**Tender Covering Form**
**Directorate of Procurement (Navy)**
**Through Bahria Gate**

Contact: For General Queries 051-9262306, Bahria Gate 0331-5540649, Section: 051-9262302
Email: dpn@paknavy.gov.pk 051-9262302 adpn32@paknavy.gov.pk
P-32/FOR Section (Contact: 051-9262302, Email: adpn32@paknavy.gov.pk)

Tender No & Date _____

Tender Description _____

IT Opening Date _____

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

Contact Person Name _____

Contact Number (Landline _____) (Mobile _____)

**Documents to be Attached with Quotation**

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

**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 Challan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP)) | | |
| 2. | DP-1 Form of IT with tick mark against each clause and initiated on each page | | |
| 3. | DP-2 Form of IT with compliance remarks against each clause and initiated on each page | | |
| 4. | Annex A of DP-2 of IT duly filled (with compliance remarks) | | |
| 5. | Annex B & C (if any) of DP-2 of IT (with compliance remarks) | | |
| 6. | DP-3 Form of IT (duly filled & Signed) | | |
| 7. | Manufacturer Authorization letter (where applicable) | | |
| 8. | Manufacturer Price list (where applicable) | | |
| 9. | DRAP registration letter (in case of medical) | | |
| 10. | DGDP Registration Letter (If firm is registered with DGDP) | | |
| 11. | Tax Filling Proof | | |
| 12. | Affidavit/ Undertaking of provisional registration | | |

**Sealed Envelop 2 – Earnest Money**

This Envelop must contain Earnest Money only.

**Sealed Envelop 3 – Commercial Offer**

This Envelop must contain following documents:

| | | |
|---|---|---|
| 1. | Firm's Commercial Offer | 01 x Original |
| 2. | Principal Invoice (where applicable) | 01 x Original |
| 3. | Dully filled DP-2 Form of IT | 01 x Original |

**Firm's Declaration**

It is certified that we have submitted tender in compliance with above instructions.

Firm's Authorized Signatures _____

**DIRECTORATE PROCUREMENT (NAVY)**

Tender No.....
Directorate of Procurement (Navy)
Through Bahria Gate,
Near SNIDS Centre,
Naval Residential Complex, E-8,
Islamabad
Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262302
Email: **dpn@paknavy.gov.pk**
**adpn32@paknavy.gov.pk**

M/s_____
_____
_____
_____
_____

Date

**INVITATION TO TENDER AND GENERAL INSTRUCTIONS**

Dear Sir / Madam,

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

2. Caution: This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules and DPP&I-35 (Edition 2024) covering general terms and conditions of contracts laid down by MoD/ DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules (www. ppra.org.pk) and DPP&I-35 (Edition 2024) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood agreed ☐ Understood not agreed ☐

3. Conditions Governing Contracts. The 'Contract' made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules shall mean the agreement entered into between the parties i.e. the "Purchaser and the Seller" on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and hose contained in Defence Purchase Procedure and Instructions and DPP&I-35 (Edition 2024) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

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

c. **Special Instructions.** Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected.

Understood agreed ☐ Understood not agreed ☐

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

e. **FORM DP-1, DP-2, DP-3 and Questionnaires.** Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the technical offer duly stamped/signed by the authorized signatory/ person. It is pertinent to mention that all these are essential requirement for participation in the tender.

Understood agreed ☐ Understood not agreed ☐

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

**Directorate of Procurement (Navy)**
Through Bahria Gate,
Near SNIDS Centre,
Naval Residential Complex, E-8,
Islamabad
Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262302
Email: **dpn@paknavy.gov.pk**
adpn32@paknavy.gov.pk

5. **Date and Time For Receipt of Tender.** Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468/ 0331-5540649 well before the opening date / time.

Understood agreed ☐ Understood not agreed ☐

6. **Tender Opening.** Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date and time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA.

Understood agreed ☐ Understood not agreed ☐

7. **Validity of Offer.**

a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Commercial 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.

Understood agreed ☐ Understood not agreed ☐

b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates

8. **Quoting of Rates.** Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firms 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).

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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 firms name from our future distribution list of invitation to tender.

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

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

10. **Withdrawal of Offer.** Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

12. **Treasury Challan.**

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

Attached ☐ Not Attached ☐

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

13. **Earnest Money/Tender Bond:-** Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer (Format as per details in last clause of thid DP-1). Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

Understood agreed ☐ Understood Not agreed ☐

a. **Submitting improper Earnest.** Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and

rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.

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

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

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

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms**. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

c. **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).

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

Understood agreed ☐ Understood Not agreed ☐

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

**15. Inspection Authority.** Joint Inspection/ Inspection will be carried out by relevant Inspecting Authority of PN, Consignee and Specialist User or a team nominated by Pakistan Navy in light of DPP&I-35 (Edition 2024).

Understood agreed ☐ Understood not agreed ☐

(**Note:** CINS shall not be held responsible or liable for any loss, damage or injury to the supplier/ firm's assets, items under inspection, equipment, infrastructure or personnel that may occur during or in connection with the inspection activities/ operations carried out by CINS inspectors. The Supplier firm shall be responsible for ensuring the safety and protection of its facilities, equipment, materials and personnel during the inspection process)

16. **Condition of Stores.** Brand new stores will be accepted on Firms Warranty/Guarantee Form DPL-15 enclosed with contract.

| Understood agreed | Understood not agreed |
|---|---|
| ☐ | ☐ |

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

| Understood agreed | Understood not agreed |
|---|---|
| ☐ | ☐ |

a. Complete Trade link between firm and OEM/ Manufacturer.

b. The firm/supplier shall provide correct and valid e-mail and Fax No to relevant inspecting authority and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to Inspecting Authority of PN or is to be e-mailed to relevant inspecting authority under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, relevant inspecting authority 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:

(1) Imported material with break down item wise along-with import duties.
(2) Variable business overheads like taxes and duties imposed by the federal/ provincial government as applicable:-
  (a) General Sales Tax
  (b) Income Tax
  (c) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
  (d) Any other tax duty.
(3) Fixed overhead charges like labour, electricity etc.
(4) Agent commission/profit, if any.
(5) Any other expenditure/cost/service/remuneration as asked for in the tender.

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

| Understood agreed | Understood agreed |
|---|---|
| ☐ | ☐ |

a. 1st rejection on Govt. expense.
b. 2nd rejection on supplier expense.
c. 3rd rejection contract cancellation will be initiated.

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

Understood agreed ☐ Understood not agreed ☐

20. **Integrity Pact.** There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Understood Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise Integrity Pact is placed as per details in last clause of DP-1. Following provisions must be clearly read and understood for strict compliance:

Understood agreed ☐ Understood not agreed ☐

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

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

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Respective Section 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.

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

24. **Discrepancy**. The consignee will render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood agreed ☐ Understood not agreed ☐

25. **Price Variation.**

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

Understood agreed ☐ Understood not agreed ☐

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.

26. **Force Majeure.**

a. The Parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Pandemic, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties and any events or circumstances on which the Parties has no control.

Understood agreed ☐ Understood not agreed ☐

b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties.

c. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party of such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation or estimate of their probable impact upon performance of obligations under the Contract, as well as the time required for such performance.

d. Upon termination of the above-mentioned circumstances, the suffered Party should promptly give a relevant written notice to the other Party. The said notice should specify the time, within which performance of obligations under the Contract is being suggested.

e. Within reasonable time, the party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.

f. Should the force-majeure situation occur, the timing of performance by the Parties of their respective obligations under the Contract shall be extended adequately, by adding on the duration of such circumstances and consequences thereof.

g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the Parties shall negotiate and coordinate appropriate measures needed to be taken in order to perform their respective obligations under the Contract. If duration of such circumstances exceeds 6 (six) months and the Parties fail to agree on further coordinated measures needed to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the Contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other Party (Seller).

h. The Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of a force-majeure event.

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

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

| Understood agreed | Understood not agreed |
|---|---|
| ☐ | ☐ |

a. The dispute shall be referred to Secy (Ministry of Defence) for his decisions.

b. The venue of arbitration shall be the place as the Purchaser at his discretion may determine.

c. Decision of Secy (Ministry of Defence) shall be final and binding on both the parties.

d. In the course of arbitration, the contract shall 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

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

30. **Risk Purchase.** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP&I-35 (Edition 2024). The purchaser shall be entitled to receive back all advance payment made by him and will have the right to purchase the store of similar/ equivalent specification from elsewhere. In such case, price difference (if any over and above the net LC Value of this contract) will be paid by supplier as compensation for RE amount.

Understood agreed ☐ Understood not agreed ☐

31. **Compensation Breach of Contract.** If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

Understood agreed ☐ Understood not agreed ☐

32. **Termination of Contract.**

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

Understood agreed ☐ Understood not agreed ☐

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

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

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

such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.

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

c. Should the Supplier fail to deliver goods/services 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.

33. **Rights Reserved.** Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33(1).

Understood agreed ☐ Understood not agreed ☐

34. **Non Disclosure Agreement/ Secrecy Clause.**

Understood agreed ☐ Understood not agreed ☐

a. The Purchaser and the Contractor undertake and agree to exercise their best efforts to prevent any unauthorized person(s) from gaining access to drawing offices or workshops or other premises where the supplies are being designed, manufactured, constructed, stored and/or outfitted.

b. As the Contractor and its Sub-Contractor(s)are the exclusive owners of the intellectual property rights/ copy rights and industrial rights of any and all contractual designs, data, software, TDP, drawings etc, and since they possess all relevant rights therein, the Purchaser and the Contractor undertake and agree to prevent such designs, data, software, drawings, TDP, etc. as well as copies thereof from falling into the hands of representatives of any other foreign power or competitor of the Contractor or its Sub-Contractor(s) and Purchaser or any other unauthorized Party or person.

c. The above provisions shall, however, not be construed as any restriction whatsoever of the Purchaser's/ Shipyard's application and use of such drawings and TDP for any purpose in accordance with this Contract.

d. The secrecy obligations above are supplementary to those contained in any agreement between the Pakistan Navy on behalf of the Purchaser, whereby the obligations pursuant to above shall be subject to the Pakistan law regarding the custody and protection of classified matter.

e. It is the Contractor's responsibility to ensure that all such information is protected in accordance with the protective markings assigned by the Purchaser. If in any case this become essential with regards to this Contract to disclose the information classified as Confidential or above to Sub-Contractors (OEMs), approval must be sought from the Purchaser.

f. The Contractor undertakes to prevent any platform(s) being constructed/ upgraded, and/or unauthorized visits to the systems/equipment being manufactured / developed for the Purchaser to ensure confidentiality of the information concerning this

project. No unauthorized Party or person may be allowed onboard during its construction/ upgrade and qualification tests.

g. The terms of this Contract are 'CONFIDENTIAL' and each Party agrees not to disclose them to any Third Party except as may be necessary for the performance of this Contract which includes its professional advisors and as else may be required.

h. The Contractor undertakes as per relevant Annex, that any information about the sale/purchase of the goods / stores under this contract shall not be communicated to any person/organization / agency, other than the manufacturer of the stores/equipment/ material, or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account will be punishable under Official Secrets Act-1923 of Pakistan and may lead to legal action against the contractor in addition to termination of the contract at the risk and expense of the Contractor.

35. **End User Certificate (EUC) (where applicable)**

a. If EUC is required on a specific format provided by the foreign government for issuance of export licenses/ permit, Seller is to enclose specimen of the same with the bid documents which will be subsequently made part of the contract (with complete details of items and quantities).

Understood agreed ☐ Understood not agreed ☐

b. If Seller cannot provide the specimen of the EUC before finalization of the contract, then the Seller will initiate a formal request with 15 days of the signing of the contract to ensure correctness of the specimen as well as to reconfirm the number of items for which EUC is being sought.

c. If issuance of the EUC is linked with the 'Effective Date of Contract' the delay on part of Seller to timely initiate the request for the issuance of the EUC or providing the correct format/ specimen, will make him liable to imposition of LD. Any delay on part of Seller in obtaining export licenses, permits, third party certificate etc, will not be considered as 'force majeure'. Having received the request for the EUC from the Seller, the Purchaser will provide EUC within 30 days provided the specimen is correct in all respect.

36. **Acknowledgment.** Firms will send acknowledgement slips within Understood 07 days from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

a. Received later than appointed/fixed date and time.
b. Offers are found conditional or incomplete in any respect.
c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at relevant clause.
f. Treasury challan is NOT attached with the technical offer.

g. Multiple rates are quoted against one item.

h. Manufacturers relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.

j. Subject to restriction of export license.

k. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.

l. If the 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). p. If validity of offer is not quoted as required in IT or made subject to confirmation later.

r. Offer made through Fax/E-mail/Cable/Telex.

s. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.

t. If OEM and principal name and complete address is not mentioned.

u. Original Principal Invoice is not attached with offer.

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

Understood agreed ☐ Understood not agreed ☐

| S.No. | Category of Appeal | Limitation Period |
|---|---|---|
| a. | Appeals for liquidated damages | Within 180 days decision |
| b. | Appeals for reinstatement of contracts | Within 60 days decision |
| c. | Appeals for risk & expense amount | Within 180 days of decision |
| d. | Appeals for rejection of stores | Within 21 days of decision |
| e. | Appeals in all other Cases | Within 60 days of decision |

39. **Limitation.** Any appeal received after the lapse of timelines given in para 39 above shall not be entertained.

Understood agreed ☐ Understood not agreed ☐

40. **For Firms not Registered with DGDP**. For firms not registered with DGDP. Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website www. dgdp.gov.pk. These firms can participate in tender iaw relevant paras and provision of documentary proof regarding financial status of the firm alongwith NSN/ GST registration copies.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

a. NTN

b. Income Tax Return

c. Sales Tax Return
d. Sales Tax Certificate
e. Chamber of Commerce Industry Certificate
f. Professional Tax Certificate (Excise and Taxation)
g. Office/Home/Ware House Property documents
h. Utility Bills (Phone/Electricity)
j. Firm Vehicle/Personal Vehicle
k. CEO Visiting Card/NIC Copy, 03 x specimen signature of CEO
l. DGDP Registration letter
m. Firm Bank Statement
n. Non Black List Certificate
p. 2 x witness + CNIC and Mobile Numbers
q. Police Verification
r. Agency Agreement s. OEM Certificate
t. ISO Certificate
u. Stock List with value
v. Company Profile/Broachers
w. Employees List
x. Firm Categories
y. Sole Proprietor Certificate
z. Partnership Deed
aa. Pvt Limited
ab. Memorandum of Articles
ac. Form 29 and Form A
ad. Incorporation Certificate

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

44. Format of all forms and their relevant details is mentioned as under:

Understood agreed ☐ Understood not agreed ☐

| S.No. | Annex | Detail |
|---|---|---|
| a. | Annex A to DP-1 | DPL-15 (Warranty/ Guarantee Format) |
| b. | Annex B to DP-1 | BG Format on Judicial Stamp Paper |
| c. | Annex C to DP-1 | Integrity Pact |
| d. | Annex D to DP-1 | Data for Issuance of Earnest Money |
| e. | Annex E to DP-1 | Undertaking for Registration with DGDP |
| f. | Annex F to DP-1 | Undertaking/ non-disclosure certificate |

Sincerely yours,

_____
(To be Signed by Officer Concerned)
Rank:_____
Name:_____

**ANNEX A to DP-1**

## DPL-15 (WARRANTY)

**FIRM'S NAME:** M/s_____

_____

_____

_____

_

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).

3. This warranty shall remain valid for 01 Year after the acceptance of stores by the end user

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

SIGNATURE_____

DATE_____

PLACE_____

**ANNEX B to DP-1**

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

(i) Contract No._____ dated _____
(ii) Name of Firm/Contractor_____
(iii) Address of Firm/Contractor _____
(iv) Name of Guarantor _____
(v) Address of Guarantor _____
(vi) Amount of Guarantee Rs. _____
in words_____
(vii) Date of expire of Guarantee_____

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

Sir,

1. Whereas your good self have entered into Contract No. _____ _____ dated _____ with Messer's_____ _____ (Full Name and Address) hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs. _____ Rupees/FE (as applicable)_____ _____

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

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

b. To keep this Guarantee in force till _____.

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

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

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

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

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

**Guarantor**

Dated: _____ _____

(Bank Seal and Signatures)

**ANNEX C to DP-1**

## INTEGRITY PACT

## DECLARATION OF FEE, COMMISSION AND BROKERAGE ETC PAYABALE BY THE SELLERS OF GOODS, SERVICES & WORKS

Contract Title:

M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s _____ represents and warrant that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

M/s _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

M/s _____Notwithstanding any rights and remedies exercised by GoP in this regard, (the seller/seller) agrees to indemnify GoP for any loss or damage incurred by it on account of the corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____as aforesaid for the purpose of obtaining or inducing the procurement of any contract, interest, privilege or other obligation or benefit in whatsoever form from GoP.

_____ [The Buyer]

_____ [The Supplier]

**Annex D to DP-1**

## 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)

7. Firm's Address :
_____
_____
_____

8. Date of Establishment of Firm
_____

9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. (Attach Copy of relevant CERTIFICATE)

10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner). (Kindly fill in the above form and forward it under your own letter head with contact details)

**Annex E to DP-1**

**AFFIDAVIT/ UNDERTAKING**
**(For Provisional Registration)**
**(On Judicial Stamp Paper worth Rs. 100)**

1. I Mr_____having CNIC/ Passport No._____ authorized signatory/ partner/ MD/ Proprietor of M/s_____ do hereby solemnly affirm to DGDP, MoD, Rawalpindi that our firm M/s _____will apply/ has applied for registration with DGDP, MoD by submitting all the documents required or the registration on _____[insert date].

2. In case we do not apply for registration by the date mentioned above or it is found at any stage that our firm has not applied for registration with the DGDP, MoD as stated above, our firm shall be liable to disciplinary and legal action by the DGDP/ MoD or any of the organization of the MoD

3. I also accept that any disciplinary and legal action taken by the MoD or any of its organization against my firm in this regard will not be challenged in any court of law.

Station_____ Signature:_____
Dated_____ Name_____
Appoint in Firm:_____

Note: Give complete postal address with telephone/ fax numbers and email address.

ATTESTED BY OATH COMMISSIONER WITH STAMP

**Annex F to DP-1**

## NON DISCLOSURE AGREEMENT

## UNDERTAKING

1. I_____
(Name & Appointment)

on behalf of _____
(Name for Firm / Contractor)

_____
(With address and Telephone Number)

2. Do hereby solemnly affirm to abide by the provision of Official Secrets Act, 1923 and the conditions contained therein. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate cancellation of the contract and may lead to legal action beside completion of the remainder work by any other business concern considered suitable by the accepting office at our own risk.

3. M/s_____ accepts full responsibility and strict liability to protect classified information contained in the contract however in any case this become essential to disclose the information classified as confidential or above to sub-contractor (OEM) approval from the purchaser shall be sought. Infringement of aforesaid will render contract termination apart from legal action before the court of competent jurisdiction as per contract.

Sig _____
Status/Appointment_____
Place _____
Date _____

1. Signature of Witness _____
Name (in Block capital)_____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address _____
_____

2. Signature of Witness _____
Name (in Block capital)_____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address _____
_____

DP 2

# INVITATION TO TENDER FORM

1. Schedule to Tender No **CICP/B03/IND/2005100/R-2010/320053/RE** dated **null.** This tender will be closed for acceptance at 1030 Hours and will be opened at **1100 hours** on **15-12-2026.** 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 and stamped. Same are available at www.ppra.org.pk

| S No | Detail of Stores | Qty/ Unit | Unit Price | GST (___%) | Total Price |
|---|---|---|---|---|---|
| 1. | **NSN: 0267-59-521-3279**<br>PIPING STEEL GALVANIZED (SEAMLESS)<br>**SIZE:** 1.25 X 1.688 X 0.128 INCH<br>**LENGTH:** 06 METERS<br>**SPECIFICATION OF ITEM:**<br>1. BS EN 10216-2 OF 2002<br>GRADE: P265 GH<br>2. BS 729<br>(FOR GALVANIZING) | **2,700 Meters** | | | |
| | **GRAND TOTAL** | | | | |

**NOTE:**

1. Firms/ supplier shall provide correct and valid email and fax No to Inspection Authority of Pakistan Navy and DP(N). Supplier/ contracting firm shall either provide OEM conformance certificate to Inspection authority of Pakistan Navy under intimation to DP(Navy). Hard copy of CoC must follow in any case through courier. On receipt, inspection authority of Pakistan Navy 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. Stores will be inspected by Inspection authority of Pakistan Navy.

3. 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 alongwith DP-1, DP-2 & DP-3 duly signed and stamped on each page are required **in duplicate.**

**Terms & Conditions**

1. **General Instructions.** Attached as per Annex A of DP-2
2. **Terms of Payment.** 100% after issuance of CRV. CRV to be issued after successful acceptance/ inspection 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.** Within 06 months from CED

7. **Currency.** Pak Rupees.

8. **Basis for acceptance.** FOR Basis

9. **Bid validity.** 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.

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

11. **Earnest Money/Tender Bond** Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

a.. **Submitting improper Earnest**:- Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/ insufficient in violation of IT condition.

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

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

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

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms**. 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

c. **Return of Earnest Money**

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

12. **Special Note.**
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 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.

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

e. 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.

f. 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.

g. Company registration certificates are to be attached with offer.

h. 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 is MANDATORY from your Principal firm at the time of participation in tender.

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 & C (as applicable) duly signed and stamped by firm authorized rep is to provide for technical scrutiny.

l. 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

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

**ANNEX A of DP-2**

**SPECIAL INSTRUCTIONS**

| **Description** | **Firm's Remarks Comply / Not Comply** |
|---|---|
| **SOURCE OF SUPPLY**<br>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.<br>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.<br>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:<br>a. Certificate reference number with date<br>b. Name of the authorized dealer/agent/stockist<br>c. Last date/duration/period for validity of dealership<br>4. Supplier in his "Offer/Quotation" is to provide OEM's contact (address, email address, phone, fax and website etc). | |
| **ORIGIN OF SUPPLY**<br>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". | |
| **UPDATES & CURRENT INFORMATION**<br>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**<br>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:-<br>(1) OEM Name and Valid email address.<br>(2) Description of stores along with quantity<br>(3) Pattern/Part Numbers of stores<br>(4) Manufacturer Identification (Name Address and Contact No).<br>(5) Date/Period of Manufacturing (Must not be older than one year at the time of delivery)<br>(6) List of Serial Numbers or Batch Numbers or Lot Numbers as embossed/ engraved on the stores (as applicable).<br>(7) Details of Test reports (FATs Report) along with dates and test conducted (if applicable).<br>(8) Details of third party testing authority (if their services used).<br>(9) List of safety/ regulatory standards (as applicable).<br>(10) Conformance to standards/specifications quoted in the IT.<br>(11) Date/ period of Manufacturing should not be older than one year at the time of delivery (In case of machinery equipment/spares). | |
| c. Import documents comprising 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**<br>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.<br><br>10. Lab Test charges will be borne by the contracting firm.<br><br>11. Contracted firm is to submit inspection Challan to CINS for inspection through fastest mean such as electronic mail at CINS e-mail address cins@paknavy.gov.pk and same is to be followed through registered mail to following CINS address:<br><br>**Chief Inspector of Naval Stores**<br>6, Liaquat Barracks,<br>Near Lucky Star Saddar,<br>Karachi<br>Ph: 021-48506119 | |

**DP-3**

TENDER NO.....

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

TO:

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: dpn@paknavy.gov.pk
adpn32@paknavy.gov.pk

DEAR SIR

DATE_____

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

2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM NO. DP-35 (REVISED 2002) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS.

3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FORM PART OF THIS TENDER:

A. .....
B. .....
C. .....

YOURS FAITHFULLY,

.....
(SIGNATURE OF TENDERER)

.....
(CAPACITY IN WHICH SIGNING)
ADDRESS:.....
DATE.....
SIGNATURE OF WITNESS.....
ADDRESS.....

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

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