

Directorate of Procurement (Navy)

Through Bahira Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262304

Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

P- 31/FOR Section (Contact: 0519267411, 05120062059, Email: adpn31pre@paknavy.gov.pk)

Tender No & Date _____

Tender Description _____

IT Opening Date _____

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

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:

<u>Sealed Envelop 1 – Technical Offer in Duplicate</u>			
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		
12.	CEO Name & CNIC		
13.	Imported with OEM CoC (Certificate of Conformance) compatible to preferred makes given in of Annex A. OEM to be clearly mentioned)		
14.	Country of Origin (Must be mentioned)		
<u>Sealed Envelop 2 – Earnest Money:</u> This Envelop must contain Earnest Money only.			
<u>Sealed Envelop 3 – Commercial Offer:</u> 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 _____

DIRECTORATE PROCUREMENT (NAVY)**Directorate of Procurement (Navy)**

Through Bahira Gate

Near SNIDS Centre,

Naval Residential Complex E-8

ISLAMABAD

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Bahria Gate: 0331-5540649

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Email: dpn@paknavy.gov.pkAdpn31pre@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-35 (Revised 2017) 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) 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.

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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.

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

a. **Commercial Offer.** The commercial offer will be in **single copy** 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

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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:

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

(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.

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d. Firms shall submit their offers in two separate envelopes (**i.e. one copy** of commercial offer and **two copies** of the technical offers 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 of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

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<p>e. <u>FORM DP-1, DP-2, DP-3 and Questionnaires.</u> Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the technical 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.</p>	<p>Understood agreed</p> <p><input type="checkbox"/></p>	<p>Understood not agreed</p> <p><input type="checkbox"/></p>
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f. The tender duly sealed will be addressed to the following:-

Directorate of Procurement (Navy)
 Through Bahira Gate
 Near SNIDS Centre,
 Naval Residential Complex E-8
 ISLAMABAD
 Contact: Reception: 051-9262311
 Bahria Gate: 0331-5540649
 Section: 051-9262304
 Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

<p>5. <u>Date and Time For Receipt of Tender.</u> 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 051-9271468 well before the opening date / time.</p>	<p>Understood agreed</p> <p><input type="checkbox"/></p>	<p>Understood not agreed</p> <p><input type="checkbox"/></p>
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<p>6. <u>Tender Opening.</u> Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offers 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.</p>	<p>Understood agreed</p> <p><input type="checkbox"/></p>	<p>Understood not agreed</p> <p><input type="checkbox"/></p>
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7. **Validity of Offer.**

<p>a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Commercial / Financial Proposal or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.</p>	<p>Understood agreed</p> <p><input type="checkbox"/></p>	<p>Understood not agreed</p> <p><input type="checkbox"/></p>
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<p>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.</p>	<p>Understood agreed</p> <p><input type="checkbox"/></p>	<p>Understood not agreed</p> <p><input type="checkbox"/></p>
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8. **Part Bid.** 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.

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9. **Quoting of Rates.** 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).

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10. **Return of I/T.** ITs are to be handled as per following guidelines:

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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.

b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.

c. It is a standard practice to invite all firm(s) including those 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.

11. **Withdrawal of Offer.** 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.

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12. **Provision of Documents in case of Contract.** In case any firm wins a contract, it will deposit following documents before award of contract:

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- a. Proof of firm's financial capability.
- b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
- c. Principal/Agency Agreement.
- d. Registration with DGDP (Provisional Registration is mandatory)

13. **Treasury Challan.**

a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.

Attached

Not
Attached

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

14. **Earnest Money/Tender Bond:-** Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer. 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. **Submitting improper Earnest Money.** Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.

b. **Rates for Contract.** The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-

(i) **Registered/Indexed/Pre-Qualified Firms.** 2% of the quoted value subject to maximum ceiling of Rs. 0.500 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. 1.000 Million.

c. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

d. **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:-

Understood agreed

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S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
c.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form

f.	Bank Statement for last one year.	Financial standing/audit balance sheet
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

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.

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. 1st rejection on Govt. expense

b. 2nd rejection on supplier expense

c. 3rd 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 in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of 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.

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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:

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

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

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

22. **Correspondence.** All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).

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| <p>23. <u>Pre-shipment Inspection.</u> PN may send a team of officers including DP(N) member for the inspection of major equipment's 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.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>24. <u>Amendment to Contract.</u> 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.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>25. <u>Discrepancy.</u> The consignee will render a discrepancy report 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.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>26. <u>Price Variation.</u></p> | | |
| <p>a. Prices offered against this tender are to be firm and final.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <p>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.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>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.</p> | | |
| <p>27. <u>Force Majeure.</u></p> | | |
| <p>a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>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.</p> | | |

- 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:

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- 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.

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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.

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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.

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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

Understood agreed Understood not agreed

rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

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

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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.

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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. **Rights Reserved.** 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).

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36. **Application of Official Secrets Act, 1923.** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

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Understood
not agreed

37. **Acknowledgment.** Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e.

WWW.PPRA.ORG.PK

Understood
agreed

Understood
not agreed

38. **Disqualification.** Offers are liable to be rejected if:-

- a. Received later than appointed/fixed date and time.
- b. Offers are found conditional or incomplete in any respect.
- c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
- d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the **technical** offer.
- 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 technical 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.
- j. Subject to restriction of export license.
- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
- l. If the authorization letter/ agency/ dealership/ distribution agreement is not attached or if the validity of the same is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.
- q. Earnest Money is not provided with the technical offer (or as specified).
- 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.
- t. 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.

Understood
agreed

Understood
not agreed

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. **SECRECY / NON DISCLOSURE AGREEMENT (NDA)**
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 gency not authorized by DP(N) to receive it. Any breach of it shall be punishable underthe Official Secrets Act, 1923 in addition to termination of the contract at the risk of the supplier. Understood
agreed Understood
not agreed

42. **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.These firms can participate in tender i.a.w paras 12 and 14 above and provision of documentary proof regarding financial status of the firm along with NTN and GST registration copies. Understood
agreed Understood
not agreed

43. 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

44. 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

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

46. 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)

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

Mr _____ Authorized signatory/
Partner/MD of M/s _____, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry
of Defence Production, Rawalpindi that our firm M/s _____
has applied for registration with Director General Defence Purchase (DGDP) duly
completed all the documents required by registration section on _____
(date) i.e before signing the contract. I certify that the above mentioned
statement is correct. In case it is detected on any stage that our firm has not
applied for registration with Director General Defence Purchase or statement
given above is incorrect, our firm will be liable for disciplinary action initiated (i.e
debaring, the firm do business with other Defence Establishment and Govt
Agencies). I also accept that any disciplinary action taken will not be challenged
in any Court of Law.

Station: _____ Signature _____
Date: _____ Name : _____
Appointment in Firm _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2428023/R-2409/310021** dated **19-08-24**. This tender will be closed for Acceptance at **1030** Hours and will be opened at **1100** Hours on. **10-12-2024** Please drop tender in the Tender Box No **201**.

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

3. you are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	NSN No: 6730-79-520-3128 FULL HIGH DEFINITION (FHD) MULTIMEDIA PROJECTOR <u>SPECIFICATION:</u> AS PER ANNEX 'A'	01		
Above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes		No
	Grand Total			

Terms & Conditions

- Special Instructions:** Attached Special Instructions.
- Terms of Payment.** Delivery of Store 100 % Payment after issuance of CRV after successful acceptance/inspection of Stores.
- Origin of Stores.** To be indicated by firm.
- Origin of OEM.** To be indicated by firm.
- Technical Scrutiny Report.** Required.
- Delivery Period.** 03 Months
- Currency.** Pak Rupees
- Basis for acceptance.** FOR / DDP Karachi Basis
- 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 or 30th June whichever is later.** Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.

10. **Tendering procedure** **Single Stage- Two Envelope** bidding procedure will be followed. PPRA Rule 36 refers.

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

a. **Rates for Contract.** The rate of earnest money and its maximum 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. 1.00 Million.

b. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

c. **Return of Earnest Money**

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

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

12. **Special Note.**

All Participating firms must submit technical offers in duplicate (one for TSR committee and one for DP (Navy) record).

a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.

b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.

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

d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on active Taxpayers List (ATL). No payment will be released by CMA (DP) unless

Latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.

- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached **in separate envelop in sealed condition with the Technical offer**. Photocopy of the same shall also be attached with DP-2 as a testimony. **Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.**
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- j. 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.
- k. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.
- l. 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.

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

TECHNICAL SPECIFICATIONS

NSN: 6730-79-520-3128

DISCRIPTION: FULL HIGH DEFINITION (FHD) MULTIMEDIA PROJECTOR

SPECIFICATIONS OF ITEM:

1. BRIGHTNESS (WHITE/COLOR) = (7,000 LUM WUXGE),
2. RESOLUTION (NATIVE/NORMAL) WITH STANDARD FITTED LENS = 1920 WUXGA,
3. ASPECT RATIO= 16:10 (WUXGA),
4. CONTRAST RATIO = 3,000,000:1.
5. DISPLAY TYPE = 3LCD CHIP,
6. COLOR PROCESSING = 8-BIT,
7. INPUT = HDMI, VGA (15PIN),
8. LAMP LIFE (MINIMUM) = 2000 HRS OR MORE (IN NORMAL MODE),
9. POWER = 580 WATTS, 100 240V AC 60 HZS,
10. ACCEPTABLE MAKE = PANASONIC, OR EQUIVALENT
11. ACCEPTABLE MODEL = PT-VMZ71, OR EQUIVALENT

**Firm's
Remarks**

SPECIAL INSTRUCTIONS – INDENT NO.2428023 DATED 19-AUG-24

SOURCE OF SUPPLY

1. Genuine OEM certified brand new stores will only be acceptable. Store 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 its “Offer/ Quotation” is to specifically mention country of origin for the stores, which will be subsequently endorsed in the “Contract”.

UPDATE & 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 Firm is to provide following documentation at the time of inspection.
 - a. Firm’s Warranty/ Guarantee on Form “DPL-15”.
 - b. OEM’s “Certificate of Conformity” indicating following:
 - (1) Description of Stores along with Quantity.
 - (2) Part/ Pattern No of Stores.
 - (3) Manufacturer Identification (Name Address and Contact No).
 - (4) Date/ Period of Manufacturing (Must not be older than one year at The time of delivery).
 - (5) List of Serial Numbers, Batch Number or Lot Numbers as embossed/ engraved on the stores (as applicable).
 - (6) Details of Test Reports (FATs/ OEM Lab Test Report) along with dates and tests conducted as applicable.

**Firm’s
Remarks**

- (7) Details of third party testing authority (If their services used).
- (8) List of safety/ regulatory standards (as applicable).
- (9) Conformance to Standard/ Specifications quoted in the Contract.

c. Import documents comprising “Lading/ Airway Bill” or “Shipping Bill” and “Bill of Entry” duly endorsed with the name of supplying firm, if the item is sourced from abroad by local Supplier/ Authorized Dealer of OEM.

8. Firm/ Supplier shall provide correct and valid E-mail and Fax No. to CINS and DP(N). Supplier/ Contracting Firm shall either provide OEM Conformance Certificate to CINS or is to be E-mailed to CINS under intimation to DP (N). Hard Copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. “Companies/ firms rendering false OEM Conformance Certificates shall be black listed”. OEM’s “Certificate of Conformity” origination from “Principal” who is neither the OEM nor the OEM’s Authorized dealer/ Agent/ Stockist will not be acceptable.

INSPECTION

9. Inspection Authority for all types of stores will be “CINS”. However, in cases, where testing/ verification of supplied stores are 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.

GENERAL TERMS AND CONDITIONS OF INDENT

**Firm's
Remarks**

1. **DELIVERY SCHEDULE**

- a. The equipment/stores/accessories/tools are to be delivered within **03 months** from the date of signing of contract on FOR/DDP Karachi basis.
- b. OEM certified brand new equipment will be accepted (i.e year of manufacture/year of procurement/delivery should be the same).
- c. Only genuine OEM parts are acceptable Non-genuine /replacement of parts/spares are not acceptable.

2. **SCOPE OF SUPPLY**

- a. The supplier undertake to deliver equipment/goods/stores including supplies and services to the purchaser on FOR/DDP Karachi basis as per INCOTERMS 2020 as per details specified in the Indent.
- b. The supplier shall, in accordance with the terms and conditions as set forth in the indent with due care and diligence, provide the equipment/goods/stores and supply the services within the date(s) specified in the indent.

3. **ORIGIN OF STORES**

Imported (other than India and Israel) with OEM CoC (Certificate of Conformance).

4. **TERMS OF PAYMENT**

a. 100% Payment of total contract value will be released by CMA (DP) upon completion of following:

- (1) Delivery of complete contracted store at FOR Karachi
- (2) Successful Joint Inspection Report without discrepancies.
- (3) Copy of CMA (DP) letter on acceptance of valid PBG.
- (4) Issuance of CRV (in original) after acceptance by End User.
- (5) Copy of CMA (DP) letter on acceptance of valid PBG.

c. Contract value of the stores shall be paid by the CMA (DP) Rawalpindi to the Supplier as per clause-4(a&b) above. The amount shall be claimed direct from CMA (DP) Rawalpindi on production of the following additional documents, under a covering letter a copy of which shall be endorsed to DP(Navy):

- (1) Bill Form (DP-5 in duplicate) to be completed as per instructions.
- (2) Receipted copy of the delivery receipt and one copy of DPL-15.
- (3) Supplier delivery challan duly received by the Consignee.
- (4) Copy of BG Instrument PO/DD already submitted to CMA(DP) Rawalpindi against the contract as specified in Clause-06 below.

5. **DUTIES AND TAXES**

a. The prices given in the schedule of stores are inclusive of all kinds of duties and taxes. A breakdown of the duties and taxes is given separately in schedules of stores. The Purchaser shall not be liable to reimburse duties and taxes on the contracted goods other than those as given by the Supplier in the quoted rates. The payment of element of taxes and duties, which are included in quoted rates, shall be made to the Supplier only after production of proof of registration with Sales Tax Department and sales tax invoice in original showing the contract No. and value of goods of the respective department.

b. In case fresh taxes/duties are levied by the Government during the currency of the contract (i.e. within the original DP) or if the existing rates are increased during the currency of the contract (i.e. within the original DP), the liability shall be of the purchaser and the same shall be reimbursed by CMA(DP) to the supplier at actual on production of documentary proof of its payment duly authenticated.

c. In case of any subsequent decrease in existing or future duty or taxes by the Govt during the currency of the contract, the liability shall be of the supplier and the same shall be reimbursed by the supplier to CMA (DP), Rawalpindi under intimation to the Purchaser.

6. **PACKING AND MARKING**

a. Standard Trade Packing Worthy of sea shipment/air shipment so as to ensure the arrival of the stores at the Consignee's warehouse in undamaged condition. Any loss or damage incurred due to sub-standard packing shall be made good by the Supplier free of cost.

b. Marking to be in accordance with international standard worthy of transportation by sea, road or air with bold marking as under:

FRONT SIDE: Name and address of consignee.

OTHER SIDE: Contract No.Dated.....

TOP: Gross Weight

Dimensions A yellow disc 4" or 6" in diameter According to the size of packing.

c. For fragile stores word "FRAGILE" is to be marked in bold letters on all sides of the consignment/package.

d. Any loss or demurrage occurring due to wrong marking or packing shall be borne by the supplier.

e. All stores shall be marked with a broad arrow pointing upwards, by stamping, painting or tallying. Each individual item of stores must bear the Patt No. to facilitate identification.

7. **PERFORMANCE BANK GUARANTEE**

- a. The firm shall furnish within 30 days after signing of Contract, a Demand Draft, Pay Order, CDR or an unconditional and irrevocable Bank Guarantee (all pages on Judicial Stamp Paper of the value of Rs.100.00 as prescribed format as per **Annex C** from a scheduled Bank in Pakistan for 10% of the total Contract value excluding taxes / duties and freight / handling charges etc.
- b. 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.
- c. Upon receipt of all deliverable, performance Bank Guarantee shall be automatically converted into Warranty Guarantee.
- d. If delivery period is extended, the SUPPLIER shall arrange the extension of Bank Guarantee within 30 days after original delivery period to keep its validity always one year ahead of the extended delivery period.
- e. The Bank Guarantee shall be produced by the SUPPLIER within 30 days after signing of Contract and shall be kept **ONE CLEAR YEAR** ahead of acceptance of stores to cover the warranty period plus 02 months over and above.
- f. If the SUPPLIER fails to produce the Bank Guarantee within 30 days after signing of Contract, the PURCHASER reserves the right of canceling the contract at the risk and expense of the SUPPLIER. In the event of unsatisfactory performance or any breach of terms of the contract, the Bank Guarantee shall be forfeited to the Government at the discretion of the PURCHASER. The Bank Guarantee shall be returned to the SUPPLIER by the CMA (DP) Rawalpindi on provision of NDC by DP (Navy).

8. **CHECKING OF STORES AT CONSIGNEE'S END**

- a. All stores shall be checked at consignee's end in the presence of supplier's representatives. If for the reasons of economy, or any other reason, the supplier decides not to nominate his representative for such checking; advance written notice to this effect shall be given by the supplier to the consignee prior to or immediately after delivery of stores.
- b. In such an event the supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken as final and any discrepancy found shall be accordingly made up by supplier.
- c. In all other cases the consignee shall inform the supplier about arrival of consignment immediately on receipt of stores through registered mail or fax. If no response from the supplier is received within 15 days from initiation of letter the consignee shall have the right to proceed with the checking without supplier's representative. Consignee's report on checking of stores shall be binding on the supplier in such cases.

**Firm's
Remarks**

9. INSPECTION

- a. Joint inspection will be carried out by CINS, Specialist GM (ICE & Control) and Consignee and End User after delivery of store within 15 days.
- b. Brand new stores shall be accepted on firm's warranty/guarantee on form DPL-15.
- c. Firm/Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(Navy). Supplier/ contracting firm shall either provide OEM Conformance certificate to CINS or is to be 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 certificate shall be black listed.
- d. OEM's CoC must have following information:
 - (1) Part/Pattern No. of equipment/stores.
 - (2) Date/period of manufacturing.
 - (3) S No/Batch No/Lot No should be embossed engraved on the stores.
 - (4) Description of stores alongwith quantity.
 - (5) OEM Lab test certificate/FATs/Certification/approval as applicable.

10. RULES REGARDING REJECTION OF STORES:

- a. 1st rejection on Govt expense. (only time liability/ time penalty shall not be charged from supplier).
- b. 2nd rejection, on supplier expense. (time liability/ time penalty in the shape of LD shall be imposed by CPO if delay in delivery of store occurs).
- c. 3rd rejection, contract cancellation shall be recommended on R/E basis.

11. CERTIFIED RECEIPT VOUCHER (CRV)

- a. The consignee shall issue the CRV for stores received to supplier as early as possible as but not later than 30 days from the date of receipt of stores in Pakistan.
- b. A copy of the CRV is to be forwarded to DP (Navy) and CICP for record.

12. DISCONTINUATION OF PRODUCTION

In case of discontinuation of production of any component / part as result of obsolescence or development of upgraded version, the seller is to inform the purchaser at least one (01) year in advance. The supplier shall ensure the provision of such components /parts as demanded by the purchaser prior to discontinuation of the production and shall also provide alternate for such components/parts in case the original is not available.

13. **WARRANTY/ GUARANTEE**

a. Supplier is to guarantee that products supplied fully comply to the technical specifications, manufactured by OEM in country of origin as specified in this contract.

b. Complete stores/equipment including accessories/software (if any) are to be warranted by the supplier for 12 Months for all defects from the date of commissioning and final acceptance by PN and the firm is to submit the warranty form DPL-15 as per Annex B.

c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores not procured directly from OEM or his authorized dealer/agent/ stockiest shall not be acceptable.

d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.

e. The supplier shall replace DDP Consignee Warehouse free of cost within 30 days every article or part thereof which before use or in use is found defective or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract.

f. In case of supplier's failure to replace the defective stores free of cost within 30 days he shall refund relevant cost CIF Karachi in the currency in which it was received along with a reasonable compensation as claimed by PN.

14. **QUALITY STANDARDS**

QC/ QA standards should be as per OEM's country standards and procedures.

15. **COMPENSATION ON BREACH OF CONTRACT:**

a. The Purchaser retains the right to cancel the contract at the risk and expense of the Supplier in case the technical or operational demonstration trials i.e FATs or SATs fail against claimed specs given in the contract by the Firm and approved by PN.

b. If the contractor fails to supply contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier or stores / equipment declared defective and caused loss to the Purchaser, contractor shall be liable to pay Purchaser to the 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 shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount (between 2% to 10% of undelivered stores) in terms of money shall be decided by the purchase officer and shall be deposited by contractor in Government treasury in the currency of contract.

**Firm's
Remarks**

16. **PRICE VARIATION**

Prices in the schedule of stores of this contract are firm and final.

17. **LIQUIDATED DAMAGES**

Liquidated damages, if imposed, will be recovered upto maximum of 2% and not less than 1% (depending on the merit of the case as decided by Competent Purchase Officer) of the value of stores/supplied/completed late per month or a part of a month for the period exceeding the original delivery/completion period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value excluding taxes/duties, freight, KPT, insurance charges of the stores/delivered/ completed late.

18. **DISCREPANCY**

a. The consignee shall render a discrepancy report to Supplier, DP (Navy) and CICP within 15 days after receipt of stores if discrepancies found in the consignment.

b. The quantities found short/deficient/defective are to be made good by the supplier, free of cost on DDP Consignee Premises Basis within 30 days.

19. **ARBITRATION**

a. Parties shall make their attempt that all disputes arising under this contract shall be settled through mutual negotiation of both parties. 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 by written notice to the other party refer the dispute (s) to final and binding arbitration as below:

b. The dispute shall 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 then umpire shall be nominated by the purchaser. The arbitration proceedings shall be held at purchaser discretion under Pakistani Law.

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

d. The arbitration award shall be firm and final.

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

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

20. **RISK PURCHASE**

a. In the event of breach of the contract on the part of the supplier to comply with the contractual obligations related to delivery of stores (excluding the late delivery), the contract is liable to be cancelled at the risk and expense of the supplier.

b. The Purchaser shall be entitled to receive back all advance payments made by him and will have the right to re-purchase the stores of similar or equivalent specifications from elsewhere. In such a case, the price difference (if any over and above the Net LC value of this contract) will be paid by supplier i.e Risk Purchase amount.

21. **INDEMNITY**

The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent Registration of Design or Trade Mark and shall take all risks of accidents or damages at supplier's premises which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.

22. **PURCHASER RIGHT**

The purchaser reserves the right of deletion, addition and cancellation of the contract in part or full with mutual consult without financial repercussion on either side within 21 days after the signing of contract. Such information shall be passed to the supplier on his legal address by the purchaser through the fastest possible means i.e. Telephone, Fax, Telegram and Email etc. This right of the purchaser is based on the grace period of 21 days permitted to the supplier for the delivery of the stores.

23. **CORRESPONDENCE**

a. All correspondence related to implementation of the contract, inspection, acceptance, and other technical issues is to be generated directly to Consignee and Sponsoring Dte at NHQ Islamabad under information to Purchaser.

b. All correspondence related to commercial aspects i.e. LC issues, Payment issues, BG, Amendments and other matters to be directly addressed to Purchaser.

24. **AMENDMENT IN CONTRACT**

Amendment in the contract if required shall be processed by the Procurement Agency/ Purchaser upon mutual agreement of both the parties.

25. 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, Pandemic Act of Foreign Government and its agencies and disturbance directly affecting the Supplier over which events or circumstances the Supplier has no control. In such an event the Supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

b. The Supplier shall use his best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances are removed/over.

c. If by reason of Force Majeure full or part of any consignment is not delivered by the due date then the Purchaser may adopt following options with the prior approval of competent authority with or without notifying the Supplier.

(1) The delivery period may be extended appropriately for the Force Majeure duration as established.

(2) In case of indefinite duration of Force Majeure where the Purchaser is satisfied that contract is not likely to materialize may cancel the contract in consultation with NHQs without financial implications and contractual obligations of either side.

(3) In case advance/down payment(s) has been made to the Supplier then recovery of such amount must be ensured by the procurement agency either through en-cashment of BG(s) or reimbursement by the Supplier before cancellation of the contract.

26. COURT OF JURISDICTION

All disputes arising in connection with this contract shall be sorted out through mutual discussion. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Islamabad shall be the court of jurisdiction for any dispute relating to this contract for adjudication.

27. NO DEMAND CERTIFICATE

Upon successful completion of warranty period, the supplier shall submit No Demand Certificate (NDC) to DP (Navy) for further processing of the release of BG.

28. INTEGRITY PACT

Integrity Pact duly signed by the Supplier and Purchaser is given at **Annex D**. The principal/Supplier must strictly adhere to the provisions of this pact clause and any contravention in this regard would be dealt with severely, which may include (but not limited to) Permanent blacklisting of the principal/supplier and / or initiation of criminal proceedings against the persons/individuals involved in a court of law.

29. 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 must accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

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

1) To have any part thereof completed and take the delivery thereof at the contract price.

2) 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 must be delivered by the Supplier to the Purchaser.

3) 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, i.e. breach of the contract, the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof on similar or latest specifications at the risk and expense of the firm.

30. SECRECY/ NON DISCLOSURE AGREEMENT (NDA)

a. The supplier(s) shall undertake as per **Annex-E** that any information about the sale/purchase of the 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 the DP(N) to receive it.

b. Any breach on this account shall be punishable under the Official Secret Act, 1923 in addition to termination of the contract at the risk of Supplier.

31. SUBLETTING

The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.

32. REPEAT ORDER

Supplier shall not increase the cost of stores if additional Qty of same contracted stores item is purchased in next 12 months after commissioning of the equipment. He may however decrease the cost by considering lower market trend.

33. PENALTY

a. The Supplier before making the shipment will carry out complete test of the equipment/ stores at his facilities to ensure that the same has been manufactured as per the specifications.

b. The Purchaser within 30 days of its receipt will carry out inspection and test/trials (where applicable). In case the equipment does not pass the test/trials, the Purchaser has the right to reject the equipment or impose penalty at the rate of 10-15% of the value of the relevant equipment item.

c. The penalty shall not absolve the supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be addition to other penalties and obligations covered in the contract like warranty/guarantee obligations on form DPL- 15.

34. ADDITIONAL PURCHASE

The supplier agrees to provide additional quantity of stores/ material at a cost no more than the contracted cost if required by the purchaser within 01 year of acceptance of intended stores.

35. BUY BACK

In case the store is not required to end user than the supplier will buy back on its original sale price.

36. END USER CERTIFICATE (EUC)

End user certificate if required by OEM for export of item to Pakistan shall be provided on written request of firm. The request should be forwarded within 15 days of receipt of contract.

37. OBTAINING OF LICENSES

It is the responsibility of the supplier to obtain licenses/ permits etc (if any) in the seller's country. Failure to obtain the same shall not constitute grounds for Force Majeure.

38. CONTINUOUS LOGISTIC SUPPORT

Manufacturer/OEM/supplier to certify that the spares will be available to support the supplied equipment for at least 10 years.

39. UPDATES & CURRENT INFORMATION

Supplying firm in his "Offer/Quotation" is to provide latest updates and current information about technical specifications/data. If Pattern Number, Part No or quality standards of a particular item has been superseded by a new one after conclusion of the contract, the supplier will be required to produce a documentary proof to this effect originating from the relevant OEM. If replaced part affects fittings and functioning of other associated parts as well, than details of those parts are also to be provided.

40. **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 his "Offer/Quotation" is to clearly state whether stores will be supplied directly from relevant OEM or OEM's Authorized Dealer/Agent/Stockist.
3. In case the stores are being sourced through OEM's Authorized Dealer/Agent/ Stockist. A documentary proof to this effect comprising OEM's Dealership Certificate in respect of Dealer/Agent/ Stockist is to be provided by the supplier with following endorsements.
 - a. Certificate reference number with date
 - b. Name of the authorized dealer/agent/ stockist
 - c. Last date/duration/period for validity of dealership
4. Supplying firm in his "Offer/Quotation" is to provide OEM's contact (address, e-mail address, phone, fax and website etc)

**Firm's
Remarks**

TENDER No.....

NAME OF THE FIRM.....
DGGP REGISTRATION NO.....
ADDRESS.....
TELEPHONE NO.
OFFICIAL E-MAIL.....
FAX NO
MOBILE NO

To:

THE DIRECTOR OF PROCUREMENT
(SECTION P-31)

Directorate of Procurement (Navy)

Through Bahira Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262304

Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

DEAR SIR

DATE _____

1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF PROCUREMENT (NAVY) THE STORES DETAILED IN SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION THEREOF AS YOU MAY SPECIFY IN THE ACCEPTANCE OF TENDER AT THE PRICES OFFERED AGAINST THE SAID SCHEDULE AND FURTHER AGREE THAT THIS OFFER WILL REMAIN VALID UP TO **120 DAYS** AND WILL NOT BE WITHDRAWN OR ALTERED IN TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY STATED THEREIN OR ON BEFORE THIS DATE. I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBED TIME.

2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM No. DP-35 (REVISED 2017) 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.....

*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-

- (a) WHETHER SIGNING AS "SOLE PROPRIETOR" OF THE FIRM OR HIS ATTORNEY.
- (b) WHETHER SIGNING AS A "REGISTERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.
- (c) WHETHER SIGNING FOR THE FIRM "PER PROCURATION".
- (d) IN THE CASE OF COMPANIES AND FIRMS REGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO-DATE AND UNDER THE PARTNERSHIP ACT 1932, THE CAPACITY IN WHICH SIGNING E.G., THE DIRECTOR, SECRETARY, MANAGER, PARTNER, ETC. OR THEIR ATTORNEY AND PRODUCE COPY OF DOCUMENT EMPOWERING HIM SO TO SIGN, IF CALLED UPON TO DO SO.
- (e) Principal's Proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON BID SECURITY/EARNEST MONEY

IMPORTANT

Each column must be filled in with BLOCK CAPITAL LETTERS, 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)