#### **Tender Covering Form**

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

#### Through Bahria Gate

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

Tender N	ender No & Date				
Tender Description					
IT Openi	ng Date				
Firm Nar	•				
Postal A					
				<del></del>	
		rrespondence			
Contact	Person Name	e			
Contact I	Number	(Landline)	(Mobile	)	
Docume	nts to be At	tached with Quotation			
		proposal in a sealed envelope v	vhich shall con	tain 03 x Sealed	b
Envelops	s as per deta	ils given below:			
This en	Sealed Envelop 1 – Technical Offer in Duplicate  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 Challa	Bank Challan			
2.					
3.					
4.		of IT (with compliance remarks)			
5.	DP – 2 For clause	rm of IT with compliance remarks	against each		
6.	Technical C	Offer / Specs			
7.	Annexes of	IT			
8.	DP-3 form of	of IT (dully filled & signed)			
9.	DGDP Reg	istration Letter (If firm is registered	with DGDP)		
10.		Filling Proof			
11.	Sales Tax F	Registration Proof			
<u>Sealed</u>	Envelop 2 -	- Earnest Money			
	This Envelo	pp must contain Earnest Money onl	y.		
Sealed	Envelop 3 -	- Commercial Offer			
	This Envelo	op must contain following documen	ts:		
1.		mercial Offer	01 x Original		
2.		voice (where applicable)	01 x Original		-
2		OD 2 Form of IT	01 v Original		

#### Firm's Declaration

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

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

	Tender No		
	Contact: Reception: 051- 9262311		
	Bahria Gate: 331-5540649 Section: 051-9262302		
	Email: dpn@paknavy.gov.pk		
M/s	adpn32@paknavy.gov.pk		
Date			
INVITATION TO TENDER AND GENERAL IN	ISTRUCTIONS		
Dear Sir / Madam,			
,			
1. DP (Navy) invites you to tender for services as per details given in attached Scheo			
2. <u>Caution</u> : This tender and subsequenthe successful bidder is governed by the rules Rules-2004 and DPP&I-35 (Revised 2019) co	s / conditions as laid down in PPRA	Understood agreed	Understood not agreed
of contracts laid down by MoDP / DGDP. As upon you and your firm to first acquaint ( <a href="www.ppra.org.pk">www.ppra.org.pk</a> ) and DPP&I-35 (Revised 2 from DGDP Registration Cell on Phone No. 0 the tender. If your firm / company possesses capability, you must be registered or willing to award of contract, which shall be made after a required registration documents mentioned in the contract.	yourself with PPRA Rules 2004 2019) (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. <u>Conditions Governing Contracts</u> . The I/T (Invitation to Tender) i.a.w PPRA Rules		Understood agreed	Understood not agreed
entered into between the parties i.e. the Directorate General Defence Purchase (D accordance with the law of contract Act, 187 Purchase Procedure & Instructions and DP-38 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 2019) and other special		
4. <u>Delivery of Tender.</u> The tender do commercial offers are to be furnished as under	<u> </u>		
a. <u>Commercial Offer.</u> The offer will quoted in figures as well as in words	I be in duplicate and indicate prices in the currency mentioned in IT. It	Understood agreed	Understood not agreed

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

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

Understood not agreed

Understood

agreed

Understood

not agreed

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

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

- c. <u>Special Instructions.</u> Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.
- d. Firms shall submit their offers in two separate envelopes (i.e. two copies of commercial offer and two or more copies of the technical offer as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should

be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it. FORM DP-1, DP-2, DP-3 and Questionnaires. Form DP-1, DP-2 Understood Understood e. agreed not agreed (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender. f. The tender duly sealed will be addressed to the following:-**Directorate of Procurement (Navy)** Through Bahria Gate, Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Reception: Contact: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302 Email: <a href="mailto:dpn@paknavy.gov.pk">dpn@paknavy.gov.pk</a> adpn32@paknavy.gov.pk Date and Time For Receipt of Tender. Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. Understood Understood agreed not agreed 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 051-9262302 well before the opening date / time. **Tender Opening.** Tenders will be opened as mentioned in the schedule to Understood Understood agreed not agreed tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. Validity of Offer. The validity period of quotations must be indicated and should Understood Understood invariably be 120 days from the date of opening of commercial offer or agreed not agreed 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. b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any gty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount. Understood Understood Firm may quote for the whole or any portion, or to state in Part Bid. 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

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accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted. Quoting of Rates. Only one rate will be quoted for entire quantity, item Understood Understood agreed not agreed 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). 10. Return of I/T. ITs are to be handled as per following guidelines: Understood Understood agreed not agreed For registered firm(s), case will be referred to DGDP for necessary a. administrative action if firms registered / indexed for tendered items/stores do not quote / participate. b. 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 Understood 11. Withdrawal of Offer. Firms shall not withdraw their commercial agreed not agreed 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. 12. **Provision of Documents in case of Contract.** Understood In case any firm Understood agreed not agreed wins a contract, it will deposit following documents before award of contract: a. Proof of firm's financial capability. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores. C. Principal/Agency Agreement. Registration with DGDP (Provisional Registration is mandatory) d. 13. **Treasury Challan.** Offers by registered firms must be accompanied with a Challan Attached Not Attached 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 acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP). Earnest Money/Tender Bond:- Your tender must be accompanied by a Attached Not Attached Call Deposit Receipt (CDR) in favor of CMA (DP), 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) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
  - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
  - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4 Million.
  - (iv) <u>Submitting improper Earnest Money</u>. Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper / insufficient in violation of IT condition.
- b. 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).
- **15.** <u>Documents for provisional registration:</u> In case your firm wins a contract on Earnest Money (EM), it will deposit following documents to DGDP (Registration Section) before the award of contract for provisional registration:-

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

Understood	Understoo		
agreed	Not agreed		

	Agreement in case of local agent. Trading House/ Company/ Exporter /Stockiest etc.		
nspe	Inspection Authority. CINS, Joint Inspection will be carried out by Consignee & Specialist User or a team nominated by Pakistan Navy. CINS ection shall be as prescribed in DPPI-35 and PP & I (Revised 2019) or as pers of the contract.	agreeu	Understood not agreed
17. Warr	<u>Condition of Stores.</u> Brand new stores will be accepted on Firm's ranty/Guarantee Form DPL-15 enclosed with contract.	Understood agreed	Understood not agreed
18. subn	<b><u>Documents Required.</u></b> Following documents are required to be nitted 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:		
	<ul> <li>(i) Imported material with break down item wise along-with import duties.</li> <li>(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:- <ul> <li>(1) General Sales Tax</li> <li>(2) Income Tax</li> <li>(3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.</li> <li>(4) Any other tax/duty.</li> </ul> </li> <li>(iii) Fixed overhead charges like labour, electricity etc.</li> <li>(iv) Agent commission/profit, if any.</li> <li>(v) Any other expenditure/cost/service/remuneration as asked for in the tender.</li> </ul>		
19. of co	Rejection of Stores/Services. The stores/services offered as a result ontract concluded against this tender may be rejected as follows:  a. 1 <sup>st</sup> rejection on Govt. expense  b. 2 <sup>nd</sup> rejection on supplier expense	Understood agreed	Understood agreed

c. 3 <sup>rd</sup> rejection contract cancellation will be initiated.		
20. Security Deposit/Bank Guarantee. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee(BG) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CDR/Bank Draft/Pay Order. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.	Understood agreed	Understo
21. <u>Integrity Pact</u> . There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:	Understood agreed	Understoo
a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk		
b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, <a href="PERMANENT BLACKLISTING">PERMANENT BLACKLISTING</a> of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.		
c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.		
22. <u>Correspondence.</u> All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).	Understood agreed	Understood not agreed

DP(N) OEM mentio and w Contra	<u>Pre-shipment Inspection</u> . 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 med in the I.T, firm(s) must clarify the place, number of persons, duration thether expenses on such visits would be borne by the Purchaser or actor. In case contractor is responsible for bearing such expenses, detailed down 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	<u>Discrepancy</u> . The consignee will render a discrepancy report to all med 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.	Understood agreed	Understood not agreed
27.	Force Majeure.		
	a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.	Understood agreed	Understood not agreed
	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.		
under	<u>Arbitration.</u> Parties shall make their attempt to settle all disputes arising this contract through friendly discussions in good faith. In the event that party shall perceive such friendly discussion to be making insufficient	Understood agreed	Understood not agreed

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	** 1	** 1
29. <b>Court of Jurisdiction</b> . In case of any dispute only court of jurisdiction	Understood agreed	Understood not agreed
at Islamabad, Pakistan shall have jurisdiction to decide the matter.		
30. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with	Understood agreed	Understood 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.		
31. <u>Risk Purchase.</u> 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	Understood agreed	Understoo not agreed
Expense (RE) of the supplier in accordance with DP-35.		
32. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores /	Understood agreed	Understoo not agreed
equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience		
resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.		
33. <u>Gratuities/Commission/Gifts</u> . No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier	Understood agreed	Understood not agreed
except the agent commission payable as per the agent commission policy of the		

government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other

punitive measure which the purchaser may consider appropriate.

34.	<u>Term</u>	inatior	n of Contract.		
	for re Suppl accep stores is cor	es to t asons lier a re ot de s/goods npleted	any time during the currency of the contract the Purchaser erminate the contract for any reason whatsoever (other than of Non-Delivery) he shall have right to do so by giving the egistered notice to that effect. In that event the Purchaser will livery at the contract price and terms of such s/services which are in the actual process of manufacture that d and ready for delivery within thirty days after receipt by the such notice.	Understood agreed	Understood not agreed
	b. the P		e case of remainder of the undelivered stores/goods/services er may elect either:		
		(i) there	To have any part thereof completed and take the delivery of at the contract price or.		
		Supp to be proce	To cancel the remaining quantity and pay to the Supplier for rticles or sub-components or raw materials purchased by the lier and are in the actual process of manufacture at the price determined by the Purchaser. In such a case materials in the ess of manufacture shall be delivered by the Supplier to the paser.		
			No payment shall however be made for any materials not yet e actual process of manufacture on the date notice of ellation is received.		
	stipula reserv	y term ated ti ves the	Id the Supplier fail to deliver goods/services in time as per is of contract or fail to render Bank Guarantee within the time period or any breach of the contract the Purchaser e right to terminate/cancel the contract fully or any part thereofind expense (RE) of the Supplier.		
Groui	ves ful nds for	l rights	erved. Directorate of Procurement (Navy), Islamabad to accept or reject any or all offers including the lowest. rejections may be communicated to the bidder upon written ation for grounds is not required as per PPRA Rule 33 (1).	Understood agreed	Understoo not agreed
sale/p	undert ourchas on othe	take a se of s r than	NON DISCLOSURE AGREEMENT (NDA). The supplier is per attached Annex E that any information about the stores under this contract shall not be communicated to any the manufacturer of the stores, or to any press or Agency not N) to receive it.	Understood agreed	Understood not agreed
			shall be punishable under the Official Secrets Act, 1923 in tion of the contract at the risk of the Supplier.	Understood agreed	Understood not agreed
37. from			gment. Firms will send acknowledgement slips within 07 days wnloading of IT from the PPRA Website i.e. www.ppra.org.pk		
38.	<u>Disq</u> ı	ualifica	ation. Offers are liable to be rejected if:-	Understood agreed	Understood not agreed
	a. h		ived later than appointed/fixed date and time.		

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

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:

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 par	ra
39 ab	ove shall not	be entertained.	

41. <b>For Firms not Registered with DGDP</b> . 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 law paras 12 and 14 above and provision of documentary proof regarding
financial status of the firm alongwith NTN and GST registration copies.

Understood

agreed

Understood

not agreed

(FS) tende	ration ii Team v r after	n accordance with Para 41. will be made for security	d with DGDP should initiate provisional Besides, ground check by Field Security clearance related to participation in the indertake to provide following documents		
	a. b. c. d. e. f. g. h. j. k. l. m. p. q. r. s. t. u. v. w. x. y. z. aab. ac. ad.	Income Tax Return Sales Tax Return Sales Tax Certificate Chamber of Commerce Inc Professional Tax Certificat Office/Home/Ware House Utility Bills (Phone/Electrici Firm Vehicle/Personal Veh CEO Visiting Card/NIC Co DGDP Registration letter Firm Bank Statement Non Black List Certificate 2 X Witness + CNIC and M Police Verification Agency Agreement OEM Certificate ISO Certificate Stock List with value Company Profile/Broacher Employees List Firm Categories Sole Proprietor Certificate Partnership Deed Pvt Limited Memorandum of Articles Form 29 and Form A Incorporation Certificate	te (Excise & Taxation) Property documents ity) nicle py, 03Xspecimen signature of CEO		
_	d" shal	I not be changed / withdraw	I IT clauses marked as "Understood & wn after tender opening. The IT provisions sequent contract negotiations.	Understood agreed	Understo not agree
44.	The a	pove terms and conditions a	are confirmed in total for acceptance.		
45.	Forma	at of DPL-15 (warranty form	) and PBG are enclosed as Annex A & B.		
			Sincerely yours,		
			(To be Signed by Officer Concerned)		

Name:\_\_\_\_\_

#### **DPL-15 (WARRANTY)**

FIRM'S NAME: M/s_				

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

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

SIGNATURE
DATE
PLACE

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

(i)	Contract No	dated
(ii)	Name of Firm/Contractor	
(iii)		
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
(		
\		(in words)
(vii)		`
		Republic of Pakistan through th Defence Purchase) Rawalpindi.
Sir,		
1.	Whereas your good self have	ve entered into Contract No.
	with Messer's	
	(Full Name a	nd Address)
custo		f unconditional Bank Guarantee by or sum of Rsapplicable)
	In compliance with this stipuundertake as under: -	ulation of the contract, we hereby agree
a. refer	ence to our Customer and	onally on demand and/or without ar amount not exceeding the sum or R Rupees or FE (as applicable as would be mentioned in you
writte	en Demand Notice.	·
b.	To keep this Guarantee in f	orce till
store Custo if any unde the I there recei	ahead of the original/extenders which so ever is later in durence i.e. M/sy must be duly received by a this Bank Guarantee shall clast date of the validity of the eafter shall not be entertained by of payment under this	ank Guarantee shall be kept one clear d delivery period or the warrantee of the ration on receipt of information from or or from your office. Clain us on or before this day. Our liabilities ease on the closing of banking hours of this Bank Guarantee. Claim receive by whether you suffer a loss or not. Of guarantee, this document i.e. Ban ed discharged and returned to us.

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

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

Mr	Authorized signatory
Partner/MD of M/s	, do hereby solemnly affirm to DGF
(Army), DP (Navy), DP (Air) and	Directorate General Defence Purchase, Ministry
of Defence Production, Rawalpii	ndi that our firm M/s
has applied for registration with D	Director General Defence Purchase (DGDP) duly
completed all the documents r	equired by registration section on
(date) i,e before signing the	contract. I certify that the above mentioned
	is detected on any stage that our firm has no
	ector General Defence Purchase or statemen
•	n will be liable for disciplinary action initiated (i,e
•	s with other Defence Establishment and Gov
•	/ disciplinary action taken will not be challenged
in any Court of Law.	
	Signature
Station:	Signature Name :
Date:	Appointment in Firm
24.0.	, , , , , , , , , , , , , , , , , , ,

ATTESTED BY OATH COMMISSIONER WITH STAMP

#### **INTEGRITY PACT**

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABALE BY THE SUPPLIER OF GOODS, SERVICES & WORKS IN

Con	tract No. tract Value: tract Title:			
ben ther	procurement of any efit from Governmer	/ contract, right, intent of Pakistan or any	erest, privilege or administrative su	obtained or induced other obligation or ubdivision or agency through any corrupt
com and dire age subs desc indu	represents and mission, fees etc. p shall not give or actly or indirectly throat, associate, broke sidiary, any commiscribed as consultationing the procurement of th	aid or payable to an gree to give to anyough any natural or r, consultant, directorsion, gratification, but on fee or otherwisht of a contract, right	nas fully declard yone and not give one within or outs juridical person, in or, promoter, shard ibe, finder's fee co se, with the object, interest overnment of Pal	ed the brokerage, en or agreed to give
tran not	eements and arrang saction with GoP as	gements with all per s referred to above a or shall not take a	rsons in respect and has not taker	full disclosure of all of or related to the any action or shall cumvent the above
takir and ben righ	any false declar ng any action likely warranty. It agrees efit obtained or prod	ration, not making furto defeat the purposithat any contract, cured as aforesaid lable to GoP under	Il disclosure, misr se of this declara right, privilege or shall, without pre	strict liability for epresenting facts or tion, representation other obligation or ejudice to any other or other instrument,
the com	ees to indemnify Go corrupt business pra pensation to GoP mission, gratificatio	P for any loss or da actices of M/s	mage incurred by and valent to ten tim or kickback given	
f. ben	Procurement of a efit in whatsoever from		nterest, privilege o	or other obligation or
	[The Buye	<u>:r]</u>	_	[The Supplier]

### UNDERTAKING/NON-DISCLOSURE CERTIFICATE

1.	I	
	(Name & Ap	ppointment)
on b	ehalf of	
	(Name for Firm	n / Contractor)
	(With address and T	elephone Number)
prov pena	ets Act 1923 and conditions her isions on my part or any employed	g to abide by the provision of Official einafter contained. Breach of these e of the firm, in addition to any other ate ceasing of further interaction and
		SigStatus/AppointmentPlaceDate
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

#### INVITATION TO TENDER FORM

- 1. Schedule to Tender No CICP/H01/IND/2305098/R-2404/320395 dated \_\_\_\_\_\_. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 07-05-2024. Please drop tender in the Tender Box No 202.
- 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	UNIT PRICE	TOTAL PRICE
1.	CATT/PART/PATT NO: 0211-59-204-4553			
	SHEET STEEL STAINLESS	14 Nos		
	SIZE: LENGTH - 3050 MM WIDTH - 1220 MM THICKNESS - 03 MM			
	SPECIFICATION:			
	ASTM A 240 GRADE : SS304 Thickness Tolerance : ± 0.25 MM			
	FOR/FOB case above mentioned price includes 18% (Please tick Yes or No)	Yes	١	No

**Note:** All participating firms are required to read DP(N) requirement carefully and provide compliance against IT. No amendment will be made after submission of proposals without provision of documentary evidence.

#### **Terms & Conditions**

1. **General Instructions**. Attached as per Annex 'A'

2. **Terms of Payment.** 100% after issuance of CRV. CRV will be

issued after successful inspection/ acceptance

of stores.

3. **Origin of Stores.** To be indicated by the firm

4. **Origin of OEM.** To be indicated by the firm

5. **Technical Scrutiny Report.** Required.

6. **Delivery Period.** 06 Months

Trade Link between firm and OEM.

8. **Currency.** Pak Rupees.

9. Basis for acceptance. FOR Basis

- 10. <u>Bid validity.</u> The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial 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 days as per original offer) i.a.w PPRA Rule-26.
- 11. <u>Tendering procedure</u> Single Stage- Two Envelopes bidding procedure will be followed. PPRA Rule 36 (b) refers.
- 12. <u>Earnest Money/Tender Bond</u>:- 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 ceil for different categories OF FIRMS would be as under:-
    - (i) <u>Registered/Indexed/Pre-Qualified Firms</u>. 2% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
    - (ii) Registered/Pre-Qualified but Un-indexed Firms. 3% of the quoted value subject to maximum ceiling of Rs. 0.2 Million.
    - (iii) <u>Unregistered/not Pre-Qualified/Un-indexed Firms</u>. 5% of the quoted value subject to maximum ceiling of Rs. 0.4 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).

#### 13. 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. Tender Opening Board is authorized to check earnest money. AUTHORIZATION LETTER IS MANDATORY FORM YOUR PRINCIPAL FIRM AT THE TIME OF PARTICIPATION IN TENDER.
- h. Under taking on stamp paper w.r.t adequacy of submitted earnest money is also be enclosed.
- j. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- k. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. 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.
- I. 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.
- m. In case of multiple options quoted by firm, offer will be rejected.

NOTE: IN CASE OF FAILURE TO COMPLY ABOVE INSTRUCTIONS, TERMS AND CONDITIONS, OFFER WILL LIABLE FOR REJECTION.

### SPECIAL INSTRUCTIONS

Description	Firm's
<u> </u>	Remarks
	Comply /
COURCE OF CURRICY	Not Comply
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. Supplier 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 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. Supplier in his "Offer/Quotation" is to provide OEM's contact (address, email address, phone, fax and website etc).	
ORIGIN OF SUPPLY	
5. Supplying firm in its "Offer/Quotation" is to specifically mention a country of origin for the stores which will be subsequently endorsed in the "Contract".	
<u>UPDATES &amp; CURRENT INFORMATION</u>	
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 origination 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) Pattern/Part Numbers 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 or Batch Numbers or Lot Numbers as embossed/ engraved on the stores (as applicable).	
<ul> <li>(6) Details of Test reports (FATs Report) along with dates and test conducted (if applicable).</li> <li>(7) Details of third party testing authority (if their</li> </ul>	
services used).  (8) List of safety/ regulatory standards (as applicable).  (9) Conformance to standards/specifications quoted in	

the IT.		
c. Import documents comprising landing / Airway Bill or Shipping Bill and Bill of Entry duly endorsed with the name of supplying firm, if the item is sourced from abroad by local supplier/authorized dealer of OEM.		
8. Firm / Supplier shall provide correct and valid e-mail and fax No. to CINS and DP(N). Supplier / Contracting Firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP(Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificate issued by the OEM. Companies / firms rendering false OEM conformance `certificates shall be blacklisted. OEM's "Certificate of Conformity" originating from Principal who is neither the OEM nor 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.		

Tender No To:	NAME OF THE FIRM  DGDP REGISTRATION NO  ADDRESS  TELEPHONE NO  OFFICIAL E-MAIL  FAX NO  MOBILE NO
THE DIRECTOR OF PROCUREMENT (SECTION P-32) Through Bahria Gate Near SNIDS Centre, Naval Residential Complex, E-8, Islamabad Contact: Reception: 051-9262311 Bahria Gate: 331-5540649 Section: 051-9262302	
Email: <a href="mailto:dpn@paknavy.gov.pk">dpn@paknavy.gov.pk</a> <a href="mailto:adpn32@paknavy.gov.pk">adpn32@paknavy.gov.pk</a>	
DEAR SIR	DATE
THAT THIS OFFER WILL REMAIN VALID UP TO 120 DAYS AN TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY: I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCIPRESCRIBED TIME.  2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDE CONTRACT IN FORM NO. DP-35 (REVISED 2002) INCLUDED OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE CONDITIONS GOVERNING CONTRACTS" AND ESPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/ IN ACCORDANCE WITH THE REQUIREMENTS.	RS AND GENERAL CONDITIONS GOVERNING IN THE PAMPHLET ENTITLED, GOVERNMENT GENERAL DEFENCE PURCHASE) "GENERAL HAVE THOROUGHLY EXAMINED THE THE SCHEDULE HERETO AND AM/ARE FULLY
3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FORM	I PART OF THIS TENDER:
A	
	Yours faithfully,
	(SIGNATURE OF TENDERER)
	(CAPACITY IN WHICH SIGNING) ADDRESS:
*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CO	ONNECTED WITH A CONTRACT MUST SPECIFY:-

- (a) WHETHER SIGNING AS "SOLE PROPRIETOR" OF THE FIRM OR HIS ATTORNEY.
- (b) Whether signing as a "Registered Active Partner" of the firm or his attorney.
- (c) WHETHER SIGNING FOR THE FIRM "PER PROCURATION".
- (d) IN THE CASE OF COMPANIES AND FIRMS REGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO-DATE AND UNDER THE PARTNERSHIP ACT 1932, THE CAPACITY IN WHICH SIGNING E.G., THE DIRECTOR, SECRETARY, MANAGER, PARTNER, ETC. OR THEIR ATTORNEY AND PRODUCE COPY OF DOCUMENT EMPOWERING HIM SO TO SIGN, IF CALLED UPON TO DO SO.
- (e) Principal's Proforma invoice (in original)

- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

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

#### **IMPORTANT**

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

1.	Name :
2.	Father's Name :
3.	Address (Residential) :
 4.	Designation in Firm :
5.	CNIC :(Attach Copy of CNIC)
6.	NTN :(Attach Copy of NTN)
7.	Firm's Address :
Ω	Date of Establishment of Firm :
9.	Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. tach Copy of relevant CERTIFICATE)
10.	In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).
(Ki	ndly fill in the above form and forward it under your own letter head with contact details)