Tender Covering Form
Directorate of Procurement (Navy)
Through Bahria Gate, Near SNID Center, Naval Residential Complex, E-8, Islamabad
Contact: Reception 051-9262315, Bahria Gate 0331-5540649, Section P-38
Email: dpn@paknavy.gov.pk & adpn38@paknavy.gov.pk

Tender No & Date: **TENDER NO. 2683054/R-2611/380361 DATED 22 OCT 26**

Tender Description: **NIV CARDIAC**

IT Opening Date: **08 DECEMBER 2026**

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 03x Sealed Envelops as per details given below:

Sealed Envelope 1 – Technical Offer in Duplicate

This envelope must contain **02 x sets of Technical Offer (01x Original + 01x Copy)**. Each Set must contain following documents **as per this sequence/ order** duly Flagged and firm 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 favor of CMA(DP))		
2.	Copy of Proof of Earnest Money (With erased with amount)		
3.	**Technical offer on letterhead of firm (Technical offer must be as per format mentioned in Annex-A of DP-2)**		
4.	DP-1 Form of IT with tick mark against each clause and initialed on each page		
5.	DP–2 Form of IT with compliance remarks against each clause and initialed on each page		
6.	**Annex-A of DP-2 of IT duly filled and signed.**		
7.	Annex-B & C of DP-2 of IT (with compliance remarks)		
8.	DP-3 form of IT (duly filled & signed)		
9.	Manufacturer's documents i.e Authority Letter, Manufacturing licenses and brand registration (where applicable)		
10.	Manufacturer Price list (where applicable)		
11.	DRAP registration & license of firm to sale medicines		
12.	DGDP Registration Letter (If firm is registered with DGDP)		
13.	Tax Filling Proof/ Audit Report		

Sealed Envelope 2 – Earnest Money

This Envelop must contain Earnest Money only.

Sealed Envelope 3 – Commercial Offer

This Envelop must contain following documents:

1.	**Commercial Offer on firm's Letterhead as per format mentioned in Annex-A of DP-2**	01 x Original
2.	Manufacturer Price List (where applicable)	01 x Copy
3.	Duly filled DP-2(Annex-A, Form of IT with prices)	01 x Original

Firm's Declaration

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

Firm's Authorized Signatures _____

COPY / PROOF OF EARNEST MONEY

ORIGINAL/ COPY OF BANK CHALLAN AS PER CLAUSE-13 of DP-1

Original/ Copy of Technical Offer on firm's letter head

(As per format given at Annex-A of DP-2)

Instruction for Filling Technical Offer

1. The technical offer must be in conformity with Annex-A of DP-2, wherein only brand name and manufacturer are to be filled and **no amendment of PVMS No, Generic Name, Strength/ Specs, Accounting Unit & Quantity is to be made**.

2. In case of Drugs/ dressing items brand name is written so that **it must be self-explanatory/ convey the correct name of required item**. Moreover, when a brand is quoted by distributor and **there is an importer involved, its name must be mentioned in manufacturer column**. Moreover, **writing only country name in manufacture column is to be avoided**. Furthermore, **writing only brand name without proper clarification of items strength & specs is to be avoided**. Columns mentioned in Red are never to be amended/ altered. Examples are tabulated below:

S. No	(PVMS/ NIV No)	Description of Stores / Preferred Brands (Nomenclature /Generic Name (Equivalent Brands acceptable)	Strength/ Specs	A/U	Qty Req	Sample Required	Brand Quoted by the Firm	Manufacturer & Country of Origin	Quoted (Yes/ No)	Unit Price	GST (If Any)	Toral Price Including GST
1.	585 DRS	NEBULIZATION SET (ADULT, INFANT, PAEDS)	NYA	NO	30,000		Nebulization Set (Adult, Infant, Paeds) **(Venocath)**	**B-Braun Malaysia/ XYZ Importers**	Yes	-	18%	
2.	59B DRG	NIFEDIPINE	30 MG	TAB/ Cap	30,000		Adalat 30 mg Tablet	**Bayer Pakistan**	Yes	-	N/A	

3. Technical offer must contain only quoted items i.e **items which are not quoted may not be part of technical offer**, however, Annex-A of DP-2 may be filled for Yes & No in Quoted column.

4. While preparing Commercial offer, it must be in conformity of technical offer with filling last 03 x columns **(Change of Brand Name in commercial offer and spelling mistakes are to be avoided) (applicability of GST is to be clearly mentioned, if it is not mentioned then, unit price will be considered as inclusive of GST as per PPRA rules)**.

5. In case, when quoted accounting unit is different from the required or further clarification is needed, it is to be mentioned in unit price column and **change/ amendment of tendered/ required A/U column is to be avoided**. Examples are as follows:

S. No	(PVMS/ NIV No)	Description of Stores / Preferred Brands (Nomenclature /Generic Name (Equivalent Brands acceptable)	Strength/ Specs	A/U	Qty Req	Sample Required	Brand Quoted by the Firm	Manufacturer & Country of Origin	Quoted (Yes/ No)	Unit Price	GST (If Any)	Toral Price Including GST
1.	684 DRS	ABDOMINAL SPONGE	4*4	PKT	80,000		Abdominal Sponge 4*4 **(Cotton Craft)**	**Cotton Craft Pakistan**	Yes	**80.00/ PKT of 4**	18%	6,400,000

INVITATION TO BID

1. **DIRECTORATE OF PROCUREMENT (NAVY),** a Government agency for central procurement invites sealed bids from the original manufacturers / authorized distributors / suppliers / contractors etc, registered with income tax and sales tax departments for supply of stores mentioned in DP-2 form.

2. Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available for the interested bidders at **DIRECTORATE OF PROCUREMENT (NAVY) THROUGH BAHRIA GATE NEAR SNID CENTRE, NAVAL RESIDENTIAL COMPLEX, SECTOR E-8, ISLAMABAD**. Bidding documents can also be downloaded from PPRA website (**www.ppra.org.pk**) free of cost.

3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at **DIRECTORATE OF PROCUREMENT (NAVY) THROUGH BAHRIA GATE, NEAR SNID CENTRE, NAVAL RESIDENTIAL COMPLEX, SECTOR E-8, ISLAMABAD on or before date as mentioned in DP-2 form Para-1 at 1030 hours. Bids will be opened the same day at 1100 hours.** This advertisement is also available on PPRA website at www.ppra.org.pk.

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)
Through Bahria Gate Near SNID Centre,
Naval Residential Complex, Sector E-8,
ISLAMABAD.
Tel: 051-9262315
Fax: 051-5516307
Email: dpn@paknavy.gov.pk
& adpn38@paknavy.gov.pk

M/s_____
_____
_____
_____ Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. Caution: This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2024) covering general terms & 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 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 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 2004 shall mean the agreement entered into between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DPP&I-35 (Revised 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 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.

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 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.

Understood agreed ☐ Understood not agreed ☐

e. **FORM DP-1, DP-2, DP-3 and Questionnaires** Form DP-1, DP-2 (along with 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.

Understood agreed ☐ Understood not agreed ☐

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

Directorate of Procurement (Navy)
Through Bahria Gate, Near SNID Centre,
Naval Residential Complex, Sector E-8,
ISLAMABAD.
Tel: 051-9262315
Fax: 051-5516307
E-mail: adpn38@paknavy.gov.pk

Contact:

For General Query: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262315

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 051-20063662/ 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 & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004.

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/ financial proposal or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.

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 with discount.

Understood agreed ☐ Understood not agreed ☐

8. **Part Bid**. Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

Understood agreed ☐ Understood not agreed ☐

9. **Quoting of Rates**. Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the

Understood agreed ☐ Understood not agreed ☐

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:

a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.

Understood agreed ☐ Understood not agred ☐

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

c. It is a standard practice to invite all firm(s) including those un-registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

13. **Treasury Challan**.

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

Attached ☐ Not Attached ☐

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

14. **Earnest Money/Tender Bond**:- Please ensure Earnest Money is contained in a separate envelope (not inside technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial

Attached ☐ Not Attached ☐

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

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

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

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

	Agreed	Not Agreed
(iv) **Submitting improper Earnest Money**. Earnest Money/ Bid Security furnished with tender is strictly in conformity of tender/ IT condition (Clause 14 of DP-1 and Clause 12 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. **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).

(iii) Bid Security / EM shall be forfeited in case of following:

(1) If a bidder withdraws his bid during the period of bid validity; or does not accept the correction of errors. Any in the original ITB condition would be construed as withdrawal of offer (Para-3, Chapter VIII of DPP&I-35 (Revised 2024).

(2) If a successful bidder fails to either sign the contract or furnish PBG.

(3) If an un-registered / not pre-qualified firm(s) fails to submit required papers for provisional/ normal registration/ indexation after finalization of the contract, then Bid Security/ EM will be confiscated and the ITBs will not be issued in future (Chapter XXVI of DPP&I-35 Revised 2024 Registration/ Pre-qualification of Firms).

(iv) In addition to forfeiture of bid security, the procuring agencies may take other appropriate disciplinary action against the firm in line with Chapter XXVII (Administrative/ Legal Matters).

(v) As per Para-3, Chapter VIII of DPP&I-35, firms cannot withdraw offers before signing of contract and within the validity period of the offers. Contract has to be signed by both parties within the validity period. In case

a firm withdraws its offer within the validity period before signing the contract, the Bid Security/ EM of the firm will be confiscated.

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

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

16. **Inspection Authority**. Pakistan Navy Medical Stores Depot at PNS SHIFA Karachi & PNS HAFEEZ Islamabad, Joint Inspection will be carried out by PNMSD, Consignee & Specialist User or a team nominated by Pakistan Navy. PNMSD inspection shall be as prescribed in DPP&I-35 (Revised 2024) or as per terms of the contract.

Understood agreed ☐ Understood not agreed ☐

17. **Condition of Stores**. Brand new stores will be accepted on Firm's Warranty/Guarantee Form DPL-15 enclosed with contract.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

a. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.

b. The firm/supplier shall provide correct and valid e-mail and Fax No to PNMSD and DP(N). Supplier/ contracting firm shall either provide OEM Conformance Certificate to PNMSD under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, PNMSD shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.

c. Original quotation/Principal/OEM proforma invoice.

d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.

e. Submit breakup of cost of stores/services on the following lines:

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

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

Understood agreed ☐ Understood agreed ☐

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

20. **Bank Guarantee**. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee 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 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 enforce 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 60 days beyond 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 to DP-1.

21. **Integrity Pact**. There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise Integrity Pact placed as per details in last clause of DP-1. Following provisions must be clearly read & 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-2004. The form is available at www.ppra.org.pk or can be requested at adpn38@paknavy.gov.pk

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9262315 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

23. **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 ☐

24. **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 ☐

25. **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 ☐

26. **Price Variation**.

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

b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.

Understood agreed ☐ Understood not agreed ☐

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.

27. **Force Majeure**.

Understood agreed ☐ Understood not agreed ☐

a. The parties will be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event 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 with the parties and any events or circumstances on which the supplier has no control.

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 be 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 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 a 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 days, the parties shall negotiate and coordinate appropriate measure needed to be taken in order to perform their respective obligations under the contract. If duration of such circumstances exceeds 06 months and parties failed to agree on further 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 even.

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

28. **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 the arbiration 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 course of arbitration, the contract shall be continuously be executed except that part which is under arbitration.

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

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

Understood agreed ☐ Understood not agreed ☐

30. **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 (revised 2024), 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. Grace period of 21 x days against 1st supply order and 15 x days against subsequent scheduled/ supply order is admissible.

31. **Risk Purchase**. In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP&I-35 (Revised 2024). The purchaser shall be entitle 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.

32. **Compensation Breach of Contract**. If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or 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 ☐

33. **Termination of Contract**.

Understood agreed ☐ Understood not agreed ☐

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.

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

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

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

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

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

Understood agreed ☐ Understood not agreed ☐

34. **Rights Reserved**. Directorate of Procurement (Navy) 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 ☐

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

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.

Understood agreed ☐ Understood not agreed ☐

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 'Classified' 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 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.

j. Undertaking as per format at Annex E be signed by the supplier.

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

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 offers.
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 offer.

g. Multiple rates are quoted against one item.

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

j. Subject to restriction of export license.

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

l. If the 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.

38. **Appeals by Supplier/ Firm**. Any aggrieved Supplier/Firm against the decision of DP (N) or PNMSD 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 of decision
b.	Appeals for reinstatement of contracts	Within 60 days of 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 above shall not be entertained.

Understood agreed ☐ Understood not agreed ☐

40. **For Firms not Registered with DGDP**. Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website www.dgdp.gov.pk.These firms can participate in tender i.a.w paras 12 and 15 above and provision of documentary proof regarding financial status of the firm alongwith NTN and 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

Understood agreed ☐ Understood not agreed ☐

the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:

a. NTN
b. Income Tax Return
c. Sales Tax Return
d. Sales Tax Certificate
e. Chamber of Commerce Industry Certificate
f. Professional Tax Certificate (Excise & Taxation)
g. Office/ Home /Ware House Property documents
h. Utility Bills (Phone/Electricity)
j. Firm Vehicle/Personal Vehicle
k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
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 & 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.

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

S No.	Annex	Details
a.	Annex-A to DP-1	DPL-15 (Warranty / Guarantee Format)
b.	Annex-B to DP-1	Bank Guarantee 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 of 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 _____

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

1. Contract No. _____Date _____
2. Name of Firm/Contractor _____
3. Address of Firm/Contractor _____
4. Name of Guarantor _____
5. Address of Guarantor _____
6. Amount of Guarantee _____

   (_____)

   (in words)
7. Date of Expiry of Guarantee _____

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

Sir,

8. Whereas your goodself have entered into Contract No._____ dated _____ with Messrs _____
(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 goodself for a sum of Rs._____ (Rupees _____).

9. 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 an amount not exceeding the sum of Rs. _____ Rupee_____) 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 60 days beyond 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. Our liability under this bank guarantee shall cease on the closing of banking hours on the last date of the validity of the bank guarantee claim received thereafter shall not be entertained by us whether your 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/alteration or addition/deletion provided such like actions do not increase our monetary liability under this bank guarantee which shall be limited only to Rs._____
(Rupee _____).

f. That the bank guarantee herein before given shall not be affected by any change in the constitution of the bank or customer/Supplier or vendor.

g. That this is an unconditional Bank Guarantee, which shall be encashed on sight on presentation without any reference to our customer/Supplier or vendor.

GUARANTOR

_____

Dated: _____ (Bank Seal and Signatures)

INTEGRITY PACT

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

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 kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan (GoP), except that which has been expressly declared pursuant hereto.

M/s _____ that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP as referred to above and has not taken any action or shall not take any action or shall 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.

Notwithstanding any rights and remedies exercised by GoP in this regard, agrees to indemnify GoP for any loss or damage incurred by GoP on account of the corrupt business practices of M/s _____ 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, right, interest, privilege or other obligation or benefit in whatsoever from GoP.

_____ _____

[The Buyer] [The Supplier]

ANNEX-D of 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 of CEO : _____

2. Father's Name : _____

3. Address (Residential) : _____

4. CNIC No._____
(Attach Copy of CNIC)

5. Mobile No._____

6. NTN: _____
(Attach Copy of NTN)

7. Firm's Mail Address: **(All Correspondence will be made at this address):** _____
_____

8. Email Address: **(For All Correspondences):** _____

9. Date of Establishment of Firm: _____

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

11. 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)

AFFIDAVIT/ UNDERTAKING
(FOR PROVISION REGISTRATION)
(ON JUDICAL STAMP PAPER WORTH RS, 100/-)

1. I, Mr_____ having CINC No./ 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 Director General Defence Purchase (DGDP), MoD by submitting all the documents required for 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.

Signature
_____

Station: _____ Name:
_____

Date: _____ Appointment in Firm
_____

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

ATTESTED BY OATH COMMISSIONER WITH STAMP

ANNEX-F of DP-1

UNDERTAKING/ NON – DISCLOSURE CERTIFICATE

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 penalty under law, will render immediate cancellation of the contract and may lead to legal action beside completion of the reminder 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.

Signature _____

Status/ Appointment _____

Place_____

Date _____

1. Signature of Witness _____

   Name (Block Letter) _____

   CNIC No _____ Seal & Date

   (Please attach photocopy)

   Address _____

   _____

2. Signature of Witness _____

   Name (Block Letter) _____

   CNIC No _____ Seal & Date

   (Please attach photocopy)

   Address _____

   _____

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2683054/R-2611/380361 DATED 22 OCT 26**. This tender will be closed for acceptance at **1030 Hours** and will be opened at **1100** Hours on **08 DECEMBER 2026**. Please drop tender in the Tender Box No. **206** at DP(Navy).

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 may be rejected.

3. Please tick the prescribed IT instructions and confirm complied or not complied in the column given in front of each instruction.

4. You are requested not to use ink of any color other than black and there should be no writing/ overwriting except in the column/columns specified for that purpose.

5. Any overwriting will render your offer liable for rejection.

6. You are requested to please attach DP-1 and DP-3 along with your quotation duly signed & stamped. Same can be requested from DP(N) at Email **adpn38@paknavy.gov.pk**

S No.	Detail of Stores	Qty/ Unit	Unit Price (without GST)	GST (__%)	Total Price
	Category of items: **NIV CARDIAC (23 x Items)** List of items and quantities: As per Annex-A of DP-2 Special/ General Instructions: As per Annex-B of DP-2 Criteria for selection of Firms & evaluation of brands for supply of medicines: As per Annex-C of DP-2.	As per Annex-A of DP-2			
	Grand Total				

NOTE:

a. Technical offer on firm's letterhead must be attached with the DP-2 on separate sheet duly complied and stamped. Firms stamping/ signing on DP-2 and not providing separate technical quotes will be rejected.

b. **Specimen of Technical Offer** is attached at 3rd Page of IT Documents.

c. All documents/ certificates required for evaluation of firms and brands are to be enclosed with Technical Offer.

Terms & Conditions

1. **General Instructions.** As per Annex-B and Annex-C of DP-2.

2. **Terms of Payment**. 80% on inspection note (after successful acceptance/ inspection of stores) & 20% after issuance of CRV.

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

4. **Name of Manufacturer/ Brands**. To be indicated by firm

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

6. **Delivery Period**. 1st July 2027 to 30 June 2028 (As per Annex-B of DP-2).

7 **Trade Link**. Trade link between firm and OEM

8. **Currency**. Pak Rupees.

9. **Basis for acceptance**. FOR/ DDP basis

10. **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.

11. **Tendering procedure** Single Stage - Two Envelope bidding procedure will be followed. PPRA Rule 36(b) as given below:

    a. **Technical Offer**: Evaluation of firms and Evaluation of brands as per criteria given in Annex-C of DP-2.

    b. **Commercial Offer**: Only those firms how are cleared technically will be considered for commercial offer. Accordingly commercial offer of only selected firms for accepted brands will be considered for award of contract based on the principle of "Lowest technically evaluated bid".

12. **Earnest Money/Tender Bond**:- Your tender must be accompanied by a **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) **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.

(iv) **Submitting improper Earnest Money**. Earnest Money/ Bid Security furnished with tender is strictly in conformity of tender/ IT condition (Clause 14 of DP-1 and Clause 11 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. **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).

(iii) Bid Security / EM shall be forfeited in case of following:

(1) If a bidder withdraws his bid during the period of bid validity; or does not accept the correction of errors. Any in the original ITB condition would be construed as withdrawal of offer (Para-3, Chapter VIII of DPP&I-35 (Revised 2024).

(2) If a successful bidder fails to either sign the contract or furnish PBG.

(3) If an un-registered / not pre-qualified firm(s) fails to submit required papers for provisional/ normal registration/ indexation after finalization of the contract, then Bid Security/ EM will be confiscated and the ITBs will not be issued in future (Chapter XXVI of DPP&I-35 Revised 2024 Registration/ Pre-qualification of Firms).

(iv) In addition to forfeiture of bid security, the procuring agencies may take other appropriate disciplinary action against the firm in line with Chapter XXVII (Administrative/ Legal Matters).

(v) As per Para-3, Chapter VIII of DPP&I-35, firms cannot withdraw offers before signing of contract and within the validity period of the offers. Contract has to be signed by both parties within the validity period. In case a firm withdraws its offer within the validity period before signing the contract, the Bid Security/ EM of the firm will be confiscated.

13. Special Note.

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

b. Un-registered (not registered with Directorate General Defence Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.

c. Un-registered 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 along with payment documents.

f. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the technical and commercial offers both. 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 letter is MANDATORY form 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 duly signed & stamped by firm authorized rep is to provided 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.

TENDER NO. 2683054/R-2611/380361 DATED 22 OCT 26

General Instructions:

1. Firms are to fill all fields of this form **except unit price** and attach this page with "**Technical Offer**" duly signed/ stamped.
2. Firms are to fill all field of this form **including unit price** and attach the page with "**Commercial Offer**" duly signed/ stamped.
3. Equivalent Brands with compatible specifications also acceptable.
4. Firms are to clearly mention **quoted brands with strength & Pack size**.
5. Firms are separately mention **manufacturer & Country of Origin** as the same are different from each other.
6. Firms are to quote **unit price as "A/U**" mentioned in IT.
7. **Sample of brands (if required) will be provided by the firms during tender opening**.

S No.	PVMS / NIV No.	Description of Stores / Preferred Brands (Nomenclature /Generic Name (Equivalent Brands acceptable)	Strength/ Specs	A/U	Qty Req	Sample Required	Brand Quoted by the Firm	Manufacturer & Country of Origin	Quoted (Yes/ No)	Unit Price	GST (If Any)	Total Price Including GST
1.	130 CARD	OXYGENATOR ADULT WITH ORIGINAL TUBING	BUILT IN ARTERIAL FILTER	No	230	Req						
2.	134 CARD	ANTIGRADE CANNULA	7FR	No	230	Req						
3.	135 CARD	RETROGRADE CANNULA	14FR	No	115	Req						
4.	144 CARD	VASCULAR GRAFT	6X40CM	No	6	Req						
5.	145 CARD	PTEF GRAFT	V/S	No	6	Req						
6.	149 CARD	PTEF TEFLON SIZE	6X6	No	18	Req						
7.	150 CARD	PERICARDIAL	SUMP ADULT SUCKER	No	350	Req						

8.	152 CARD	AORTIC PUNCH	SIZE 3.6,4.0,4.5	No	230	Req						
9.	153 CARD	EPICARDIAL TEMP PACING WIRE	0.90 MM	No	890	Req						
10.	154 CARD	CONNECTOR DISPOSABLE	ALL SIZES	No	580	Req						
11.	155 CARD	VASC ANG BULL DOG CLAMP	3 MM	No	230	Req						
12.	156 CARD	LEGA CLIP TITANIUM	SIZE 100 SMALL	No	1,700	Req						
13.	157 CARD	LEGA CLIP	SIZE 200 MEDIUM	No	790	Req						
14.	158 CARD	BOVIN CARDIUM PATCH	10 X12	No	6	Req						
15.	159 CARD	CARDIAC VASCULAR PACK(CABG)	Disposable Drip	No	230	Req						
16.	163 CARD	ACT TUBE	Hamochorn	No	575	Req						
17.	165 CARD	BIO GLUE	2/5ML	No	8	Req						
18.	171 CARD	CHEST BOTTLE	1800 ML	No	290	Req						
19.	172 CARD	CARDIAC PLEGIA SYSTEM	Cold CPG Delivery	No	230	Req						
20.	174 CARD	CELL SAVER KIT	Xtra Machine Kit	No	6	Req						
21.	187 CARD	POLYGLYCOLIC ACID 2/0 RAPID STRAIGHT NEEDLE	75 CM	DOZEN	52	Req						
22.	189 CARD	POLYGLYCOLIC ACID	0.40 MM	DOZEN	82	Req						
23.	190 CARD	STEEL WIRE 5(1X4)	SIZE 5	No	290	Req						

TENDER NO. 2683054/R-2611/380361 DATED 22 OCT 26
SPECIAL INSTRUCTIONS / TERMS AND CONDITIONS

Description	Firm's Remarks Comply/ Not Comply
1. **GENERAL** a. All medical stores items will be according to Generic nomenclature as per PVMS/ NIV lists. Any deviation will not be accepted. b. Supplied medical stores should have at least 2 years/minimum of 70% remaining shelf life at the time of delivery with some exceptions:- (1) The surgical disposables having shelf life of 04 years or more are acceptable at minimum of 50% shelf life. (2) Lab kits with 50% shelf life are accepted. (3) In case of emergent requirement stores with less shelf life can be accepted at the discretion of inspection authority as per PNMSD directive, to fulfill user requirement. c. The under taking from the company/distributor for replacing the same with fresh stock (if not consumed) will be provided by the contractor for items in para b (1) & (2) above. d. The supplier/firm is bound to replace the near expiry (i.e 06 months or less) medical stores with fresh stock if not consumed without any extra charges. e. Delivery Challan and invoice must include the information i.e nomenclature, brand name, batch number and manufacturing and expiry date at the time of delivery of goods. f. Supplier/firm will ensure provision of Analysis Report of chemical/regents & lab kits in case of manufacturing and expiry date are not mentioned. Otherwise supply will not be accepted. The Quality Control/Quality Assurance test report of other medical store items supplied at PNMSD/ PNS HAFEEZ will be submitted as and when required. g. Any discrepancy found at any level/ period within shelf life of delivered stores will be compensated by relevant firm. h. The supplier shall be responsible for repacking, shifting and transportation of Medical Stores (if required), at the end user's location after inspection at the consignee warehouse. j. Supplies will be accepted by PNMSD/ PNS HAFEEZ from 0800 till 1300 hrs Monday to Thursday and 0800 to 1100 hrs on Friday. No supplies will be accepted on public and national holidays. k. Supplier must not supply excess quantity from contracted quantity prior amendment in the contract. Payment of excess supplied quantity will not be made/ cleared (if any).	

l. Medical Gases and accessories will be directly delivered to PN hospitals/ PN medical setups as per end users demands with delivery challan. Monthly consumption summary duly signed by OIC Medical stores / unit SMOs will be forwarded to PNMSD for further issuance of Purchase Orders. Supplier will provide compiled delivery challan alongwith invoice to PNMSD on monthly basis for further issuance of CRVs.

2. **PACKING**: The Medical Stores items must be delivered in proper sealed bottles/ containers i.e primary and secondary packing of good quality with proper labeling (as per Drugs Act 1976) clearly specifying all the pre-requisite information.

3. **DELIVERY**:

a. Medicines will be demanded and delivered as per supply order on quarterly basis or as and when required during: **FY 2027-28 (1st July 2027 to 30 June 2028.** Mode of delivery shall be **Supply Order Based** (SOB).

b. The consignee is bound to take 75% of the contracted quantity of this contract and demand will be governed according to the requirement. The supplier will not claim any compensation on this account, quantities of items may be **15%** enhanced i.a.w PPRA rules.

c. Every item must be stamped (by laser printing) "**NOT FOR SALE**, **PNMSD USE ONLY"** and stamp should be visible clearly on the outer carton, vial, ampoules, bottles and on blister packing etc.

d. Compliance to national and international standards of "**Cold Chair Facility**" (where applicable) is mandatory for supplier. Failing which the items will be returned.

e. Contractor/ Supplier is bound to supply required medicine within 20 days or stipulated in the supply order. In case of late delivery of stores, LD charges will be imposed as per DPP&I-35 (Revised 2024) @ 1% to 2% per month of the value of stores delivered late. However, maximum penalty shall not exceed 10% of the total value of such stores.

4. **INSPECTON**:

Inspection of stores will be carried as per following parameters:

a. Ensure upon receiving that quantities supplied are according to supply order.

b. Will ensure proper shelf life as per Para-1(b).

c. Will ensure inner & outer packing of product according to the standards. No worn out of tempering of seals allowed.

d. There should be no breakage of ampoules/ vial, foil/blisters & bottle.

e. Date of expiry & manufacturing date should be clearly mention on outer and inner packing material.

f. Batch number on inner & outer packing should be printed/ engraved.

g. **"NOT FOR SALE, PNMSD USE ONLY"** stamp should be clearly mentioned on all vial/ ampoules/ blister/ foil/ bottles and also on outer packing.

h. Ensure proper storage of medicines, in case of temperature sensitive items to ensure cold chain.

	j. Ensure all the particulars i.e Product name, Quantity, Batch No, Manufacturing date and expiry date are mention on Delivery Challan. k. Product supplied should be of single or two batches, multiple batches are not acceptable. 5. **AFMSL/TESTING** Random samples out of delivered stores by supplier will be sent for AFMSL/DTL testing on discretion of purchaser. Quantities of items consumed/ sent for testing will be replenished Free of Cost (FOC) by supplier. 6. **TEST AND INSPECTION EXPENDITURE** a. Whenever incurred will be borne by supplier. b. Any product of the firm that is declared 'Spurious' substandard by any government/ contracted lab all products of that firm will be rejected. c. The firm should not have any biotech recall history of being substandard/ adulterated for last two years.	

EVALUATION CRITERIA FOR SECLECTION OF FIRMS & EVALUATION OF BRANDS FOR SUPPLY OF MEDICINES

1. While adhering to the PPRA Rules-2004, this Evaluation Criteria has been set forth based on which selection of firms and evaluation of brands of medicines will be made as per schedule of stores given in this tender. The evaluation criteria comprise of two parts. The same are covered in succeeding paragraphs.

a. Evaluation Criteria for Selection of Firms
b. Evaluation Criteria for selection of various brands of Medicines/ Stores.

PART-I: EVALUATION CRITERIA FOR SELECTION OF FIRMS/ SUPPLIERS

2. As laid out in PPRA-2004, companies/ suppliers participating in the tender must fulfill the eligibility criteria laid down hereunder in totality. In case any clause is not applicable on certain products/ types of medicines, the same should be replied as “Not Applicable” along with cogent reasons/ justification.

a. **Licenses**

(1) Manufacturer shall provide valid Drugs Manufacturing License.
(2) Sole agents of Foreign Principal shall provide Valid Drugs Sale license.
(3) Sole agents/importers will also provide valid sole agency agreement.
(4) Manufacturers represented by distributer are to submit their drug sale license along with manufacturer’s license and authority letter of companies being represented.

b. **Good Manufacturing Practices (GMP) Certificate**

(1) Firm shall provide valid GMP certificate. The firm whose GMP certificate is expiring by June 2018 and applied for renewal in time but the inspection not conducted by Drug Regulatory Authority of Pakistan/ concerned Regulatory Authority then last issued GMP certificate will be considered valid, however, the firm will provide GMP upon receipt of the same but before signing of contact.
(2) In case of imported products valid GMP certificate or equivalent issued by the regulatory authority of manufacturer’s country will be accepted.

c. **ISO Certificate or equivalence from country of origin**

(1) ISO certification or equivalent for manufacturing of pharmaceuticals is to be submitted along with documents.

(2) In case of distributer, ISO certificate from the manufacturer being represented is to be submitted.

d. **Analysis Report**. Analysis report of products being quoted preferably from Central Drug Laboratories (CDL), Armed Forces Medical Stores Laboratory (AFMSL) or any other government agency or in case same is not available analysis report of the company will be submitted for each product.

e. **Spurious Adulterated And Sub Standard Drug**

(1) Any firm whose product is declared 'Spurious' by any Government Laboratory will not be eligible.
(2) If during testing of samples any product is declared sub-standard or adulterated the firm will not be eligible.
(3) If the firm is convicted by Drug Court during last three years the same will not be eligible.

f. **Financial Health**

(1) A summary of continuous supply records for last three years of each quoted product to ascertain the availability of product in the local market.
(2) The firm shall provide volume of sales in terms of units/ cost for last three years.
(3) Audit report and tar turn for last one year.
(4) NTN and GST certificates of firm/ distributer/ importer.
(5) Annual turnover of goods must be Ten times more than the approximate quantities mentioned in the tender. Documentary proof of the same is to be provided.

g. **HVAC System**

(1) The production unit must have a proper HVAC system.
(2) Certification of the same is to be provided.

h. **Registration (Permanent / Provisional) with DGDP**

(1) As given in Form DP-1, all participating firms / suppliers should preferably be registered with DGDP. However, all non-registered firms MUST be willing to register with DGDP (Permanent or Provisional) to quality for this tender.
(2) For all non-registered firms, security clearance will be carried out by DGDP (F.S Section) through ground-check prior their registration. All those firms who do not provide requisite verification documents for registration / security clearance shall not be considered for award of contract.
(3) If any information given was found to be incorrect, incomplete or materially inaccurate, the entire offer will be rejected i.a.w Rule-18 of PPRA-2004.
(4) If the supplying firm is already black listed by any government procuring agency the offer will be rejected i.a.w DPP&I-35 (Revised 2024) promulgated by MoD / DGDP

PART-II: EVALUATION CRITERIA FOR SELECTION OF BRANDS / TYPES OF MEDICINES & MEDICAL STORES (AS APPLICABLE)

3. In addition to the criteria laid down above for selection of firms/ suppliers peculiar to the production / delivery of medicines, various brands/ types of medicines quoted by eligible firms/ suppliers shall be selected by standing Medical Stores Advisory committee (MSAC) based on evaluation process given hereunder:

a. **Efficacy in relation to Drug patient recover rate**.

(1) As the efficacy of different brands varies considerably directly affecting the length of treatment and total cost, hence MSAC will assess the rate of recovery of different brands.
(2) Those brands that have shown better recovery rate will be endorsed.

b. **Patient Compliance**

(1) MSAC in co-ordination with concerned specialists, will assess patient compliance of different brands.
(2) Drugs having better compliance with respect to following will be accepted:
  (a) Presentation
  (b) Taste
  (c) Smell
  (d) Intensity of side effects
  (e) Faith of prescriber/user

c. **Availability of Drug in Market**. Brands that are easily available & are well reputed will be selected.

d. **Strength Package of Drugs**. As requirement varies with patients following shall be considered for selection:

(1) Availability of product in different strengths.
(2) Availability of product in different dosage forms like tablets, injections & syrups.

e. **Clinical Trials/ Time Tested Brands**. Following brands / types shall be preferred:

(1) Past experience of brands with respect to efficacy & quality.
(2) Patient feedback to particular/ specific brands.

DISQUALIFICATION OF SUPPLIERS / FIRMS

4. As laid out in Rule-17 of PPRA-2004, DP (Navy) reserves the right to reject any offer(s) at any stage of the procurement proceedings, upon having credible reasons for or prima facie evidence of any defect in suppliers / firms capacities or inaccurate claims made for specific brands / types of medicines to be fully compliant to the aforementioned criteria irrespective of the fact that whether such firms / brands were already pre-qualified / selected or not. This disqualification may, inter alia, be made along with confiscation of earnest money (bid security) and / or any other disciplinary / legal action as prescribed in DPP&I-35 (Revised 2024) and Rule-19 of PPRA-2004.

POINT OF CONTACT REGARDING ANY TECHNICAL QUERIES

5. In case of any queries related to technical nature or specifications of medicines / items required under this tender, following point of contact is to be approached for clarification / guidance between 8.00 AM to 3.00 PM hours on any working day:

OI/C PNMSD at PNS SHIFA
DHA-Phase-II, KARACHI
Telephone: 021-48506513
021-48506639

Commandant PNS SHIFA
Telephone: 021-48506501

Commandant PNS HAFEEZ
Telephone: 051-20063297

TENDER NO. 2683054/R-2611/380361 DATED 22 OCT 26

Name of the Firm……
DGDP Registration No……..
Address……
Telephone No. ……
Official E-Mail……..
Fax No ……
Mobile No ……...

To:
The Director of Procurement (Navy)
(Section P-38)
Through Bahria Gate, Near SNID Centre,
Naval Residential Complex, Sector E-8
ISLAMABAD.
Tel: 051-20062079

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 light of DPP&I-35 (Revised 2024) 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 Performa invoice (in original)
(f) Earnest money
(g) Treasury Challan Form for tender Fees as applicable