# **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				
T Opening Date					
Firm Nar	ne	·			
Postal A	ddress				
Email Ad	Idress for Co	rrespondence			
Contact I	Person Name	e			
Contact I	Number	(Landline)	(Mobile	)	
Docume	nts to be At	tached with Quotation	•	,	
Firm is	to submit its	s proposal in a sealed envelope ills given below:	which shall co	ontain 03 x Se	aled
This encontain	velope must following do	- Technical Offer in Duplicate contain 02 x sets of Technical Offer cuments as per this order and Supts have been attached:		tick ✓ against e	each to ensure
S No		Document		Original Set	Copy Set
1.	Bank Challa				
2.		uthorization Letter (where applicab			
3.		voice (Muted – without Price) (whe	re applicable)		
4.		of IT (with compliance remarks)			
5.		rm of IT with compliance remarks	against each		
		ne Annex A)			
6.		Offer / Specs			
7.		IT (with compliance remarks)			
8.		C of IT (with compliance remarks)			
9.		of IT (dully filled & signed)	:// DODD)		
10.		istration Letter (If firm is registered	WITH DGDP)		
11.	Tax Filling F				
<u>Sealed</u>	Envelop 2 -	<u>- Earnest Money</u>			
	This Envelo	op must contain Earnest Money onl	y.		
Sealed	Envelop 3 -	- Commercial Offer			
	This Envelo	op must contain following document	ts:		
1.	Firm's Com	mercial Offer	01 x Original		
2.	Principal In	voice (where applicable)	01 x Original		
3.	Dully filled [	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 Authorized Signatures	
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# **DIRECTORATE PROCUREMENT (NAVY)**

M/s	Tender No	
	Date	
INVITATION TO TENDER AND GENER	AL INSTRUCTIONS	
Dear Sir / Madam,		
DP (Navy) invites you to tender for as per details given in attached Schedule	or the supply of stores/equipment/ services to Tender (Form DP-2).	
the successful bidder is governed by the Rules-2004 and DPP&I-35 (Revised 201 contracts laid down by MoDP / DGDP. A you and your firm to first acquared (www.ppra.org.pk) and DPP&I-35 (Revised DGDP Registration Cell on Phone No. tender. If your firm / company possess capability, you must be registered or we	bsequent contract agreement awarded to e rules / conditions as laid down in PPR/ agreed  19) covering general terms & conditions con	Understood not agreed
(Invitation to Tender) i.a.w PPRA Rules into between the parties i.e. the 'Purchase Defence Purchase (DGDP) contract Fo contract Act, 1872 and those contain Instructions and DP-35 (Revised 2019)	Solution 2004 shall mean the agreement entered agreed ser' and the 'Seller' on Directorate General rm "DP-19" in accordance with the law of ned in Defence Purchase Procedure & and other special conditions that may be y of Defence Stores / Services specified	Understood not agreed
4. <u>Delivery of Tender.</u> The tender commercial offers are to be furnished as	der documents covering technical and under:-	
quoted in figures as well as in v	words in the currency mentioned in IT. agreed a separate sealed envelope "Commercial	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 specifications in <u>DUPLICATE</u> (or as specified in IT) along with essent 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	PC of NC i.e. Refer to page or	enclosed proof

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

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

Understood not agreed

	e. <u>FORM DP-1, DP-2, DP-3 and Questionnaires.</u> 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	, , , , , , , , , , , , , , , , , , , ,	Jnderstood not agreed
tender accept openin 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 w 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 by a At Receipt (CDR) in favor of CMA (DP)	ttached Not Attache
	a. Rates for Contract. The receiling for different categories of firm	ate of earnest money and its maximum ms would be as under:-	
	(i) Registered/Indexed/value subject to maximum co	Pre-Qualified Firms. 2% of the quoted eiling of Rs. 0.2 Million.	
	` ,	ified but Un-indexed Firms. 3% of the mum ceiling of Rs. 0.2 Million.	
	. ,	e-Qualified/Un-indexed Firms. 5% of the imum ceiling of Rs. 0.4 Million.	
	Security furnished with ten conditions (Clause 14 of DP We have no objection on coand rejection of our offer	er Earnest Money. Earnest Money/Bid der is strictly in conformity of tender/IT -1 and clause 10 of DP-2) on the subject. Onfiscation of Earnest Money/Bid security in case amount of Earnest Money/Bid ent in violation of IT condition.	
	b. Photocopy of EM must be a hiding the amount with black Bold N	ttached with Technical Offer as proof after Marker.	
	c. Return of Earnest Money  (i) Earnest mone	y to the unsuccessful bidders will be	
	returned on finalizatio	•	
	· ·	y of the firm/firms with whom contract is urned on submission of Bank Guarantee CMA (DP).	
	• • • • • • • • • • • • • • • • • • • •	ration: In case your firm wins Under III deposit following documents to DGE agree contract for provisional registration:-	erstood Understoo ed Not agree
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.

16. Consi	Inspection Authority. gnee & Specialist User or a	•	Inspection wated by Pakis			by IN	Understood agreed	Understood not agreed
•	ction shall be as prescribe of the contract.	d in DP-35	and PP & I (	Revise	ed 2019) oi	r as p	=I	
17. Warra	Condition of Stores. nty/Guarantee Form DPL-1		stores will with contract.	be a	ccepted on	Firm	Understood agreed	Understood not agreed
18. submi	<b>Documents Required.</b> tted along with the quote:	Following	documents	are	required	to I	Understood agreed	Understood not agreed
	a. OEM/Authorized De Evidence.	ealer/Agent	Certificate ald	ng wit	th OEM De	alershi	ip	

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

in the tender.	
19. Rejection of Stores/Services. The stores/services offered as a result contract concluded against this tender may be rejected as follows:  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.	Understood agreed
20. <u>Security Deposit/Bank Guarantee</u> . To ensure timely and correct supressed agreed of stores the firm will furnish an unconditional Bank Guarantee (BG) from a schedulage Bank of Pakistan for an amount upto 5 / 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a E-Stamp / Judicial Stamp Paper (All Dages) 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
Integrity Pact. There shall be "zero tolerance" against bribes, gift Understood agreed commission and inducement of any kind or their promises thereof by Supplier / Fix 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	

Any other expenditure/cost/service/remuneration as asked for

(v)

- www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk
- If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.
- It is strictly forbidden to socialize, call or meet any official / staff of DP C. (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.

Understood agreed

Understood not agreed

may	P (Navy). Correspondence with regard to payment or issue of delivery receipt be addressed to CMA Rawalpindi & Consignee respectively with copy rsed to the DP (Navy).	
premi I.T, f exper contra	Pre-shipment Inspection. PN may send a team of officers including DP( Understood ber for the inspection of major equipments and machinery items at OE agreed ises as per terms of contract. If not already provided for and mentioned in the irm(s) must clarify the place, number of persons, duration and whether is son 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 inclu Understood clause (s) modify the existing clauses with the mutual agreement by the agreed ier and the purchaser; such modification shall form an integral part of true act.	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 graph of the supplier, free st.	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 behalagreed 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 Go agreed War, Civil commotion, Strike, Lockouts, Act of Foreign Government and Has 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

<u>Correspondence.</u> All correspondence will be addressed to the Purchaser

22.

- 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.
- The Purchaser shall be entitled to conduct investigation into the cause C. of delay reported by the Supplier.
- Where the delay was due to genuine force majeure event it shall d. extend the delivery for a period of equal to the period in which such force majeure remains operative.
- Such extension in delivery period, due to force majeure, shall not e.

entitle the Suppliers to claim any extra from the Purchaser.	
	Inderstood ot 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	
	Inderstood ot agreed
= iquidated = amages (15)	Inderstood not agreed
reasons. Total value of LD shall not exceed 10% of the contract value.	

Understood

agreed

Understood

not agreed

31. <u>Risk Purchase.</u> In the event of fawith the contractual obligations the contractual expense (RE) of the supplier in accordance versions.		
32. Compensation Breach of Contract. supply the contracted stores or contract is contract become ineffective due to default of declared defective and caused loss to the Graphy to the Government compensation for I default or from the rescission of his contract place such compensation will be in excess competent authority. Compensation amount the purchase officer and will be deposited treasury in the currency of contract.	ancelled either on RE or without RE f supplier / seller or stores / equipment overnment, contractor shall be liable to oss or inconvenience resulting for his at when such default or rescission take to the RE amount, if imposed by the in terms of money will be decided by	derstood Understood not agreed
33. <u>Gratuities/Commission/Gifts</u> . No compensation in any form shall be paid to representative, sales promoter or any interexcept the agent commission payable as p government and as amended from time to breach of such clause(s) of the contract by nominated representative may result in can the Manufacturer/Supplier financial penalties which the purchaser may consider appropria	any local or foreign agent, consulta agreediary by the Manufacturer/Supplier are the agent commission policy of the time and given in the contract. Any Manufacturer/Supplier and/or their sole acellation of the contract blacklisting of a and all or any other punitive measure	ederstood Understood not agreed
34. <b>Termination of Contract.</b>	Un	nderstood Understood
decides to terminate the contract for reasons of Non-Delivery) he shall hav registered notice to that effect. In delivery at the contract price and term	rrency of the contract the Purchas any reason whatsoever (other than for re right to do so by giving the Supplier a that event the Purchaser will accept as of such stores/goods/services which acture that is completed and ready for	reed not agreed
<ul> <li>b. In the case of remainder of the Purchaser may elect either:</li> </ul>	e undelivered stores/goods/services the	
(i) To have any part ther thereof at the contract price or.	reof completed and take the delivery	
the articles or sub-component Supplier and are in the actual be determined by the Purcha	g quantity and pay to the Supplier for ts or raw materials purchased by the process of manufacture at the price to ser. In such a case materials in the be delivered by the Supplier to the	
` '	ver be made for any materials not yet in ure on the date notice of cancellation is	

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). Rawalnindi reserv. Understood.

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

- indicated separately as per required price breakdown mentioned at Para 17.
- e. Treasury challan is NOT attached with the offer.
- f. Multiple rates are quoted against one item.
- g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.

Taxes and duties, freight/transportation and insurance charges NOT

j. Subject to restriction of export license.

NOT received with the offers.

- 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.

39. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against t Understood decision of DP (N) or CINS or any other problematic area towards the execution agreed not a the contract many professor and Appeal to Standing Appeal Comparities (SAC) agrees in					
the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN 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		
<u> </u>	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		
		on. Any appeal received after the laps	se of timelines given in pa understood agreed	Understood not agreed	
_					
undertal	ke to a	ms not Registered with DGDP. Firms pply for registration with DGDP prior sign GDP website <a href="www.dgdp.gov.pk">www.dgdp.gov.pk</a> . These fi	ning of Contract. Details c Understood	Understood not agreed	
iaw para	as 12 a	and 14 above and provision of document m alongwith NTN and GST registration of	ary proof regarding financiai —		
42. Firms which are not registered with DGDP should initiate provisior Understood registration in accordance with Para 41. Besides, ground check by Field Secur agreed (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:					
a. NTN b. Income Tax Return c. Sales Tax Return d. Sales Tax Certificate e. Chamber of Commerce Industry Certificate f. Professional Tax Certificate (Excise & Taxation) g. 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 l. DGDP Registration letter m. Firm Bank Statement n. Non Black List Certificate p. 2 X Witness + CNIC and Mobile Numbers q. Police Verification r. Agency Agreement s. OEM Certificate t. ISO Certificate u. Stock List with value v. Company Profile/Broachers w. Employees List					

Χ.

у.

Z.

aa.

Firm Categories

Partnership Deed

Pvt Limited

Sole Proprietor Certificate

	au.	incorporation Certificate			
43.			clauses marked as "Understood & Agree	Understood agreed	Understood not agreed
		e baseline for subsequent co	tender opening. The IT provisions accepton ontract negotiations.		
44.	The al	oove terms and conditions a	are confirmed in total for acceptance.		
45.	5. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.				
			Sincerely yours,		
			(To be Signed by Officer Concerned) Rank: NAME:		

ab.

ac.

Memorandum of Articles

Form 29 and Form A

## **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)			
(iv)	Name of Guarantor		
	Address of Guarantor		
( ,	, e		
\	(	in words)	
(vii)	`		
		c Republic of Pakistan through th Defence Purchase) Rawalpindi.	е
Sir,			
1.	, ,	re entered into Contract No dated	_
with I	Messer's		
	(Full Name :	and Address)	
herei	•	omer and that one of the conditions of th	_
		nditional Bank Guarantee by our custome	
		Rupees/FE (a	
-	cable)		
	In compliance with this stipuundertake as under: -	lation of the contract, we hereby agree	
	ence to our Customer and	onally on demand and/or without an amount not exceeding the sum or RsRupees or FE (as applicable as would be mentioned in you	s. e)
writte	en Demand Notice.	<del></del>	
b.	To keep this Guarantee in fo	orce till	
c.	That the validity of this Bar	ık Guarantee shall be kept one clear yea	ır
ahea	d of the original/extended del	ivery period or the warrantee of the store	s
which	n so ever is later in duration o	n receipt of information from our Custome	r
i.e. N		_ or from your office. Claim, if any mus	
be d	uly received by us on or befo	ore this day. Our liability under this Ban	k
	· ·	ng of banking hours on the last date of th	
		Claim received thereafter shall not b	
		a loss or not. On receipt of payment unde	
		Bank Guarantee must be clearly cancelled	
_	arged and returned to us.	,	Í

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	Authorized signatory/
Partner/MD of M/s	, do hereby solemnly affirm to DGF
(Army), DP (Navy), DP (Air	and Directorate General Defence Purchase, Ministry of
Defence Production, Rawa	Ipindi that our firm M/shas
	th Director General Defence Purchase (DGDP) duly
completed all the documer	ts required by registration section on (date)
	tract. I certify that the above mentioned statement is
	cted on any stage that our firm has not applied for
0	eneral Defence Purchase or statement given above is
•	ble for disciplinary action initiated (i,e debarring, the firm
	ence Establishment and Govt Agencies). I also accept
that any disciplinary action	aken will not be challenged in any Court of Law.
	Signature
Station:	
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

# INVITATION TO TENDER FORM

- 1. Schedule to Tender No CICP/B03/IND/2205199/R-2210/320062 dated \_\_\_\_\_\_. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 22-11-2022. 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.	CAT/PART/PATT NO. 0283-59-571-1446			
	ROD NAVAL BRASS RD	180 Mtrs		
	DIAMETER : 7/8 MM			
	WEIGHT PER FT : 2.24 LB			
	RUNNING LENGTH: 3-6 METER			
	PARENT EQUIPMENT			
	GENERAL USE			
	SPECIFICATION BSEN 12163 OF 2011 GRADE: CW712R MATERIAL CONDITION: M			
	SPECIAL INSTRUCTION			
	Supplies must contain OEM's/ COC with following			
	information:			
	a. Part/ Pattern No. of equipment.			
	<ul><li>b. Date/ Period of manufacturing.</li><li>c. S.No/ Batch No/ Lot No should be</li></ul>			
	embossed/ engraved on the equipment.			
	d. OEM test certificate/ FATs/ Certification/			
	approval as applicable.			
	OR/FOB case above mentioned price includes 17% sale	Yes	١	No.
Tax (Plea	ase tick Yes or No)			

**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. **Terms of Payment.** 100% after issuance of CRV. CRV will be issued

after successful installation of equipment.

3. **Origin of Stores.** To be indicated by the firm

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

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

6. **Delivery Period.** 06 Months

- 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. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

# c. Return of Earnest Money

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

#### 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.
- m. Not more than one options be quoted. In such a case offer will be liable to rejection.

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
	<u>Comply</u>

#### 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 Mil Test Certificate. / FATs report is 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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T-v No	<u>ы -5</u>
TENDER NO	NAME OF THE FIRM  DGDP REGISTRATION NO  ADDRESS  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: dpn@paknavy.gov.pk	
adpn32@paknavy.gov.pk	
DEAR SIR	DATE
WILL 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 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 EXAMIPATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICT	EFORE THIS DATE. I/WE SHALL BE BOUND BY A I THE PRESCRIBED TIME.  DERS AND GENERAL CONDITIONS GOVERNING IN THE PAMPHLET ENTITLED, GOVERNMENT OF L. 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	1 PART OF THIS TENDER:
A	
B	
C	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(CAPACITY IN WHICH SIGNING) ADDRESS:
	DATE
	SIGNATURE OF WITNESS
	ADDRESS
*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CO	DNNECTED WITH A CONTRACT MUST SPECIFY:-
(a) WHETHER SIGNING AS "SOLE 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.
- (e) Principal's Proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

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

# **IMPORTANT**

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

1.	Name :	
2.	Father's Name :	
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 :	
	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)	