

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 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) 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 2019) 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 **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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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.

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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. 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 051-9262312 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. 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

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|---|--|--|
| <p>8. <u>Part Bid.</u> 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
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>9. <u>Quoting of Rates.</u> 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 PPR Rule-30(2).</p> | <p>Understood
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>10. <u>Return of I/T.</u> 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
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>11. <u>Withdrawal of Offer.</u> 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
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>12. <u>Provision of Documents in case of Contract.</u> 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
agreed</p> <p><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p><input type="checkbox"/></p> |
| <p>13. <u>Treasury Challan.</u></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
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 acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP).

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. 0.500 Million.

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

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 1.00 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 Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.
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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 2019) 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.

19. **Rejection of Stores/Services.** The stores/services offered as a result of contract concluded against this tender may be rejected as follows: Understood agreed Understood not agreed

- a. 1st rejection on Govt. expense
- b. 2nd rejection on supplier expense
- c. 3rd 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.

Understood agreed Understood not agreed

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:

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9267412 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 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

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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:

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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.

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.

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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.

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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.

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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.

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| <p>35. <u>Rights Reserved.</u> 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).</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>36. <u>Application of Official Secrets Act, 1923.</u> 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.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>37. <u>Acknowledgment.</u> 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</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <p>38. <u>Disqualification.</u> Offers are liable to be rejected if:-</p> | | |
| <p>a. Received later than appointed/fixed date and time.
 b. Offers are found conditional or incomplete in any respect.
 c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
 d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.
 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.</p> | <p>Understood
agreed</p> | <p>Understood
not agreed</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | |

- 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)

INVITATION TO TENDER FORM

1. Schedule to Tender No **2190401/R-2112/340369 dated 21 Dec 21**. This tender will be closed for acceptance at **1030 Hours** and will be opened at **1100 Hours** on **19 Jan 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. Same can be requested from DP (N) at Email dpn@paknavy.gov.pk.

Schedule of Stores

S. NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
1.	Ordinary Portland Cement (OPC)	5000 M/Ton		
	<p><u>Specification:</u> ASTM C150/C 150M-21</p> <p>Stores should be freshly manufactured with at least 03 x months shelf life.</p> <p><u>NOTE:</u> Stores required for CDS (N) Islamabad</p>			
	<p><u>Annexes</u> A. Technical specification B. General Requirements/ Instructions.</p> <p><u>Packing</u> As per standard trade packing to with stand journey by Rail/Road and avoid damages/pilferage/breakage in transit and as per instruction of inspection authorities.</p>			

NOTE:

1. Joint inspection to be carried out by rep of CINS, Consignees and CMES(N).
2. Marking on the package must be legible. Packaging of fragile stores to be marked with appropriate international symbols.
3. Firm will comply / confirm all IT clauses mentioned under Note including specification, packing, general terms and conditions on its technical offer and **original technical offer on firm's letter head pad along with DP-1, DP-2 & DP-3 duly signed and stamped on each page are required in duplicate.**

	Above mentioned price includes 17% Sale Tax (Please tick Yes or No)		
	Yes	No	
	Grand Total		

Terms & Conditions

1. **Special Instructions.** N/A
2. **Terms of Payment.** 100% on Delivery of stores against each supply order and issuance of CRV. Part payment part supply is allowed.
3. **Origin of Stores.** Indigenous
(To be indicated in Technical Offer)
4. **Origin of OEM.** Local (To be indicated in Technical Offer)
5. **Technical Scrutiny Report.** Required (Technical scrutiny of quotation will carried out by committee nominated by NHQ).
6. **Delivery Period.** Stores required within **03 Month** from the date of signing of contract against supply order as and when required by CMES(N) as per Para-(1) of Annex-B
7. **Currency.** Pak Rupees
8. **Basis for acceptance.** FOR
9. **Bid Validity.** The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer or. 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 PPR Rule-26.
10. **Inspection.**
 - a. **Inspection Authority :CMES(N)ORMARA.**
 - b. **Inspection: Any Officer deputed by CMES(N) ORMARA as per Para-13(e to l).**

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:-
- REGISTERED/INDEXED/PRE-QUALIFIED FIRMS (FOR CONTRACTS ONLY).**
- (a) 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
- REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.**
- (b) 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
- UN-REGISTERED / NOT PRE-QUALIFIED / UNINDEXED FIRMS.**
- (c) 5% of the quoted value subject to maximum ceiling of Rs. 1.000 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 in duplicate.

h. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to be provided for technical scrutiny.

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.

340368

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ASTM INTERNATIONAL
11400 Rockledge Drive, Philadelphia, PA 19106

ASTM

ANNEX A

© This standard may be used for nonproprietary purposes without restriction.

Replaces ASTM C 595-19

Standard | ASTM | Last Approved Aug 12, 2021

ASTM C 595-19 (Annex A)

Standard Specification for Portland Cement

Abstract

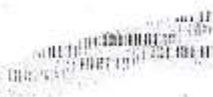
This specification covers eight types of portland cement: type I, type II, type III, type IV, type F, type M, type N, and type S. The cement specified by this specification may only contain the following ingredients: portland cement, clinker, water, calcium sulfate, and other admixtures. The cement must have the following chemical composition: minimum 67% trisulfate, maximum 3% free lime, maximum 0.1% free alkalis, maximum 0.05% free iron, maximum 0.05% free sulfur, maximum 0.05% free chlorine, maximum 0.05% free fluoride, maximum 0.05% free boron, maximum 0.05% free phosphorus, maximum 0.05% free molybdenum, maximum 0.05% free vanadium, maximum 0.05% free zirconium, maximum 0.05% free niobium, maximum 0.05% free tin, maximum 0.05% free antimony, maximum 0.05% free bismuth, maximum 0.05% free lead, maximum 0.05% free arsenic, maximum 0.05% free selenium, maximum 0.05% free tellurium, maximum 0.05% free iodine, maximum 0.05% free bromine, maximum 0.05% free mercury, maximum 0.05% free silver, maximum 0.05% free cadmium, maximum 0.05% free zinc, maximum 0.05% free cobalt, maximum 0.05% free nickel, maximum 0.05% free copper, maximum 0.05% free manganese, maximum 0.05% free barium, maximum 0.05% free strontium, maximum 0.05% free calcium, maximum 0.05% free magnesium, maximum 0.05% free sodium, maximum 0.05% free potassium, maximum 0.05% free lithium, maximum 0.05% free rubidium, maximum 0.05% free cesium, maximum 0.05% free francium, maximum 0.05% free actinium, maximum 0.05% free thorium, maximum 0.05% free uranium, maximum 0.05% free plutonium, maximum 0.05% free americium, maximum 0.05% free curium, maximum 0.05% free berkelium, maximum 0.05% free californium, maximum 0.05% free einsteinium, maximum 0.05% free fermium, maximum 0.05% free mendelevium, maximum 0.05% free nobelium, maximum 0.05% free lawrencium, maximum 0.05% free rutherfordium, maximum 0.05% free dubnium, maximum 0.05% free seaborgium, maximum 0.05% free meitnerium, maximum 0.05% free hassium, maximum 0.05% free tennessine, maximum 0.05% free oganesson.

1. Scope

- 1.1 This specification covers ten types of portland cement, as follows:
 - 1.1.1 Type I—For general use, when the special services specified by any other type are not required.
 - 1.1.2 Type II—An intermediate cement for use where some of the special services are not required.
 - 1.1.3 Type III—For general use, where rapid setting and moderate sulfate resistance is desired.
 - 1.1.4 Type IV—An early strength cement for structures where Type III where air-entrainment is desired.
 - 1.1.5 Type F—For general use, where moderate sulfate resistance and moderate sulfate resistance is desired.
 - 1.1.6 Type M—An expanding cement for use where moderate sulfate resistance is desired.
 - 1.1.7 Type N—For use where high early strength is desired.
 - 1.1.8 Type S—An expanding cement for use where high early strength is desired.
 - 1.1.9 Type F—For use where moderate sulfate resistance is desired.
 - 1.1.10 Type M—For use where high sulfate resistance is desired.

NOTE 1: Some cements are designated with a nominal type classification, such as Type III, indicating that the cement meets the requirements of the indicated type and is being offered as such, but is listed when other types are desired.

NOTE 2: Certain conforming to the requirements for a type are not classified in that type grade. The purpose of classifying the use of cement grades is to provide information on what is the proper type of cement to use for the grade developed. The use of grades and type designations is not intended to imply that the cement is not conforming to the requirements of the indicated type.



[Handwritten signature]

2



provided, for definitions and marking shall not be applicable.

NOTE 3: Values of the material in this specification should be approached with caution since no specific provisions have been included for the weldability. When in a standard is specified, a welding method suitable for the chemical composition and intended use or service shall be used. The standard is intended for use on XPLAM systems. The AWS D1.6 Welding Code describes the procedure for the filler metals and preheat interpass temperatures, as well as performance and procedure qualification requirements.

14. Requirements for this rate or class are presented in Annex A. The requirements in Annex A only apply when specified by the purchaser (EN 4542:2015).

15. The text of this specification, other than notes and footnotes which provide explanatory material, these notes and footnotes including those in tables, shall not be considered as requirements of the specification.

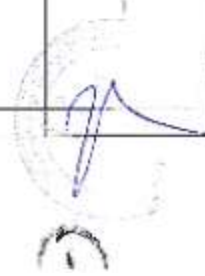
16. This specification is applicable for orders in some industrial units (see Specification EN 4542:2015, units: Specification A3150).

17. The values stated in either the SI units or the units in parentheses are not to be regarded as separate requirements. In the SI units, the SI units are given in boldface. The values stated in each system may not be exact equivalents; therefore, each system shall be used independently of the other. Combining values from the two systems may result in non-conformance with the specification.

18. This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety, health, and environmental practices and determine the applicability of regulatory provisions such as 1910.120.

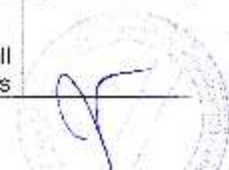
19. The word "shall" is used to indicate a requirement which is not optional, and which is not a recommendation. The word "should" is used to indicate a recommendation which is not mandatory. The word "may" is used to indicate a requirement which is optional. The word "can" is used to indicate a possibility. The word "is" is used to indicate a fact. The word "are" is used to indicate a plural. The word "and" is used to indicate a conjunction. The word "or" is used to indicate an alternative. The word "not" is used to indicate a negation. The word "in" is used to indicate a location. The word "of" is used to indicate a possession. The word "to" is used to indicate a direction. The word "from" is used to indicate an origin. The word "at" is used to indicate a point. The word "on" is used to indicate a surface. The word "off" is used to indicate a distance. The word "in" is used to indicate a location. The word "of" is used to indicate a possession. The word "to" is used to indicate a direction. The word "from" is used to indicate an origin. The word "at" is used to indicate a point. The word "on" is used to indicate a surface. The word "off" is used to indicate a distance. The word "in" is used to indicate a location. The word "of" is used to indicate a possession. The word "to" is used to indicate a direction. The word "from" is used to indicate an origin. The word "at" is used to indicate a point. The word "on" is used to indicate a surface. The word "off" is used to indicate a distance.

S. No.	Description	Firm's Reply
1	<p><u>TERMS & DATE OF DELIVERY</u></p> <p>a. This Contract shall be valid from Date of Signing till 30 June 2022 and can be further extended upon mutual consent.</p> <p>b. Delivered Duty Paid: Seller is responsible for delivering the goods to the named place in the country of buyer, and pays all costs in bringing the goods to the destination including import duties and taxes. The <u>supplier</u> is responsible for unloading.</p> <p>c. Required stores should be recently manufactured/fresh batch and preferably may not be older than one year at the time of delivery</p> <p>d. 100% contracted stores are to be delivered within 01 month of signing of contract as per quality and approved standard at consignee warehouse.</p> <p>e. Part supply and part payment is allowed</p>	
2	<p><u>PAYMENT TERMS</u></p> <p>100% Contract value of the stores shall be paid by CMA DP Rawalpindi to suppliers. The amount shall be claimed direct from CMA DP Rawalpindi on production of the following documents, under a covering letter, a copy of which shall be endorsed to DP (Navy).</p> <ol style="list-style-type: none"> (1) Bill Form (DP-5/in lieu thereof duplicate) duly completed. (2) Supplier's delivery challan duly receipt by the consignee. (3) Proof of registration with sales tax department (copy of registration certificate). (4) Invoice showing description/quantity/value of the goods and correct amount of sales tax leviable thereon. (5) Copy of warranty, DPL-15. (6) Copy of CRV issued by consignee. 	



A handwritten signature in blue ink is written over a circular stamp. The stamp contains some illegible text and a central emblem. Below the signature, there is a small circular mark.

3	<p><u>ADDITIONAL PURCHASE</u></p> <p>Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the stores at the cost by calculating inflation rate/appreciation or depreciation rate announced by Government of Supplier's country. The Supplier may however sell stores at a lower cost.</p>
4	<p><u>COMPENSATION ON BREACH OF CONTRACT</u></p> <p>If the Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting from his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.</p>
5	<p><u>SECRECY:</u></p> <p>a. The Supplier(s) shall undertake that any information about the sale/purchase of the 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 on this account shall be punishable under the Official Secret Act- 1923 in addition to termination of the contract at the risk of Supplier.</p> <p>b. In this regard Non Disclosure Agreement (NDA) as per format at Appendix B is to be signed by the firm at the time of signing of contract.</p>
6	<p><u>ARBITRATION</u></p> <p>All disputes arising in connection with this contract shall be sorted out through mutual discussion. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Rawalpindi/Islamabad shall be the Court of Jurisdiction for any dispute relating to this contract for adjudication.</p>
7	<p><u>DISCREPANCY</u></p> <p>In case of any discrepancy found in the supplies, the consignee shall render a discrepancy report upon receipt of the stores. The quantities</p>



	found short/unserviceable shall be made good by the supplier free of cost within 07 days.	
8.	<p><u>INDEMNITY:</u></p> <p>The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.</p>	
9	<p><u>SUBLETTING:</u></p> <p>The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.</p>	
10	<p><u>WARRANTY/GUARANTEE</u></p> <p>a. Supplier is to guarantee that store is as per specification of the contract.</p> <p>b. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN.</p> <p>c. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards i.e. ASTM.</p> <p>d. The warranty will remain valid for 06 months on clearance of inspection of stores by the consignee</p>	
11	<p><u>PERFORMANCE BANK GAURANTEE</u></p> <p>To ensure timely and correct supply of stores, the firm will furnish an unconditional Performance Bank Guarantee, upon signing of the contract from a scheduled bank of Pakistan for an amount equal to 10% of the total FCA (Final Contract Amount) value of the contract (on a Judicial Stamp Paper) of appropriate value as per prescribed format</p>	
12	<p><u>DOCUMENTATION:</u></p> <p>a. Supplier is to provide following documentation at the time of inspection:</p>	

21

(1) Firm's Warranty/Guarantee on form "DPL-15" for functionality/serviceability of the item(s).

(2) OEM's "Certificate of Conformity" indicating following:

- (a) Pattern/ Part number of equipment.
- (b) Description of equipment and accessories alongwith quantity.
- (c) Date/Period of manufacture.
- (d) Conformance to standards/specifications quoted in IT

(3) OEM Test Certificate.

(4). Test certificate issued by third party lab as per ASTM A615/A615M-21

b. Photocopies of documentation will not be accepted.

13

ADDITIONAL INSTRUCTIONS

ADDITIONAL INSTRUCTIONS

Certificate of Conformance by OEM

a. Firm/ supplier shall provide correct and valid e-mail and Fax No to HQ DW & CE (Navy) and DP(N). Supplier/contracting firm shall provide OEM conformance Certificate to HQ DW & CE (Navy) or it is to be e-mailed to HQ DW & CE (Navy) under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, HQ DW & CE (Navy) shall approach the OEM for verification of conformance certificate issued by the OEM. Companies / firms tendering false OEM conformance certificates will be black listed.

OEM's CoC must have following information:

- (1). Part/Pattern No. Of equipment.
- (2). Date/Period of manufacturing.
- (3). S.No of batch No/Lot No should be embossed engraved or the equipment.
- (4). OEM test certificate/FSTs /Certification/approval

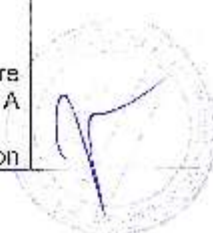
Packing

b. Packing of stores, where applicable should be of international quality standards to be worthy of air, sea, rail and road transportation.

Inspection

c. Prior delivery of contracted stores, the firm/supplier will ensure testing of the same through third party lab as per ASTM A 615/A615M-21, at her own expense.

d. Inspection with regard to quantity, weight and documentation



pertaining to certification will be carried out at firm's premises prior delivery of stores

e. Inspection Authority: CMES (N) ORMARA

h. Inspection Officer: Any Officer deputed by CMES (N) ORMARA

f. The inspection Officer will be informed **03** working days in advance of the time and place where the goods will be ready for inspection.

g. Upon clearance of inspection at firm's premises, the inspection Officer and supplier's rep will sign the joint inspection Performa.

Checking of Stores at Consignee's End

h. All stores will be checked at consignee's end in the presence of supplier's representative . If for the reasons of economy or any other reason, the supplier decided not to nominate his representative for such checking, an advance written notice to thjs effect will be given by the supplier to the consignee prior to or immediately on shipment of stores. In such an event , the supplier will clearly undertake that the decision of consignee with regard to quantities and description of consignment will be taken as final and discrepancy found will be accorcingly made up by supplier. Consignee's report on checking of store will be binding on the supplier in such cases

14 ACCEPTANCE/ INSPECTION CRITERIA

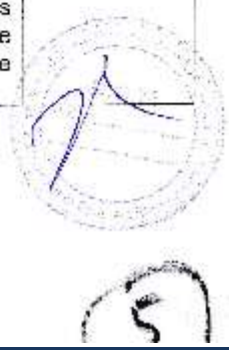
The final acceptance certificate will be signed by CMES (N) ORMARA within 01 week, only after conformity of ASTM standards of all stores.

15 PRICE VARIATION

Prices offered will be firm and final.

16 RISK PURCHASE

In the event of failure on the part of supplier with the contractual obligations, the contract s liable to be cancelled at the risk and expense of the supplier in accordance with DPP &I-35 (Revised-2019). The purchaser shall be entitled to receive back all advance payments made by him and will have the right to purchase the stores of similar or equivalent specification from elsewhere. in such a case the price difference (if any over and above the Net value of the contract) shall be paid by the firm. i.e Risk & Expense amount



17	<p><u>LIQUIDATED DAMAGES</u></p> <p>Liquidated Damages upto 2% but not less than 01% per month or a part of month are liable to be imposed on the suppliers by the purchaser in accordance with DPP&I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value of store delivered late.</p>
18	<p><u>FORCE MAJEURE</u></p> <p>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, Pandemic, Strike, Lockouts. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.</p> <p>b. The supplier shall use his best efforts to avoid or remove such circumstances and continue fulfilment of obligations as soon as such circumstances are removed/over.</p> <p>c. If by reason of Force Majeur full or part of any consignment is not delivered by the due date then the purchaser may adopt following options with the prior approval of competent authority with or without notifying the supplier.</p> <p>(1) The delivery period may be extended appropriately for the Force Majeure duration as established.</p>
19	<p><u>TERMINATION</u></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 manufacturer that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.</p> <p>b. For reminder of the undelivered stores/ goods/ services the purchaser may elect either:</p> <p>(1) To have any part thereof completed and take the delivery thereof at the contract price or.</p> <p>(2) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the supplier that are in the actual process of</p>

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	<p>manufacturer 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>(3) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.</p> <p>c. Should the Supplier fail to deliver stores/ 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.</p> <p>d. In case requirement of stores do not exist/supply order is not raised within DP of contract, contract shall be automatically considered closed on termination of its Delivery period</p>	
20	<p><u>TECHNICAL SCRUTINY</u></p> <p>Technical scrutiny of quotations forwarded by the bidders will be carried out by a committee nominated by NHQ. In case of non-compliance to ASTM standards, offer is subject to technical rejection.</p>	
21	<p><u>COUNTRY OF ORIGIN</u> Pakistan</p>	
22	<p><u>END USER</u> CMES (N) ORMARA</p>	
23	<p><u>DISTRIBUTION OF CONTRACT</u></p> <p>Copies of the contract are to be forwarded to DECW, DCM (NHQ), HQs DW&CE (N), CMES (N) ORMARA & CDS ORMARA</p>	



**INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE
BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACT**

Contract No. _____ DATE _____
 Contract Value (Specify Value in Currency) _____
 Contract Title _____ for Pakistan Navy

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

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

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

M/s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Govt of Pakistan under any law, contract or other instrument, be available at the option of Govt of Pakistan. Notwithstanding any rights and remedies exercised by Govt of Pakistan in this regard, [the Supplier] agrees to indemnify Govt of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Govt of Pakistan in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form, from Govt of Pakistan.

 [The Purchaser]

 [The Supplier]

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APPENDIX B

CONFIDENTIAL

WARRANT FOR THE ARREST OF THE SUBJECT

1. Name & Address of the Person to be Served

2. Name of the Person to be Served

3. Address of the Person to be Served

4. The person named in this warrant is a member of the Communist Party, U.S.A. and is engaged in activities in violation of the Espionage Laws of the United States.

Signature of Witness
Name (in block letters)
CNIC No.
Address

Signature of Person
Name (in block letters)
CNIC No.
Address

5. Name of the Person to be Served

6. Name of the Person to be Served

7. Name of the Person to be Served

CONFIDENTIAL

(A)

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)
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

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)

