INVITATION TO TENDER FORM

- 1. Schedule to Tender No. <u>2413009/R-2411/340054</u> dated <u>13 Nov 24.</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>11 Dec 24</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.
- 3. 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 PRICE (RS)	18% GST	TOTAL PRICE (Rs)
1.	PATTERN NO. 4240-PK-507-8177	*			
	GUNNY BAGS	130,000 Each			
	SPECIFICATION:	Laon			
	A. MATERIAL = JUTE				
	B. TYPE OF BAGS = HESSIAN BAG (1/1 PLAIN)				
	C. DIMENSION (INCHES/CM) = 40X20/101X51				
	D. PROTER X SHOTS/ENDS X PICKS PER DM = 11X12/47X47				
	E. WEIGHT OF FABRIC (GSM) = (305 GSM)				
	F. WEIGHT OF BAG = 350 GM				
	G. TENSILE STRENGTH WP X WFT (KGF) 112X120 (KGF)				
NOTE	H. SEAM STRENGTH WFT X WP (KGF) 34X36 (KGF)				

NOTE:

1. Firm/Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier /contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies / firms rendering false OEM Conformance Certificates

will be black listed.

- 2. Inspection to be carried out by CINS.
- 3. Marking on the package must be legible. Packaging of fragile stores to be marked with appropriate international symbols.
- 4. 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.
- 5. Firm will comply / confirm all above IT clauses, mentioned under Note including specification, packing, general terms and conditions on its technical offer and original technical offer on firm's letter head pad along with DP-1, DP-2 & DP-3 duly signed and stamped on each page are required <u>in duplicate</u>.

Above menti (Please tick Y	oned price includes 18% Sa es or No)	le Tax
Yes	No	
Grand Total		

Terms & Conditions

1.	Special Instructions.	Attached
2.	Terms of Payment.	100% on Delivery of stores and issuance of CRV. Part delivery/ part payment is allowed.
3.	Origin of Stores.	(To be indicated in Technical Offer)
4.	Origin of OEM.	(To be indicated in Technical Offer)
5.	Technical Scrutiny Report.	Required.
6.	Delivery Period.	06 months after signing of contract.
7.	Currency.	Pak Rupees
8.	Basis for acceptance.	FOR
9.	Basis for acceptance. Bid Validity.	The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial / Financial Proposal offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e 120 x days as per original offer) i.a.w PPRA Rule-26.
		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

be followed as per PPRA Rule 36 (b).

12. Earnest Money/ Bid Security:

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

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

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

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.

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

<u>UN-REGISTERED / NOT PRE-QUALIFIED /</u> <u>UNINDEXED FIRMS.</u>

(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 in duplicate.
- h. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provided for technical scrutiny.
- j. Only registered supplier on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- k. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayer list is submitted alongwith payment documents.

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

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

- (a) Whether signing as "Sole Proprietor" of the firm or his attorney.
- (b) Whether signing as a "Registered Active Partner" of the firm or his attorney.
- (c) Whether signing for the firm "per 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 Tender Covering Form

SPECIAL INSTRUCTIONS

SOURCE OF SUPPLY

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

ORIGIN OF SUPPLY

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

UPDATES & CURRENT INFORMATION

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

DOCUMENTATION REQUIRED

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

- c. Import documents comprising "Lading/Airway Bill" or "Shipping Bill" and "Bill of Entry" duty endorsed with the name of Supplying Firm if the item is sourced from abroad by local supplier/authorized dealer of OEM.
- 8. Firm/Supplier shall provide correct and valid email and fax No. to CINS and DP(N). Supplier/contracting firm shall either provide OEM/conformance certificate to CINS or is to be emailed to CINS under intimation to DP(N). Hard copy to COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates shall be black listed. "OEM's certificate" of conformity "originating from principal" who is neither the OEM not the OEM's authorized dealer/agent/stockiest will not be acceptable.

INSPECTION

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

- (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 Tender Covering Form

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

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

i ender iv	Io & Date			
Tender D	Description			
IT Openi	ng Date			
Firm Nar				
Postal A	ddress			
Email Ad	dress for Correspondence			
CEO Nai	•		(Comp	— ulsorv)
	Person Name		(5555-	,
	Number (Landline) (Mohile	۵	
Docume	nts to be Attached with Quotation	IVIODII	,	/
	submit its proposal in a sealed envelope which	chall (contain 03 v Soc	alod
	s as per details given below:	Silali	Jonani OS X Sea	aleu
Envelops	s as per details given below.			
Sealed	Envelop 1 – Technical Offer in Duplicate			
	velope must contain 02 x sets of Technical Offer	(01 x	Original + 01 x	Copy), Each
	st contain following documents as per this order	•	•	
	est each to ensure that these documents have be		• •	K tiok
S No	Document	ocii at		Copy Set
1.	Bank Challan		Original Set	Copy Set
2.	Principal Authorization Letter (where applicable	۵)		
3.	Principal Invoice (Muted – without Price) (where	,		
J.	applicable)	C		
4.	DP -1 Form of IT (with compliance remarks)			
5.	DP – 2 Form of IT with compliance remarks ag	ainst		
0.	each clause of the Annex A)	u		
6.	Technical Offer / Specs			
7.	Annex A of IT (with compliance remarks)			
8.	Annex B & C of IT (with compliance remarks)			
9.	DP-3 form of IT (dully filled & signed)			
10.	DGDP Registration Letter (If firm is registered v	vith		
	DGDP)			
11.	Tax Filling Proof			
<u>Sealed</u>	Envelop 2 – Earnest Money			
	This Envelop must contain Earnest Money only	<u>'. </u>		
<u>Sealed</u>	Envelop 3 – Commercial Offer			
	This Envelop must contain following documents			
1.	Firm's Commercial Offer		Original	
2.	Principal Invoice (where applicable)		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.

rm's Authorized Signatures

Directorate of Procurement (Navy) Through Bahria Gate

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

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

Email: dpn@paknavy.gov.pk

TENDER SUMMARY

Tender Technic	No & Date:		
<u>Technic</u>	cal Opening Details		
S No	Name of the Supplier	OEM	Quoted Model

			<u>DP-3</u>
Tender N	No	Name of the Firm	
		DGDP Registration No	
		Mailing Address	
		Date	
		Telephone No	
		Official E-Mail	
		Fax No	
		Mobile No of contact perso	
To:		Mobile 146 of contact perce	
	irectorate of Procurement (Navy)		
	rough Bahria Gate Near SNIDS		
	entre, CDA Market		
	Naval Residential Complex		
	ector E-8, Islamabad		
	ele : 051-9262310		
E	mail : dpn@paknavy.gov.pk		
D 0:			
Dear Sir			
schedule of tende remain vand the commun 2. I/We Contract of Pakis Condition and/ or p	hereby offer to supply to the Director to the tender inquiry or such portion of at the prices offered against the said valid up to 120 days and will not be a conditions already stated therein or dication of acceptance to be dispatched have understood the Instructions to in Form No. DDP&I (Revised-2019) is stan, Ministry of Defence (Director as Governing Contracts" and have the patterns quoted in the schedule heret equired and my/our offer is to suppents.	thereof as you may specify schedule and further agree withdrawn or altered in term on before this date. I/we shad within the prescribed time. Tenders and General Conncluded in the pamphlet entrate General Defence Pubroughly examined the specion and am/are fully aware of	in the acceptance that this offer will as of rates quoted all be bound by a ditions Governing itled, Government rchase) "General fications/drawings the nature of the
3. The f	ollowing pages have been added to ar	nd form part of this tender:	
a			
_			
0		Yours faithfully,	
		. care rain any,	
		(Signature of Tenderer)	
		(Capacity in which signing)	
		Address:	
		Date	
		Signature of Witness	
		orginature or withess	

ADDRESS.....

DIRECTORATE PROCUREMENT (NAVY)

	Tender No		
M/s			
Date			
INVITATION TO TENDER AND GENERAL IN	ISTRUCTIONS		
Dear Sir / Madam,			
DP (Navy) invites you to tender for services as per details given in attached Schero			
2. <u>Caution</u> : This tender and subseque the successful bidder is governed by the rules Rules-2004 and DPP&I (Revised 2019) cove contracts laid down by MoDP / DGDP. As a popular of the popular of the tender of the tender. If your firm / company possesses capability, you must be registered or willing to award of contract, which shall be made after required registration documents mentioned in	s / conditions as laid down in PPRA ering general terms & conditions of otential bidder, it is incumbent upon burself with PPRA Rules 2004 2017) (print copy may be obtained 051-9270967 before participating in requisite technical as well financial o register with DGDP to qualify for security clearance and provision of		
3. Conditions Governing Contracts. The I/T (Invitation to Tender) i.a.w PPRA Rules entered into between the parties i.e. the Directorate General Defence Purchase (Directorate with the law of contract Act, 187 Purchase Procedure & Instructions and DP-3 conditions that may be added to given contract Services specified herein.	'Purchaser' and the 'Seller' on GDP) contract Form "DP-19" in 22 and those contained in Defence 5 (Revised 2017) and other special	Understood agreed	Understoo not agreed

	ry of Tender. The fers are to be furnish		nents covering	technical and		
quoted should "Comm freight/ separa clearly DP(N)	Commercial Offer. in figures as well as be clearly marked nercial Offer", tender transportation, insutely. Total price of mentioned. In case reserves the right than one options were	as in words in the day of the contract on the contract of the	ne currency me a separate so ate of opening be etc are to ad against the one option offe technically ac	entioned in IT. It ealed envelope Taxes, duties, be indicated tender is to be red by the firm, cepted option if	Understood agreed	Understoo not agreed
specific literatu envelo numbe hour af	Technical Offer: (We cations in DUPLICA re/brochure, drawing pe and clearly marked rand date of opening fer the date and time confirm/comply with	TE (or as specings and compliant of the compliant of the compliant of the compliant of the complex of the compl	fied in IT) alon ce metrics in a ffer" without pri er shall be oper ender mentioner	g with essential separate sealed ces, with tender ned first; half and in DP-2. Firms	Understood agreed	Understoon not agreed
S.No	Technical requirement as per IT	Firm's endorsement (Comply/ Partially Comply/ Non Comply	Basis of C, PC of NC i.e. Refer to page or brochure	availability enclosed from broc Literature, q	_	
	nd: C = Fully Comply,					
c. please tender due to highligl	Special Instruction be read point by po conditions should be non-acceptance o hted alongwith your be be rejected.	s. Tender docu int and understo e responded cle f tender condit	ments and its ood properly be early. In case o ions(s), the sa	conditions may fore quoting. All of any deviation ame should be	Understood agreed	Understood not agreed
copy of in the I propos called	Firms shall submit to f commercial offer and the commercial offer and in bold. The comfor and the technical are to be enclosed in	nd two copies o arly marked "Teo mercial offer will I offer will not in	of the technica chnical propose include rates of dicate the rate	I offer as asked al", "Commercial of items/services s. Both types of	Understood agreed	Understood not agreed

properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

(alongwith anr submitted with	DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 nexes), DP-3 and Questionnaires duly filled in are to be the offer duly stamped/signed by the authorized signatory/ertinent to mention that all these are essential requirement in the tender.	Understood agreed	Understo
f. The tend	der duly sealed will be addressed to the following:-		
th C a	Directorate of Procurement (Navy) Prough Bahria Gate Near SNIDS Centre, CDA Market It Naval Residential Complex Sector E-8, Islamabad		
	The state of the s	Understood agreed	Understood not agreed
This Directorate will received after the application will, however, fall legitimate/registered opening. In case you courier service, you	not accept any excuse of delay occurring in post. Tenders pointed/ fixed time will NOT be entertained. The appointed II on next working day in case of closed/forced holiday. Only representatives of firm will be allowed to attend tender ur firm has sent tender documents by registered post or may confirm their receipt at DP (Navy) on Phone No fore the opening date / time.		
		Understood agreed	Understood not agreed
acceptable on examing for opening of Commegistered representations. Tenders received after the comment of the c	nation by technical authorities of Service HQ. Date and time imercial offer shall be intimated later. Only legitimate / ative of firm will be allowed to attend tender opening. er date & time specified in DP-2 would be rejected without ed un-opened i.a.w Rule 28 of PPRA-2004.		
7. Validity of Off	er.		
invariably be 1 Proposal offer validity of offer		Understood agreed	Understood not agreed
requirement of		Understood agreed	Understood not agreed
	ic date of signing the contract, these will also be supplied		

at the ongoing contract rates with discount. Firm may quote for the whole or any portion, or to state in Understood Understood agreed not agreed 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

	ting the whole or any part of the tender or portion of the quantity offered, m shall supply these at the rate quoted.		
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 ity and take appropriate disciplinary action. Conversion rate of FE/LC pnents will be considered w.e.f. opening of commercial offer as per PPRA 30(2).	Understood agreed	Understood not agreed
10.	Return of I/T. ITs are to be handled as per following guidelines:		
	a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.	Understood agreed	Understood not agreed
	b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.	Understood agreed	Understood not agreed
	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 t	<u>Withdrawal of Offer</u> . Firms shall not withdraw their commercial before signing of the contract and within validity period of their offers. In he firm withdraws its offer within validity period and before signing of the ct, Earnest Money of the firm shall be confiscated and disciplinary action	Understood agreed	Understood not agreed

- may also be initiated for embargo up to 01 year.
- **Provision of Documents in case of Contract.** 12. In case any firm Understood wins a contract, it will deposit following documents before award of contract:
 - Proof of firm's financial capability. a.
 - Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
 - Principal/Agency Agreement. C.
 - Registration with DGDP (Provisional Registration is mandatory) d.
- 13. **Treasury Challan.**

8.

Attached Not Attached

Understood

not agreed

agreed

- 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.
- 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.	Earn	est Money/Tender Bond:- Your tender must be accompanied by a	Attached	Not
Call	Deposi	t Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following		Attache
amoı	ınts:-			
	a.	Rates for Contract. The rate of earnest money and its maximum		
	ceilin	g 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

Ç	g.	Photocopy of NTN			Photoco	by of passpor	t
I	h.	Foreign Agreement	Principal t in case of loo		Trading	Agreement House/ /Stockiest et	in case of Company/ c.

•		,	derstood agreed
•	of the contract.	() () () () () () () () () ()	
17. Warra	Condition of Stores. anty/Guarantee Form DPL-	Brand new deside will be accepted on Timile	derstood agreed
18. submi	Documents Required. itted along with the quote:	3	derstood agreed
	a. OEM/Authorized	Dealer/Agent Certificate along with OEM	

- b. The firm/supplier shall provide correct and valid e-mail and Fax No to CINS and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.
- c. Original quotation/Principal/OEM proforma invoice.
- d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.
- e. Submit breakup of cost of stores/services on the following lines:
 - (i) Imported material with break down item wise along-with import duties.
 - (ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-
 - (1) General Sales Tax
 - (2) Income Tax
 - (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
 - (4) Any other tax/duty.
 - (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 resoft contract concluded against this tender may be rejected as follows: a. 1st rejection on Govt. expense b. 2nd rejection on supplier expense 	3UIT	Understood agreed	Understood agreed
 c. 3rd rejection contract cancellation will be initiated. 20. <u>Security Deposit/Bank Guarantee</u>. To ensure timely and corr 	ect	Understood	Understood
supply of stores the firm will furnish an unconditional Bank Guarantee(BG) fror schedule Bank for an amount upto 10 % of the contract value (excluding Tax	n a es,	agreed	not agreed
duties/freight handling charges) on a Judicial Stamp Paper (All pages) of value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. I Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the power of seeking encashment of the Bank Guarantee as if the same has be demanded by the purchaser himself. The Bank Guarantee shall be produced the supplier within 30 days from the date of issue of the contract and remain valor upto 60 days after completion of warranty period and remain in force till of year ahead of the delivery date given in the contract. If delivery period extended, the supplier shall arrange the extension of Bank Guarantee within days after the original delivery period to keep its validity always one year aheaf of the extended delivery period. The BG form can be obtained from DP(N) on mail address given on page 1. Format of BG is enclosed at Annex B.	The the like en by alid one is 30 ead		
21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gi commission and inducement of any kind or their promises thereof by Supplie Firm to any Government official / staff whether to solicit any undue benefit, favor otherwise. Following provisions must be clearly read & understood for st compliance:	er / our	Understood agreed	Understood not agreed
a. Integrity Pact shall be applicable to all tenders / contra irrespective of their financial value. However, a written Integrity Pact shape a state of the contract of the same of the contract of the contra	nall	Understood agreed	Understood not agreed
be signed for contracts exceeding Rs 10 Million between the procur 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 dpn@paknavy.gov.pk	_		
b. If a Supplier / Contractor is found involved in any unbusiness-lik unethical activity, same would be considered a serious breach of	the	Understood agreed	Understood not agreed
Integrity Pact. DP (Navy) shall take severe disciplinary action against t person(s) and the firm / company, which may include, but not limited PERMANENT BLACKLISTING of firm / company through DGDP a legal action against the individual (s) involved as per Pakistan's Code Criminal Procedure.	to, and		
c. It is strictly forbidden to socialize, call or meet any official / staff DP (Navy) in private or during off hours. If any official / staff fr	om	Understood agreed	Understood not agreed
Purchaser side asks for any undue favour or gratification directly indirectly, the matter is to be immediately brought to the personal notice Director Procurement (Navy) on Tel: 051-9267412 or through personal meeting in office. Privacy of firms and their Reps sharing suinformation will be guaranteed without any prejudice to their norrous business activities.	e of a uch		

Purcha delivery	Correspondence. All correspondence will be addressed to the ser i.e. DP (Navy). Correspondence with regard to payment or issue of y receipt may be addressed to CMA Rawalpindi & Consignee respectively py endorsed to the DP (Navy).	Understood agreed	Understood not agreed
DP(N) OEM properties and when the contract of	Pre-shipment Inspection. PN may send a team of officers including member for the inspection of major equipments and machinery items at premises as per terms of contract. If not already provided for and ned in the I.T, firm(s) must clarify the place, number of persons, duration hether expenses on such visits would be borne by the Purchaser or ctor. In case contractor is responsible for bearing such expenses, detailed own of the same should be given separately in the commercial offer.	Understood agreed	Understood not agreed
fresh c	Amendment to Contract. Contract may be amended/modified to include clause (s) modify the existing clauses with the mutual agreement by the er and the purchaser; such modification shall form an integral part of the ct.	Understood agreed	Understood not agreed
concer	Discrepancy . The consignee will render a discrepancy report to all ned within 60 days after receipt of stores for discrepancies found in the nment. The quantities found short are to be made good by the supplier, cost.	Understood agreed	Understood not agreed
	Price Variation. a. Prices offered against this tender are to be firm and final. b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance. c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.	Understood agreed	Understood not agreed
27. <u>l</u>	Force Majeure.		
; ; ;	a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the	Understood agreed	Understood not agreed

same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

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

28. Arbitration. Parties shall make their attempt to settle all disputes arising		Understood
under this contract through friendly discussions in good faith. In the event that	agreed	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	Understood
are liable to be imposed on the suppliers by the purchaser in accordance with	agreed	not agreed
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.		

	ractual obligations the contract will be cancelled at the Risk and of the supplier in accordance with DP-35.		
supply the co or contract be equipment do shall be liable resulting for he rescission take imposed by to will be decide	ensation Breach of Contract. If the contractor fails to intracted stores or contract is cancelled either on RE or without RE become ineffective due to default of supplier / seller or stores / eclared defective and caused loss to the Government, contractor is to pay to the Government compensation for loss or inconvenience his default or from the rescission of his contract when such default or see place such compensation will be in excess to the RE amount, if the competent authority. Compensation amount in terms of money and by the purchase officer and will be deposited by contractor / seller int treasury in the currency of contract.	Understood agreed	Understood not agreed
compensation representative except the aggovernment a breach of succession nominated blacklisting of	ties/Commission/Gifts. No commission, rebate, bonus, fee or in any form shall be paid to any local or foreign agent, consultant e, sales promoter or any intermediary by the Manufacturer/Supplier gent commission payable as per the agent commission policy of the and as amended from time to time and given in the contract. Any ch clause(s) of the contract by Manufacturer/Supplier and/or their ted representative may result in cancellation of the contract of the Manufacturer/Supplier financial penalties and all or any other sure which the purchaser may consider appropriate.	Understood agreed	Understood not agreed
34. <u>Termir</u>	nation of Contract.		
decide for rea Supplie accept stores/ is com	If at any time during the currency of the contract the Purchaser s to terminate the contract for any reason whatsoever (other than asons of Non-Delivery) he shall have right to do so by giving the er a registered notice to that effect. In that event the Purchaser will delivery at the contract price and terms of such goods/services which are in the actual process of manufacture that pleted and ready for delivery within thirty days after receipt by the er of such notice.	Understood agreed	Understood not agreed
	In the case of remainder of the undelivered stores/goods/services rchaser 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.		

Risk Purchase. In the event of failure on the part of supplier to comply

31.

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.

Groun	<u>Rights Reserved.</u> Directorate of Procurement (Navy), Rawalpindi es full rights to accept or reject any or all offers including the lowest. ds for such rejections may be communicated to the bidder upon written st, but justification for grounds is not required as per PPRA Rule 33 (1).	Understood agreed	Understor
sale/popersor author	Secrecy/Non-Disclosure Agreement (NDA). The Supplier shall take as per attached Annex-C, that any information about the surchase of stores under this contract shall not be communicated to any nother than the manufacturer of the stores, or to any press or Agency not rized by DP(N) to receive it. Any breach of it shall be punishable under the Il Secrets Act, 1923 in addition to termination of the contract at the risk of	Understood agreed	Understood not agreed
37.	Acknowledgment. Firms will send acknowledgement slips within 07 days ne date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Understood agreed	Understood not agreed
38.	<u>Disqualification.</u> 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 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 	Understood agreed	Understood not agreed

unauthenticated amendments/corrections/overwriting.

I. If the validity of the agency agreement is expired.

(commercial/technical)

Subject to restriction of export license.

m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.

containing

non-initialed/

equipment assemblies are not attached in support of specifications.

- 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.

j.

k.

Offers

- 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.

- Offer made through Fax/E-mail/Cable/Telex.
- If offer is found to be based on cartel action in connivance with t. other sources/ participants of the tender.
- If OEM and principal name and complete address is not mentioned.
- Original Principal Invoice is not attached with offer.

decisio		(N) or CINS or any other problematic a		agreed	not agreed
compri	ising P	ct may prefer an Appeal to Standing N Officers and military finance rep e detail and timeline for preferring appea	at Naval headquarters,		
	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		
		ion. Any appeal received after the lapson of	e of timelines given in para	Understood agreed	Understood not agreed
oo abc	ve snar	Thor be entertained.			
		ms not Registered with DGDP. Firms	•		Understood not agreed

Understood

not agreed

agreed

Anneals by Supplier/Firm Any aggrieved Supplier/Firm against the Understood

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

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 iaw paras 12 and 14 above and provision of documentary proof regarding

financial status of the firm alongwith NTN and GST registration copies.

NTN a.

39

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

	l. 	Stock Liet with value		
	u. v.	Stock List with value Company Profile/Broachers		
	v. W.	Employees List		
	ν. Χ.	Firm Categories		
	у.	Sole Proprietor Certificate		
	Z.	Partnership Deed		
	aa.	Pvt Limited		
	ab.	Memorandum of Articles		
	ac.	Form 29 and Form A		
	ad.	Incorporation Certificate		
_	ed" sha oted sh	all not be changed / withdrawn all form the baseline for subse	after tender opening. The IT provisions	derstoo t agreed
45.	Form	at of DPL-15 (warranty form) a	and PBG are enclosed as Annex A & B.	
			Sincerely yours,	
		Ř	To be Signed by Officer Concerned) ank:	

OEM Certificate

S.

DPL-15 (WARRANTY)

FIRM'S NAME: M/s		

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

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

SIGNATURE	_
DATE	
PLACE	

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

(i)	Contract No	dated
(ii)	Name of Firm/Contractor_	
(iii)		or
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
(vi)	Amount of Guarantee Rs.	
(
(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.	do would be memberiod in your
b.	To keep this Guarantee in	force till
store Custer if any under 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 to 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 re of this Bank Guarantee one clear month this Guarantee.	
e. That with the consent of our custerm/clause of the contract or add/delecontract without making any reference to to receive any such amendment/alternative such like actions do not increase our in Guarantee which shall be limited only	ete any term/clause to/from this us. We do not reserve any right tion or addition/deletion provided nonetary liability under this Bank to Rs (Rupees
f. That the Bank Guarantee herein by any change in the constitution of Vendor.	
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 /	Contractor)
	(With address and Te	lephone number)
Secr provi pena	Do hereby submit an under taking rets Act 1923 and conditions here isions on my part or any employee alty under law, will render immediate tings.	inafter 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 Co (Attach Copy of relevant CERTIFICATE)	ommerce/Registrar of Companies
10.	In case PARTNERSHIP (Attach particulars at serial 1,	2,3,4,5 and 6 of each partner).
(K	indly fill in the above form and forward it under your ow	n letter head with contact details)

CHECK OFF LIST	
Tender Control No: 340	
Firm Name: M/s	
Opening Date:	
Documents Attached	Yes
Technical offer in duplicate	
Commercial offer	
Technical Specs	
Earnest Money (Original+ Copy)	
Bank Challan	
DP-1 Form	
DP-2 Form	
DP-3 Form	
Tax Filling Proof	
DGDP Registration Letter	
Authorization Letter	
Principal Invoice	
<u>Sig</u>	