

## INVITATION TO TENDER FORM

1. Schedule to Tender No. 2424057/R-2412/340259 dated 07 Jan 2025. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 04 Feb 2025. Please drop tender in the Tender Box No 204.

2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.

3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped.

SCHEDULE OF STORES

S NO	<u>DETAIL OF STORES</u>	QTY/ UNIT	UNIT PRICE (RS)	18% GST	TOTAL PRICE (Rs)
1.	<p><b><u>CLASS AND GROUP 9150</u></b></p> <p><b><u>PATTERN NO. 9150-TY-673-0752</u></b></p> <p><b><u>P/NO: MOBILE DTE 10 EXCEL 46</u></b></p> <p><b><u>DESCRIPTION OF STORES:</u></b> HYDRAULIC MOBIL DTE 10 EXCEL 46.</p> <p><b><u>PACKING:</u></b> 208 Liter Drum New Best Trade with OEM original sealed packing non-returnable.</p> <p><b><u>SPECIFICATION:</u></b></p> <p>1. Technical Data Sheet attached as Annex-A.</p> <p>2. Special Instructions is attached as Annex-B.</p>	11,440 Ltr			

**NOTE:**

1. Date of manufacturing and date of expiry to be clearly marked on each packing.
2. Item to be delivered with 85% remaining shelf life.
3. The purchaser shall not be bound to draw entire contracted quantities but reserve the right to draw additional quantities to the extent of 15% of the contracted Qty. No compensation shall be provided to the supplier for short drawn quantities.
4. Contract should be concluded for one year with extendable/ provision for the period of 01 year.

5. Stores required on supply order basis against consignee's requirement Depot will forward a detail schedule to the supplier for supply after conclusion of the contract.
6. Firm to provide following at the time of inspection:
  - a. OEM CoC Conformity Certificate.
  - b. OEM valid lab test report alongwith batch no and filling date & expiry date.
  - c. Product Data Sheet.
  - d. Date of manufacturing and expiry date are to clearly mentioned.
7. OEM certified stores to be acceptable on DPL-15.
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 will be black listed.
9. Marking on the package must be legible. Packing of fragile stores to be marked with appropriate.
10. Inspection to be carried out by CINS.
11. Firm will submit an Affidavit that the original Earnest money is attached with Commercial Offer in separate envelope and copy of the same is attached with Technical Offer.
12. Firm will comply/ confirm all above IT clauses, mentioned under Note including specification, packing, general terms and conditions on its technical offer and original technical offer on firm's letter head pad along with DP-1, DP-2 & DP-3 duly signed and stamped on each page are required **in duplicate**.

Above mentioned price includes <b>18% Sale Tax</b> (Please tick Yes or No)	
Yes	No
<b>Grand Total</b>	

### Terms & Conditions

1. **Special Instructions.** Attached
2. **Terms of Payment.** 100% on Delivery of stores against each supply order and issuance of CRV. Part delivery/ part payment is allowed.
3. **Origin of Stores.** (To be indicated in Technical Offer)
4. **Origin of OEM.** (To be indicated in Technical Offer)
5. **Technical Scrutiny Report.** Required.
6. **Delivery Period.** SOB contract for a period of one year and further extendable for 01 year upon mutual consent.
7. **Currency.** Pak Rupees

8. Basis for acceptance.

FOR

9. Bid Validity.

The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial / Financial Proposal 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 x days as per original offer) i.a.w PPRA Rule-26.

10. Place of Inspection.

Inspection will be carried out by CINS at Firm's Premises.

11. Tendering procedure

Single stage - Two Envelop bidding procedure will be followed as per PPRA Rule 36 (b).

12. Earnest Money/  
Bid Security:

Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi in separate envelope and outside **attached with technical offer**. The rate of earnest money and its maximum ceil for different categories of firms would be as under:-

**REGISTERED/INDEXED/PRE-QUALIFIED  
FIRMS**

(a) 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.

**REGISTERED / PRE-QUALIFIED BUT  
UNINDEXED FIRMS.**

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

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

(c) 5% of the quoted value subject to maximum ceiling of Rs. 1.00 Million.

13. Return of Earnest Money:

(a) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.

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

14. Special Note.

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

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

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

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

1-A

Mobil DTE 10 Excel™ Series

**Mobil**

**Mobil DTE 10 Excel™ Series**

Mobil Industrial, United States

Premium Quality Hydraulic Oils



#### Product Description

Mobil DTE 10 Excel™ Series are high performance anti-wear hydraulic oils specifically designed to meet the needs of modern, high pressure, industrial and mobile equipment hydraulic systems.

The Mobil DTE 10 Excel Series is constructed from selected base oils and a proprietary additive package to provide well balanced performance in a range of applications. The products demonstrate outstanding oxidation and thermal stability allowing for long oil life and minimized deposit formation in severe hydraulic systems using high pressure, high output pumps. The innovative ultra keep-clean performance protects critical hydraulic system components from malfunctions such as tight tolerance servo and proportional valves found in many modern hydraulic systems. The shear stable, high viscosity index allows for a wide range of operating temperatures maintaining maximum hydraulic efficiency and utmost component protection at both low and high temperatures. Outstanding air release properties represent an added measure of protection in systems with low residence time helping to prevent cavitation damage and micro pitting. The zinc free anti-wear system provides a high degree of protection in gear, vane and piston pumps while also minimizing deposit formation. In addition, Mobil DTE 10 Excel is not acutely or chronically toxic to the aquatic environment (per GHS criteria and OECD testing).

Formulated with extensive laboratory and in-service field testing, Mobil DTE 10 Excel series can help provide quantifiable increases in hydraulic efficiency compared to other Mobil™ hydraulic oils. This can translate to reduced power consumption or increased machine output, resulting in monetary savings.

In controlled laboratory efficiency testing, Mobil DTE 10 Excel series were measured to provide up to a six percent improvement in hydraulic pump efficiency compared to Mobil standard hydraulic fluids when operating in standard hydraulic applications.

In additional laboratory and in-service field demonstrations conducted on a wide range of modern hydraulic systems, Mobil DTE 10 Excel series demonstrated compared to Mobil standard hydraulic fluids, exceptional oil life, outlasting these fluids by up to three times, while maintaining outstanding hydraulic system cleanliness and component protection. Mobil DTE 10 Excel also demonstrated the value of its high viscosity index and outstanding shear stability by operating successfully in temperatures as low as -34°C and by maintaining ISO viscosity grade.

#### \*Energy efficiency explained

The energy efficiency design is a trademark of Exxon Mobil Corporation. Energy efficiency relates solely to the fluid performance when compared with Mobil's standard hydraulic fluids. The technology used allows up to 6 percent increase in hydraulic pump efficiency when tested in standard hydraulic applications. The energy efficiency claim for this product is based on test results on the use of the fluid conducted in accordance with applicable industry standards and protocols. Efficiency improvements will vary based on operating conditions and applications.

#### Features and Benefits

The Mobil DTE 10 Excel Series hydraulic oils provide outstanding hydraulic system efficiency; ultra keep clean performance, and a high degree of fluid durability. The hydraulic efficiency feature can lead to reduced energy consumption for both industrial and mobile equipment, reducing operating costs and improving productivity. Their excellent oxidation and thermal stability can help to extend oil and filter change intervals while helping to ensure clean systems. Their high level of anti-wear properties and excellent film strength characteristics result in a high degree of equipment protection that not only results in lower breakdown but helps improve production capacity.

  
MANS ALI  
Lieutenant Pakistan Navy  
IM POLD

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MOBIL DTE 10 Excel™ Series

Features	Advantages and Potential Benefits
Excellent Hydraulic Efficiency	Potentially reduced energy consumption or increased system responsiveness
Ultra Keep Clean Performance	Reduced system deposits leading to reduced machine maintenance and increased component life
Shear Stable, High Viscosity Index	Sustained component protection over a wide temperature
Oxidation and Thermal Stability	Extends fluid life even under harsh operating conditions
Good compatibility with elastomers and seals	Long seal life and reduced maintenance
Anti-wear properties	Helps reduce wear and protects pumps and components for extended equipment life
Excellent Air Separation Characteristics	Helps prevent aeration and cavitation damage in low residence time systems
Multi metal compatibility	Helps ensure excellent performance and protection with a wide variety of component metallurgy

Applications

- Industrial and mobile equipment hydraulic systems operating at high pressures and temperatures in critical applications
- Hydraulic systems subject to deposit build-up such as sophisticated Computer Numerically Controlled (CNC) machines, particularly where close clearance servo-valves are used
- Systems where cold start-up and high operating temperatures are typical
- Systems requiring a high degree of load-carrying capability and anti-wear protection
- Machines employing a wide range of components using various metallurgy

Specifications and Approvals

This product has the following approvals:	15	22	32	46	68	100	150
Arburg Hydraulic Fluid				X			
Denison HF-0			X	X	X		
Denison HF-1			X	X	X		
Denison HF-2			X	X	X		
Eaton E-FDGN-TB002-E			X	X	X		
HOCNF Norway-NEMS, Black	X	X	X	X	X	X	X
Husky				X			
Krauss-Maffei Hydraulic Oil			X	X			
MB-Approval 341.0		X					
Ortlinghaus-Werke GmbH ON 9.2.10			X	X	X	X	
Ortlinghaus-Werke GmbH ON 9.2.19			X	X	X	X	

This product has the following approvals:	15	22	32	46	68	100	150
ZF TE-M, 04R			X	X			
ZF TE-M, 06R			X	X			

This product is recommended for use in applications requiring:	15	22	32	46	68	100	150
Fives Cincinab P-66			X				
Fives Cincinab P-6V					X		
Fives Cincinab P-7T				X			
Valmet Power RALAH00929 01(hydraulic systems)			X	X			
Valmet Power RALAH02724 01 (mineral oil for hydraulic rolls)					X	X	X
Voith Paper VS 108 S x 4 2021-10 (hydraulic rolls)					X	X	X
Voith Paper VS 108 S x 5 2021-10 (shoe press)						X	X

This product meets or exceeds the requirements of:	15	22	32	46	68	100	150
ASTM D6158 (Class HV18P)		X	X	X	X		
China GB 11118.1-2011, L-HV(General)		X	X	X	X	X	X
China GB 11118.1-2011, L-HV(HF)			X	X	X	X	
China GB 11118.1-2011, L-HV	X	X	X	X	X		
DIN 51524-2 2017 06	X	X	X	X	X	X	X
DIN 51524-1 2017 06	X	X	X	X	X		
ISO 11158 (ISO 11158-2009)	X	X	X	X	X	X	X
ISO L-HV (ISO 11158-2009)	X	X	X	X	X		
JCMAS 1K VG32W			X				
JCMAS 1K VG66W				X			

Properties and Specifications

Property	15	22	32	46	68	100	150
Grade	ISO 15	ISO 22	ISO 32	ISO 46	ISO 68	ISO 100	ISO 150
Brookfield Viscosity @ -20 C, mPa.s, ASTM D2983			1070	1900	4050	10360	32600
Brookfield Viscosity @ -10 C, mPa.s, ASTM D2983		1660	3390	6790	16780	71400	445000

1-D

Mobil DTE 10 Excel™ Series

MSDS 1 of 3

Property	15	22	32	46	68	100	150
Brookfield Viscosity @ -40 C, mPa.s, ASTM D2983	2490	7120	20000	125000			
Copper Strip Corrosion, 3 h, 100 C, Rating, ASTM D130	1A	1A	1B	1B	1B	1B	1B
Density @ 15 C, kg/l, ASTM D4052	0.840	0.842	0.845	0.851	0.859	0.869	0.884
Dielectric Strength, kV, ASTM D877	39.3	38.3	39.1	38.2	39.2	37.3	37.4
FZG Scuffing, Fail Load Stage, A/B.3/90, ISO 14635-1(mwd)			12	12	12	12	12
Flash Point, Cleveland Open Cup, °C, ASTM D92	210	215	225	230	260	260	270
Foam, Sequence I, Tendency/Stability, ml, ASTM D892	20/0	20/0	20/0	30/0	30/0	30/0	30/0
Foam, Sequence II, Tendency/Stability, ml, ASTM D892	20/0	20/0	20/0	30/0	30/0	30/0	30/0
Foam, Sequence III, Tendency/Stability, ml, ASTM D892	20/0	20/0	20/0	30/0	30/0	30/0	30/0
Kinematic Viscosity @ 100 C, mm <sup>2</sup> /s, ASTM D445	3.9	5.0	6.5	8.4	10.9	11.0	17.2
Kinematic Viscosity @ 40 C, mm <sup>2</sup> /s, ASTM D445	15.0	22.0	31.5	45.7	66.9	97.0	149.0
Pour Point, °C, ASTM D97	-57	-54	-48	-45	-42	-40	-38
Shear Stability, Viscosity (100 C) Loss, %, CEC L-45-A-99	4	6	5	8	10	8	7
Viscosity Index, ASTM D2270	164	164	164	163	155	132	121

Health and Safety

Health and Safety recommendations for this product can be found on the Material Safety Data Sheet (MSDS) @ <http://www.mobil.com/psims/psims.aspx>

All trademarks used herein are trademarks or registered trademarks of Exxon Mobil Corporation or one of its subsidiaries unless indicated otherwise.

05-2023

Exxon Mobil Corporation

22777 Spring Woods Village Parkway  
Spring, TX 77389

1-800-4-A-MOBIL (227-6264)

Typical values are based on actual test results. Product performance may vary due to differences in test methods or to changes in test methods. © 2023 Exxon Mobil Corporation.

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**SPECIAL INSTRUCTIONS**

**SOURCE OF SUPPLY**

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

**ORIGIN OF SUPPLY**

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

**UPDATES & CURRENT INFORMATION**

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

**DOCUMENTATION REQUIRED**

7. Supplying is to provide following documentation at the time of inspection:-
  - a. Firm's Warranty/Guarantee on form "DPL-15".
  - b. OEM's "Certificate of Conformity" indicating following.
    - (1) OEM Name and Valid email address.
    - (2) Description of stores along with quantity.
    - (3) Part/ Pattern No of stores.
    - (4) Manufacturing identification (Name Address and Contact No).
    - (5) Date/ Period of Manufacturing.
    - (6) List of Serial Numbers or Batch Numbers or Lot Numbers as embossed/ engraved on the stores (as applicable)
    - (7) Details of Test Report (FATs/ OEM Lab Test Report) along with dates and tests conducted as applicable.
    - (8) Details of third party testing authority (if their services used).

- (9) List of safety/ regulatory standard (as applicable).
- (9) Conformance to standards/specifications quoted in the Contract.
- (10) Date/ Period of Manufacturing should not be older than one year at the time of delivery (In Case of machinery equipment/spares).

c. Import documents comprising "Lading/Airway Bill" or "Shipping Bill" and "Bill of Entry" duty endorsed with the name of Supplying Firm if the item is sourced from abroad by local supplier/authorized dealer of OEM.

8. Firm/Supplier shall provide correct and valid email and fax No. to CINS and DP(N). Supplier/contracting firm shall either provide OEM/conformance certificate to CINS or is to be emailed to CINS under intimation to DP(N). Hard copy to COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates shall be black listed. "OEM's certificate" of conformity "originating from principal" who is neither the OEM not the OEM's authorized dealer/agent/stockiest will not be acceptable.

### **INSPECTION**

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

10. Lab test charges will be borne by the contracting firm.

11. Contracted firm is to submit inspection challan to CINS for inspection through fastest mean such as electronic mail at CINS e-mail address i.e cins@paknavy.gob.pk and same is to be followed through registered mail to following CINS address:

**Chief Inspector of Naval Stores**  
6, Liaquat Barracks, Near Lucky Star  
Saddar, Karachi  
Ph: 021-48506119

- (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 procuracy”.
- (d) In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
  
- (e) Principal’s proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable Tender Covering Form

**Directorate of Procurement (Navy)**  
**Through Bahria Gate**  
**Near SNID Center, Naval Residential Complex, E-8, Islamabad**  
**Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section**

Tender No & Date \_\_\_\_\_  
Tender Description \_\_\_\_\_  
IT Opening Date \_\_\_\_\_  
Firm Name \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Email Address for Correspondence \_\_\_\_\_

**CEO Name \_\_\_\_\_ & CNIC \_\_\_\_\_ (Compulsory)**

Contact Person Name \_\_\_\_\_

Contact Number (Landline \_\_\_\_\_) (Mobile \_\_\_\_\_)

**Documents to be Attached with Quotation**

Firm is to submit its proposal in a sealed envelope which shall contain 03 x Sealed Envelops as per details given below:

<b>Sealed Envelop 1 – Technical Offer in Duplicate</b>			
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick ✓ against each to ensure that these documents have been attached:			
S No	Document	Original Set	Copy Set
1.	Bank Challan		
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted – without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP – 2 Form of IT with compliance remarks against each clause of the Annex A)		
6.	Technical Offer / Specs		
7.	Annex A of IT (with compliance remarks)		
8.	Annex B & C of IT (with compliance remarks)		
9.	DP-3 form of IT (dully filled & signed)		
10.	DGDP Registration Letter (If firm is registered with DGDP)		
11.	Tax Filling Proof		
<b><u>Sealed Envelop 2 – Earnest Money</u></b>			
This Envelop must contain Earnest Money only.			
<b><u>Sealed Envelop 3 – Commercial Offer</u></b>			
This Envelop must contain following documents:			
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 \_\_\_\_\_**



Tender No.....

Name of the Firm.....  
DGDP Registration No.....  
Mailing Address.....  
Date.....  
Telephone No. ....  
Official E-Mail.....  
Fax No .....  
Mobile No of contact person.....

To:

Directorate of Procurement (Navy)  
through Bahria Gate Near SNIDS  
Centre, CDA Market  
at Naval Residential Complex  
Sector E-8, Islamabad  
Tele : 051-9262310  
Email : dpn@paknavy.gov.pk

Dear Sir

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.

2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in Form No. DDP&I (Revised-2019) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender:

- a. ....
- b. ....
- c. ....

Yours faithfully,

.....  
(Signature of Tenderer)

.....  
(Capacity in which signing)

Address:.....

Date.....

Signature of Witness.....

ADDRESS.....

**DIRECTORATE PROCUREMENT (NAVY)**

Tender No.....  
 Directorate of Procurement (Navy)  
 through Bahria Gate Near SNIDS  
 Centre, CDA Market  
 at Naval Residential Complex  
 Sector E-8, Islamabad  
 Tele : 051-9262310  
 Email : dpn@paknavy.gov.pk

M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date \_\_\_\_\_

**INVITATION TO TENDER AND GENERAL INSTRUCTIONS**

Dear Sir / Madam,

1. DP (Navy) invites you to tender for the supply of stores/equipment/ services as per details given in attached Schedule to Tender (Form DP-2).

2. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 ([www.ppra.org.pk](http://www.ppra.org.pk)) and DPP&I-35 (Revised 2017) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

3. **Conditions Governing Contracts.** The ‘Contract’ made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the ‘Purchaser’ and the ‘Seller’ on Directorate General Defence Purchase (DGDP) contract Form “DP-19” in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2017) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

4. **Delivery of Tender.** The tender documents covering technical and commercial offers are to be furnished as under:-

Understood agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

a. **Commercial Offer.** The offer will be in **single** and indicate prices quoted in figures as well as in words in the currency mentioned in IT. It should be clearly marked in fact on a separate sealed envelope “Commercial Offer”, tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

b. **Technical Offer: (Where Applicable).** Should contain all relevant specifications in **DUPLICATE** (or as specified in IT) along with essential literature/brochure, drawings and compliance metrics in a separate sealed envelope and clearly marked “Technical Offer” without prices, with tender number and date of opening. Technical offer shall be opened first; half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:

Understood  
agreed

Understood  
not agreed



<b>S.No</b>	<b>Technical requirement as per IT</b>	<b>Firm's endorsement (Comply/ Partially Comply/ Non Comply)</b>	<b>Basis of C, PC of NC i.e. Refer to page or brochure</b>	<b>In case of non availability of enclosed proof from brochure/ Literature, quote/ attach additional documents/ data/undertaking as proof of compliance</b>

(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. **Special Instructions.** Tender documents and its conditions may 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  
agreed

Understood  
not agreed



d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and **two copies of the technical offer** as asked in the IT) and envelopes 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

Understood  
agreed

Understood  
not agreed



placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

e. **FORM DP-1, DP-2, DP-3 and Questionnaires.** Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/person. It is pertinent to mention that all these are essential requirement for participation in the tender. Understood agreed  Understood not agreed

f. The tender duly sealed will be addressed to the following:-

Directorate of Procurement (Navy)  
through Bahria Gate Near SNIDS  
Centre, CDA Market  
at Naval Residential Complex  
Sector E-8, Islamabad

5. **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. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9267412 well before the opening date / time. Understood agreed  Understood not agreed

6. **Tender Opening.** Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Understood agreed  Understood not agreed

7. **Validity of Offer.**

a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial / Financial Proposal offer or 30<sup>th</sup> Jun whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days or less as per original offer) i.a.w PPRA Rule-26. Understood agreed  Understood not agreed

b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount. Understood agreed  Understood not agreed

- |   |  |  |
|---|--|--|
| <p>8. <b><u>Part Bid.</u></b> Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.</p>   | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>9. <b><u>Quoting of Rates.</u></b> Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other 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).</p>   | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>10. <b><u>Return of I/T.</u></b> ITs are to be handled as per following guidelines:</p> <p>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.</p> <p>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.</p> <p>c. It is a standard practice to invite all firm(s) including those un-registered 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.</p> | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>11. <b><u>Withdrawal of Offer.</u></b> Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the 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.</p>   | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>12. <b><u>Provision of Documents in case of Contract.</u></b> In case any firm wins a contract, it will deposit following documents before award of contract:</p> <p>a. Proof of firm's financial capability.</p> <p>b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.</p> <p>c. Principal/Agency Agreement.</p> <p>d. Registration with DGDP (Provisional Registration is mandatory)</p>   | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>13. <b><u>Treasury Challan.</u></b></p> <p>a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government</p>  | <p>Attached</p> <p><input type="checkbox"/></p>              | <p>Not<br/>Attached</p> <p><input type="checkbox"/></p>          |

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

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

14. **Earnest Money/Tender Bond:-** Your tender must be accompanied by a **Call Deposit Receipt (CDR) in favor of CMA (DP)**, Rawalpindi for the following amounts:-

Attached

Not Attached



a. **Rates for Contract.** The rate of earnest money and its maximum ceiling 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. 0.500 Million.

(ii) **Registered/Pre-Qualified but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 01.00 Million.

b. **Return of Earnest Money**

(i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.

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

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

S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
c.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form
f.	Bank Statement for last one year.	Financial standing/audit balance sheet
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency	Agency Agreement in case of

	Agreement in case of local agent.	Trading House/ Exporter /Stockiest etc.	Company/
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16. **Inspection Authority.** CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms of the contract.

Understood  
agreed

Understood  
not agreed



17. **Condition of Stores.** Brand new stores will be accepted on Firm's Warranty/Guarantee Form DPL-15 enclosed with contract.

Understood  
agreed

Understood  
not agreed



18. **Documents Required.** Following documents are required to be submitted along with the quote:

Understood  
agreed

Understood  
not agreed

a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.



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.

(v) Any other expenditure/cost/service/remuneration as asked for in the tender.

19. **Rejection of Stores/Services.** The stores/services offered as a result of contract concluded against this tender may be rejected as follows:

Understood  
agreed

Understood  
not agreed

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.

20. **Security Deposit/Bank Guarantee** . To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedule Bank for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

Understood  
agreed

Understood  
not agreed



21. **Integrity Pact**. There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:

Understood  
agreed

Understood  
not agreed



a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at [www.ppra.org.pk](http://www.ppra.org.pk) or can be requested at [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)

Understood  
agreed

Understood  
not agreed



b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, **PERMANENT BLACKLISTING** of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan’s Code of Criminal Procedure.

Understood  
agreed

Understood  
not agreed



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: 051-9267412 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

Understood  
agreed

Understood  
not agreed



22. **Correspondence**. All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of

Understood  
agreed

Understood  
not agreed

delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).

23. **Pre-shipment Inspection.** PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

Understood agreed  Understood not agreed

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

Understood agreed  Understood not agreed

25. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood agreed  Understood not agreed

26. **Price Variation.**

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

b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.

Understood agreed  Understood not agreed

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

27. **Force Majeure.**

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

Understood agreed  Understood not agreed

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

Understood  
agreed

Understood  
not agreed

a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.

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

c. The arbitration award shall be firm and final.

d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration

e. All proceedings under this clause shall be conducted in English language and in writing

29. **Court of Jurisdiction.** In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.

30. **Liquidated Damages(LD).** Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DP-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.

Understood  
agreed

Understood  
not agreed

31. **Risk Purchase.** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.

32. **Compensation Breach of Contract.** If the contractor fails to 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.

Understood  
agreed

Understood  
not agreed



33. **Gratuities/Commission/Gifts.** No commission, rebate, bonus, fee or 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.

Understood  
agreed

Understood  
not agreed



34. **Termination of Contract.**

a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

Understood  
agreed

Understood  
not agreed



b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:

(i) To have any part thereof completed and take the delivery thereof at the contract price or.

(ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.

(iii) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the



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

- |   |   |   |
|---|---|---|
| <p>35. <b><u>Rights Reserved.</u></b> Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).</p>   | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>36. <b><u>Secrecy/Non-Disclosure Agreement (NDA).</u></b> The Supplier shall undertake as per attached Annex-C, that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) to receive it. Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the Supplier.</p>   | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>37. <b><u>Acknowledgment.</u></b> Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. <a href="http://WWW.PPRA.ORG.PK">WWW.PPRA.ORG.PK</a></p>  | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |
| <p>38. <b><u>Disqualification.</u></b> Offers are liable to be rejected if:-</p>  |   |   |
| <p>a. Received later than appointed/fixed date and time.</p> <p>b. Offers are found conditional or incomplete in any respect.</p> <p>c. There is any deviation from the General /Special/Technical Instructions contained in this tender.</p> <p>d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.</p> <p>d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.</p> <p>e. Treasury challan is NOT attached with the offer.</p> <p>f. Multiple rates are quoted against one item.</p> <p>g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.</p> <p>j. Subject to restriction of export license.</p> <p>k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.</p> <p>l. If the validity of the agency agreement is expired.</p> <p>m. The commercial offer against FOB/CIF/C&amp;F tender is quoted in local currency and vice versa.</p> <p>n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.</p> <p>p. Earnest money is not provided.</p> <p>q. Earnest Money is not provided with the technical offer (or as specified).</p> <p>r. If validity of offer is not quoted as required in IT or made subject to confirmation later.</p> <p>s. Offer made through Fax/E-mail/Cable/Telex.</p> <p>t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.</p> | <p>Understood<br/>agreed</p> <input type="checkbox"/> | <p>Understood<br/>not agreed</p> <input type="checkbox"/> |

- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.

39. **Appeals by Supplier/Firm.** Any aggrieved Supplier/Firm against the decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

Understood agreed  Understood not agreed

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 39 above shall not be entertained.

Understood agreed  Understood 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 can be found on DGDP website [www.dgdp.gov.pk](http://www.dgdp.gov.pk). These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

Understood agreed  Understood not agreed

42. Firms which are not registered with DGDP should initiate provisional registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:

Understood agreed  Understood not agreed

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

- v. Company Profile/Broachers
- w. Employees List
- 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

43. We solemnly undertake that all IT clauses marked as "Understood & Agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract negotiations.

Understood  
agreed

Understood  
not agreed



44. The above terms and conditions are confirmed in total for acceptance.

45. Format 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 01 Year 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 \_\_\_\_\_  
(vi) Amount of Guarantee Rs. \_\_\_\_\_  
( \_\_\_\_\_ )  
(in words)  
(vii) Date of expire of Guarantee \_\_\_\_\_

**To: The President of Islamic Republic of Pakistan through the  
Controller of Military Accounts (Defence Purchase) Rawalpindi.**

Sir,

1. Whereas your good self have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ with Messer's \_\_\_\_\_  
\_\_\_\_\_

(Full Name and Address)

hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs. \_\_\_\_\_  
Rupees/FE (as applicable) \_\_\_\_\_

2. In compliance with this stipulation of the contract, we hereby agree and undertake as under: -

a. To pay to you unconditionally on demand and/or without any reference to our Customer and amount not exceeding the sum or Rs. \_\_\_\_\_ Rupees or FE (as applicable) \_\_\_\_\_ as would be mentioned in your written Demand Notice.

b. To keep this Guarantee in force till \_\_\_\_\_.

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our Customer i.e. M/s \_\_\_\_\_ or from your office. Claim, if any must be duly received by us on or before this day. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.

e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor.

g. That this an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our Customer/Seller or Vendor.

**Guarantor**

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bank Seal and Signatures)

**UNDERTAKING / NON – DISCLOSURE CERTIFICATE**

I \_\_\_\_\_  
(Name & Appointment)

On behalf of \_\_\_\_\_  
(Name for firm / Contractor)

\_\_\_\_\_  
(With address and Telephone number)

2. Do hereby submit an under taking to abide by the provision of Official Secrets Act 1923 and conditions hereinafter contained. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate ceasing of further interaction and meetings.

Sig \_\_\_\_\_  
Status/  
Appointment \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_

1. Signature of witness \_\_\_\_\_  
Name (in block capital) \_\_\_\_\_  
CNIC No \_\_\_\_\_  
(Please attach photocopy)  
Address \_\_\_\_\_  
\_\_\_\_\_

Seal & Date

2. Signature of witness \_\_\_\_\_  
Name(in block capital) \_\_\_\_\_  
CNIC No \_\_\_\_\_  
(Please attach photocopy)  
Address \_\_\_\_\_  
\_\_\_\_\_

Seal & Date

**NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY**

**IMPORTANT**

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

1. Name : \_\_\_\_\_
2. Father's Name : \_\_\_\_\_
3. Address (Residential) : \_\_\_\_\_
4. Designation in Firm : \_\_\_\_\_
5. CNIC : \_\_\_\_\_  
(Attach Copy of CNIC)
6. NTN : \_\_\_\_\_  
(Attach Copy of NTN)
7. Firm's Address : \_\_\_\_\_
8. Date of Establishment of Firm : \_\_\_\_\_
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.  
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).

(Kindly fill in the above form and forward it under your own letter head with contact details)



**CHECK OFF LIST**

Tender Control No:   340  

Firm Name:   M/s  

Opening Date:                     

Documents Attached	Yes
Technical offer in duplicate	
Commercial offer	
Technical Specs	
Earnest Money (Original+ Copy )	
Bank Challan	
DP-1 Form	
DP-2 Form	
DP-3 Form	
Tax Filling Proof	
DGDP Registration Letter	
Authorization Letter	
Principal Invoice	

Sig