#### **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

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Tender N	No & Date				
Tender Description					
IT Openi	Γ Opening Date				
Firm Nar	me				
Postal A	ddress				
Email Ac	ddress for Correspondence				
	Person Name				
	Number (Landline) (				
	ents to be attached with Quotation		/		
Envelops	to submit its proposal in a sealed envelope was as per details given below:	hich shall con	tain 03 x Seale	t	
	Envelop 1 – Technical Offer in Duplicate	r (O1 v Origina	L. Od v Conv.\ F	ach Cat mouat	
	velope must contain 02 x sets of Technical Offe following documents as per this order and Supp				
	se documents have been attached:	oner is to mark	tion + against c	don to chisare	
S No	Document		Original Set	Copy Set	
1.	Bank Challan				
2.	Principal Authorization Letter (where applicable	e)			
3.	Principal Invoice (Muted – without Price) (where	e applicable)			
4.	DP -1 Form of IT (with compliance remarks)				
5.	DP – 2 Form of IT with compliance remarks clause of the Annex A)	against each			
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				
<u>Sealed</u>	Envelop 2 – Earnest Money				
	This Envelop must contain Earnest Money only	<b>'.</b>			
<u>Sealed</u>	Envelop 3 – Commercial Offer				
	This Envelop must contain following documents	s:			
1.	Firm's Commercial Offer	01 x Original			
2.	Principal Invoice (where applicable)	01 x Original			
3	Dully filled DP-2 Form of IT	01 x Original			

#### Firm's Declaration

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

Firm's Authorized Signatures	
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# **DIRECTORATE PROCUREMENT (NAVY)**

	Tender No		
M/s			
	Date		
INVITATION TO TENDER AND GE	NERAL INSTRUCTIONS		
Dear Sir / Madam,			
` ,	ender for the supply of stores/equipment/ shed Schedule to Tender (Form DP-2).		
the successful bidder is governed by Rules-2004 and DPP&I-35 (Revised of contracts laid down by MoDP / Eupon you and your firm to first (www.ppra.org.pk) and DPP&I-35 (RevDGDP Registration Cell on Phone tender. If your firm / company pos	subsequent contract agreement awarded to y the rules / conditions as laid down in PPRA d 2017) covering general terms & conditions DGDP. As a potential bidder, it is incumbent acquaint yourself with PPRA Rules 2004 yised 2017) (print copy may be obtained from No. 051-9270967 before participating in the ssesses requisite technical as well financial	Understood agreed	Understo
	or willing to register with DGDP to qualify for ade after security clearance and provision of attioned in Para 15 of this DP-1.		
	tracts. The 'Contract' made as result of this RA Rules 2004 shall mean the agreement	Understood agreed	Underst not agre
Directorate General Defence Pur accordance with the law of contract Purchase Procedure & Instructions	s i.e. the 'Purchaser' and the 'Seller' on chase (DGDP) contract Form "DP-19" in ct Act, 1872 and those contained in Defence and DP-35 (Revised 2017) and other special en contract for the supply of Defence Stores /		
4. <b>Delivery of Tender.</b> The commercial offers are to be furnished	tender documents covering technical and d as under:-	Understood	Understood not agreed
	ne offer will be in duplicate and indicate prices		

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

specific literatur envelor numbe hour af	Technical Offer: (Various in DUPLICA) re/brochure, drawing pe and clearly mark r and date of opening fer the date and time confirm/comply with	TE (or as specifications of the compliant of the compliant of the compliant of the complete for receipt of the com	fied in IT) alon ce metrics in a ffer" without pri er shall be opel ender mentione	g with essential separate sealed ces, with tender ned first; half an d in DP-2. Firms	Understood agreed	Understood not agreed
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	availability enclosed from brod Literature, d		
`	d: C = Fully Comply nust clearly identify wher					

Special Instructions. Tender documents and its conditions may Understood please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

Understood not agreed

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.

	(along)	FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 with annexes), DP-3 and Questionnaires duly filled in are to be	Understood agreed	Understood not agreed
	person	ted with the offer duly stamped/signed by the authorized signatory/ i. It is pertinent to mention that all these are essential requirement ticipation in the tender.		
f	f.	The tender duly sealed will be addressed to the following:-		
		Directorate of Procurement (Navy) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: dpn@paknavy.gov.pk adpn32@paknavy.gov.pk		
the data. This Direceive time will legitima opening courier	te and irectorated after ill, how ate/reg	time For Receipt of Tender. Tender must reach this office by time specified in the Schedule to Tender (Form DP-2) attached. The appointed at a will not accept any excuse of delay occurring in post. Tenders the appointed fixed time will NOT be entertained. The appointed ever, fall on next working day in case of closed/forced holiday. Only istered representatives of firm will be allowed to attend tender case your firm has sent tender documents by registered post or be, you may confirm their receipt at DP (Navy) on Phone No well before the opening date / time.	Understood agreed	Understood not agreed
tender. accepta for ope register Tender	Comnable or ening red recent	r Opening. Tenders will be opened as mentioned in the schedule to nercial offers will be opened at later stage if Technical Offer is found a examination by technical authorities of Service HQ. Date and time of Commercial offer shall be intimated later. Only legitimate / presentative of firm will be allowed to attend tender opening. ived after date & time specified in DP-2 would be rejected without direturned un-opened i.a.w Rule 28 of PPRA-2004.	Understood agreed	Understood not agreed
7.	<u>Validit</u>	y of Offer.		
j •	invaria June v require	The validity period of quotations must be indicated and should bly be 120 days from the date of opening of Technical offer or 30th whichever is later. Firm undertakes to extend validity of offer if ed by equal number of original bid period (i.e. 120 days as per I offer) i.a.w PPRA Rule-26.	Understood agreed	Understood not agreed
!	require months	The quoting firm will certify that in case of an additional ement of the contract items (s) in any qty(s) within a period of 12 is from the date of signing the contract, these will also be supplied ongoing contract rates with discount.		

stores accep		Inderstood greed	Understood not agreed
trick oright to Secur	Quoting of Rates. Only one rate will be quoted for entire quantity, item In case quoted rates are deliberately kept hidden or lumped together to ther competitors for winning contract as lowest bidder, DP(N) reserves the preject such offers on-spot besides confiscating firm's Earnest Money / Bid ity and take appropriate disciplinary action. Conversion rate of FE/LC pnents will be considered w.e.f. opening of commercial offer as per PPRA 30(2).	Understood agreed	Understood not agreed
10.	Return of I/T. ITs are to be handled as per following guidelines:  a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in 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.		
	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.		
case t	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 act, Earnest Money of the firm shall be confiscated and disciplinary action also be initiated for embargo up to 01 year.	Understood agreed	Understood not agreed
12. wins a	Provision of Documents in case of Contract. In case any firm contract, it will deposit following documents before award of contract:	Understood agreed	Understood not agreed
	<ul> <li>a. Proof of firm's financial capability.</li> <li>b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.</li> <li>c. Principal/Agency Agreement.</li> <li>d. Registration with DGDP (Provisional Registration is mandatory)</li> </ul>		
13.	Treasury Challan.		
	a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub	Attached	Not Attached

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

14. <b><u>Earnest Money/Tender Bond:</u></b> Your tender must be accompanied by a	Attached	Not
Pay Order/Demand Draft/Call Deposit Receipt (CDR) in favor of CMA (DP),		Attache
Rawalpindi for the following amounts:-		
3		
a. Rates for Contract. The rate of earnest money and its maximum		
ceiling for different categories of firms would be as under:-		
5		
(i) Registered/Indexed/Pre-Qualified Firms. 2% of the quoted		
value subject to maximum ceiling of Rs. 0.2M		
(ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of		
the quoted value subject to maximum ceiling of Rs. 0.2M		

- (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4M
- (iv) <u>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/ insufficient in violation of IT condition.
- b. Return of Earnest Money
  - (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
  - (ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

**15.** <u>Documents for provisional registration:</u> In case your firm wins a Understood contract on Earnest Money (EM), it will deposit following documents to DGDP agreed (Registration Section) before the award of contract for provisional registration:-

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

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

,	O I	CINS, Joint Inspection will be carried out by er or a team nominated by Pakistan Navy. CINS d in DP-35 and PP & I (Revised 2019) or as per	Understood agreed	Understood not agreed
	of the contract.	a in Di do ana i i a i (Nevisea 2015) di as per		
17. Warra	Condition of Stores. anty/Guarantee Form DPL-	Brand new stores will be accepted on Firm's 15 enclosed with contract.	Understood agreed	Understood not agreed
18. subm	<u>Documents Required.</u> itted along with the quote:	Following documents are required to be	Understood agreed	Understood not agreed
	a. OEM/Authorized Dealership Evidence.	Dealer/Agent Certificate along with OEM		

- 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.

(iv) Agent commission/profit, if any. (v) Any other expenditure/cost/service/remuneration as asked for in the tender. Rejection of Stores/Services. The stores/services offered as a result Understood 19. Understood of contract concluded against this tender may be rejected as follows: agreed 1<sup>st</sup> rejection on Govt, expense a. 2<sup>nd</sup> rejection on supplier expense b. 3<sup>rd</sup> rejection contract cancellation will be initiated. C. 20. To ensure timely and correct Understood Security Deposit/Bank Guarantee. Understood not agreed supply of stores the firm will furnish an unconditional Bank Guarantee (BG) from a schedule Bank of Pakistan 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 CDR/Bank Draft/Pay Order. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B. 21. There shall be "zero tolerance" against bribes, gifts, Integrity Pact. Understood Understood agreed not agreed 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 compliance: 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

Fixed overhead charges like labour, electricity etc.

(iii)

- a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk
- b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, <a href="Permanent Blacklisting">PERMANENT BLACKLISTING</a> of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.
- c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or

indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively	<b>f</b> agreed	Understood not agreed
with copy endorsed to the DP (Navy).		
23. <u>Pre-shipment Inspection</u> .PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items a	t agreed	Understood not agreed
OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser of Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.	r	
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	e agreed	Understood not agreed
contract.		
25. <u>Discrepancy</u> . The consignee will render a discrepancy report to a 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	e agreed	Understood not agreed
free of cost.	,	
26. Price Variation.		
<ol> <li>Prices offered against this tender are to be firm and final.</li> </ol>		
b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so or government behalf then price increase/decrease will be allowed at actual	agreed	Understood not agreed
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.	e d /	
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.	e d d	
27. Force Majeure.		
<ul> <li>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</li> </ul>		Understood not agreed
Q		

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.

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

	e. All proceedings under this clause shall be conducted in English language and in writing		
29. at Rav	<u>Court of Jurisdiction</u> . In case of any dispute only court of jurisdiction valpindi, Pakistan shall have jurisdiction to decide the matter.	Understood agreed	Understood not agreed
	10	Understood agreed	Understood not agreed

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. In the event of failure on the part of supplier to comply 31. Risk Purchase. with the contractual obligations the contract will be cancelled at the Risk and Understood Understood agreed not agreed Expense (RE) of the supplier in accordance with DP-35. Understood Understood 32. **Compensation Breach of Contract.** If the contractor fails to agreed not agreed supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract. 33. Gratuities/Commission/Gifts. No commission, rebate, bonus, fee or Understood Understood not agreed compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate. 34. **Termination of Contract.** Understood Understood agreed not agreed 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 Supplier a registered notice to that effect. In that event the Purchaser will delivery at the contract price and stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either: To have any part thereof completed and take the delivery (i) thereof at the contract price or. To cancel the remaining quantity and pay to the Supplier for (ii)

Liquidated Damages upto 2% per month

30.

Liquidated Damages(LD).

Purchaser.

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

- (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), Rawalpindi	Understood agreed	Understoo not agreed
Ground	es full rights to accept or reject any or all offers including the lowest. Its for such rejections may be communicated to the bidder upon written to the bidder upon written to the formula of the such as the suc		
·	Application of Official Secrets Act, 1923. All the matters connected	Understood	Understood
scope	is enquiry and subsequent actions arising there from come within the of the Official Secrets Act, 1923. You are, therefore, requested to ensure	agreed	not agreed
	ete secrecy regarding documents and stores concerned with the enquiry limit the number of your employees having access to this information.		
	Acknowledgment. Firms will send acknowledgement slips within 07 days e date of downloading of IT from the PPRA Website i.e. <a href="https://www.ppra.org.pk">www.ppra.org.pk</a>	Understood agreed	Understood not agreed
38.	Disqualification. Offers are liable to be rejected if:-		
	<ul><li>a. Received later than appointed/fixed date and time.</li><li>b. Offers are found conditional or incomplete in any respect.</li></ul>	Understood agreed	Understood not agreed
•	c. There is any deviation from the General /Special/Technical Instructions contained in this tender.		

- f. Treasury challan is NOT attached with the offer.
- g. Multiple rates are quoted against one item.
- h. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.

NOT indicated separately as per required price breakdown mentioned at

Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are

Taxes and duties, freight/transportation and insurance charges

j. Subject to restriction of export license.

NOT received with the offers.

Para 17.

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

- If validity of offer is not quoted as required in IT or made subject to confirmation later.
- Offer made through Fax/E-mail/Cable/Telex. s.
- If offer is found to be based on cartel action in connivance with t. other sources/ participants of the tender.
- If OEM and principal name and complete address is not mentioned.
- Original Principal Invoice is not attached with offer. ٧.

39. Appeals by Supplier/Firm. Any aggrieved	Supplier/Firm against the	Understood	Understoo
decision of DP (N) or CINS or any other problematic	area towards the execution	agreed	not agreed
of the contract may prefer an Appeal to Standing comprising PN Officers and military finance replacements. The detail and timeline for preferring appears	at Naval headquarters,		
S.No. Category of Appeal	Limitation Period		

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. **Limitation.** Any appeal received after the lapse of timelines given in para agreed 39 above shall not be entertained. For Firms not Registered with DGDP. Firms not registered with DGDP 41. Understood

Understood Understood not agreed

not agreed

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

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

	S.	OEM Certificate
	t.	ISO Certificate
	u.	Stock List with value
	V.	Company Profile/Broachers
	W.	Employees List
	Χ.	Firm Categories
	у.	Sole Proprietor Certificate
	Z.	Partnership Deed
	aa.	Pvt Limited
	ab.	Memorandum of Articles
	ac.	Form 29 and Form A
	ad.	Incorporation Certificate
•	d" shal	olemnly undertake that all IT clauses marked as "Understood & Understood agreed not agreed not agreed I not be changed / withdrawn after tender opening. The IT provisions all form the baseline for subsequent contract negotiations.
44.	The al	pove 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)
		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)			
(iv)	Name of Guarantor		
(v)	Address of Guarantor		
<u>(</u>	_		)
\	(	(in words)	
(vii)	Date of expire of Guarantee	<u>,</u>	
		c Republic of Pakistan thr Defence Purchase) Rawalpii	
Sir,			
1.	Whereas your good self have	ve entered into Contract No.	dated
	with Messer's		
	(Full Name a	nd Address)	
the C	Contract is the submission of other to your good self for a	tomer and that one of the corf unconditional Bank Guarant sum of Rs. applicable)	ee by our
	In compliance with this stipuundertake as under: -	ulation of the contract, we here	by agree
	ence to our Customer and	onally on demand and/or wi amount not exceeding the su Rupees or FE (as a as would be mentione	um or Rs. applicable)
writte	en Demand Notice.		•
b.	To keep this Guarantee in f	orce till	·
store Custo if any unde the I there recei	ahead of the original/extenders which so ever is later in durence i.e. M/sy must be duly received by this Bank Guarantee shall clast date of the validity of the shall not be entertained.	ank Guarantee shall be kepted delivery period or the warrar ration on receipt of information or from your officus on or before this day. On the closing of banking this Bank Guarantee. Claim by whether you suffer a loss of guarantee, this document ed, discharged and returned to	ntee of the n from our ce. Claim, our liability g hours on received or not. On i.e. Bank

d. That we shall inform your office regarding of this Bank Guarantee one clear month before this Guarantee.	
e. That with the consent of our customer term/clause of the contract or add/delete ar contract without making any reference to us. It to receive any such amendment/alternation of such like actions do not increase our moneta Guarantee which shall be limited only to Reference to us.	ny term/clause to/from this We do not reserve any right r addition/deletion provided ary liability under this Bank
f. That the Bank Guarantee herein before by any change in the constitution of the Bank Vendor.	
g. That this an unconditional Bank Grenchased on sight on presentation without Customer/Seller or Vendor.	
	Guarantor
Dated:	
(Bank	Seal and Signatures)

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

IVIr	Authorized signatory/
Partner/MD of M/s	, do hereby solemnly affirm to DGP
	Directorate General Defence Purchase, Ministry
of Defence Production, Rawalpin	ndi that our firm M/s
has applied for registration with I	Director General Defence Purchase (DGDP) duly
completed all the documents r	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 registration with Dire	ector General Defence Purchase or statement
•	n will be liable for disciplinary action initiated (i,e
•	s with other Defence Establishment and Govt
, ,	y disciplinary action taken will not be challenged
in any Court of Law.	
	Cignoture
Station	Signature
Station:	Name :
Date:	Appointment in Firm

ATTESTED BY OATH COMMISSIONER WITH STAMP

#### INVITATION TO TENDER FORM

- 1. Schedule to Tender No **DICP/IND/A/187052/B-2109/320014** dated \_\_\_\_\_\_ This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>02-11-2021</u>. Please drop tender in the Tender Box No <u>202</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 may be rejected.
- 3. Please tick the prescribed IT instructions and confirm complied or not complied in the column given in front of each instruction.
- 4. You are requested not to use ink of any color other than black and there should be no writing/ overwriting except in the column/columns specified for that purpose.
- 5. Any overwriting will result in rejection of offer.
- 6. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same can be requested from DP (N) at Email <a href="mailto:dpn@paknavy.gov.pk">dpn@paknavy.gov.pk</a> dpnavy@paknavy.gov.pk

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
1.	NSN: 4820-99-526-5780 Part No. 8313  VALVE CHECK 1-1/2	08 (Each)		
	PARENT EQUIPMENT SEA WATER VALVE 18 FOR T/21/F22P SHIPS			
	OEM: NCAGE: K5518 M/s ORSEAL LTD, LYNSTOCK WAY, LOSTOCK, BOLTON, UNITED KINGDOM, BL6 4QR Tel: 01204 474300 Fax: 01204 474347 Email: sales@orseal.com			
	TAXES AND DUTIES All taxes, duties and import/export license fees payable in country en-route shipment other than Pakistan shall be paid b		country or	any other
	A breakdown of the duties and taxes is to be given separate purchaser shall only re-imburse the value of stores to the fir applicable duties/taxes shall be paid by MoD centrally to FBR.	m/supplier		
	Grand Total			

#### **Terms & Conditions**

1. **Special Instructions.** CINS Special Instructions Attached at Annex "A".

2. Terms of Payment. 80% Payment on: (1) Shipment of Stores.

20% Payment on: (2) Issuance of CRV

3. **Origin of Stores.** Imported with OEM CoC.

- 4. **Origin of OEM.** U.K
- 5. <u>Technical Scrutiny Report.</u> Required
- 6. **Delivery Period.** 06 Months.
- 7. Trade Link between firm and OEM
- 8. <u>Currency.</u> Pounds
- 9. **Basis for acceptance. FOB** Basis
- 10. <u>Validity of Offer.</u> The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer or 30<sup>th</sup> June whichever is earlier
- 11. <u>Tendering procedure</u> Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 (b).
- 12. <u>Earnest Money/Tender Bond:</u> Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi in separate envelope for the following amounts:
  - a. Rates FOR Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-
    - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.2 M.
    - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.2 M.
    - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4 M.

#### b. Return of Earnest Money

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

#### 13. Special Note.

- 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 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.
- d. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.

- e. 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.
- f. 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.
- g. Company registration certificates are to be attached with offer.
- h. Requisite amount of earnest money (in shape of CDR 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. Cheque/ crossed cheque shall not be accepted.
- 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.

**Note:** In case of failure to comply with the above instructions, Terms and Conditions, offer will liable for rejection.

#### **CINS 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 supplier 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 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 standards of the indented item has been superseded by a new one, before/ after conclusion of the 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 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

- (3) List of Serial Numbers or Batch Numbers or Lot Numbers as embossed / engraved on the stores, as applicable.
- (4) Date/Period of Manufacture.(Must not be older than one year at the time of delivery)
- (5) Conformance to standards/specifications quoted in the IT
- c. OEM Mill Test Certificate/ FATs report is not required.
- d. Import documents comprising landing / Airway Bill or Shipping Bill and Bill of Entry duly endorsed with the name of supplying firm, if the item is sourced from abroad by local supplier/authorized dealer of OEM.
- 8. Firm/supplier shall provide correct and valid e-mail and fax No .to CINS and DP(N). Supplier/contracting firm shall either provide OEM conformance certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates shall be black listed" OEM certificate of conformity originating from "Principal" who is neither the OEM nor the OEM authorized dealer/agent/ stockist will not be acceptable.

#### **Inspection**

9. Inspection Authority for all types of stores will be "CINS". However, in cases, where testing/verification of supplied stores is not possible, joint inspection will be carried out by reps of CINS, consignee and end/specialist user.

	<u>DP-3</u>
Tender No	Name of the Firm DGDP Registration No
	AddressDate
	Telephone No:
	Official E-Mail
	Fax No
То:	Mobile No of contact person
Tender No	
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	
Dear Sir	
inquiry or such portion thereof as you may specify schedule and further agree that this offer will rem	Procurement (Navy) the stores detailed in schedule to the tender in the acceptance of tender at the prices offered against the said ain valid up to 120 days and will not be withdrawn or altered in stated therein or on before this date. I/we shall be bound by a hin the prescribed time.
35 (Revised 2002) included in the pamphlet ent General Defence Purchase) "General Condition	ers and General Conditions Governing Contract in Form No. DP- itled, Government of Pakistan, Ministry of Defence (Directorate as Governing Contracts" and have thoroughly examined the the schedule hereto and am/are fully aware of the nature of the strictly in accordance with the requirements.
3. The following pages have been added to and for	orm part of this tender:
A	
В	
C	Yours faithfully,
	Tours faithfully,
	(Signature of Tenderer)
	(Capacity in which signing)
	Address:
	Date
	Signature of Witness
	Address
*Individual cigning tander and/or other decuments	connected with a contract must aposity

\*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

# 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).
•	ndly fill in the above form and forward it under your own letter head with ntact details)