#### **Tender Covering Form**

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

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

| Tender N        | No & Date                         |   |                   |                  |          |
|-----------------|-----------------------------------|---|-------------------|------------------|----------|
| Tender [        | Description                       |   |                   |                  |          |
| IT Openi        | ng Date                           |   |                   |                  |          |
| Firm Nar        | me                                |   |                   |                  |          |
| Postal A        | ddress                            |   |                   |                  |          |
|                 |                                   | rrespondence  |                   |                  |          |
|                 |                                   | 9   |                   |                  |          |
|                 |                                   | (Landline)  |                   |                  |          |
|                 |                                   |   | (IVIODIIE         | )                |          |
|                 |                                   | tached with Quotation   |                   |                  |          |
|                 | o submit its p<br>etails given be | roposal in a sealed envelope whicl<br>elow:   | n shall contain ( | 03 x Sealed Enve | lops     |
| This en contain | velope must of following doc      | Technical Offer in Duplicate contain 02 x sets of Technical Offer cuments as per this order and Supes have been attached: |                   |                  |          |
| S No            |                                   | Document  |                   | Original Set     | Copy Set |
| 1.              | Bank Challa                       | an  |                   | J                | 1,7      |
| 2.              | Principal Au                      | thorization Letter (where applicab  | le)               |                  |          |
| 3.              |                                   | voice (Muted – without Price) (whe  | re applicable)    |                  |          |
| 4.              |                                   | of IT (with compliance remarks)   |                   |                  |          |
| 5.              |                                   | rm of IT with compliance remarks  | against each      |                  |          |
|                 | clause of the                     | ,   |                   |                  |          |
| 6.              |                                   | Offer / Specs   |                   |                  |          |
| 7.              |                                   | IT (with compliance remarks)  |                   |                  |          |
| 8.<br>9.        |                                   | C of IT (with compliance remarks) of IT (dully filled & signed)   |                   |                  |          |
| 10.             |                                   | istration Letter (If firm is registered   | with DGDP)        |                  |          |
| 11.             | Tax Filling F                     |   | With DODI )       |                  |          |
| Sealed          | Envelop 2 –                       | Earnest Money   |                   |                  |          |
|                 | This Envelo                       | p must contain Earnest Money onl  | у.                |                  |          |
| Sealed          | Envelop 3 -                       | Commercial Offer  |                   |                  |          |
|                 | This Envelo                       | p must contain following documen  | ts:               |                  |          |
| 1.              |                                   | mercial Offer   | 01 x Original     |                  |          |
| 2.              |                                   | voice (where applicable)  | 01 x Original     |                  |          |
| 3               | l Dully filled F                  | DP-2 Form of IT   | 01 x Original     |                  |          |

#### Firm's Declaration

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

| F | -irm' | 's A | \ut | horized | Signatures | <b>;</b> |
|---|-------|------|-----|---------|------------|----------|
|   |       |      |     |         |            |          |

# **DIRECTORATE PROCUREMENT (NAVY)**

| M/s   | Tender No  |
|---|--|
|   | e  |
|   |  |
| INVITATION TO TENDER AND GENERAL I  | <u>NSTRUCTIONS</u>   |
| Dear Sir / Madam,  1. DP (Navy) invites you to tender for the   | ne supply of stores/equipment/ services  |
| as per details given in attached Schedule to T  |  |
| 2. <u>Caution</u> : This tender and subseque successful bidder is governed by the rules / 0 2004 and DPP&I-35 (Revised 2019) coverned to laid down by MoDP / DGDP. As a you and your firm to first acquaint yourself with and DPP&I-35 (Revised 2019) (print copy may company possesses requisite technical as registered or willing to register with DGDP shall be made after security clearance and documents mentioned in Para 15 of this DP-1 | a potential bidder, it is incumbent upon th PPRA Rules 2004 (www.ppra.org.pk) ay be obtained from DGDP Registration articipating in the tender. If your firm / well financial capability, you must be to qualify for award of contract, which and provision of required registration |
| 3. Conditions Governing Contracts. To (Invitation to Tender) i.a.w PPRA Rules 2004 between the parties i.e. the 'Purchaser' and Defence Purchase (DGDP) contract Form 'contract Act, 1872 and those contained Instructions and DP-35 (Revised 2019) and added to given contract for the supply of Defender.   | nd the 'Seller' on Directorate General "DP-19" in accordance with the law of in Defence Purchase Procedure & d other special conditions that may be  |
| 4. <u>Delivery of Tender.</u> The tender commercial offers are to be furnished as under   | documents covering technical and er:-  |
| quoted in figures as well as in words ir  | will be in duplicate and indicate pric Understood on the currency mentioned in IT. It sho agreed not agreed te sealed envelope "Commercial Offer,  |

tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

are to confirm/comply with IT technical specification in the following format:

| b. <u>Technical Offer: (Where Applicable).</u> Should contain all relev Understood | Understood |
|--|------------|
| specifications in <b>DUPLICATE</b> (or as specified in IT) along with esser agreed | not agreed |
| literature/brochure, drawings and compliance metrics in a separate sealed          |            |
| envelope and clearly marked "Technical Offer" without prices, with tender          |            |
| number and date of opening. Technical offer shall be opened first; half an         |            |
| hour after the date and time for receipt of tender mentioned in DP-2. Firms        |            |

| S.No | Technical<br>requirement as<br>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 in Understood please be read point by point and understood properly before quoting. agreed tender conditions should be responded clearly. In case of any deviation que 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

| <ul> <li>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.</li> <li>f. The tender duly sealed will be addressed to the following:-</li> </ul>  |                          |
|---|--------------------------|
| 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  |                          |
| Date and Time For Receipt of Tender. Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. I Understood Directorate will not accept any excuse of delay occurring in post. Tenders receing after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468 well before the opening date / time. | Understood<br>not agreed |
| 6. <u>Tender Opening</u> . Tenders will be opened as mentioned in the schedule Understood tender. Commercial offers will be opened at later stage if Technical Offer is for agreed acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004.  | Understood<br>not agreed |
| 7. <u>Validity of Offer.</u>  |                          |
| a. The validity period of quotations must be indicated and shc Understood invariably be 120 days from the date of opening of Technical offer or 3 agreed 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.  | Understood<br>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.   |                          |
| 8. Part Bid. Firm may quote for the whole or any portion, or to state in 1 Understood tender that the rate quoted, shall apply only if the entire quantity/range of stores agreed taken from the firm. The Director Procurement reserves the right of accepting the   | Understood<br>not agreed |

supply these at the rate quoted. 9. Quoting of Rates. Only one rate will be quoted for entire quantity, item w Understood Understood not agreed In case quoted rates are deliberately kept hidden or lumped together to trick ot competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2). 10. ITs are to be handled as per following guidelines: Return of I/T. Understood Understood not agreed a. In case you are Not quoting, please return the tender inquiry stat 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 off Understood Understood not agreed before signing of the contract and within validity period of their offers. In case 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 win Understood Understood not agreed contract, it will deposit following documents before award of contract: Proof of firm's financial capability. a. Foreign Seller has to provide its Registration Number issued by b. respective Department of Commerce authorizing export of subject stores. Principal/Agency Agreement. C. Registration with DGDP (Provisional Registration is mandatory) d. 13. Treasury Challan. Offers by registered firms must be accompanied with a Challan form ( Attached Not a. Attached Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) ar debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan. b. Firms, un-registered / un-indexed with DGDP (Registration Section)

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

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

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

| -       | Order/I       |  | Receipt (CDR) in favor of CMA (DP)  Attached Not Attached  |
|---------|---------------|--|--|
|         | a.<br>ceiling | Rates for Contract. The rag for different categories of firm                               | ate of earnest money and its maximum at would be as under:-  |
|         |               | (i) Registered/Indexed/F value subject to maximum ce                                       | Pre-Qualified Firms. 2% of the quoted iling of Rs. 0.2 Million.  |
|         |               | ` ,  | fied but Un-indexed Firms. 3% of the mum ceiling of Rs. 0.2 Million.   |
|         |               |  | -Qualified/Un-indexed Firms. 5% of the mum ceiling of Rs. 0.4 Million.   |
|         |               | Security furnished with tend<br>conditions (Clause 14 of DP-<br>We have no objection on co | r Earnest Money. Earnest Money/Bid der is strictly in conformity of tender/IT -1 and clause 10 of DP-2) on the subject. In case amount of Earnest Money/Bid security in case amount of Earnest Money/Bid ent in violation of IT condition. |
|         | b.<br>hiding  | Photocopy of EM must be at the amount with black Bold M                                    | tached with Technical Offer as proof after<br>larker.  |
|         | C.            | Return of Earnest Money  |  |
|         |               | (i) Earnest money returned on finalization   | y to the unsuccessful bidders will be n of the contract.   |
|         |               | • •  | of the firm/firms with whom contract is urned on submission of Bank Guarantee CMA (DP).  |
| 15.     |               | ments for provisional registr  |  |
|         |               |  | I deposit following documents to DG agreed Not agreed contract for provisional registration:-  |
|         |               | ,  |  |
| S<br>No | Loca          | l Supplier   | Foreign Supplier   |
| a.      | Thre          | e filled copies of SVA-8121  | Three filled copies of SVA-8121-   |

| S<br>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. |

|              |  | CINS, Joint Inspection will be carried out by IN team nominated by Pakistan Navy. CINS | agreed               | Understood<br>not agreed |
|--------------|--|--|----------------------|--------------------------|
| •            | ction shall be as prescribe of the contract.   | d in DP-35 and PP & I (Revised 2019) or as p   |                      |                          |
| 17.<br>Varra | Condition of Stores. anty/Guarantee Form DPL-1 | Brand new stores will be accepted on Firr 5 enclosed with contract.                    | Understood<br>agreed | Understood<br>not agreed |
|              |  |  |                      |                          |
| 18.<br>along | <u>Documents Required.</u><br>with the quote:  | Following documents are required to be submit  | Understood<br>agreed | Understood<br>not agreed |
|              | a. OEM/Authorized De Evidence.                 | ealer/Agent Certificate along with OEM Dealers   | hip                  |                          |

- 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.<br>contra  | Rejection of Stores/Services. The stores/services offered as a result Understorated act 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.   | od Understood<br>agreed     |
| Bank duties, of (Rs The Baccou power demar supplication original deliver | Security Deposit/Bank Guarantee. To ensure timely and correct sup Understores the firm will furnish an unconditional Bank Guarantee(BG) from a sched of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, infreight handling charges) on a Judicial Stamp Paper (All pages) of the value of 100.00) as per prescribed format or in shape of CDR/Bank Draft/Pay Order. It is ank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the unts Officer specified in the contract. The CMA (DP) Rawalpindi has the like of seeking encashment of the Bank Guarantee as if the same has been unded by the purchaser himself. The Bank Guarantee shall be produced by the er within 30 days from the date of issue of the contract and remain valid for 60 days after completion of warranty period and remain in force till one year of the delivery date given in the contract. If delivery period is extended, the er shall arrange the extension of Bank Guarantee within 30 days after the all delivery period to keep its validity always one year ahead of the extended ry period. The BG form can be obtained from DP(N) on e-mail address given ge 1. Format of BG is enclosed at Annex B. | od Understood not agreed    |
| to any<br>otherw   | Integrity Pact. There shall be "zero tolerance" against bribes, gi Understonission and inducement of any kind or their promises thereof by Supplier / F agreed by Government official / staff whether to solicit any undue benefit, favour or wise. Following provisions must be clearly read & understood for strict liance:   | ood Understoo<br>not agreed |
|  | a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk   |                             |
|  | b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s)  |                             |

and the firm / company, which may include, but not limited to, **PERMANENT BLACKLISTING** of firm / company through DGDP and legal action against

(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

It is strictly forbidden to socialize, call or meet any official / staff of DP

the individual (s) involved as per Pakistan's Code of Criminal Procedure.

prejudice to their normal business activities.

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

(v)

Understood agreed

Understood not agreed

| may b                              | <u>Correspondence.</u> All correspondence will be addressed to the Purchaser P (Navy). Correspondence with regard to payment or issue of delivery receipt be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed a DP (Navy).   |                          |
|------------------------------------|---|--------------------------|
| premi<br>I.T, f<br>exper<br>contra | Pre-shipment Inspection. PN may send a team of officers including DP Understood per for the inspection of major equipments and machinery items at O agreed ises as per terms of contract. If not already provided for and mentioned in une irm(s) must clarify the place, number of persons, duration and whether assess on such visits would be borne by the Purchaser or Contractor. In case actor is responsible for bearing such expenses, detailed breakdown of the should be given separately in the commercial offer.  | Understood<br>not agreed |
|                                    | Amendment to Contract. Contract may be amended/modified to include Understood clause (s) modify the existing clauses with the mutual agreement by agreed ier and the purchaser; such modification shall form an integral part of use 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 agreed gnment. The quantities found short are to be made good by the supplier, free or  | 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 control Understood by the government or an agency competent to do so on government bel agreed 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. | Understood not agreed    |
| 27.                                | 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 God, Wagreed Civil commotion, Strike, Lockouts, Act of Foreign Government and usagencies 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   | Understood<br>not agreed |

export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

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

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

- a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.
- b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final.

reasons. Total value of LD shall not exceed 10% of the contract value.

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 E language and in writing  | inglish                           |                          |
|---------------|---|-----------------------------------|--------------------------|
| 29.<br>Islama | Court of Jurisdiction. In case of any dispute only court of jurisdicabad, Pakistan shall have jurisdiction to decide the matter.  | tior <sub>Understood</sub> agreed | Understood<br>not agreed |
|               |   |                                   |                          |
|               | Liquidated Damages(LD).  Liquidated Damages upto 2% per able to be imposed on the suppliers by the purchaser in accordance with the stores supplied after the expiry of the delivery date without any | th E agreed                       | Understood<br>not agreed |

| with the contractual obligations the contract will be cancelled at Expense (RE) of the supplier in accordance with DP-35.  | the Risk and   |                 |
|--|--|-----------------|
| 32. Compensation Breach of Contract.  If the contractor the contracted stores or contract is cancelled either on RE or without become ineffective due to default of supplier / seller or stores / equip defective and caused loss to the Government, contractor shall be liabled Government compensation for loss or inconvenience resulting for his the rescission of his contract when such default or rescission taken compensation will be in excess to the RE amount, if imposed by authority. Compensation amount in terms of money will be decided by officer and will be deposited by contractor / seller in Government to currency of contract. | rails to sup agreed not ag RE or contr ment declared e to pay to the default or from se place such the competent to the purchase | rstood          |
| 33. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, be compensation in any form shall be paid to any local or foreign age representative, sales promoter or any intermediary by the Manufacturer the agent commission payable as per the agent commission government and as amended from time to time and given in the observation of such clause(s) of the contract by Manufacturer/Supplier and nominated representative may result in cancellation of the contract blate. Manufacturer/Supplier financial penalties and all or any other pur which the purchaser may consider appropriate.  | ent, consult agreed not age cturer/Supplier n policy of the contract. Any id/or their sole cklisting of the                      | rstood          |
| a. If at any time during the currency of the contract the Puro to terminate the contract for any reason whatsoever (other than Non-Delivery) he shall have right to do so by giving the Supplie notice to that effect. In that event the Purchaser will accept contract price and terms of such stores/goods/services which as process of manufacture that is completed and ready for delived days after receipt by the Supplier of such notice.   | chaser decic agreed not age for reasons of er a registered delivery at the re in the actual                                      | rstood<br>greed |
| <ul> <li>In the case of remainder of the undelivered stores/good<br/>Purchaser may elect either:</li> </ul>  | ls/services the  |                 |
| <ul><li>(i) To have any part thereof completed and take<br/>thereof at the contract price or.</li></ul>  | e the delivery   |                 |
| (ii) To cancel the remaining quantity and pay to the Sarticles or sub-components or raw materials purchased to and are in the actual process of manufacture at the determined by the Purchaser. In such a case materials of manufacture shall be delivered by the Supplier to the F  | by the Supplier e price to be in the process   |                 |
| (iii) No payment shall however be made for any mate<br>the actual process of manufacture on the date notice of<br>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

In the event of failure on the part of supplier to comply

Risk Purchase.

31.

period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

| 35. Rights Reserved. Directorate of Procurement (Navy), Rawalpindi reser Understood full rights to accept or reject any or all offers including the lowest. Grounds for s rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1). |  |                          |  |  |
|---|--|--------------------------|--|--|
| Offic   | enquiry and subsequent actions arising there from come within the scope of ial Secrets Act, 1923. You are, therefore, requested to ensure complete secre   | Understood<br>not agreed |  |  |
| _   | rding documents and stores concerned with the enquiry and to limit the numb  |                          |  |  |
| 37.<br>from   | Tiernie in Garaginia in a contra della contra della contra | Understood<br>not agreed |  |  |
| 38.   | <u>Disqualification.</u> Offers are liable to be rejected if:-   |                          |  |  |
|   | b. Offers are found conditional or incomplete in any respect.  | Understood<br>not agreed |  |  |
|   | contained in this tender. d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are  |                          |  |  |
|   | NOT received with the offers. d. Taxes and duties, freight/transportation and insurance charges NOT 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.  |                          |  |  |
|   | <ul> <li>f. Multiple rates are quoted against one item.</li> <li>g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.</li> <li>j. Subject to restriction of export license.</li> </ul>  |                          |  |  |
|   | <ul> <li>k. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.</li> <li>l. If the validity of the agency agreement is expired.</li> </ul>   |                          |  |  |
|   | m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.   |                          |  |  |
|   | <ul> <li>n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.</li> <li>p. Earnest money is not provided.</li> </ul>   |                          |  |  |
|   | <ul> <li>q. Earnest Money is not provided with the technical offer (or as specified).</li> <li>r. If validity of offer is not quoted as required in IT or made subject to confirmation later.</li> </ul>   |                          |  |  |
|   | 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.  |                          |  |  |
|   | <ul> <li>If OEM and principal name and complete address is not<br/>mentioned.</li> </ul>   |                          |  |  |
|   | v. Original Principal Invoice is not attached with offer.  |                          |  |  |

Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the decis Understood

of DP (N) or CINS or any other problematic area towards the execution of

Understood

not agreed

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 |
| 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 |

| 40. <u>Limitation.</u> Any appeal received after the lapse of timelines given in para agreed above shall not be entertained.  | not agreed               |
|---|--------------------------|
| 41. For Firms not Registered with DGDP. Firms not registered with DGDP  |                          |
| undertake to apply for registration with DGDP prior signing of Contract. Details Understood be found on DGDP website <a href="www.dgdp.gov.pk">www.dgdp.gov.pk</a> . These firms can participate in ten | Understood<br>not agreed |
| iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.  |                          |
| 42. Firms which are not registered with DGDP should initiate provisic Understood registration in accordance with Para 41. Besides, ground check by Field Secu   | Understood<br>not 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
- I. DGDP Registration letter
- m. Firm Bank Statement
- n. Non Black List Certificate
- p. 2 X Witness + CNIC and Mobile Numbers
- q. Police Verification
- r. Agency Agreement
- s. OEM Certificate
- t. ISO Certificate
- u. Stock List with value
- v. Company Profile/Broachers
- w. Employees List
- x. Firm Categories
- y. Sole Proprietor Certificate
- z. Partnership Deed
- aa. Pvt Limited
- ab. Memorandum of Articles
- ac. Form 29 and Form A

|     | ad.    | Incorporation Certificate    |   |                   |                       |
|-----|--------|------------------------------|---|-------------------|-----------------------|
|     | not be | •                            | clauses marked as "Understood & Agretender opening. The IT provisions acceptontract negotiations. | Understood agreed | Understood not agreed |
| 44. | The al | pove terms and conditions a  | are confirmed in total for acceptance.  |                   |                       |
| 45. | Forma  | at of DPL-15 (warranty form) | and PBG are enclosed as Annex A & B.  |                   |                       |
|     |        |                              | Sincerely yours,  |                   |                       |
|     |        |                              | (To be Signed by Officer Concerned) Rank: NAME:   |                   |                       |
|     |        |                              |   |                   |                       |

#### **DPL-15 (WARRANTY)**

| FIRM'S NAME: M/s_ |  |  |  |
|-------------------|--|--|--|
|                   |  |  |  |
|                   |  |  |  |
|                   |  |  |  |

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

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

| SIGNATURE | _ |
|-----------|---|
| DATE      |   |
| PLACE     |   |

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

| (i)   | Contract No  | dated   |
|---|--|---|
| (ii)  | Name of Firm/Contractor  |   |
| (iii)   | Address of Firm/Contractor   |   |
| (iv)  | Name of Guarantor  |   |
| (v)   | Address of Guarantor   |   |
|   | Amount of Guarantee Rs   |   |
| (   |  | )   |
| /::\  |  | in words)   |
| (VII)   | Date of expire of Guarantee  | <u>.                                    </u>  |
|   |  | ic Republic of Pakistan through the<br>Defence Purchase) Rawalpindi.  |
| Sir,  |  |   |
| 1.  |  | ve entered into Contract No   |
| with I  | Messer's   |   |
|   | /Full Name   | and Address)  |
| to yo   |  | onditional Bank Guarantee by our customer Rupees/FE (as   |
|   | In compliance with this stipurtake as under: -   | llation of the contract, we hereby agree and  |
|   | our Customer and amou  | lly on demand and/or without any reference nt not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your written   |
| Dema  | and Notice.  | do would be mentioned in your written   |
| b.  |  | orce till   |
| ahea<br>which<br>i.e. M<br>be du<br>Guar<br>validi<br>enter<br>this g | d of the original/extended denso ever is later in duration of the later in later in the later in duration of later in late | nk Guarantee shall be kept one clear year livery period or the warrantee of the stores on receipt of information from our Customer or from your office. Claim, if any must ore this day. Our liability under this Bank ing of banking hours on the last date of the Claim received thereafter shall not be a loss or not. On receipt of payment under Bank Guarantee must be clearly cancelled, |

| d. That we shall inform your office r<br>this Bank Guarantee one clear month<br>Guarantee.   | egarding termination of the validity of before the actual expiry date of this   |
|--|---|
| term/clause of the contract or add/delete<br>without making any reference to us. We<br>any such amendment/alternation or<br>actions do not increase our monetary | e do not reserve any right to receive addition/deletion provided such like liability under this Bank Guarantee o Rs (Rupees |
| f. That the Bank Guarantee herein any change in the constitution of the Bar  |   |
| g. That this an unconditional Bank on sight on presentation without any Vendor.  | Guarantee, which shall be enchased reference to our Customer/Seller or  |
|  | Guarantor   |
| Dated:   |   |
|  | (Bank Seal and Signatures)  |

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

| Mr                                 | Authorized signatory/                                     |
|------------------------------------|---|
| Partner/MD of M/s                  | , do hereby solemnly affirm to DGP                        |
| (Army), DP (Navy), DP (Air) and    | Directorate General Defence Purchase, Ministry of         |
| Defence Production, Rawalpino      | li that our firm M/shas                                   |
|                                    | Director General Defence Purchase (DGDP) duly             |
| completed all the documents re     | equired by registration section on (date)                 |
| i,e before signing the contract    | . I certify that the above mentioned statement is         |
| correct. In case it is detected    | on any stage that our firm has not applied for            |
| 0                                  | al Defence Purchase or statement given above is           |
| •                                  | or disciplinary action initiated (i,e debarring, the firm |
|                                    | e Establishment and Govt Agencies). I also accept         |
| that any disciplinary action taker | will not be challenged in any Court of Law.               |
|                                    |   |
|                                    |   |
|                                    |   |
|                                    | Cianatura   |
| Ctation                            | Signature   |
| Station:                           | Name :  |
| Date:                              | Appointment in Firm                                       |

ATTESTED BY OATH COMMISSIONER WITH STAMP

### INVITATION TO TENDER FORM

- 1. Schedule to Tender No <u>CICP/B/IND/2205010/R-2204/320654</u> dated \_\_\_\_\_\_. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 25-10-2022. 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/<br>UNIT | UNIT<br>PRICE | TOTAL<br>PRICE |
|--|--|--------------|---------------|----------------|
| 1.   | CAT/PART/PATT NO: 0283-59-571-1159 SHEET ALUMINUM ALLOY ANNELED  | 90 Nos       |               |                |
|  | DIMENSION: LENGTH: 144 INCH (365.76 CM) WIDTH: 48 INCH (122CM) THICKNESS: 0.128 INCH  PARENT EQUIPMENT: GENERAL USE                      |              |               |                |
|  | SPECIFICATION OF ITEMS:  |              |               |                |
|  | CHEMICAL COMPOSITION BS EN 573-3 OF 2019 MECHANICAL COMPOSITION BS EN 485-2 OF 2016 MATERIAL GRADE EN AW 5251 WEIGHT PER SQ FT 1.782 LBS |              |               |                |
| Check FOR/FOB case above mentioned price includes 17% sale Tax (Please tick Yes or No) |  | Yes          | No            |                |

#### **Terms & Conditions**

1. **General Instructions**. Attached

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

after successful acceptance / inspection of stores.

3. Origin of Stores. To be indicated by firm

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

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

6. **Delivery Period.** 06 Months

7. Trade Link between firm and OEM.

8. **Currency.** 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.

NOTE: IN CASE OF FAILURE TO COMPLY ABOVE INSTRUCTIONS, TERMS AND CONDITIONS, OFFER WILL LIABLE FOR REJECTION.

#### **SPECIAL INSTRUCTIONS**

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

#### SOURCE OF SUPPLY

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

#### ORIGIN OF SUPPLY

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

#### **UPDATES & CURRENT INFORMATION**

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

#### **DOCUMENTATION REQUIRED**

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

| TENDER NO  | NAME OF THE FIRM  DGDP REGISTRATION NO  ADDRESS  |  |  |  |  |
|--|--|--|--|--|--|
|  | TELEPHONE NO.  |  |  |  |  |
|  | Official E-Mail  |  |  |  |  |
|  | FAX NO   |  |  |  |  |
| To:  | MOBILE NO  |  |  |  |  |
| THE DIRECTOR OF PROCUREME (SECTION P-32)   | ≣NT  |  |  |  |  |
| Through Bahria Gate<br>Near SNIDS Centre,  |  |  |  |  |  |
| Naval Residential Complex, E-8,  |  |  |  |  |  |
| Islamabad  |  |  |  |  |  |
| Contact: Reception: 051-<br>Bahria Gate: 331-5<br>Section: 051-9262  | 5540649  |  |  |  |  |
| Email: <a href="mailto:dpn@paknavy.gov.pk">dpn@paknavy.gov.pk</a> <a href="mailto:adpn32@paknavy.gov.pk">adpn32@paknavy.gov.pk</a>   |  |  |  |  |  |
| DEAR SIR   | DATE   |  |  |  |  |
| 1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF PROCUREMENT (NAVY) THE STORES DETAILED IN SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION THEREOF AS YOU MAY SPECIFY IN THE ACCEPTANCE OF TENDER AT THE PRICES OFFERED AGAINST THE SAID SCHEDULE AND FURTHER AGREE THAT THIS OFFER WILL REMAIN VALID UP TO 120 DAYS AND WILL NOT BE WITHDRAWN OR ALTERED IN TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY STATED THEREIN OR ON BEFORE THIS DATE. I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBED TIME. |  |  |  |  |  |
| CONTRACT IN FORM NO. DP-35 (REVISED 20 PAKISTAN, MINISTRY OF DEFENCE (DIRECTO) GOVERNING CONTRACTS" AND HAVE THOROPATTERNS QUOTED IN THE SCHEDULE HERETO   | TIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING 1002) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF RATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS DUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR O AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES TORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS. |  |  |  |  |
| 3. THE FOLLOWING PAGES HAVE BEEN ADDED   | ) TO AND FORM PART OF THIS TENDER:   |  |  |  |  |
| A  |  |  |  |  |  |
| В  |  |  |  |  |  |
| C  |  |  |  |  |  |
|  | YOURS FAITHFULLY,  |  |  |  |  |
|  | (SIGNATURE OF TENDERER)  |  |  |  |  |
|  | (CAPACITY IN WHICH SIGNING)  |  |  |  |  |
|  | Address:   |  |  |  |  |
|  | DATESIGNATURE OF WITNESSADDRESS  |  |  |  |  |
| *INDIVIDUAL SIGNING TENDER AND/OR OTHER D  | DOCUMENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-   |  |  |  |  |
| (a) MUSTUED CLONING AS "SOLE DOC   | PRIETOR" OF THE FIRM OR HIS ATTORNEY   |  |  |  |  |
| (b) Whether signing as a "Registe  | (b) WHETHER SIGNING AS A "REGISTERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.  |  |  |  |  |
| <ul><li>(c) WHETHER SIGNING FOR THE FIRM</li><li>(d) IN THE CASE OF COMPANIES AND F</li></ul>  | "PER PROCURATION". IRMS REGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO-   |  |  |  |  |
|  | IP 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)                             |