

INVITATION TO TENDER FORM

1. Schedule to Tender No **2124343/B/2202/340524 DATED 22-2-22**. This tender will be closed for acceptance at 1030 Hours and will be opened at **1100 Hours** on **30-3-2022**. 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.	<p><u>CLASS AND GROUP NO 8010-9150</u> <u>NSN NO. 8010-14-537-2817</u> <u>P/O NO. 08450</u> DILUANT 08450</p> <p><u>PACKING:</u> 20 LITER PACKING TIN ORIGINAL OEM SEALED PACKING NON RETURNABLE</p> <p><u>SPECIFICATION</u> TECHNICAL DATA ATTACHED</p>	10000 LITER		
<p><u>NOTE:</u></p> <ol style="list-style-type: none"> Date of Manufacture & expiry indicated on each Tin. The item must be delivered at least 85% of the shelf life remaining. Marking on the package must be legible. Packing of fragile stores to be marked with appropriate international symbol. “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 the OEM. companies/firm rendering false OEM conformance certificates will be black listed” 				

	<p>5. Firms to provide following at the time of inspection:</p> <ol style="list-style-type: none"> OEM Conformity Certificate with batch No. OEM valid Lab test report alongwith batch No and filling date of Certificate of conformity. Date of manufacturing and expiry date are to be clearly mentioned product data sheet. <p>6. Quoted value must be in €</p> <p>7. Firm will submit a 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. Firm will comply / confirm all above IT clauses 01 to 11 mentioned under Note including specification, OEM COC, special instruction, packing, general terms and conditions on its technical offer and original technical offer on firm's letter head pad along with DP-1, DP-2 & DP-3 duly signed and stamped on each page are required in duplicate.</p>	
	<p>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.</p>	<p>UK £</p>

Terms & Conditions

- | | | |
|----|--|--|
| 1. | <u>Special Instructions.</u> | Attached |
| 2. | <u>Terms of Payment.</u> | 80% on of shipment of stores and 20% on issuance of CRV. |
| 3. | <u>Origin of Stores.</u> | Imported (To be indicated in Technical Offer) |
| 4. | <u>Origin of OEM.</u> | (To be indicated in Technical Offer) |
| 5. | <u>Technical Scrutiny Report.</u> | Required. |
| 6. | <u>Delivery Period.</u> | 06 Months after opening of LC. |
| 7. | <u>Currency.</u> | EURO € |
| 8. | <u>Basis for acceptance.</u> | FOB. |
| 9. | <u>Bid Validity.</u> | The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer or 30th June whichever is earlier. 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. |

10. **Place of Inspection.** Joint Inspection will be carried out by CINS, consignee and end user 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).**
- 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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SECTION 12: Ecological information

Mobility: No known data available in our database.

12.5 Results of PBT and vPvB assessment

PBT: Not applicable.
vPvB: Not applicable.

12.6 Other adverse effects

No known significant effects or critical hazards.

SECTION 13: Disposal considerations

13.1 Waste treatment methods

The generation of waste should be avoided or minimized wherever possible. Residues of the product is listed as hazardous waste. Dispose of according to all state and local applicable regulations. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Spillage, remains, discarded clothes and similar should be discarded in a fireproof container.

European waste catalogue no. (EWC) is given below:

European waste catalogue (EWC): 08 01 11*

Packaging

generation of waste should be avoided or minimized wherever possible. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible.

SECTION 14: Transport information

Transport may take place according to national regulation or ADR for transport by road, RID for transport by train, IMDG for transport by sea, IATA for transport by air.

14.1 UN no.	14.2 Proper shipping name	14.3 Transport hazard class(es)	14.4 PG*	14.5 Env*	14.6 Additional information
ADR/RID Class	UN1263 PAINT RELATED MATERIAL	3		III	No. <u>Tunnel code (D/E)</u>
IMDG Class	UN1263 PAINT RELATED MATERIAL	3		III	No. <u>Emergency schedules F-E, S-E</u>
IATA Class	UN1263 PAINT RELATED MATERIAL	3		III	No. -

* Packing group
Env*: Environmental hazards

14.6 Special precautions for user

Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

14.7 Transport in bulk according to Annex II of MARPOL and the IBC Code
Not applicable.

SECTION 15: Regulatory information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

EU Regulation (EC) No. 1907/2006 (REACH) Annex XIV - List of substances subject to authorization - Substances of very high concern
Annex XIV

None of the components are listed.

Substances of very high concern

None of the components are listed.

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SECTION 11: Toxicological Information

Product/Ingredient name	Category	Route of exposure	Target organs
n-butanol	Category 3	Not applicable.	Respiratory tract irritation and Narcotic effects
solvent naphtha (petroleum), light arom.	Category 3	Not applicable.	Respiratory tract irritation and Narcotic effects
1,2,4-trimethylbenzene	Category 3	Not applicable.	Respiratory tract irritation

Specific target organ toxicity (repeated exposure)

Product/Ingredient name	Category	Route of exposure	Target organs
ethylbenzene	Category 2	Not determined	Hearing organs

Aspiration hazard

Product/Ingredient name	Result
ethylbenzene	ASPIRATION HAZARD - Category 1
solvent naphtha (petroleum), light arom.	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure

Routes of entry anticipated: Oral, Dermal, Inhalation.

Potential chronic health effects

Other information: No additional known significant effects or critical hazards.

SECTION 12: Ecological information

12.1 Toxicity

Do not allow to enter drains or watercourses. Harmful to aquatic life with long lasting effects.

Product/Ingredient name	Result	Species	Exposure
n-butanol	Acute EC50 1328 mg/l	Daphnia	96 hours
ethylbenzene	Acute LC50 1.376 mg/l	Fish	96 hours
solvent naphtha (petroleum), light arom.	Chronic NOEC <1000 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 19 mg/l	Algae - Pseudokirchneriella subcapitata (green algae)	96 hours
	Acute EC50 6.14 mg/l	Daphnia - Daphnia magna	48 hours
	Acute LC50 9.22 mg/l	Fish - Oncorhynchus mykiss (rainbow trout)	96 hours

12.2 Persistence and degradability

Product/Ingredient name	Test	Result	Dose	Inoculum
xylene	-	>60 % - Readily - 28 days	-	-
n-butanol	OECD 301D Ready	92 % - 20 days	-	-
ethylbenzene	Biodegradability - Closed Bottle Test	-	-	-
solvent naphtha (petroleum), light arom.	-	>70 % - Readily - 28 days	-	-
	-	~70 % - Readily - 28 days	-	-

Product/Ingredient name	Aquatic half-life	Photolysis	Biodegradability
xylene	-	-	Readily
n-butanol	-	-	Readily
ethylbenzene	-	-	Readily
solvent naphtha (petroleum), light arom.	-	-	Readily

12.3 Bioaccumulative potential

Product/Ingredient name	LogP _{ow}	BCF	Potential
xylene	3.12	8.1 - 25.9	low
n-butanol	1	3.16	low
ethylbenzene	3.6	-	low
solvent naphtha (petroleum), light arom.	-	10 - 2500	high

12.4 Mobility in soil

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SECTION 10: Stability and reactivity

When exposed to high temperatures (i.e. in case of fire) harmful decomposition products may be formed.
Decomposition products may include the following materials: carbon oxides

SECTION 11: Toxicological information

11.1 Information on toxicological effects

Exposure to component solvent vapor concentrations may result in adverse health effects such as mucous membrane and respiratory system irritation and adverse effects on the kidneys, liver and central nervous system. Solvents may cause some of the above effects by absorption through the skin. Symptoms and signs include headaches, dizziness, fatigue, muscular weakness, drowsiness and, in extreme cases, loss of consciousness. Repeated or prolonged contact with the preparation may cause removal of natural fat from the skin, resulting in non-allergic contact dermatitis and absorption through the skin. If splashed in the eyes, the liquid may cause irritation and reversible damage. Accidental swallowing may cause stomach pain. Chemical lung inflammation may occur if the product is taken into the lungs via vomiting.

Aspiration hazard if swallowed. Can enter lungs and cause damage.
Direct contact with the eyes can cause irreversible damage, including blindness.

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
xylene	LC50 Inhalation Gas	Rat	5000 ppm	4 hours
	LC50 Inhalation Vapor	Rat	6350 ppm	4 hours
	LD50 Dermal	Rabbit	>4200 mg/kg	-
n-butanol	LD50 Oral	Rat	3523 mg/kg	4 hours
	LC50 Inhalation Vapor	Rat	24000 mg/m ³	-
	LD50 Dermal	Rabbit	3400 mg/kg	-
ethylbenzene	LD50 Oral	Rat	790 mg/kg	-
	LD50 Dermal	Rabbit	>5000 mg/kg	-
	LD50 Oral	Rat	3500 mg/kg	4 hours
solvent naphtha (petroleum), light arom.	LC50 Inhalation Vapor	Rat	6193 mg/m ³	-
	LD50 Dermal	Rabbit	3160 mg/kg	-
	LD50 Oral	Rat	8400 mg/kg	-

Acute toxicity estimates

Route	ATE value
Oral	
Dermal	3954 mg/kg
Inhalation (gases)	1915.4 mg/kg
Inhalation (vapors)	7002.8 ppm
	87.3 mg/l

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure
xylene	Eyes - Severe irritant	Rabbit	-	24 hours 5 milligrams
	Skin - Moderate irritant	Rabbit	-	24 hours 500 milligrams
n-butanol	Eyes - Severe irritant	Rabbit	-	24 hours 2 milligrams
	Skin - Moderate irritant	Rabbit	-	24 hours 20 milligrams
ethylbenzene	Skin - Mild irritant	Rabbit	-	24 hours 15 milligrams
	Respiratory - Mild irritant	Rabbit	-	-
solvent naphtha (petroleum), light arom.	Eyes - Mild irritant	Rabbit	-	-
	Eyes - Mild irritant	Rabbit	-	24 hours 100 microliters

Mutagenic effects

No known significant effects or critical hazards.

Carcinogenicity

No known significant effects or critical hazards.

Reproductive toxicity

No known significant effects or critical hazards.

Teratogenic effects

No known significant effects or critical hazards.

Specific target organ toxicity (single exposure)



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SECTION 9: Physical and chemical properties

9.1 Information on basic physical and chemical properties

Physical state :	Liquid.
Color :	Translucent.
Odor :	Solvent-like
pH :	Testing not relevant or not possible due to nature of the product.
Melting point/freezing point :	-94.98°C This is based on data for the following ingredient: xylene
Boiling point/boiling range :	Testing not relevant or not possible due to nature of the product.
Flash point :	Closed cup: 25°C (77°F)
Evaporation rate :	Testing not relevant or not possible due to nature of the product.
Flammability :	Highly flammable in the presence of the following materials or conditions: open flames, sparks and static discharge and heat. Flammable in the presence of the following materials or conditions: oxidizing materials. Slightly flammable in the presence of the following materials or conditions: reducing materials. 0.8 - 11.3 vol %
Lower and upper explosive (flammable) limits :	0.89 kPa This is based on data for the following ingredient: xylene
Vapor pressure :	Testing not relevant or not possible due to nature of the product.
Vapor density :	0.857 g/cm ³
Relative density :	Partially soluble in the following materials: cold water and hot water.
Solubility(ies) :	Testing not relevant or not possible due to nature of the product.
Partition coefficient (LogKow) :	Lowest known value: 355°C (671°F) (n-butanol).
Auto-ignition temperature :	Testing not relevant or not possible due to nature of the product.
Decomposition temperature :	Kinematic (40°C): <0.07 cm ² /s
Viscosity :	Explosive in the presence of the following materials or conditions: open flames, sparks and static discharge and heat.
Explosive properties :	Testing not relevant or not possible due to nature of the product.
Oxidizing properties :	

9.2 Other information

Solvent(s) % by weight :	Weighted average: 100 %
Water % by weight :	Weighted average: 0 %
VOC content :	858.8 g/l
TDC Content :	Weighted average: 720 g/l
Solvent Gas :	Weighted average: 0.209 m ³ /l

SECTION 10: Stability and reactivity

10.1 Reactivity

No specific test data related to reactivity available for this product or its ingredients.

10.2 Chemical stability

The product is stable.

10.3 Possibility of hazardous reactions

Under normal conditions of storage and use, hazardous reactions will not occur.

10.4 Conditions to avoid

Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.

10.5 Incompatible materials

Highly reactive or incompatible with the following materials: oxidizing materials.
Reactive or incompatible with the following materials: reducing materials.

(7)

SECTION 5: Firefighting measures

Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Fire will produce dense black smoke. Exposure to decomposition products may cause a health hazard. Cool closed containers exposed to fire with water. Do not release runoff from fire to drains or watercourses. Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode. Clothing for fire-fighters (including helmets, protective boots and gloves) conforming to European standard EN 469 will provide a basic level of protection for chemical incidents.

SECTION 6: Accidental release measures

6.1 Personal precautions, protective equipment and emergency procedures

Avoid all direct contact with the spilled material. Exclude sources of ignition and be aware of explosion hazard. Ventilate the area. Avoid breathing vapor or mist. Refer to protective measures listed in sections 7 and 8. No action shall be taken involving any personal risk or without suitable training. If the product contaminates lakes, rivers, or sewers, inform the appropriate authorities in accordance with local regulations.

6.2 Environmental precautions

Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material.

6.3 Methods and materials for containment and cleaning up

Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, drains or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-flammable, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Use spark-proof tools and explosion-proof equipment. Contaminated absorbent material may pose the same hazard as the spilled product.

6.4 Reference to other sections

See Section 1 for emergency contact information.
 See Section 8 for information on appropriate personal protective equipment.
 See Section 13 for additional waste treatment information.

SECTION 7: Handling and storage

7.1 Precautions for safe handling

Vapors are heavier than air and may spread along floors. Vapors may form explosive mixtures with air. Prevent the creation of flammable or explosive concentrations of vapors in air and avoid vapor concentrations higher than the occupational exposure limits. In addition, the product should be used only in areas from which all naked lights and other sources of ignition have been excluded. Electrical equipment should be protected to the appropriate standard. To dissipate static electricity during transfer, ground drum and connect to receiving container with bonding strap. No sparking tools should be used. Avoid inhalation of vapour, dust and spray mist. Avoid contact with skin and eyes. Eating, drinking and smoking should be prohibited in area where this material is handled, stored and processed. Appropriate personal protective equipment: see Section 8. Always keep in containers made from the same material as the original one.

7.2 Conditions for safe storage, including any incompatibilities

Store in accordance with local regulations. Store in a cool, well-ventilated area away from incompatible materials and ignition sources. Keep out of the reach of children. Keep away from: Oxidizing agents, strong alkalis, strong acids. No smoking. Prevent unauthorized access. Containers that are opened must be carefully resealed and kept upright to prevent leakage.

7.3 Specific end use(s)

See separate Product Data Sheet for recommendations or industrial sector specific solutions.

SECTION 8: Exposure controls/personal protection

8.1 Control parameters

Product/ingredient name	Exposure limit values
xylyne	EU OEL (Europe, 12/2009). Absorbed through skin. TWA: 50 ppm 8 hours. TWA: 221 mg/m ³ 8 hours. STEL: 100 ppm 15 minutes. STEL: 442 mg/m ³ 15 minutes.
ethylbenzene	EU OEL (Europe, 12/2009). Absorbed through skin. STPL: 694 mg/m ³ 15 minutes.

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SECTION 4: First aid measures

- Inhalation:** Remove to fresh air. Keep person warm and at rest. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. Give nothing by mouth. If unconscious, place in recovery position and get medical attention immediately.
- Skin contact:** Remove contaminated clothing and shoes. Wash skin thoroughly with soap and water or use recognized skin cleanser. Do NOT use solvents or thinners.
- Ingestion:** If swallowed, seek medical advice immediately and show this container or label. Keep person warm and at rest. Do not induce vomiting unless directed to do so by medical personnel. Lower the head so that vomit will not re-enter the mouth and throat.
- Protection of first-aiders:** No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

4.2 Most important symptoms and effects, both acute and delayed

Potential acute health effects

- Eye contact:** Causes serious eye damage.
- Inhalation:** Harmful if inhaled. Can cause central nervous system (CNS) depression. May cause drowsiness or dizziness. May cause respiratory irritation.
- Skin contact:** Harmful in contact with skin. Causes skin irritation.
- Ingestion:** Can cause central nervous system (CNS) depression. May be fatal if swallowed and enters airways.

Short-exposure signs/symptoms

- Eye contact:** Adverse symptoms may include the following:
pain
watering
redness
- Inhalation:** Adverse symptoms may include the following:
respiratory tract irritation
coughing
nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness
- Skin contact:** Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur
- Ingestion:** Adverse symptoms may include the following:
stomach pains
nausea or vomiting

Indication of any immediate medical attention and special treatment needed

- Notes to physician:** Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments:** No specific treatment.

SECTION 5: Firefighting measures

5.1 Extinguishing media

- Extinguishing media:** Recommended: alcohol resistant foam, CO₂ powders, water spray.
Not to be used: waterjet.

5.2 Special hazards arising from the substance or mixture

- Hazards from the substance or mixture:** Flammable liquid and vapor. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. This material is harmful to aquatic life with long lasting effects. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.
- Hazardous combustion products:** Decomposition products may include the following materials: carbon oxides



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SECTION 8: Exposure controls/personal protection

solvent naphtha (petroleum), light arom.

EU OEL (Europe):
TWA: 120 mg/m³ 8 hours, Form:
TWA: 26 ppm 8 hours, Form:

Recommended monitoring procedures

If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment. Reference should be made to monitoring standards, such as the following: European Standard EN 689 (Workplace atmospheres - Guidance for the assessment of exposure by inhalation to chemical agents for comparison with limit values and measurement strategy) - European Standard EN 14042 (Workplace atmospheres - Guide for the application and use of procedures for the assessment of exposure to chemical and biological agents), European Standard EN 482 (Workplace atmospheres - General requirements for the performance of procedures for the measurement of chemical agents). Reference to national guidance documents for methods for the determination of hazardous substances will also be required.

Derived effect levels

No DNELs/DNELs available.

Predicted effect concentrations

No PNECs available.

8.2 Exposure controls

Appropriate engineering controls

Arrange sufficient ventilation by local exhaust ventilation and good general ventilation to keep the airborne concentrations of vapors or dust lowest possible and below their respective threshold limit value. Ensure that eyewash stations and safety showers are proximal to the workstation location.

Individual protection measures

General:

Gloves must be worn for all work that may result in soiling. Apron/coveralls/protective clothing must be worn when soiling is so great that regular work clothes do not adequately protect skin against contact with the product. Safety eyewear should be used when there is a likelihood of exposure.



Hygiene measures:

Wash hands, forearms, and face thoroughly after handling compounds and before eating, smoking, using lavatory, and at the end of day.

Eyeface protection:

Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/or face shield. If inhalation hazards exist, a full-face respirator may be required instead.

Hand protection:

Wear chemical-resistant gloves (tested to EN374) in combination with 'basic' employee training. The quality of the chemical-resistant protective gloves must be chosen as a function of the specific workplace concentrations and quantity of hazardous substances.

Since the actual work situation is unknown, Supplier of gloves should be contacted in order to find the appropriate type. Below listed glove(s) should be regarded as generic advice:

Recommended: Silver Shield / 4H gloves, polyvinyl alcohol (PVA), Viton®
May be used: nitrile rubber

Short term exposure: neoprene rubber, butyl rubber, natural rubber (latex), polyvinyl chloride (PVC)

Body protection:

Personal protective equipment for the body should be selected based on the task being performed and the risks involved handling this product.

Respiratory protection:

Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. If working areas have insufficient ventilation: When the product is applied by means that will not generate an aerosol such as, brush or roller wear half or totally covering mask equipped with gas filter of type A, when grinding use particle filter of type P. Be sure to use an approved/certified respirator or equivalent.

Environmental exposure controls

Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to



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SECTION 2: Hazards identification

Response: IF SWALLOWED: Do NOT induce vomiting. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor.

Storage: Keep cool. Store locked up.

Disposal: Dispose of contents and container in accordance with all local, regional, national and international regulations.

Hazardous ingredients: xylene
n-butanol
ethylbenzene
solvent naphtha (petroleum), light arom.

Special packaging requirements

Containers to be fitted with child-resistant fastenings: Yes, applicable.

Tactile warning of danger: Yes, applicable.

2.3 Other hazards

Other hazards which do not result in classification: None known.

SECTION 3: Composition/information on ingredients

3.1 Mixtures

Product/ingredient name	Identifiers	%	Regulation (EC) No. 1272/2008 [CLP]	Type
xylene	REACH #: 01-2119488216-32 EC: 215-535-7 CAS: 1330-20-7 Index: 821-022-00-9	≥50 - <75	Flam. Liq. 3, H226 Acute Tox. 4, H312 Acute Tox. 4, H332 Skin Irrit. 2, H315 Flam. Liq. 3, H226 Acute Tox. 4, H302 Skin Irrit. 2, H315 Eye Dam. 1, H318 STOT SE 3, H335 STOT SE 3, H336	C [1] [2]
n-butanol	REACH #: 01-2119484630-38 EC: 200-761-6 CAS: 71-36-3 Index: 603-004-00-6	≥10 - <25	Flam. Liq. 3, H226 Acute Tox. 4, H302 Skin Irrit. 2, H315 Eye Dam. 1, H318 STOT SE 3, H335 STOT SE 3, H336	- [1]
ethylbenzene	REACH #: 01-2119488370-35 EC: 202-849-4 CAS: 100-41-4 Index: 801-023-00-4	≥10 - <25	Flam. Liq. 2, H225 Acute Tox. 4, H332 STOT RE 2, H373 (hearing organs)	- [1] [2]
solvent naphtha (petroleum), light arom.	REACH #: 01-2119455851-36 EC: 265-199-0 CAS: 64742-95-6	≥10 - <25	Asp. Tox. 1, H304 Flam. Liq. 3, H226 STOT SE 3, H335 STOT SE 3, H336 Asp. Tox. 1, H304 Aquatic Chronic 2, H411	F [1] [2]

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Type

- [1] Substance classified with a health or environmental hazard
- [2] Substance with a workplace exposure limit, see section 8.
- [3] Substance meets the criteria for PBT according to Regulation (EC) No. 1907/2006, Annex XIII
- [4] Substance meets the criteria for vPvB according to Regulation (EC) No. 1907/2006, Annex XIII
- [5] Substance of equivalent concern
- [6] Additional disclosure due to company policy

SECTION 4: First aid measures

4.1 Description of first aid measures

General: In all cases of doubt, or when symptoms persist, seek medical attention. Never give anything by mouth to an unconscious person.

If breathing is irregular, drowsiness, loss of consciousness or cramps: Call 112 and give immediate treatment (first aid).

Eye contact: Check for and remove any contact lenses. Immediately flush eyes with plenty of water for at least 5 minutes, occasionally lifting the upper and lower eyelids. Seek immediate medical attention.

3

Safety Data Sheet

HEMPEL'S THINNER 08450



Conforms to Regulation (EC) No. 1907/2006 (REACH), Annex II, as amended by Regulation (EU) No. 2015/830 - Europe

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1 Product identifier

Product name: HEMPEL'S THINNER 08450
Product identity: 0845000000
Product type: thinner

1.2 Relevant identified uses of the substance or mixture and uses advised against

Field of application: yacht, ships and shipyards, buildings and metal industry.
Identified uses: Consumer applications, Industrial applications, Professional applications.

1.3 Details of the supplier of the safety data sheet

Company details: HEMPEL A/S
Lundtoftgårdsvej 91
DK-2800 Kgs. Lyngby
Denmark
Tel.: + 45 45 93 38 00
hempele@hempel.com
Date of issue: 15 June 2017
of previous issue: 13 June 2017.

1.4 Emergency telephone number

Emergency telephone number (with hours of operation)

+45 45 93 38 00 (08.00 - 17.00)
See section 4 First aid measures.

SECTION 2: Hazards identification

2.1 Classification of the substance or mixture

Product definition: Mixture

Classification according to Regulation (EC) No. 1272/2008 [CLP/GHS]

Flam. Liq. 3, H226
Acute Tox. 4, H312
Acute Tox. 4, H332
Skin Irrit. 2, H315
Eye Dam. 1, H318
STOT SE 3, H336
STOT SE 3, H336
STOT RE 2, H373
Asp. Tox. 1, H304
Aquatic Chronic 3, H412

FLAMMABLE LIQUIDS - Category 3
ACUTE TOXICITY (dermal) - Category 4
ACUTE TOXICITY (inhalation) - Category 4
SKIN CORROSION/IRRITATION - Category 2
SERIOUS EYE DAMAGE/EYE IRRITATION - Category 1
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2
ASPIRATION HAZARD - Category 1
AQUATIC HAZARD (LONG-TERM) - Category 3

See Section 11 for more detailed information on health effects and symptoms.

2.2 Label elements

and pictograms



Signal word

Danger

Hazard statements

H226 - Flammable liquid and vapor.
H312 + H332 - Harmful in contact with skin or if inhaled.
H318 - Causes serious eye damage.
H315 - Causes skin irritation.
H304 - May be fatal if swallowed and enters airways.
H335 - May cause respiratory irritation.
H336 - May cause drowsiness or dizziness.
H373 - May cause damage to organs through prolonged or repeated exposure.
H412 - Harmful to aquatic life with long lasting effects.

Precautionary statements:

General

Prevention

If medical advice is needed, have product container or label at hand. Keep out of reach of children.
Avoid breathing vapors, spray or mists. Wear protective gloves/protective clothing/eye protection/face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No



Product Data

Hempel's Thinner 08450



Description: HEMPEL PAINT is produced and supplied in such a way that thinning is normally not necessary provided the paint is properly mixed/stirred. However, if the paint is to be applied in a low film thickness (for instance as a "sealer coat") or if the paint has become too thick, e.g. in cold weather, the HEMPEL THINNER(s) indicated on the product data sheet may be added to obtain a consistency most suitable for application. As a general rule, thinning should be kept at a minimum as the quality of the paint work will suffer from too liberal thinning. However, if application is to take place at high temperatures (air and/or steel), thinning may even beyond the limits mentioned on the data sheets exceptionally be necessary in order to avoid dry-spray and poor film formation. HEMPEL'S THINNERS are blended to give the best results with regard to brush ability, spray properties, etc. In some cases ordinary solvents may substitute. As such products are beyond our control, we disclaim any responsibility for the results. In each case the respective product data sheet and - when available - the APPLICATION INSTRUCTIONS should be consulted. As regards the use of THINNERS for cleaning of tools, see REMARKS overleaf.

Recommended use: 08450 (23°C/73°F)
General purpose thinner for HEMPADUR qualities.
Part of Group Assortment. Local availability subject to confirmation.

Availability:

PHYSICAL CONSTANTS:

Shade nos/Colours: 00000/ Colourless.
Flash point: 25 °C [77 °F]
Specific gravity: 0.9 kg/litre [7.2 lbs/US gallon]
VOC content: 857 g/l [7.1 lbs/US gallon]
Life: 3 years from time of production.
The physical constants stated are nominal data according to the HEMPEL Group's approved formulae.

APPLICATION DETAILS:

Safety: Handle with care. Before and during use, observe all safety labels on packaging and paint containers, consult HEMPEL Safety Data Sheets and follow all local or national safety regulations.

REMARKS: Tools can usually be cleaned with the THINNER prescribed for the product. For cleaning of tools which have been used for HEMPADUR products, HEMPEL'S TOOL CLEANER 99810 is recommended. Do not use it for thinning, nor for cleaning after use of polyurethane products, HEMPATANE's.

Note: Hempel's Thinner 08450 For professional use only.
ISSUED BY: HEMPEL A/S 0645000000

This Product Data Sheet supersedes those previously issued.
For explanations, definitions and scope, see "Explanatory Notes" available on www.hempel.com. Data, specifications, drawings and recommendations given in this data sheet represent only test results or experience obtained under controlled or specially defined circumstances. Their accuracy, completeness or appropriateness under the actual conditions of any intended use of the Products herein must be determined conclusively by the Buyer and/or User.

NMCRL-OFFLINE-NSN-Report--20210825015646

CITY : SAINT CREPIN IBOUVILLERS

COUNTRY: FRANCE

PCS : 60149

TEL : 03 44 08 28 90

FAX : 03 44 08 28 99

IDENTIFICATION: 562055244

WEBSITE: WWW.HEMPEL.FR

NACE : 20.30

NCAGE : FAK87

SCSD : A (ACTIVE RECORD)

TOEC : E (NON-US MANUFACTURERS)

LUPD : 13 MAR 2018

NCAGE NAME: NAVAL GROUP INGENIERIE CONSTRUCTIONS NEUVES

ST1 : 40 RUE DU DOCTEUR FINLAY

ST2 : 40-42

CITY : PARIS 15

COUNTRY: FRANCE

PCS : 75015

TEL : 01 40 59 50 00

FAX : 01 40 59 56 48

IDENTIFICATION: 441133008

WEBSITE: WWW.NAVAL-GROUP.COM

NACE : 30.11

WEBSITE: WWW.HEMPEL.FR

NACE : 20.30

NCAGE : F9168

SCSD : A (ACTIVE RECORD)

TOEC : E (NON-US MANUFACTURERS)

LUPD : 24 NOV 2009

NCAGE NAME: HEMPEL (FRANCE)

ST1 : 5 RUE DE L EUROPE

CITY : SAINT CREPIN IBOUVILLERS

COUNTRY: FRANCE

PCS : 60149

TEL : 03 44 08 28 90

FAX : 03 44 08 28 99

IDENTIFICATION: 562055244

WEBSITE: WWW.HEMPEL.FR

NACE : 20.30

NCAGE : F9168

SCSD : A (ACTIVE RECORD)

TOEC : E (NON-US MANUFACTURERS)

LUPD : 24 NOV 2009

NCAGE NAME: HEMPEL (FRANCE)

ST1 : 5 RUE DE L EUROPE

NSN : A09700 : 8010-14-537-2817 FIIG
 Item Name (Segment A) : THINNER, PAINT PRODU FMSN
 : 004
 Item Name (ACodP3) : THINNER, PAINT PRODUCTS TIIC
 : 1
 Assignment Date : 15 October 2003 RPD MRC
 :
 : 39023 : INC

NCAGE	REFERENCE NUMBER	RNSC	RNCC	RNVC	DAC	RNAAC	RNFC	RNJC
F9168	THINNER 08450-25L	B	5	9	4	96	4	
F9168	08450-25L	B	5	9	4	96	4	
F9168	08450000020	A	3	2	4	96	4	
FAK87	SYQ4310	B	5	2	4	96	4	

● USER COUNTRY
 ZB BELGIUM
 ZF FRANCE

NCAGE : F9168

SCSD : A (ACTIVE RECORD)

TOEC : E (NON-US MANUFACTURERS)

LUPD : 24 NOV 2009

NCAGE NAME: HEMPEL (FRANCE)

ST1 : 5 RUE DE L EUROPE

● CITY : SAINT CREPIN IBOUVILLERS

COUNTRY: FRANCE

PCS : 60149

TEL : 03 44 08 28 90

FAX : 03 44 08 28 99

IDENTIFICATION: 562055244

Safety Data Sheet

HEMPEL'S THINNER 08450



SECTION 15: Regulatory information

Other EU regulations

Seveso category This product is controlled under the Seveso III Directive.

Seveso category
P5: Flammable liquids 2 and 3 not falling under P5a or P5b 6: Flammable (R10)

16.2 Chemical Safety Assessment

This product contains substances for which Chemical Safety Assessments are still required.

SECTION 16: Other information

Abbreviations and acronyms:

ATE = Acute Toxicity Estimate
 CLP = Classification, Labeling and Packaging Regulation (Regulation (EC) No. 1272/2008)
 EUH statement = CLP-specific Hazard statement
 RRN = REACH Registration Number
 DNEL = Derived No Effect Level
 PNEC = Predicted No Effect Concentration

Full text of abbreviated H statements

H225 Highly flammable liquid and vapor.
 H226 Flammable liquid and vapor.
 H302 Harmful if swallowed.
 H304 May be fatal if swallowed and enters airways.
 H312 Harmful in contact with skin.
 H315 Causes skin irritation.
 H318 Causes serious eye damage.
 H332 Harmful if inhaled.
 H335 May cause respiratory irritation.
 H336 May cause drowsiness or dizziness.
 H373 May cause damage to organs through prolonged or repeated exposure.
 H411 Toxic to aquatic life with long lasting effects.
 H412 Harmful to aquatic life with long lasting effects.

Full text of classifications [CLP/GHS]

Acute Tox. 4, H302 ACUTE TOXICITY (oral) - Category 4
 Acute Tox. 4, H312 ACUTE TOXICITY (dermal) - Category 4
 Acute Tox. 4, H332 ACUTE TOXICITY (inhalation) - Category 4
 Aquatic Chronic 3, H411 AQUATIC HAZARD (LONG-TERM) - Category 2
 Aquatic Chronic 3, H412 AQUATIC HAZARD (LONG-TERM) - Category 3
 Asp. Tox. 1, H304 ASPIRATION HAZARD - Category 1
 Eye Dam. 1, H318 SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 1
 Flam. Liq. 2, H225 FLAMMABLE LIQUIDS - Category 2
 Flam. Liq. 3, H226 FLAMMABLE LIQUIDS - Category 3
 Skin Irr. 2, H315 SKIN CORROSION/IRRITATION - Category 2
 STOT RE 2, H373 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2
 STOT SE 2, H335 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3
 STOT SE 3, H336 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3

Procedure used to derive the classification according to Regulation (EC) No. 1272/2008 [CLP/GHS]

Classification	Justification
FLAMMABLE LIQUIDS - Category 3	On basis of test data
ACUTE TOXICITY (dermal) - Category 4	Calculation method
ACUTE TOXICITY (inhalation) - Category 4	Calculation method
SKIN CORROSION/IRRITATION - Category 2	Calculation method
SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 1	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2	Calculation method
ASPIRATION HAZARD - Category 1	Calculation method
AQUATIC HAZARD (LONG-TERM) - Category 3	Calculation method

Notice to reader

Indicates information that has changed from previously issued version.

The information contained in this safety data sheet is based on the present state of knowledge and EU and national legislation. It provides guidance on health, safety and environmental aspects for handling the product in a safe way and should not be construed as any guarantee.

11

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. Supplying 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) Pattern/Part Numbers of stores
 - (2) Description of stores along with quantity
 - (3) List of Serial Numbers or Batch Numbers or Lot Numbers as embossed/engraved on the stores, as applicable.
 - (4) Date/Period of Manufacture
 - (5) Conformance to standards/specifications quoted in the IT
 - c. OEM Lab Test Certificate/FATs report.

d. 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.

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNID Center, Naval Residential Complex, E-8, Islamabad
Contact: Reception 051-9262311, Bahria Gate 0331-5540649,
Section 051-9262310 Email : adpn34@paknavy.gov.pk

Tender No & Date _____
Tender Description _____
IT Opening Date _____
Firm Name _____
Postal Address _____
Email Address for Correspondence _____
Contact Person Name _____
Contact Number (Landline _____) (Mobile _____)

Documents to be Attached with Quotation

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

Sealed Envelop 1 – Technical Offer in Duplicate This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick ✓ against each to ensure that these documents have been attached:			
S No	Document	Original Set	Copy Set
1.	Bank Challan		
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		
<u>Sealed Envelop 2 – Earnest Money</u> This Envelop must contain Earnest Money only.			
<u>Sealed Envelop 3 – Commercial Offer</u> 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 _____

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:

The Director Of Procurement
(Section P-34)
Near SNIDS Centre, CDA Market
at Naval Residential Complex
Sector E-8, Islamabad
Tele : 051-9262310
Email : 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. DP-35 (Revised 2002) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender:

- a.
- b.
- c.

Yours faithfully,
.....
(Signature of Tenderer)
.....
(Capacity in which signing)
Address:.....
Date.....
Signature of Witness.....
ADDRESS.....

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

- (a) Whether signing as “Sole Proprietor” of the firm or his attorney.
- (b) Whether signing as a “Registered Active Partner” of the firm or his attorney.
- (c) Whether signing for the firm “per procuracy”.
- (d) In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal's proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

CHECK OFF LIST	
Tender Control No: <u>340</u>	
Firm Name: <u>M/s</u>	
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 _____	

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY
IMPORTANT

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

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

**(KINDLY FILL IN THE ABOVE FORM AND FORWARD IT UNDER YOUR OWN LETTER HEAD
WITH CONTACT DETAILS)**

DIRECTORATE PROCUREMENT (NAVY)

Tender No.....
 Directorate of Procurement (Navy)
 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-35 (Revised 2017) 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) and DPP&I-35 (Revised 2017) (print copy may be obtained from DGDP Registration Cell on Phone No. **051-9267412** 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.

Understood agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

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

Understood agreed	Understood not agreed
<input type="checkbox"/>	<input type="checkbox"/>

a. **Commercial Offer.** The offer will be in duplicate 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. two copies of commercial offer and two or more 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

Understood
agreed

Understood
not agreed

offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

e. **FORM DP-1, DP-2, DP-3 and Questionnaires.** Form DP-1, DP-2 (alongwith annexes), DP-3 and Questionnaires duly filled in are to be submitted with the 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)
Near SNIDS Centre, CDA Market
at Naval Residential Complex
Sector E-8, Islamabad
Tele : 051-9262310
Email : dpn@paknavy.gov.pk

5. **Date and Time For Receipt of Tender.** Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No **051-9267412** 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 offer or 30th June whichever is earlier. 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.

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 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). Understood agreed Understood not agreed
10. **Return of I/T.** ITs are to be handled as per following guidelines:
- a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender. Understood agreed Understood not agreed
- b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate. Understood agreed Understood not agreed
- c. It is a standard practice to invite all firm(s) including those 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 up to 01 year. 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.** Attached Not Attached

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

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

14. **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

Not Attached

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. 0.100 Million.

(ii) **Registered/Pre-Qualified but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs. 0.150 Million.

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 0.200 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 Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

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. 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 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.

- | | | |
|--|------------------------------|----------------------------------|
| <p>19. <u>Rejection of Stores/Services.</u> The stores/services offered as a result of contract concluded against this tender may be rejected as follows:</p> | <p>Understood
agreed</p> | <p>Understood
agreed</p> |
| <p>a. 1st rejection on Govt. expense
b. 2nd rejection on supplier expense
c. 3rd rejection contract cancellation will be initiated.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>20. <u>Security Deposit/Bank Guarantee .</u> 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.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>21. <u>Integrity Pact.</u> There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance:</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpnavy@paknavy.gov.pk</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>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, <u>PERMANENT BLACKLISTING</u> of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan’s Code of Criminal Procedure.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>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.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | |

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 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.

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.**

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

Understood
agreed

Understood
not agreed

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

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

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

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

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

28. **Arbitration.** Parties shall make their attempt to settle all disputes arising 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:

Understood
agreed

Understood
not agreed

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.

Understood
agreed

Understood
not agreed

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.

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. **Gratuities/Commission/Gifts.** 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.

Understood
agreed

Understood
not agreed

34. **Termination of Contract.**

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

Understood
agreed

Understood
not agreed

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

(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.
35. **Rights Reserved.** Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1). Understood
agreed Understood
not agreed
36. **Application of Official Secrets Act, 1923.** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information. Understood
agreed Understood
not agreed
37. **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 Understood
agreed Understood
not agreed
38. **Disqualification.** Offers are liable to be rejected if:-
- a. Received later than appointed/fixed date and time. Understood
agreed Understood
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.
 - 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

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. 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

- 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)