earnest money and its maximum ceiling 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. 0.500 Million.

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

(b) 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

UN-REGISTERED / NOT PRE-QUALIFIED / UNINDEXED FIRMS.

(c) 5% of the quoted value subject to maximum ceiling of Rs. 1.5 Million.

b. Return of Earnest Money

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

S No	Local Supplier	Foreign Supplier		
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.		
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.		
C.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.		
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.		

e.	Challan Form	Challan Form	
f.	Bank Statement for last one year.	Financial standing/audit balance sheet	
g.	Photocopy of NTN	Photocopy of passport	
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.	

	onsign	nee & Specialist Use	r or a team n	ominated by	•	CINS	Understood agreed	Understood not agreed
•		nall be as prescribed contract.	in DP-35 ar	10 PP & I (R	evised 2017) o	r as per		
17. Warra		ition of Stores. arantee Form DPL-1			•	Firm's	Understood agreed	Understood not agreed
18. submi		ments Required. ong with the quote:	Following	documents	are required	to be	Understood agreed	Understood not agreed
	a. Deale	OEM/Authorized rship Evidence.	Dealer/Agent	Certificate	e along with	OEM		
	b.	The firm/supplier sl	nall provide d	orrect and v	alid e-mail and	Fax No		

c. Original quotation/Principal/OEM proforma invoice.

false OEM Conforming Certificates will be blacklisted.

d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.

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

- 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.

	(v)	Agent commission/profit, if any. Any other expenditure/cost/service/remuneration as asked he tender.		
of contract con a. b.	nclude 1 st reje 2 nd reje	Stores/Services. The stores/services offered as a result ed against this tender may be rejected as follows: ection on Govt. expense ection on supplier expense ection contract cancellation will be initiated.	Understood agreed	Understood agreed
supply of store schedule Ban duties/freight value of (Rs 1 Bank Guarant Accounts Offic power of seek demanded by the supplier w for upto 60 dayear ahead cextended, the days after the of the extended	es the lak for a handli 00.00) tee shacer spoking elevithin 3 ays after supple or igined deli	firm will furnish an unconditional Bank Guarantee(BG) from a an amount upto 10 % of the contract value (excluding Taxes, ing charges) on a Judicial Stamp Paper (All pages) of the as per prescribed format or in shape of CSD/Bank draft. The all be endorsed in favour of CMA (DP) Rawalpindi who is the ecified in the contract. The CMA (DP) Rawalpindi has the like neashment of the Bank Guarantee as if the same has been urchaser himself. The Bank Guarantee shall be produced by 0 days from the date of issue of the contract and remain valid er completion of warranty period and remain in force till one delivery date given in the contract. If delivery period is lier shall arrange the extension of Bank Guarantee within 30 hal delivery period to keep its validity always one year ahead every period. The BG form can be obtained from DP(N) on e-con page 1. Format of BG is enclosed at Annex B.	Understood agreed	Understood not agreed
Firm to any G	and inc	There shall be "zero tolerance" against bribes, gifts, ducement of any kind or their promises thereof by Supplier / ment official / staff whether to solicit any undue benefit, favour ving provisions must be clearly read & understood for strict	Understood agreed	Understood not agreed
irrespe be sigr agency is av	ctive coned for and to a coned to	ty Pact shall be applicable to all tenders / contracts of their financial value. However, a written Integrity Pact shall r contracts exceeding Rs 10 Million between the procuring he supplier / contractor i.a.w Rule-7 of PPRA-2004. The form at www.ppra.org.pk or can be requested at ry.gov.pk	Understood agreed	Understood not agreed
unethic Integrity person <u>PERM</u>	cal act y Pact (s) and ANEN ction a	applier / Contractor is found involved in any unbusiness-like / tivity, same would be considered a serious breach of the structure. DP (Navy) shall take severe disciplinary action against that d the firm / company, which may include, but not limited to, T BLACKLISTING of firm / company through DGDP and against the individual (s) involved as per Pakistan's Code of cedure.	Understood agreed	Understood not agreed
DP (Na Purcha	avy) i iser si	rictly forbidden to socialize, call or meet any official / staff of n private or during off hours. If any official / staff from ide asks for any undue favour or gratification directly or matter is to be immediately brought to the personal notice of	Understood agreed	Understood not agreed

Director Procurement (Navy) on Tel: 051-9267412 through personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities. Correspondence. All correspondence will be addressed to the Understood Understood agreed not agreed Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy). Pre-shipment Inspection.PN may send a team of officers including Understood Understood agreed DP(N) member for the inspection of major equipments and machinery items at not agreed OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer. Amendment to Contract. Contract may be amended/modified to include Understood Understood fresh clause (s) modify the existing clauses with the mutual agreement by the agreed not agreed supplier and the purchaser; such modification shall form an integral part of the contract. Discrepancy. The consignee will render a discrepancy report to all Understood Understood agreed not agreed concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost. **Price Variation.** Prices offered against this tender are to be firm and final. a. Where the prices of the contracted stores/raw material are Understood b. Understood controlled by the government or an agency competent to do so on agreed not agreed government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance. Except for calculation or typographical errors, the rates of the C. contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.

27. Force Majeure.

22.

23.

24.

25.

26.

The supplier will not be held responsible for any delay occurring in Understood supply of equipment due to event of Force Majeure such as acts of God,

Understood not agreed

War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the timeframe about the discontinuation same circumstances/happening in writing. Non-availability of raw material for the 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 maieure remains operative.
- Such extension in delivery period, due to force majeure, shall not e. entitle the Suppliers to claim any extra from the Purchaser.
- 28. Arbitration. Parties shall make their attempt to settle all disputes arising Understood agreed under this contract through friendly discussions in good faith. In the event that 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:

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.
- The arbitration award shall be firm and final. C.

a.

- d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration
- All proceedings under this clause shall be conducted in English e. language and in writing
- Court of Jurisdiction. 29. 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
are	liable to be imposed on the su	ppliers by the purchaser in accordance with

Understood agreed

Understood not agreed

Understood

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. 31. Risk Purchase. In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35. Understood Understood 32. Compensation Breach of Contract. If the contractor fails to agreed not agreed supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract. 33. No commission, rebate, bonus, fee or Understood Gratuities/Commission/Gifts. Understood agreed not agreed 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. 34. **Termination of Contract.** a. If at any time during the currency of the contract the Purchaser Understood Understood not agreed 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. In the case of remainder of the undelivered stores/goods/services b. the Purchaser may elect either:

> (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

To have any part thereof completed and take the delivery

Purchaser.

thereof at the contract price or.

- (iii) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.
- c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

	Rights Reserved. Directorate of Procurement (Navy), Rawaipindi	Understood	Understoo
reserv	es full rights to accept or reject any or all offers including the lowest.	agreed	not agreed
Groun	ds for such rejections may be communicated to the bidder upon written		
reques	st, but justification for grounds is not required as per PPRA Rule 33 (1).		
36.	Application of Official Secrets Act, 1923. All the matters connected	Understood	Understood
with th	nis enquiry and subsequent actions arising there from come within the	agreed	not agreed
•	of the Official Secrets Act, 1923. You are, therefore, requested to ensure ete secrecy regarding documents and stores concerned with the enquiry		
	limit the number of your employees having access to this information.		
37.	Acknowledgment. Firms will send acknowledgement slips within 07 days	Understood	Understood
	ne date of downloading of IT from the PPRA Website i.e. <u>www.ppra.org.pk</u>	agreed	not agreed
38.	<u>Disqualification.</u> Offers are liable to be rejected if:-		
	a. Received later than appointed/fixed date and time.	Understood	Understood
	b. Offers are found conditional or incomplete in any respect.	agreed	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		

- 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

Taxes and duties, freight/transportation and insurance charges

j. Subject to restriction of export license.

NOT received with the offers.

Para 17.

- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- I. If the validity of the agency agreement is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- 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.

Appeals for risk & expense amount

Appeals for rejection of stores

Appeals in all other Cases

39.	<u>Appeal</u>	s by Supplier/Firm. Any aggrieved	Supplier/Firm against the ւ	Understood	Understoo
decisio	n of DF	P(N) or CINS or any other problematic a	rea towards the execution a	igreed	not agreed
of the	contrac	ct may prefer an Appeal to Standing	Appeal Committee (SAC)		
compri	sing P	N Officers and military finance rep	at Naval headquarters,		
Islamabad. The detail and timeline for preferring appeals is given below:					
				_	
	S.No.	Category of Appeal	Limitation Period		
	a.	Appeals for liquidated damages	Within 30 days of decision		
	b.	Appeals for reinstatement of contracts	Within 30 days of decision		

Within 30 days of decision

Within 30 days of decision

Within 30 days of decision

40.	Limitation.	Any appeal	received afte	the lapse	of timelines	given in p	ara
	ove shall not	, , ,		mo lapoo		9	u.u.

Understood

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Understood

agreed

- 41. For Firms not Registered with DGDP. Firms not registered with DGDP understood undertake to apply for registration with DGDP prior signing of Contract. Details agreed can be found on DGDP website www.dgdp.gov.pk. These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.
- 42. Firms which are not registered with DGDP should initiate provisional registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:

Understood	Understo
agreed	not agree

a. NTN

C.

d.

- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise & Taxation)
- g. Office/Home/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- I. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers

	r.	Agency Agreement		
	S.	OEM Certificate		
	t.	ISO Certificate		
	u.	Stock List with value		
	V.	Company Profile/Broachers		
	W.	Employees List		
	Χ.	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		
ассер 44.		all form the baseline for subseabove terms and conditions are	re confirmed in total for acceptance.	
45.	Form	at of DPL-15 (warranty form)	and PBG are enclosed as Annex A & B.	
			Sincerely yours,	
		_		

Police Verification

q.

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 da		dated		
(ii)	Name of Firm/Contrac	tor		
(iii)	Address of Firm/Contr	actor		
(iv)	Name of Guarantor			
(v)	Address of Guarantor			
(vi)		Rs		
((in words)		
(vii)	Date of expire of Guarantee			
(,	2 a.c c. c.p c c. c a			
		lamic Republic of Pakistan through the ints (Defence Purchase) Rawalpindi.		
	ironer or military Accor	ints (Defence Furchase) Rawaipinal.		
Sir,				
1.	Whereas your good se	elf have entered into Contract No.		
		dated		
	with Messer's	3		
	(Full Na	me and Address)		
horo	•	r customer and that one of the conditions of		
		ion of unconditional Bank Guarantee by our		
		for a sum of Rs.		
		applicable)		
	In compliance with this undertake as under: -	s stipulation of the contract, we hereby agree		
a. refer		anditionally on demand and/or without any and amount not exceeding the sum or Rs. Rupees or FE (as applicable) as would be mentioned in your		
writte	en Demand Notice.			
b.	To keep this Guarante	e in force till		
year store Cust if an unde the I there recei	ahead of the original/extension which so ever is later omer i.e. M/sy must be duly received this Bank Guarantee selast date of the validity eafter shall not be entertaint of payment under	his Bank Guarantee shall be kept one clear tended delivery period or the warrantee of the in duration on receipt of information from our or from your office. Claim, d by us on or before this day. Our liability hall cease on the closing of banking hours on of this Bank Guarantee. Claim received ained by whether you suffer a loss or not. On this guarantee, this document i.e. Bank ancelled, discharged and returned to us.		

d. That we shall inform your office r of this Bank Guarantee one clear month this Guarantee.	
e. That with the consent of our cuterm/clause of the contract or add/de contract without making any reference to receive any such amendment/alternsuch like actions do not increase our Guarantee which shall be limited only	to us. We do not reserve any right ation or addition/deletion provided monetary liability under this Bank
f. That the Bank Guarantee herein by any change in the constitution of Vendor.	before given shall not be affected the Bank or Customer/Seller or
g. That this an unconditional Barenchased on sight on presentation Customer/Seller or Vendor.	ank Guarantee, which shall be without any reference to our
	Guarantor
Dated:	
	(Bank Seal and Signatures)

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY IMPORTANT

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

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

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