

## INVITATION TO TENDER FORM

1. Schedule to Tender No **2402129/B-2505/340456** DATED 13-5-25. This tender will be closed for acceptance at 1030 Hours and will be opened at **1100 Hours** on

11-6-25. Please drop tender in the Tender Box No **204**.

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

3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped.

**Schedule of Stores**

S. NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
1.	<b><u>NSN-4210-73-522-1146</u></b> <b><u>P NO. 141200 / 141201</u></b> Protective Trouser & Jacket Fire Max 3 Colour: Dark Blue, EN469 of 2020 (Large Size)	50 Pair	EURO €	EURO €
2.	<b><u>NSN-4210-73-522-1147</u></b> <b><u>P NO. 141200 / 141201</u></b> Protective Trouser & Jacket Fire Max 3 Colour: Dark Blue, EN469 of 2020 (Medium Size)	130 Pair	EURO €	EURO €
3.	<b><u>NSN-4210-73-522-1148</u></b> <b><u>P NO. 141200 / 141201</u></b> Protective Trouser & Jacket Fire Max 3 Colour: Dark Blue, EN469 of 2020 (Small Size)	75 Pair	EURO €	EURO €

**PARENT EQUIPMENT:**  
For Fire Fighting Purposes

SPECIAL INSTRUCTIONS ATTACHED AS ANNEX-A.  
TECHNICAL DETAILS, SPECS AND BROCHURE ATTACHED AS ANNEX-B.

**NOTE:**

- OEM certified stores to be accepted on DPL-15.
- 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

	<p>CINS or is to be e-mailed to CINS under intimation to DP (Navy) at e-mail address cins@paknavy.gov.pk, insectorate1@paknavy.gov.pk. Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates will be black listed.</p> <p>3. Joint inspection is to be carried out by CINS, End User and Consignee.</p> <p>4. <b><u>KPT/PORT/WHARFAGE/ALLIED CHARGES</u></b> All port &amp; dock charges will be paid at actual (if applicable) by supply officer. PN Embarkation Headquarters, West Wharf Road, Karachi on submission of their bills duly verified by commanding officer PN EHQ in Pak Currency.</p> <p>5. Quoted value must be in <b>EURO €</b></p> <p>6. Marking on the package must be legible. Packaging of fragile stores to be marked appropriately.</p> <p>7. Firm will submit an Affidavit that the original Earnest money is attached with Commercial Offer in separate envelope and copy of the same is attached with Technical Offer.</p> <p>8. Original technical offer on firm's letter head pad along with <b>authorization letter, agency agreement, principal invoice proforma</b>, DP-1, DP-2 &amp; DP-3 duly signed and stamped on each page are required <b><u>in duplicate</u></b>.</p>
	<p><b>All taxes, duties and import/export license fees payable in Supplier's country or any other country en-route shipment other than Pakistan shall be paid by supplier.</b></p> <p><b>EURO €</b></p>

### **Terms & Conditions**

- |   |  |
|---|--|
| 1. <b><u>Special Instructions.</u></b>      | Attached   |
| 2. <b><u>Terms of Payment.</u></b>          | 80% on of shipment of stores and 20% on issuance of CRV. |
| 3. <b><u>Origin of Stores.</u></b>          | Imported (To be indicated in Technical Offer)            |
| 4. <b><u>Origin of OEM.</u></b>             | Imported (To be indicated in Technical Offer)            |
| 5. <b><u>Technical Scrutiny Report.</u></b> | Required.  |
| 6. <b><u>Delivery Period.</u></b>           | 06 Months after opening of LC.                           |
| 7. <b><u>Currency.</u></b>                  | <b>EURO €</b>  |
| 8. <b><u>Basis for acceptance.</u></b>      | FOB.   |
| 9. <b><u>Bid Validity.</u></b>              | The validity period of quotations must be                |

indicated and should invariably be 120 days from the date of opening of commercial / Financial Proposal offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e 120 x days as per original offer) i.a.w PPRA Rule-26.

10. **Place of Inspection.**

Joint inspection is to be carried out by CINS, End User and Consignee at depot.

11. **Tendering procedure**

Single stage - Two Envelop bidding procedure will be followed as per PPRA Rule 36 (b).

12. **Earnest Money/  
Bid Security:**

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

**PRE-QUALIFIED / REGISTERED / INDEXED FIRMS.**

(a) 2% of the quoted value subject to maximum ceiling of Rs. 0.5 Million.

**PRE-QUALIFIED/ REGISTERED/ BUT UNINDEXED FIRMS.**

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

**NON PRE QUALIFIED / UN-REGISTERED UNINDEXED FIRMS.**

(c) 5% of the quoted value subject to maximum ceiling of Rs. 1.00 Million.

13. **Return of Earnest Money:**

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

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

14. **Special Note.**

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

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- b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.
- c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo. Acceptance of firm's offer, firms not registered with DGDP is subject to security clearance. All firms who do not provide requisite documentary or security wise not cleared by DGDP (FS Team) will be rejected.
- d. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- e. Company registration certificates are to be attached with offer.
- f. Requisite amount of earnest money (in shape of Bank Draft in the favour of CMA (DP)) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted.
- g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- h. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices.
- j. Only registered supplier on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- k. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayer list is submitted alongwith payment documents.

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

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**SPECIAL INSTRUCTIONS**

**SOURCE OF SUPPLY**

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

**ORIGIN OF SUPPLY**

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

**UPDATES & CURRENT INFORMATION**

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

**DOCUMENTATION REQUIRED**

7. Supplier is to provide following documentation at the time of inspection:-
  - a. Firm's Warranty/Guarantee on form "DPL-15".
  - b. OEM's "Certificate of Conformity" indicating following.
    - (1) OEM Name and Valid email address.
    - (2) Description of stores along with quantity.
    - (3) Part/ Pattern No of stores.
    - (4) Manufacturing identification (Name Address and Contact No).
    - (5) Date/ Period of Manufacturing.
    - (6) List of Serial Numbers or Batch Numbers or Lot Numbers as embossed/ engraved on the stores (as applicable)

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- (7) Details of Test Report (FATs/ OEM Lab Test Report) along with dates and tests conducted as applicable.
  - (8) Details of third party testing authority (if their services used).
  - (9) List of safety/ regulatory standard (as applicable).
  - (10) Conformance to standards/specifications quoted in the Contract.
  - (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 "Lading/Airway Bill" or "Shipping Bill" and "Bill of Entry" duty endorsed with the name of Supplying Firm if the item is sourced from abroad by local supplier/authorized dealer of OEM.

8. Firm/Supplier shall provide correct and valid email and fax No. to CINS and DP(N). Supplier/contracting firm shall either provide OEM/conformance certificate to CINS or is to be emailed to CINS under intimation to DP(N). Hard copy to COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates shall be black listed. "OEM's certificate" of conformity "originating from principal" who is neither the OEM nor the OEM's authorized dealer/agent/stockiest will not be acceptable.

#### **INSPECTION**

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

10. Lab test charges will be borne by the contracting firm.

11. Contracted firm is to submit inspection challan to CINS for inspection through fastest mean such as electronic mail at CINS e-mail address i.e cins@paknavy.gob.pk and same is to be followed through registered mail to following CINS address:

**Chief Inspector of Naval Stores**  
6, Liaquat Barracks, Near Lucky Star  
Saddar, Karachi  
Ph: 021-48506119

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Ready for operation at any  
time with the FIRE MAX 3.  
Especially lightweight.  
Especially comfortable.





## FIRE MAX 3 – the protective suit.

**Maximum protection. Best wearing comfort. Sporty style.**

Developed by professionals for extreme operations.

The Rosenbauer FIRE MAX 3 protective suit was developed to offer firefighters maximum protection while at the same time guaranteeing the best wearing comfort.

- Certified as to EN 469:2020 and EN 1149-5:2016
- Maximum protection class in all three categories: heat resistance, water density, and water vapor permeation resistance
- Tested according to EN ISO 11612 for protection against liquid iron splashes
- Protective clothing against the thermal hazards of an electric arc IEC 61482-2:2018 Class 2
- Maximum comfort – maximum protection
- Modern, sporty style
- With many functional and practical details



IEC 61482-2:2018 Class 2



EN 1149-5:2016



EN 469:2020



Maximum protection in firefighting operations.



Highest level of comfort with every movement.



Blower suit (2nd generation)

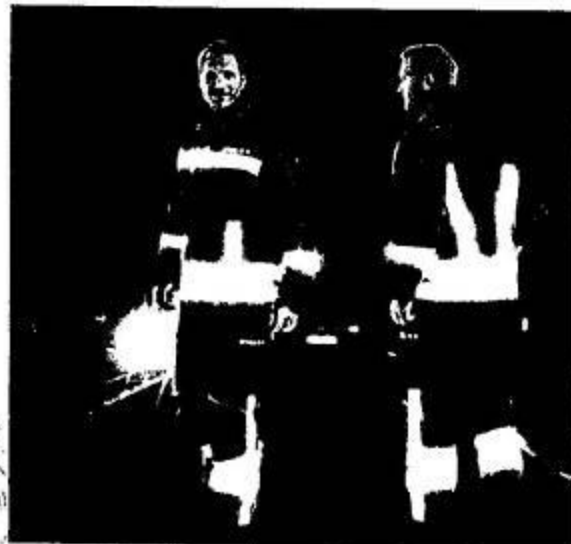
Emergency rescues often need to work for many hours under the most exacting conditions. Whether it is hot or cold, or facing extremely toxic - a protective suit must guarantee maximum safety while at the same time offering the best possible wearing comfort.

This explains why the FIRE MAX 3 places so much emphasis on a perfect fit, a sporty style, and a comfortable wearing experience. In addition to this, experience in terms of safety and practical features from the field of functional sports clothing were incorporated into the FIRE MAX 3 protective suit's design.

Improved visibility thanks to optimized reflective stripes.

The FIRE MAX 3 also offers various benefits in terms of reflective stripes:

- Certified in line with visibility regulations as per EN 469
- Sleeves and collar with silver reflective braid
- Reflective stripes around the torso, sleeves and pant legs
- Additional vertical reflective stripes on the front side and slightly v-shaped stripes on the back side of the jacket
- Silver-colored reflective stripes on the chest and vertically on the pants legs



## High-end materials.

### Premium quality. Maximum protection.

Improved material structure with new 3D PTFE membrane.

The FIRE MAX 3 has an optimized material structure. It uses innovative 3D PTFE membranes for maximum breathability accompanied with the best of class heat resistance. Thanks to the new structure, in combination with the PTFE membrane, sweat is quickly transported off the body to the outside, thus avoiding excessive heat build-up to a great extent.

In the RFT test (Resistance to Evaporating Heat Transfer) the new material structure achieves a low value of just  $19 \text{ m}^2 \text{ Pa/W}$ . The mandatory standard value in the highest class requires a water vapor permeation resistance value of  $\leq 30 \text{ m}^2 \text{ Pa/W}$ .

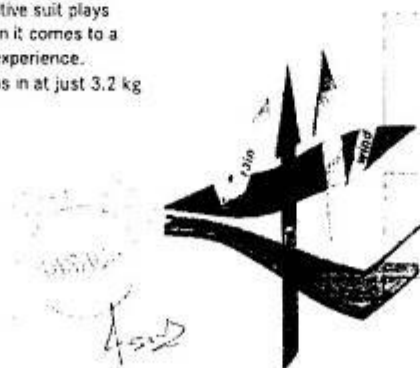
#### Uncompromising safety.

Despite excellent breathability, the FIRE MAX 3 is still equipped with a safety thermal lining in order to ensure safety in extreme situations.



#### Genuinely light – just 3.2 kg.

The weight of a protective suit plays an important role when it comes to a comfortable wearing experience. The FIRE MAX 3 weighs in at just 3.2 kg (for sizes 48-50).



#### Fabric structure

##### Outer fabric

NOMEX® Tough,  
NOMEX® NXT  
Weight:  
approx.  $195 \text{ g/m}^2$   
Colors: dark blue,  
gold or red (NXT)

##### PBI Matrix and

X55 with PBI  
Weight:  
approx.  $205 \text{ g/m}^2$   
Color: golden yellow

##### Moisture barrier (liner)

3D PTFE membrane made of melamine resin  
fiber/aramid carrier  
Weight: approx.  $125 \text{ g/m}^2$

##### Safety thermal lining

Melamine resin fiber/aramid fleece with quilted  
cover layer made of mixed aramid/viscose fabric  
Weight: approx.  $180 \text{ g/m}^2$

## Numerous features.

Protection. Safety. Comfort.



## Functional accessories.



## Trousers features



9. Can with suspenders, removable thanks to Velcro fasteners



12. Moisture blocker made of flame-retardant PU-impregnated Aramid fabric at the trousers's seams



15. 15 x 2.5 cm fleece strip for attaching a name tag on the left side pocket flap



10. Fly with zipper and Velcro fastener, covered by flap



13. Inspection opening to check status of membranes



16. Ergonomically shaped knees with reinforcements and sewn-in knee parts made of water-repellent meltable nylon



11. Reinforcements at the knees, on the cuffs and interior seams of the pants made of flame-retarding silicon carbon coated Para-aramid fabric



14. Elastic waistband for perfect adjustment



17. 5 cm wide reflecting strips around the legs and a vertical silver-colored reflective stripe on the outside of the trousers

### Practical and comfortable

The practical features leave nothing to be desired: numerous pockets, holders for lamps and shoulder patches, reinforced at the knees and elbows, removable suspenders, zipper openers for checking the membranes, and other useful features round off this protective suit.

## Functional accessories.

### Jacket features

FIRE MAX 3 was developed to meet fire departments' needs in the best possible way. The suit is equipped with numerous features and functional accessories to give firefighters maximum benefits in terms of safety, comfort, and practical handling.



1 Flame protective collar can be pulled up under the helmet, closure with velcro fastener at the front.



5 No moisture penetration threat from outer blocker made of 150 g coated Aramid fabric.



2 Heat protection for maximum safety in the breathing apparatus belt area.



6 Holding loop for mass extinguisher on left.



3 Ergonomically shaped elbows with reinforcements made of flame-retardant, ultra-carbon coated Para-aramid fabric.



7 Radio pockets on both sides.



4 Sleeve width can be adjusted individually due to velcro, sleeves with NOMEX knitted wristlet and thumb hole.



8 Inspection opening to check status of membranes.





## FIRE MAX 3

Next generation of protection and wearing comfort.



### FIRE MAX 3 protective suit NOMEX®

Available sizes: 40-42 to 60-64 each in five lengths: A (156-164 cm), B (164-172 cm), C (172-180 cm), D (180-188 cm), E (188-196 cm)

Outer fabric color	NOMEX® Tough dark blue	NOMEX® Tough gold	NOMEX® NXT black-blue	NOMEX® NXT gold	NOMEX® NXT red
Jacket	141200	141201	141205	141207	141208
IRS jacket (without belt)			141206	141209	141210
Trousers	141201	141202	141203	141204	141209

### FIRE MAX 3 protective suit PBI

Available sizes: 40-42 to 60-64 each in five lengths: A (156-164 cm), B (164-172 cm), C (172-180 cm), D (180-188 cm), E (188-196 cm)

Outer fabric color	PBI Matrix golden yellow	X55 mit PBI golden yellow / dark brown
Jacket	141204	141240
IRS jacket (without belt)	141252	141242
Trousers	141205	141241

### Options for FIRE MAX 3 and IRS jacket

140949	Row lettering permanently printed (standard jacket only) 1st line: FIRE DEPARTMENT, 2nd line: CITY NAME, font size 4 cm, font length max. 38.5 cm, 2 lines. The font color must be indicated!
14059922	Stencils for sections spine label 45 x 10 cm (standard jacket only)
1410625	Pocket under front cover (Nagelose pocket)
1409806	Sewing in RFID chip UHF (jacket or trousers)
140780	Sleeve pocket 16 x 9 x 4 cm on left sleeve, with flap and Velcro tab

### Accessories for FIRE MAX 3 and IRS jacket

1405966	Name tag embroidered on Velcro, 15 x 3 cm, indicate color of tag and embroidery!
140948	Rear lettering on Velcro, two lines, size 10 x 4.5 cm
141062	Rear lettering on Velcro, two lines, size 8 x 3.8 cm (IRS jacket only)
141253	Safety belt/reebuck strap IRS belt, available in sizes 40-42 to 60-64 (same as jacket/pants) (IRS jacket only)



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## Certificate to EU type-examination certificate 68739

### on Personal Protective Equipment

(Order VN615 121192.6)

Issued to (manufacturer)

Rosenbauer International Aktiengesellschaft  
4060-Leonding; Paschinger Str. 90  
Austria

Based on the documents submitted and the type examination carried out this is to certify, that the new  
Personal Protective Equipment (PPE)

#### firefighting turnout jacket "FIRE MAX 3"

Art. Art. 141200 Tough dark blue	Art. 141202 Tough gold	Art. 141204 Matrix gold
Art. 141240 X55 gold	Art. D141240 X55 NOR gold	Art. 141260 Nomex NXT black blue
Art. 141261 Nomex NXT gold	Art. 141262 Nomex NXT rot	Art. 141273 Nomex NXT orange

#### firefighting turnout jacket "FIRE MAX 3 IRS"

Art. 141208 NXT Trentino	Art. 141209 NXT Südtirol	Art. 141250 Tough dark blue
Art. 141251 Tough gold	Art. 141252 Matrix goldgelb	Art. 141242 X55 gold
Art. 141266 Nomex NXT black blue	Art. 141267 Nomex NXT gold	Art. 141268 Nomex NXT rot
Art. 141269 Nomex NXT red / black blue		

#### firefighting turnout jacket " FIRE MAX 3 PL"

Art. 141250 PBI Matrix gold	Art. 141254 Nomex NXT dark blue	Art. 141256 Nomex NXT gold
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complies to the requirements of the PPE Regulation (EU) 2016/425 as currently in force and complies  
with the applicable essential health and safety requirements. The PPE meets as part of a protective  
clothing, which only protects the upper body and must be combined with appropriate trousers,  
requirements for

#### Protective clothing for firefighting

according to the following standards

- EN 469:2020 performance level X2, Y2, Z2
- EN 1149-5:2018

In addition, the protective jackets Art. 141240 X55 (gold) / Art. D141240 X55 NOR (gold) / Art. 141260  
Nomex NXT (black blue) / Art. 141261 Nomex NXT (gold) / Art. 141262 Nomex NXT (red) / Art. 141273  
Nomex NXT (orange) / Art. 141208 NXT Trentino / Art. 141209 NXT Südtirol / Art. 141242 X55 (gold) /  
Art. 141266 Nomex NXT (black blue) / Art. 141267 Nomex NXT (gold) / Art. 141268 Nomex NXT (rot) /  
Art. 141269 Nomex NXT (red / black blue) / Art. 141254 Nomex NXT (dark blue) / Art. 141256 Nomex  
NXT (gold) fulfills the requirements of the Arc protection class APC 2 according to EN 61482-2:2020 / IEC  
61482-2:2018.

This new PPE will be assigned to category III

Technical properties of the PPE are given in the user information.  
This type examination certificate stays valid until end of July 2022.

Ing. JUDITH PÖRNIGER  
OEti - Institut fuer Oekologie, Technik und Innovation GmbH  
Notified Body No. NB 0534  
Vienna, 22.12.2021



non-announced standard

OEti - Institut fuer Oekologie, Technik und Innovation GmbH | Seibentritzenstrasse 12A | Objekt 8 | 1230 Vienna, Austria  
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Raiffeisenlandesbank Niederösterreich-Wien AG | IBAN AT72200000013108725 | BIC RLWWAT33  
UniCredit Bank Austria AG | IBAN AT19120002341037880 | BIC BKAUAT33  
Es gelten ausschließlich unsere Allgemeinen Geschäftsbedingungen | Only our general terms of conditions apply

Member of Testex Group



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## Certificate to EU type-examination certificate 68740

### on Personal Protective Equipment

(Order VN615 121193.5)

Issued to (manufacturer)

Rosenbauer International Aktiengesellschaft  
4060-Leonding; Paschinger Str. 90; Austria

Based on the documents submitted and the type examination carried out this is to certify, that the new  
Personal Protective Equipment (PPE)

#### fire fighting turnout trousers "Fire Max 3"

Art. 141201 Tough (dark blue)	Art. 141203 Tough (gold)	Art. 141205 Matrix (gold)
Art. 141241 X55 (gold)	Art. D141241 X55 NOR (gold)	Art. 141263 Nomex NXT (black blue)
Art. 141264 Nomex NXT (gold)	Art. 141265 Nomex NXT (red)	Art. 141274 Nomex NXT (orange)
Art. 141211 Nomex NXT Südtirol		

#### fire fighting turnout trousers "Fire Max 3 PL"

Art. 141255 Nomex Tough (dark blue)	Art. 141257 Nomex Tough (gold)	Art. 141259 PBI Matrix (gold)
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complies to the requirements of the PPE Regulation (EU) 2016/425 as currently in force and complies  
with the applicable essential health and safety requirements. The PPE meets as part of a protective  
clothing, which only protects the lower body and must be combined with an appropriate jacket,  
requirements for

#### Protective clothing for firefighting

according to the following standards

- EN 469:2020
  - EN 1149-5:2018
- performance level X2, Y2, Z2

In addition, the protective trousers Art. 141241 X55 mit PBI (gold) / Art. D141241 X55 mit PBI NOR PBI  
(gold) / Art. 141263 Nomex NXT (black blue) / Art. 141264 Nomex NXT (gold) / Art. 141265 Nomex NXT  
(red) / Art. 141274 Nomex NXT (orange) fulfills the requirements of the Arc protection class APC 2  
according EN 61482-2:2020 / IEC 61482-2:2018.

This new PPE will be assigned to category III

Technical properties of the PPE are given in the user information.  
This type examination certificate stays valid until end of July 2022.

Ing. Judith Pöschel  
OETI - Institut fuer Ökologie, Technik und Innovation GmbH  
Notified Body No. NB 0534  
Vienna, 22.12.2021

Notified Body No. NB 0534

OETI - Institut fuer Ökologie, Technik und Innovation GmbH | Siebenbrunnstrasse 12A, District 8 | 1220 Vienna, Austria  
tel: +43 1 5442543-0 | mail: office@oeti.biz | www.oeti.biz | FN 226826 b | VAT No. ATUBS149029 | (BDF) ATEOS1000015303  
Raiffeisenbank Niederösterreich Wien AG | IBAN AT7220000013108725 | BIC RLWATWW  
UniCredit Bank Austria AG | IBAN AT34120502341037880 | BIC BKALATWW  
Es gelten ausschließlich unsere Allgemeinen Geschäftsbedingungen | Only our general terms and conditions apply

Member of Testex Group

**Directorate of Procurement (Navy) Through Bahria Gate**  
**Near SNID Center, Naval Residential Complex, E-8, Islamabad**  
**Contact: P-34(Pre) 051-9262310, Bahria Gate 0331-5540649,**  
**For General Queries (0900-1300 hrs) - 051-9262306**

Tender No & Date \_\_\_\_\_  
Tender Description \_\_\_\_\_  
IT Opening Date \_\_\_\_\_  
Firm Name \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Email Address for Correspondence \_\_\_\_\_  
**CEO Name \_\_\_\_\_ & CNIC \_\_\_\_\_ (Compulsory)**  
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		
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted - without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP - 2 Form of IT with compliance remarks against each clause of the Annex A)		
6.	Technical Offer / Specs		
7.	Annex A of IT (with compliance remarks)		
8.	Annex B & C of IT (with compliance remarks)		
9.	DP-3 form of IT (dully filled & signed)		
10.	DGDP Registration Letter (If firm is registered with DGDP)		
11.	Tax Filling Proof		
<b><u>Sealed Envelop 2 – Earnest Money</u></b> This Envelop must contain Earnest Money only.			
<b><u>Sealed Envelop 3 – Commercial Offer</u></b> This Envelop must contain following documents:			
1.	Firm's Commercial Offer	01 x Original	
2.	Principal Invoice (where applicable)	01 x Original	
3.	Dully filled DP-2 Form of IT	01 x Original	

**Firm's Declaration**

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

**Firm's Authorized Signatures \_\_\_\_\_**

**Directorate of Procurement (Navy)**  
**Through Bahria Gate**  
**Near SNID Center, Naval Residential Complex, E-8, Islamabad**  
**Contact: P-34(Pre) 051-9262310, Bahria Gate 0331-5540649,**  
**For General Queries (0900-1300 hrs) - 051-9262306**  
**Email: [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)**

**TENDER SUMMARY**

Tender No & Date: \_\_\_\_\_

Tender Description: \_\_\_\_\_

Technical Opening Date: \_\_\_\_\_

Commercial Opening Date: \_\_\_\_\_

**Technical Opening Details**

S No	Name of the Supplier	OEM	Quoted Model

Tender No.....

Name of the Firm.....  
 DGDP Registration No.....  
 Mailing Address.....  
 Date.....  
 Telephone No. ....  
 Official E-Mail.....  
 Fax No .....  
 Mobile No of contact person.....

To:

Directorate of Procurement (Navy)  
 through Bahria Gate Near SNIDS  
 Centre, CDA Market  
 at Naval Residential Complex  
 Sector E-8, Islamabad  
 Tele : 051-9262310  
 Email : [dpn@paknavy.gov.pk](mailto:dpn@paknavy.gov.pk)

Dear Sir

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. DDP&I (Revised-2019) 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.....

**DIRECTORATE PROCUREMENT (NAVY)**

Tender No.....  
 Directorate of Procurement (Navy)  
 through Bahria Gate Near SNIDS  
 Centre, CDA Market  
 at Naval Residential Complex  
 Sector E-8, Islamabad  
 Tele : 051-9262310  
 Email : dpn@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 (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 ([www.ppra.org.pk](http://www.ppra.org.pk)) and DPP&I-35 (Revised 2017) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

3. **Conditions Governing Contracts.** The „Contract“ made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the „Purchaser“ and the „Seller“ on Directorate General Defence Purchase (DGDP) contract Form “DP-19” in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2017) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

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

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a. **Commercial Offer.** The offer will be in **single** 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:

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

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

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

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d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and **two copies of the technical offer** as asked in the IT) and envelopes clearly marked “Technical proposal”, “Commercial proposal” in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing 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

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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 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.

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

Directorate of Procurement (Navy)  
through Bahria Gate Near SNIDS  
Centre, CDA Market  
at Naval Residential Complex  
Sector E-8, Islamabad

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 051-9267412 well before the opening date / time.

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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.

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

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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.

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| <p>8. <b><u>Part Bid.</u></b> 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.</p>   | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>9. <b><u>Quoting of Rates.</u></b> Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).</p>   | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>10. <b><u>Return of I/T.</u></b> ITs are to be handled as per following guidelines:</p> <p>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.</p> <p>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.</p> <p>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.</p> | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>11. <b><u>Withdrawal of Offer.</u></b> Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.</p>   | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>12. <b><u>Provision of Documents in case of Contract.</u></b> In case any firm wins a contract, it will deposit following documents before award of contract:</p> <p>a. Proof of firm's financial capability.</p> <p>b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.</p> <p>c. Principal/Agency Agreement.</p> <p>d. Registration with DGDP (Provisional Registration is mandatory)</p>   | <p>Understood<br/>agreed</p> <p><input type="checkbox"/></p> | <p>Understood<br/>not agreed</p> <p><input type="checkbox"/></p> |
| <p>13. <b><u>Treasury Challan.</u></b></p> <p>a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government</p>  | <p>Attached</p> <p><input type="checkbox"/></p>              | <p>Not<br/>Attached</p> <p><input type="checkbox"/></p>          |

Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head „A“ Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.

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

14. **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:-

Attached

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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. 01.00 Million.

b. **Return of Earnest Money**

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

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

15. **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	Agency Agreement in case of

	Agreement in case of local agent.	Trading House/ Exporter /Stockiest etc.	Company/
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16. **Inspection Authority.** CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms of the contract.

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

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

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

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

c. Original quotation/Principal/OEM proforma invoice.

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

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

(i) Imported material with break down item wise along-with import duties.

(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-

(1) General Sales Tax

(2) Income Tax

(3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.

(4) Any other tax/duty.

(iii) Fixed overhead charges like labour, electricity etc.

(iv) Agent commission/profit, if any.

(v) Any other expenditure/cost/service/remuneration as asked for in the tender.

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

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a. 1<sup>st</sup> rejection on Govt. expense

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- b. 2<sup>nd</sup> rejection on supplier expense
- c. 3<sup>rd</sup> rejection contract cancellation will be initiated.

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

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21. **Integrity Pact.** There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:

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

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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.

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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: 051-9267412 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.

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22. **Correspondence.** All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of

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delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).

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.

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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.

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25. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

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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.

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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.**

a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the

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manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.

c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.

d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.

e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

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

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a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.

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

c. The arbitration award shall be firm and final.

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

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

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

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

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31. **Risk Purchase.** In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.

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| <p>32. <b><u>Compensation Breach of Contract.</u></b> 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.</p>   | Understood<br>agreed | Understood<br>not agreed   |
| <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/>  |                      | <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/> |
|   |                      |  |
| <p>33. <b><u>Gratuities/Commission/Gifts.</u></b> No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.</p>  | Understood<br>agreed | Understood<br>not agreed   |
| <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/>  |                      | <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/> |
|   |                      |  |
| <p>34. <b><u>Termination of Contract.</u></b></p> <p>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.</p> <p>b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:</p> <p style="margin-left: 40px;">(i) To have any part thereof completed and take the delivery thereof at the contract price or.</p> <p style="margin-left: 40px;">(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.</p> <p style="margin-left: 40px;">(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.</p> <p>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</p> | Understood<br>agreed | Understood<br>not agreed   |
| <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/>  |                      | <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/> |

stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 35. <b><u>Rights Reserved.</u></b> 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<br>agreed     | Understood<br>not agreed |
|  | <input type="checkbox"/> | <input type="checkbox"/> |
| 36. <b><u>Secrecy/Non-Disclosure Agreement (NDA).</u></b> The Supplier shall undertake as per attached Annex-C, that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) to receive it. Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the Supplier. | Understood<br>agreed     | Understood<br>not agreed |
|  | <input type="checkbox"/> | <input type="checkbox"/> |
| 37. <b><u>Acknowledgment.</u></b> Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. <a href="http://WWW.PPRA.ORG.PK">WWW.PPRA.ORG.PK</a>  | Understood<br>agreed     | Understood<br>not agreed |
|  | <input type="checkbox"/> | <input type="checkbox"/> |
| 38. <b><u>Disqualification.</u></b> Offers are liable to be rejected if:-  |                          |                          |
| a. Received later than appointed/fixed date and time.  | Understood<br>agreed     | Understood<br>not agreed |
| 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.   | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.  |                          |                          |
| d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.   |                          |                          |
| e. Treasury challan is NOT attached with the offer.  |                          |                          |
| f. Multiple rates are quoted against one item.   |                          |                          |
| g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.  |                          |                          |
| 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.

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

Understood  
agreed

Understood  
not agreed

☐
☐

S.No.	Category of Appeal	Limitation Period
a.	Appeals for liquidated damages	Within 30 days of decision
b.	Appeals for reinstatement of contracts	Within 30 days of decision
c.	Appeals for risk & expense amount	Within 30 days of decision
d.	Appeals for rejection of stores	Within 30 days of decision
e.	Appeals in all other Cases	Within 30 days of decision

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

Understood  
agreed

Understood  
not agreed

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☐

41. **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](http://www.dgdp.gov.pk). These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

Understood  
agreed

Understood  
not agreed

☐
☐

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

Understood  
agreed

Understood  
not agreed

☐
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- 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

43. 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

☐

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

45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.

Sincerely yours,

\_\_\_\_\_

(To be Signed by Officer Concerned)

Rank: \_\_\_\_\_

NAME: \_\_\_\_\_

**DPL-15 (WARRANTY)**

**FIRM'S NAME:** M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



SIGNATURE\_\_\_\_\_

DATE\_\_\_\_\_

PLACE\_\_\_\_\_

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

- (i) Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
(ii) Name of Firm/Contractor \_\_\_\_\_  
(iii) Address of Firm/Contractor \_\_\_\_\_  
(iv) Name of Guarantor \_\_\_\_\_  
(v) Address of Guarantor \_\_\_\_\_  
(vi) Amount of Guarantee Rs. \_\_\_\_\_  
( \_\_\_\_\_ )  
(in words)  
(vii) Date of expire of Guarantee \_\_\_\_\_

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

Sir,

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

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

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

b. To keep this Guarantee in force till \_\_\_\_\_.

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



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

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

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

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

**Guarantor**

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Bank Seal and Signatures)

**UNDERTAKING / NON – DISCLOSURE CERTIFICATE**

I \_\_\_\_\_  
(Name & Appointment)

On behalf of \_\_\_\_\_  
(Name for firm / Contractor)

\_\_\_\_\_  
(With address and Telephone number)

2. Do hereby submit an under taking to abide by the provision of Official Secrets Act 1923 and conditions hereinafter contained. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate ceasing of further interaction and meetings.

Sig \_\_\_\_\_  
Status/  
Appointment \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_

1. Signature of witness \_\_\_\_\_  
Name (in block capital) \_\_\_\_\_  
CNIC No \_\_\_\_\_  
(Please attach photocopy)  
Address \_\_\_\_\_  
\_\_\_\_\_

Seal & Date

2. Signature of witness \_\_\_\_\_  
Name (in block capital) \_\_\_\_\_  
CNIC No \_\_\_\_\_  
(Please attach photocopy)  
Address \_\_\_\_\_  
\_\_\_\_\_

Seal & Date

**NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY**

**IMPORTANT**

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

1. Name : \_\_\_\_\_
2. Father's Name : \_\_\_\_\_
3. Address (Residential) : \_\_\_\_\_
4. Designation in Firm : \_\_\_\_\_
5. CNIC : \_\_\_\_\_  
(Attach Copy of CNIC)
6. NTN : \_\_\_\_\_  
(Attach Copy of NTN)
7. Firm's Address : \_\_\_\_\_
8. Date of Establishment of Firm : \_\_\_\_\_
9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.  
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).

(Kindly fill in the above form and forward it under your own letter head with contact details)

**CHECK OFF LIST**

Tender Control No: 340

Firm Name: M/s

Opening Date: \_\_\_\_\_

Documents Attached	Yes
Technical offer in duplicate	
Commercial offer	
Technical Specs	
Earnest Money (Original+ Copy )	
Bank Challan	
DP-1 Form	
DP-2 Form	
DP-3 Form	
Tax Filling Proof	
DGDP Registration Letter	
Authorization Letter	
Principal Invoice	

Sig\_\_\_\_\_