

#### INVITATION TO TENDER FORM

- 1. Schedule to Tender No <u>2414112/B-2503/340379 DATED // Mar 25</u>. This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>16 April 25</u>. Please drop tender in the Tender Box No <u>204</u>.
- 2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped.

## Schedule of Stores

S. NO	DETAIL OF STORES	QTY/ UNIT	UNIT	TOTAL
	CLASS AND GROUP NO. 8010			
1.	NSN NO. 8010-99-391-0953 PART NO. INTERSHIELD 851	2,500 Liter	Pound £	Pound £
	EPOXY COATING KIT BS 381C640: COURSE TEXTURE NON SKID FINISH:			
	PARENT EQUIPMENT:			
	EXTERNAL DECK PNFT ADA 172 UK			
	PACKING			
	(COMPONENT A = 10 LITER + COMPONENT B = 2.50 LITER)			
	<u>OEM</u>			
	M/S AKZONOBEL INTERNATIONAL PAINTS			
	COUNTY OF ORIGIN : IMPORTED			
	PARTIAL SUPPLY IN 02 EQUAL BATCHES			
	1 <sup>ST</sup> BATCH = WITHIN 03 MONTHS OF CONTRACT. 2 <sup>ND</sup> BATCH = AFTER 06 MONTHS OF DELIVERY OF 1 <sup>ST</sup> BATCH.			

#### NOTE:

- OEM certified fresh manufactured paints to be accepted against supplier warranty / guarantee on form DPL-15.
- OEM conformity certificate / lab analysis report (with special mention of batch No) to be provided at the time of supply of paint.
- Stores to be packed in OEM original sealed packing.
- Product technical specification safely data sheet handling storage and application, instruction in detail to be provided at the time of supply.
- Store should have minimum 85% of shelf life remaining at the time of delivery.
- Flash point and highly inflammable to be marked on each tin/drum alongwith Batch No / lot to be marked on each drum / Tin.
- Firm is provide following documentation:
  - a. Firm warranty / guarantee on form DPL-15 for functionality / serviceability of the item.
  - DEM's (M/s International Paint Ltd) certificate of conformity indicating following:
    - (i) NSN / Part no. description & quantity of stores.
    - (ii) List of serial number and batch numbers or lot numbers as embossed/ engraved on the stores.
    - (iii) Date/ Period of manufacturer.
    - (iv) Conformance to standards / specifications quoted in the I.T.
  - OEM test certificates / COA(with special mention of batch number).
  - Marking on the package must be legible. Packing of fragile stores to be marked with appropriate international symbol.
- Partial supply in 02 Equal Batches.
  - 1st Batch = within 03 months of contract.
  - 2<sup>nd</sup> Bathc = after 06 months of delivery of 1<sup>st</sup> Batch.
- 9. 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 the OEM. Companies/firm rendering false OEM conformance certificates will be black listed.
- Joint Inspection is to be carried out by rep of CINS, End User and Consignee.
- Marking on the package as per specs NS/MISC/002/80 must be legible. Packing of fragile stores to be marked with appropriate international symbols.

#### KPT/PORT/WHARFAGE/ALLIED CHARGES

All port & dock charges will be paid at actual (if applicable) by supply officer. PN Embarkation Headquarters, West Wharf Road, Karachi on submission of their bills duly verified by commanding officer PN EHQ in Pak Currency.

- Quoted value must be in Pound £ 13.
- 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.
- Original technical offer on firm's letter head pad along with authorization letter, agency agreement, principal invoice proforma, DP-1, DP-2 & DP-3 duly signed and stamped on each page are required in duplicate.

All taxes, duties and import/export license fees payable in Supplier's country or any other EURO € country en-route shipment other than Pakistan shall be paid by supplier.

#### Terms & Conditions

1.	Special Instructions	Attached
2.	Terms of Payment.	80% on of shipment of stores and 20% on issuance of CRV.
3.	Origin of Stores.	Imported (To be indicated in Technical Offer)
4.	Origin of OEM.	Imported (To be indicated in Technical Offer)
5.	Technical Scrutiny Report.	Required.
6.	Delivery Period.	06 Months after opening of LC.
7.	Currency.	Pound £
8.	Basis for acceptance.	FOB.
9.	<u>Bid Validity</u> .	The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial / 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.	Joint Inspection will be carried out by rep of CINS consignee and end user at depot.
11.	Tendering procedure	Single stage - Two Envelop bidding procedure will

be followed as per PPRA Rule 36 (b).

,12.

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:-

## PRE-QUALIFIED / REGISTERED / INDEXED FIRMS.

(a) 2% of the quoted value subject to maximum ceiling of Rs. 0.5 Million.

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

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

## NON PRE QUALIFIED / UN-REGISTERED 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.

- 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.
- DP-2 Form shall also be submitted with Technical Offer without mentioning of prices.
- 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.

#### SPECIAL INSTRUCTIONS

#### SOURCE OF SUPPLY

- 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.
- 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
  - Name of the authorized dealer/agent/stockist
  - c. Last date/duration/period for validity of dealership
- Supplying firm in its "Offer/Quotation" is to provide OEM's contact (address, e-mail address, phone, fax and website etc). Moreover, valid e-mail address and fax no. of OEM / Manufacturer is to be clearly listed in the final contract.

#### 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

- Supplying is to provide following documentation at the time of inspection:-
  - Firm's Warranty/Guarantee on form "DPL-15".
  - DEM's "Certificate of Conformity" indicating following.
    - OEM Name and Valid email address.
    - 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, 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).

- (10) Conformance to standards/specifications quoted in the contract.
- (11) 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

- 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.
- 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 <u>cins@paknavy.gov.pk</u> and same is to be followed through registered mail to following CINS address:

Chie Inspector of naval Stores

6, Liaquat barracks, Near Lucky Star Saddar

Karachi

PH: 021-48506119

#### **Directorate of Procurement (Navy)**

#### Through Bahria Gate

Near SNID Center, Naval Residential Complex, E-8, Islamabad Contact: P-34(Pre) 051-9262310, Bahria Gate 0331-5540649, For General Queries (0900-1300 hrs) - 051-9262306

Tender N	lo & Date			<del></del>
Tender D	Description			
IT Openi	ng Date			
Firm Nar	ne			
Postal A	ddress			<del></del>
Email Ad	dress for Correspondence			<del></del>
	me& CNIC_		(Comp	 ulsorv)
Contact I	Person Name			<b>,</b>
	Number (Landline)		 B	)
	nts to be Attached with Quotation	(		/
	submit its proposal in a sealed envelope which	shall	contain 03 x Sea	aled
	s as per details given below:	Silali	contain oo x oct	aica
Livelops	s as per details given below.			
Sealed	Envelop 1 – Technical Offer in Duplicate			
This en	velope must contain 02 x sets of Technical Offe	r (01 x	Original + 01 x	Copy). Each
	st contain following documents as per this order	•	•	
	each to ensure that these documents have bee		• •	
S No	Document		Original Set	Copy Set
1.	Bank Challan		ongina oo	
2.	Principal Authorization Letter (where applicable	e)		
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 ag	ainst		
	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)	مادن		
10.	DGDP Registration Letter (If firm is registered DGDP)	WITN		
11.	Tax Filling Proof			
	Envelop 2 – Earnest Money			
<u>ocuica</u>	This Envelop must contain Earnest Money only	/		
Sealed	Envelop 3 – Commercial Offer	· ·		
	This Envelop must contain following document	s:		
1.	Firm's Commercial Offer		Original	
2.	Principal Invoice (where applicable)		Original	
3.	Dully filled DP-2 Form of IT		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	d Signatures	<b>;</b>

## Directorate of Procurement (Navy)

#### Through Bahria Gate

## Near SNID Center, Naval Residential Complex, E-8, Islamabad

Contact: P-34(Pre) 051-9262310, Bahria Gate 0331-5540649, For General Queries (0900-1300 hrs) - 051-9262306

Email: dpn@paknavy.gov.pk

#### **TENDER SUMMARY**

Tender N	No & Date:		
i ender L	Description:		
Technica	al Opening Date:		<u>_</u>
Commer	cial Opening Date:		
Technic	al Opening Details		
100111110	di Opennig Detans		
S No	Name of the Cumplion	OEM	Quoted Model
2 140	Name of the Supplier	OEIVI	Quotea Model

		<u>DP-3</u>	1
Tende	er No	Name of the Firm.  DGDP Registration No.  Mailing Address.  Date.  Telephone No.  Official E-Mail.  Fax No.  Mobile No of contact person.	
То:	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		
sched of ten remai and the	We hereby offer to supply to the Director dule to the tender inquiry or such portion der at the prices offered against the said in valid up to 120 days and will not be the conditions already stated therein or condition of acceptance to be dispatched	thereof as you may specify in the a schedule and further agree that the withdrawn or altered in terms of ra on before this date. I/we shall be b	acceptance nis offer will ates quoted
Control Part Condition and/or stores	Ve have understood the Instructions to act in Form No. DDP&I (Revised-2019) in akistan, Ministry of Defence (Director itions Governing Contracts" and have the partierns quoted in the schedule heret is required and my/our offer is to supplements.	ncluded in the pamphlet entitled, Grate General Defence Purchase roughly examined the specification or and am/are fully aware of the na	Government ) "General as/drawings ature of the
3. Th	e following pages have been added to ar	nd form part of this tender:	
b.			
		Yours faithfully,	
		(Signature of Tenderer)	
		(Capacity in which signing) Address: Date	

Signature of Witness.....

Address.....

## **DIRECTORATE PROCUREMENT (NAVY)**

		Tender No		
M/s				
	Date			
INVITATION TO TENDER AND GE	ENERAL IN	STRUCTIONS		
Dear Sir / Madam,  1. DP (Navy) invites you to services as per details given in attached.		the supply of stores/equipment/dule to Tender (Form DP-2).		
2. <u>Caution</u> : This tender and the successful bidder is governed by Rules-2004 and DPP&I (Revised 2 contracts laid down by MoDP / DGI you and your firm to first act (www.ppra.org.pk) and DPP&I-35 from DGDP Registration Cell on Pl the tender. If your firm / company procapability, you must be registered award of contract, which shall be made required registration documents me	by the rules 2019) cove DP. As a pocquaint you (Revised 2 hone No. 0 bossesses or willing to nade after s	ring general terms & conditions of otential bidder, it is incumbent upon burself with PPRA Rules 2004 017) (print copy may be obtained 51-9270967 before participating in requisite technical as well financial or register with DGDP to qualify for security clearance and provision of		
I/T (Invitation to Tender) i.a.w PF entered into between the partie Directorate General Defence Pu accordance with the law of contractions.	PRA Rules is i.e. the created	GDP) contract Form "DP-19" in 2 and those contained in Defence 5 (Revised 2017) and other special	Understood agreed	Understoo not agreed
4. <b>Delivery of Tender.</b> The commercial offers are to be furnished		ocuments covering technical and ::-	Understood agreed	Understoo not agreed

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

S.No	Technical requirement per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	i.e. Refer to page or	availability of enclosed proof

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

c. 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.	

d. Firms shall submit their offers in two separate envelopes (i.e. one unders copy of commercial offer and **two 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

Understood agreed	Understood not agreed
Understood	Understood

Understood

not agreed

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. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understood e. agreed not agreed (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. f. The tender duly sealed will be addressed to the following:-Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8. Islamabad Date and Time For Receipt of Tender. Tender must reach this office by Understood Understood not agreed 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. **Tender Opening.** Tenders will be opened as mentioned in the schedule to Understood Understood not agreed 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. Validity of Offer. The validity period of quotations must be indicated and should Understood Understood not agreed 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. The quoting firm will certify that in case of an additional Understood Understood agreed not agreed 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

5.

6.

7.

at the ongoing contract rates with discount.

stores accept		inderstood greed	Understood not agreed
trick of right to Securi	Quoting of Rates. Only one rate will be quoted for entire quantity, item In case quoted rates are deliberately kept hidden or lumped together to ther competitors for winning contract as lowest bidder, DP(N) reserves the preject such offers on-spot besides confiscating firm's Earnest Money / Bid ty and take appropriate disciplinary action. Conversion rate of FE/LC onents will be considered w.e.f. opening of commercial offer as per PPRA 80(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	Understood agreed	Understood not agreed
	from our future distribution list of invitation to tender.		
	b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores	Understood agreed	Understood not agreed
	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.	Understood agreed	Understood not agreed
case to	<u>Withdrawal of Offer</u> . Firms shall not withdraw their commercial before signing of the contract and within validity period of their offers. In the firm withdraws its offer within validity period and before signing of the ct, Earnest Money of the firm shall be confiscated and disciplinary action lso be initiated for embargo up to 01 year.	Understood agreed	Understood not agreed
12. wins a	<u>Provision of Documents in case of Contract</u> . In case any firm contract, it will deposit following documents before award of contract:	Understood agreed	Understood not agreed
	<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	Attached	Not Attached

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. <b>Earnest Money/Tender Bond:-</b> Your tender must be accompanied by a	Attached	Not
Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following		Attached
amounts:-		

- a. <u>Rates for Contract</u>. 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) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 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.** <u>Documents for provisional registration:</u> 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/ C Exporter /Stockiest etc.	ompany/
inspec	onsigne	e & Specialist User or a team nomin Il be as prescribed in DP-35 and PF	•	S agreed not agreed
		on of Stores.  Brand new store antee Form DPL-15 enclosed with c	es will be accepted on Firn	n's Understood Understood agreed not agreed
18. submit		ents Required. Following docug with the quote:	ments are required to	be Understood Understood agreed not agreed
		DEM/Authorized Dealer/Agent Co	ertificate along with OE	EM
	to CINS Conform intimation through of Confo	The firm/supplier shall provide corrects and DP(N). Supplier/contracting nance Certificate to CINS or is to on to DP (Navy). Hard copy of Courier. On receipt, CINS shall apportunity approximance Certificates issued by OEM Conforming Certificates will be be	firm shall either provide OE be e-mailed to CINS und COC must follow in any ca proach the OEM for verificati M. Companies/firms renderi	EM der se on
	c. C	Original quotation/Principal/OEM prof	forma invoice.	
	in the b	n case of bulk proforma invoice, a cult ulk proforma invoice have not been forma invoice from the manufacture	n decreased since the date	
	e. S	Submit breakup of cost of stores/serv	vices on the following lines:	
	() () () ()	mport duties. i) Variable business overheads y the federal/provincial government (1) General Sales Tax (2) Income Tax	like taxes and duties impos as applicable:-  de along with photocopy of t where applicable.  abour, electricity etc.	ed he

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

a. 1<sup>st</sup> rejection on Govt. expense

Understood not agreed

<ul> <li>b. 2<sup>nd</sup> rejection on supplier expense</li> <li>c. 3<sup>rd</sup> rejection contract cancellation will be initiated.</li> </ul>		
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. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict	Understood agreed	Understood not agreed
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpn@paknavy.gov.pk	Understood 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, <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.	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. <u>Correspondence.</u> 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

with copy endorsed to the DP (Navy). 23. Pre-shipment Inspection. PN may send a team of officers including Understood Understood not agreed 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. 24. Amendment to Contract. Contract may be amended/modified to include Understood Understood agreed not agreed 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. 25. The consignee will render a discrepancy report to all Understood Discrepancy. Understood not agreed 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. 26. **Price Variation.** a. Prices offered against this tender are to be firm and final. Where the prices of the contracted stores/raw material are Understood b. Understood controlled by the government or an agency competent to do so on agreed not agreed 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. Except for calculation or typographical errors, the rates of the C. 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. The supplier will not be held responsible for any delay occurring in Understood Understood supply of equipment due to event of Force Majeure such as acts of God, not agreed 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 timeframe about the discontinuation same

circumstances/happening in writing. Non-availability of raw material for the

delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively

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	Understood	Understoo
under this contract through friendly discussions in good faith. In the event that	agreed	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. <u>Court of Jurisdiction</u>. In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.

30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month	Understood	Understo
are liable to be imposed on the suppliers by the purchaser in accordance with	agreed	not agree
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.		

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. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE	Understood agreed	Understood not agreed
or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.		
33. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant 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. <u>Termination of Contract.</u>		
a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the 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.

35. <u>Rights Reserved.</u> Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest.	Understood agreed	Understood not agreed
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).		
36. <u>Secrecy/Non-Disclosure Agreement (NDA)</u> . 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	Understood agreed	Understood not agreed
Official Secrets Act, 1923 in addition to termination of the contract at the risk of the Supplier.		
37. <b>Acknowledgment.</b> Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. <u>www.ppra.org.pk</u>	Understood agreed	Understood not agreed
38. <u>Disqualification.</u> 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
<ul><li>c. There is any deviation from the General /Special/Technical Instructions contained in this tender.</li><li>d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are</li></ul>		
NOT received with the offers.  d. Taxes and duties, freight/transportation and insurance charges  NOT indicated separately as per required price breakdown mentioned at		
Para 17. e. Treasury challan is NOT attached with the offer. f. Multiple rates are quoted against one item.		
g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.		
<ul> <li>j. Subject to restriction of export license.</li> <li>k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.</li> </ul>		
<ul> <li>If the validity of the agency agreement is expired.</li> <li>m. The commercial offer against FOB/CIF/C&amp;F tender is quoted in local currency and vice versa.</li> </ul>		
n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.		
<ul> <li>p. Earnest money is not provided.</li> <li>q. Earnest Money is not provided with the technical offer (or as specified).</li> </ul>		
r. If validity of offer is not quoted as required in IT or made subject to confirmation later. s. Offer made through Fax/E-mail/Cable/Telex.		
J. OHU HIAGU HIIUGUH I AN E∃HAH/UADIG/ I GIGA.		

If offer is found to be based on cartel action in connivance with

other sources/ participants of the tender.

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

39. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the	Understood not agreed
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)	not agreed
comprising PN Officers and military finance rep at Naval headquarters,	
Islamabad. The detail and timeline for preferring appeals is given below:	

S.No.	Category of Appeal	Limitation Period
a.	Appeals for liquidated damages	Within 30 days of decision
b.	Appeals for reinstatement of contracts	Within 30 days of decision
C.	Appeals for risk & expense amount	Within 30 days of decision
d.	Appeals for rejection of stores	Within 30 days of decision
e.	Appeals in all other Cases	Within 30 days of decision

	d.	Appeals for rejection of stores	Within 30 days of decision		
	e.	Appeals in all other Cases	Within 30 days of decision		
		ion. Any appeal received after the lapse not be entertained.	of timelines given in para	Understood agreed	Understood not agreed
underta	ake to a	ms not Registered with DGDP. Firms apply for registration with DGDP prior sign	gning of Contract. Details	Understood agreed	Understood not agreed
tender	iaw par	on DGDP website <u>www.dgdp.gov.pk</u> .The as 12 and 14 above and provision of doc s of the firm alongwith NTN and GST regis	umentary proof regarding		
		which are not registered with DGDP saccordance with Para 41. Besides, groun	•	Understood agreed	Understood not agreed
tender	after te	II be made for security clearance relate chnical opening. Firms undertake to prock by FS Team:	•		

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

	v. w. x. y. z. aa. ab. ac. ad.	Company Profile/Broacher Employees List Firm Categories Sole Proprietor Certificate Partnership Deed Pvt Limited Memorandum of Articles Form 29 and Form A Incorporation Certificate	rs		
_	d" shal	I not be changed / withdraw		Understood agreed	Understoo not agreed
44.	The al	oove terms and conditions a	are confirmed in total for acceptance.		
45.	Forma	t 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)		
(iii)		or
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
(vi)	Amount of Guarantee Rs.	
(		(in words)
(vii)	Date of expire of Guarant	`
		nic Republic of Pakistan through the s (Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self h	ave entered into Contract No.
	with Messer's	
	(Full Name	and Address)
Rupe 2.	ees/FE (as In compliance with this sti	a sum of Rsapplicable) pulation of the contract, we hereby agree
and (	undertake as under: -	
		tionally on demand and/or without any amount not exceeding the sum or RsRupees or FE (as applicable) as would be mentioned in your
writte	en Demand Notice.	as weard so memberiod in your
b.	To keep this Guarantee in	force till
store Custer if and unde the I there recei	ahead of the original/extends which so ever is later in comer i.e. M/sy must be duly received bur this Bank Guarantee shall ast date of the validity of eafter shall not be entertained pt of payment under this	Bank Guarantee shall be kept one clear ded delivery period or the warrantee of the duration on receipt of information from our or from your office. Claim, y us on or before this day. Our liability cease on the closing of banking hours on f this Bank Guarantee. Claim received ded by whether you suffer a loss or not. On s guarantee, this document i.e. Bank celled, discharged and returned to us.

d. That we shall inform your office r of this Bank Guarantee one clear monthis Guarantee.	
e. That with the consent of our cuterm/clause of the contract or add/de contract without making any reference to receive any such amendment/altern such like actions do not increase our Guarantee which shall be limited only	elete any term/clause to/from this to us. We do not reserve any right ation or addition/deletion provided monetary liability under this Bank y to Rs (Rupees
f. That the Bank Guarantee herein by any change in the constitution of Vendor.	before given shall not be affected the Bank or Customer/Seller or
g. That this an unconditional Barenchased on sight on presentation Customer/Seller or Vendor.	
	Guarantor
Dated:	
	(Bank Seal and Signatures)

## <u>UNDERTAKING / NON – DISCLOSURE CERTIFICATE</u>

l		
	(Name &	Appointment)
On b	pehalf of	
	(Name for firm / 0	Contractor)
	(With address and Tel	ephone number)
prov pena	Do hereby submit an under taking rets Act 1923 and conditions hereixisions on my part or any employee calty under law, will render immediate stings.	nafter contained. Breach of these of the firm, in addition to any othe
		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, 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)	
	Firm's Address :	
8.	Date of Establishment of Firm :	
9.	Firm's Registration Certificate with FBR/Chamber of Cor (Attach Copy of relevant CERTIFICATE)	mmerce/Registrar of Companies
10.	In case PARTNERSHIP (Attach particulars at serial 1,2	2,3,4,5 and 6 of each partner).
(K	andly fill in the above form and forward it under your own	letter head with contact details)

CHECK OFF LIST		
Tender Control No: <u>340</u>		
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		