INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2208077R-2205/340695</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 22</u>. Please drop tender in the Tender Box No <u>204.</u>
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped.

SCHEDULE OF STORES

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE (RS)	TOTAL PRICE (Rs)
1.	Pattern No. 8340-PK-509-7641			
	<u>DESCRIPTION:</u> 400 LBS Tent / IP Double Fly Military Pattern, With Galvanized Steel Frame and Complete Accessories	20 No		
	SPECIFICATION: Outer Fly 23 x 19 Ft Inner Fly 20 x 19 Ft			
	DETAIL OF ACCESSORIES: Enclosed Annex A			
	PARENT EQUIPMENT: General Use			
	SPECIFICATION: Enclosed Annex B			

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. Marking on the package as per specs NS/MISC/002/80 must be legible. Packing of fragile stores to be marked with appropriate international symbol.
- 3. 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.
- 5. 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**.

Yes No

Terms & Conditions

1. **Special Instructions**. Attached

2. <u>Terms of Payment.</u> 100% on Delivery of stores against each supply

order and issuance of CRV. Part payment and part

supply is allowed.

3. <u>Origin of Stores.</u> (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. <u>Currency.</u> 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, Enduser &

consignee at firm's premises.

11. <u>Tendering procedure</u> Single stage - Two Envelop bidding procedure will

be followed as per PPRA Rule 36 (b).

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

Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi in separate envelope and outside **attached with technical offer**. The rate of earnest money and its maximum 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 R]s. 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.

ANNEX A

LIST OF ACESSOCRIES (TENT 400 LBS)

	SNO	<u>ITEMS</u>	QTY
*57	01.	Rope with Toggles:	01 IN NO
	02.	Screen weather:	01 IN NO
	03.	Tent Pole standing for Tent:	400 LBS
	04,	Tent Pole Ridge for Tent:	400LBS
ř	05.	Tent Salitah:	01 IN NO
9	06	Bags made of Canvas for tent	
		Bag for Poles / Ridges & Pins:	Q3IN NO
	07.	Hammer iron 02 kg with handle wood	
		KAHOU/ SISSO or Teak:	02 IN NO
	08.	Tent pin iron Lg 24 inch for tent	
		400 LBS alongwith:	06 spares
	09.	Tent Pin iron medium Lg 18 inch for tent	
		400 LBS alongwith:	06 spares
	10,	Rope, Cord & line made of cotton for Tent:	400 LBS
		4 and	

DETAILED SPECIFICATIONS - TENTS

- . PSG-600 of 1970.
- Following specifications are to be referred alongwith PSG-800.

I.PSG-248 for Inner fly, Duck cotton 10 OZ, Undyed, Natural.

ii.PS-319 of 1986 for Outer fly, Canvas cotton 14 OZ, Shade Cedar Green-BCC86, Water and Rot proof.

iii.PSG-177 of 1965 for Inner fly lining, Cloth cotton, Dosootie 7 OZ, Shade Union Jack Blue-BCC218.

iv.PSG/591 for Salitah medium (MK-2).

v.PSG/757 for ridgepole (In one piece).

vi.PSG/758 for standing poles (In one piece) min dia at bottom 3.5 inch at top min 2.5 inch.

vii.PSG-83 only for Make/ Shape material which should be iron steel (Non-corrosive) and dimension A: 18 inch, B: 01 inch, C: 3.5 inch, D: 0.375 inch, E: 3 inch, F: 1.5 inch.

viii.PSG-549 (a) for material of Tent bag (Canvas jute).

ix.PSG-586 Bags for tent, Pins.

x PSG-282 for Cloth Netting Cotton.

xi.PSG-283 for Eyelets Brass.

xii.PSG-101 for Cord Cotton Hawserlaid.

xiii.PSG-345 for Tape Newar, Undyed cotton.

xiv.PSG-536 for Line Cotton.

xv.PSC-205 for Thread Cotton.

xvl.PSG-448 for Thread Cotton 4/12s, Thread for quilting 8 Inch apart by hand stitch.

xvil.IM/1314 for Tent runner.

xviii.PSG-9 (b) Vegetable tanned leather piece insert in between the all caps (Center cap and End cap for strengthening).

xix.PSG 113 for Sheeting.

xx.A Flapper of 12 inch width should be seam around the outer side inner fly walls alongwith 'D' seaming.

xxi.Screen weather for tent.

xxi.Tent pin iron with spares.

- 3. PSG 583: Pitching plan for guidance only.
- 4. All exposed portion should be Cedar Green Shade No. BCC-80.
- Outer fly, Inner fly, Rope, Lines, Cordages and Bamboo Ridge/ Poles should be Rot proofed.

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.

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

i ender i	No & Date			
Tender D	Description			
IT Openi	ng Date			
Firm Nar	me			
Postal A	ddress			
Email Ad	Idress for Correspondence			
	Person Name			_
Contact I		Mobile		
	ents to be Attached with Quotation			
	submit its proposal in a sealed envelope which	shall	contain 03 x Sea	lled
	s as per details given below:			
о.орс	y ac per detaile given belein			
Sealed	Envelop 1 – Technical Offer in Duplicate			
This en	velope must contain 02 x sets of Technical Offer	(01 x	Original + 01 x 0	Copy). Each
Set mus	st contain following documents as per this order	and S	upplier is to mar	k tick
✓ agair	nst each to ensure that these documents have be	en at	tached:	
S No	Document		Original Set	Copy Set
1.	Bank Challan			
2.	Principal Authorization Letter (where applicable	e)		
3.	Principal Invoice (Muted - without Price) (where	е		
	applicable)			
4.	DP -1 Form of IT (with compliance remarks)			
5.	DP – 2 Form of IT with compliance remarks aga each clause of the Annex A)	ainst		
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 v	vith		
	DGDP)			
11.	Tax Filling Proof			
Sealed	Envelop 2 – Earnest Money			
0 1 1	This Envelop must contain Earnest Money only	•		
Sealed	Envelop 3 – Commercial Offer This Envelop must contain following documents			
1	This Envelop must contain following documents Firm's Commercial Offer		Original	
1. 2.			Original Original	
3.	Principal Invoice (where applicable) Dully filled DP-2 Form of IT		Original Original	
I . J.	LOUILY HINGU DE "Z. I. OHH OLH		CHUIIAI	

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

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

		<u>DP-3</u>
Tende	er No	Name of the Firm DGDP Registration No
		Mailing Address
		Date
		Telephone No
		Official E-Mail
		Fax No
та.		Mobile No of contact person
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	
Dear	OII	
sched of ten- remail and the comm	tule to the tender inquiry or such portion der at the prices offered against the said in valid up to 120 days and will not be ne conditions already stated therein or countries of acceptance to be dispatched	of Procurement (Navy) the stores detailed in thereof as you may specify in the acceptance is schedule and further agree that this offer will withdrawn or altered in terms of rates quoted on before this date. I/we shall be bound by a d within the prescribed time. Tenders and General Conditions Governing
Contra of Pa Condi and/ o stores	act in Form No. DDP&I (Revised-2019) in akistan, Ministry of Defence (Directo tions Governing Contracts" and have the or patterns quoted in the schedule heret	included in the pamphlet entitled, Government rate General Defence Purchase) "General proughly examined the specifications/drawings to and am/are fully aware of the nature of the pply stores strictly in accordance with the
3. Th	e following pages have been added to a	nd form part of this tender:
a.		
C		
		Yours faithfully,
		(Circoture of Tondoron)
		(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 IN	NSTRUCTIONS		
Dear Sir / Madam,			
DP (Navy) invites you to tender for 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 and your firm to first acquaint you (www.ppra.org.pk) and DPP&I-35 (Revised 2 from DGDP Registration Cell on Phone No. 0 the tender. If your firm / company possesses capability, you must be registered or willing the 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 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 (Exactly accordance with the law of contract Act, 1872 Purchase Procedure & Instructions and DP-3 conditions that may be added to given contract Services specified herein.	s 2004 shall mean the agreement (Purchaser' and the 'Seller' on OGDP) contract Form "DP-19" in 72 and those contained in Defence 55 (Revised 2017) and other special	Understood agreed	Understoo not agreed

	r y of Tender. The ffers are to be furnish		nents covering	technical and		
quoted should "Comm freight/ separa clearly DP(N)	Commercial Offer. in figures as well a be clearly marke nercial Offer", tender transportation, insu- tely. Total price of mentioned. In case reserves the right to	is in words in the doing fact on number and do name charges the items quote of more than contacted accept lowest	ne currency me a separate so ate of opening be etc are to ad against the one option offe technically ac	ntioned in IT. It ealed envelope. Taxes, duties, be indicated tender is to be red by the firm, cepted option if	Understood agreed	Understood not agreed
specific literatur envelor numbe hour af are to	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:					
S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	from brod Literature, d	•	
c. glease tender due to highligh	d: C = Fully Comply, nust clearly identify where be read point by po conditions should be non-acceptance on ted alongwith your be rejected.	 <u>s.</u> Tender docu int and understo e responded cle f tender condit 	ments and its od properly be early. In case coins(s), the sa	conditions may fore quoting. All of any deviation ame should be	Understood agreed	Understood not agreed
d. copy of	Firms shall submit the commercial offer arth and envelops cleans	nd two copies o	of the technica	l offer as asked	Understood agreed	Understood not agreed

proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

	e. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.	Understood agreed	Understo not agree
	f. The tender duly sealed will be addressed to the following:-		
	Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad		
This Dreceived time was legitime openir courie	Date and Time For Receipt of Tender. Tender must reach this office by the and time specified in the Schedule to Tender (Form DP-2) attached. Directorate will not accept any excuse of delay occurring in post. Tenders and after the appointed fixed time will NOT be entertained. The appointed will, however, fall on next working day in case of closed/forced holiday. Only nate/registered representatives of firm will be allowed to attend tendering. In case your firm has sent tender documents by registered post or service, you may confirm their receipt at DP (Navy) on Phone No 267412 well before the opening date / time.	Understood agreed	Understood not agreed
accept for op registe Tende	Tender Opening. Tenders will be opened as mentioned in the schedule to a Commercial offers will be opened at later stage if Technical Offer is found table on examination by technical authorities of Service HQ. Date and time bening of Commercial offer shall be intimated later. Only legitimate / ered representative of firm will be allowed to attend tender opening. Its received after date & time specified in DP-2 would be rejected without tion and returned un-opened i.a.w Rule 28 of PPRA-2004.	Understood agreed	Understood not agreed
7.	Validity of Offer.		
	invariably be 120 days from the date of opening of commercial offer. Firm	Understood agreed	Understood not agreed
	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.		

	requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.	Understood agreed	Understood not agreed
the ter stores accept		inderstood greed	Understood not agreed
wise. I trick ot 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 ty and take appropriate disciplinary action. Conversion rate of FE/LC onents will be considered w.e.f. opening of commercial offer as per PPRA 50(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 the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.	Understood agreed	Understood not agreed
	b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.	Understood agreed	Understood not agreed
	c. 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.	Understood agreed	Understood not agreed
offers case the contract	Withdrawal of Offer. Firms shall not withdraw their commercial before signing of the contract and within validity period of their offers. In 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 to be initiated for embargo up to 01 year.	Understood agreed	Understood not agreed
	<u>Provision of Documents in case of Contract</u> . 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.	<u>Treas</u>	ury Challan.			
	Treasu	Offers by registered firms must be of Rs.200/- (obtainable from State Eury) and debit able to Major Head Co'A' Miscellaneous (Code Head 1/845/	Bank of Pakistan/Government of 2501-20, Main Head-12, Sub	Attached	Not Attached
	by one	e Challan.	,		
		Firms, un-registered / un-indexed with participate in the tender competition a 300 in favour of CMA (DP).	` ` ` ` ` ` ,		
14. Call C amoui	eposit	st Money/Tender Bond:- Your tend Receipt (CDR) in favor of CMA (DF		Attached	Not Attached
	a.	Rates for Contract. The rate of ear ceiling for different categories of firms	•		
		REGISTERED/INDEXED/PRE-QUAL	<u>IFIED FIRMS</u>		
		(a) 2% of the quoted maximum ceiling of	d value subject to Rs. 0.500 Million.		
		REGISTERED / PRE-QUALIFIED BU	JT UNINDEXED FIRMS.		
		(b) 3% of the quoted maximum ceiling of Rs. 0.750 Million.	•		
		UN-REGISTERED / NOT PRE-QUAL	IFIED / UNINDEXED FIRMS.		
		(c) 5% of the quoted value subject Rs. 1.5 Million.	t to maximum ceiling of		
	b.	Return of Earnest Money			
		(i) Earnest money to the returned on finalization of the o	unsuccessful bidders will be contract.		
		(ii) Earnest money of the fi concluded will be returned on and its acceptance by CMA (D			
	ct on E	ments for provisional registration: Earnest Money (EM), it will deposit f Section) before the award of contract			
	S No	Local Supplier	Foreign Supplier		
	a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-812 of each member of management		
	b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-812	1.	

Three photocopies of NIC for Three photocopy of Resident Card

C.

	each member of management.	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.

	Inspection Authority. Consignee & Specialist Use ction shall be as prescribed	r or a team	nominated by		vy. CINS	Understood agreed	Understood not agreed
•	of the contract.	1 III DF -33 6	anu FF & I (I	Keviseu 2017	or as per		
17. Warra	Condition of Stores. inty/Guarantee Form DPL-1			be accepted	on Firm's	Understood agreed	Understood not agreed
18. submi	Documents Required. Itted along with the quote:	Following	documents	are require	ed to be	Understood agreed	Understood not agreed
	a. OEM/Authorized Dealership Evidence.	Dealer/Ageı	nt Certificat	e along w	vith OEM		
	b. The firm/supplier sh to CINS and DP(N). Sup Conformance Certificate	oplier/contra	acting firm sh	all either pro	vide OEM		

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.

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. (iv) Agent commission/profit, if any. (v) Any other expenditure/cost/service/remuneration as asked for in the tender. 		
 19. Rejection of Stores/Services. The stores/services offered as a result of contract concluded against this tender may be rejected as follows: a. 1st rejection on Govt. expense b. 2nd rejection on supplier expense c. 3rd rejection contract cancellation will be initiated. 	Understood agreed	Understood agreed
20. <u>Security Deposit/Bank Guarantee</u> . To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedule Bank for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.	Understood agreed	Understood not agreed
21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict	Understood agreed	Understood not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpn@paknavy.gov.pk	Understood	Understood not agreed
b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the	Understood agreed	Understood not agreed

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 Understood C. Understood agreed not agreed DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9267412 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. <u>Correspondence.</u> 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

with copy endorsed to the DP (Navy). 23. Pre-shipment Inspection. PN may send a team of officers including DP(N) member for the inspection of major equipment and machinery items at 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.

delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively

Understood Understood not agreed

24. Amendment to Contract. Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.

not agreed

Understood

Understood

Understood

not agreed

Understood

Understood

agreed

25. The consignee will render a discrepancy report to all Understood Discrepancy. 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.

not agreed

26. **Price Variation.**

22.

Prices offered against this tender are to be firm and final. a.

Where the prices of the contracted stores/raw material are b. controlled by the government or an agency competent to do so on 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.

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

27. Force Majeure.

a. The supplier will not be held responsible for any delay occurring in						
supply of equipment due to event of Force Majeure such as acts of God,						
War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its						
agencies and disturbance directly affecting the supplier over which events						
or circumstances the supplier has no control. In such an event the supplier						
shall inform the purchaser within 15 days of the happening and within the						
same timeframe about the discontinuation of such						
circumstances/happening in writing. Non-availability of raw material for the						
manufacture of stores, or of export permit for the contracted stores from						
the country of its origin, shall not constitute Force Majeure.						

Understood

not agreed

Understood

not agreed

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

28. Arbitration. Parties shall make their attempt to settle all disputes arising	Understood
under this contract through friendly discussions in good faith. In the event that	agreed
either party shall perceive such friendly discussion to be making insufficient	
progress towards settlement of dispute (s) at any time, then such party may be	
written notice to the other party refer the dispute (s) to final and biding arbitration	
as provided below:	

a.	The dispute	e will be refe	erred for	· adjudicat	ion to two	arbitra	ators on	e to
be n	ominated by	each party,	who bef	ore enteri	ng upon t	he refe	erence s	shall
appo	oint an umpire	by mutual	agreem	ent, and i	f they do	not ag	ree a ju	idge
of th	ne Superior	court shall	be req	uested to	appoint	the u	mpire.	The
arbit	ration procee	dings shall b	e held i	in Pakistaı	n and und	er Pak	istani L	aw.

- b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final.

- d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration
- e. All proceedings under this clause shall be conducted in English language and in writing
- 29. <u>Court of Jurisdiction</u>. In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.

30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with 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.	Understood agreed	Understood not agreed
31. <u>Risk Purchase.</u> 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.		
32. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE	Understood agreed	Understood not agreed
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. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant	Understood agreed	Understood not agreed
representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the 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. <u>Termination of Contract.</u>		
a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the	Understood agreed	Understood not agreed
Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the		

Supplier of such notice.

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

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

Taxes and duties, freight/transportation and insurance charges

NOT indicated separately as per required price breakdown mentioned at

- e. Treasury challan is NOT attached with the offer.
- f. Multiple rates are quoted against one item.

d.

Para 17.

	g. N	Manufacturer's relevant brochures and	technical details on major		
	equipm	ent assemblies are not attached in suppo	ort of specifications.		
	j	Subject to restriction of export license.			
	k. (Offers (commercial/technical) c	ontaining non-initialed		
	/unauth	enticated amendments/corrections/overw	vriting.		
	l. I	f the validity of the agency agreement is	expired.		
	m. T	The commercial offer against FOB/CIF	C&F tender is quoted in		
	local cu	rrency and vice versa.			
	n. F	Principals invoice in duplicate clearly	indicating whether prices		
	quoted	are inclusive or exclusive of the agent co	mmission is not enclosed.		
	p. E	Earnest money is not provided.			
	q. E	Earnest Money is not provided with t	he technical offer (or as		
	specifie	ed).			
	r. l	f validity of offer is not quoted as require	ed in IT or made subject to		
	confirm	ation later.			
	s. (Offer made through Fax/E-mail/Cable/Tel	ex.		
	t. I	f offer is found to be based on cartel	action in connivance with		
	other so	ources/ participants of the tender.			
	u. I	f OEM and principal name and complete	address is not		
	mentior	ned.			
	v. (Original Principal Invoice is not attached v	with offer.		
39.	Appeal	s by Supplier/Firm. Any aggrieved	Supplier/Firm against the i	Understood	Understood
decisio	n of DF	(N) or CINS or any other problematic a	area towards the execution	agreed	not agreed
		ct may prefer an Appeal to Standing			
		N Officers and military finance rep			
		e detail and timeline for preferring appea			
		7 3 11	3		
	S.No.	Category of Appeal	Limitation Period	7	
	a.	Appeals for liquidated damages	Within 30 days of decision	1	
	b.	Appeals for reinstatement of contracts	Within 30 days of decision	1	
	C.	Appeals for risk & expense amount	Within 30 days of decision	1	
	d.	Appeals for rejection of stores	Within 30 days of decision	1	
	e.	Appeals in all other Cases	Within 30 days of decision	1	
					** 1 . 1
40.	Limitat	ion. Any appeal received after the lapse	e of timelines given in para :	Understood agreed	Understood not agreed
		I not be entertained.			5

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.

Understood not agreed

(FS) tende	ration i Team r after	n accordance with Para 41 will be made for security	I with DGDP should initiate provisional Besides, ground check by Field Security clearance related to participation in the indertake to provide following documents	Understood agreed	Understood not agreed
	a. b. c. d. e. f. g. h. j. k. l. m. p. q. r. s. t. u. v. w. x. y. z. aab. ac. ad.	NTN Income Tax Return Sales Tax Return Sales Tax Certificate Chamber of Commerce Inc Professional Tax Certificat Office/Home/Ware House Utility Bills (Phone/Electric Firm Vehicle/Personal Veh CEO Visiting Card/NIC Co DGDP Registration letter Firm Bank Statement Non Black List Certificate 2 X Witness + CNIC and N Police Verification Agency Agreement OEM Certificate ISO Certificate Stock List with value Company Profile/Broacher Employees List Firm Categories Sole Proprietor Certificate Partnership Deed Pvt Limited Memorandum of Articles Form 29 and Form A Incorporation Certificate	re (Excise & Taxation) Property documents ity) nicle py, 03Xspecimen signature of CEO		
_	d" sha	Il not be changed / withdrav	I IT clauses marked as "Understood & vn after tender opening. The IT provisions sequent contract negotiations.	Understood agreed	Understood not agreed
44.	The a	bove terms and conditions	are confirmed in total for acceptance.		
45.	Forma	at of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.		
			Sincerely yours,		
			(To be Signed by Officer Concerned)		

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)		r
(iv)		
(v)		
(vi)	Amount of Guarantee Rs.	
()
		(in words)
(vii)	Date of expire of Guarante	:e
		ic Republic of Pakistan through the (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self ha	ave entered into Contract No.
	with Messer's	
the C custo	Contract is the submission	stomer and that one of the conditions of of unconditional Bank Guarantee by our a sum of Rsapplicable)
	In compliance with this stipundertake as under: -	oulation of the contract, we hereby agree
		ionally on demand and/or without any amount not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	
b.	To keep this Guarantee in	force till
year a store: Custo if any unde the la there recei	ahead of the original/extendes which so ever is later in domer i.e. M/sy must be duly received by this Bank Guarantee shall ast date of the validity of eafter shall not be entertained to for payment under this	Bank Guarantee shall be kept one clear ed delivery period or the warrantee of the uration on receipt of information from our or from your office. Claim, us on or before this day. Our liability cease on the closing of banking hours on this Bank Guarantee. Claim received by whether you suffer a loss or not. On a guarantee, this document i.e. Bank lled, discharged and returned to us.

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

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY IMPORTANT

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

1.	Name :	
2.	Father's Name :	
3.	Address (Residential) :	
4.	Designation in Firm :	
5.	CNIC :(Attach Copy of CNIC)	
6.	NTN :(Attach Copy of NTN)	
7.	Firm's Address :	
8.	Date of Establishment of Firm :	-
9.	Firm's Registration Certificate with FBR/Chamber of Co (Attach Copy of relevant CERTIFICATE)	mmerce/Registrar of Companies
10.	In case PARTNERSHIP (Attach particulars at serial 1,	2,3,4,5 and 6 of each partner).
(K	andly fill in the above form and forward it under your ow	n 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>		