INVITATION TO TENDER FORM

1. Schedule to Tender No. <u>2101261/R-2208/340006</u> dated <u>27 Sep 2022</u> This tender will be closed for acceptance at 1030 Hours and will be opened at <u>1100 Hours</u> on <u>26 Oct 2022</u>. Please drop tender in the Tender Box No <u>204</u>.

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.

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE (RS)	TOTAL PRICE (Rs)
1.	Pattern No. 0100-50-000-0094			
	DESCRIPTION:	150		
	Timber Fir Douglas Well Seasoned and Imported SWAN	CU/FT		
	MODEL NO: NIL			
	SIZE:Length:38 FeetWidth: $6^{1/2}$ InchBreadth: $6^{1/2}$ Inch			
	PARENT EQUIPMENT: General Use			
	<u>SPECIFICATION:</u> MIL-L-2594D As per Annex A.			

SCHEDULE OF STORES

NOTE:

1. 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) at E-mail address <u>cins@paknavy.gov.pk</u>, <u>inpsectorate1@paknavy.gov.pk</u>. Hardcopy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates will be black listed.

2. Marking on the package as per specs NS/MISC/002/80 must be legible. Packing of fragile stores to be marked with appropriate international symbol.

3. Firm will submit a affidavit on firm letter head that the original earnest money is attached with commercial offer in separate envelope and copy of the same is attached with technical offer.

5. Firm will comply / confirm all IT clauses 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**.

<mark>Above n</mark>	nentioned price includes	17% Sale 1	Гах
(Please ti	ick Yes or No)		
Yes	No		
Grand To	otal		

Terms & Conditions

1.	Special Instructions.	Attached
2.	Terms of Payment.	100% on Delivery of stores against each supply order and issuance of CRV. Part payment and part supply is allowed.
3.	Origin of Stores.	(To be indicated in Technical Offer)
4.	Origin of OEM.	(To be indicated in Technical Offer)
5.	Technical Scrutiny Report.	Required.
6.	Delivery Period.	06 Month after signing of contract
7.	Currency.	Pak Rupees
8.	Basis for acceptance.	FOR
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. 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. <u>Place of Inspection.</u> Inspection will be carried out by CINS at firm's premises.
- 11. <u>**Tendering procedure</u>** Single stage Two Envelop bidding procedure will be followed as per PPRA Rule 36 (b).</u>
- 12. Earnest Money/ Your tender must be accompanied by a Call Deposit **Bid Security:** Receipt favor (CDR) in of CMA (DP), Rawalpindi in separate envelope and outside attached with technical offer. Moreover, one copy of EM without mentioning amount may be submitted with technical offer for evidence and proof. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

(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 R]s. 0.750 Million.

UN-REGISTERED / NOT PRE-QUALIFIED / UNINDEXED FIRMS.

(c) 5% of the quoted value subject to maximum ceiling of Rs. 1.0 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 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.

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

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

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 not 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.

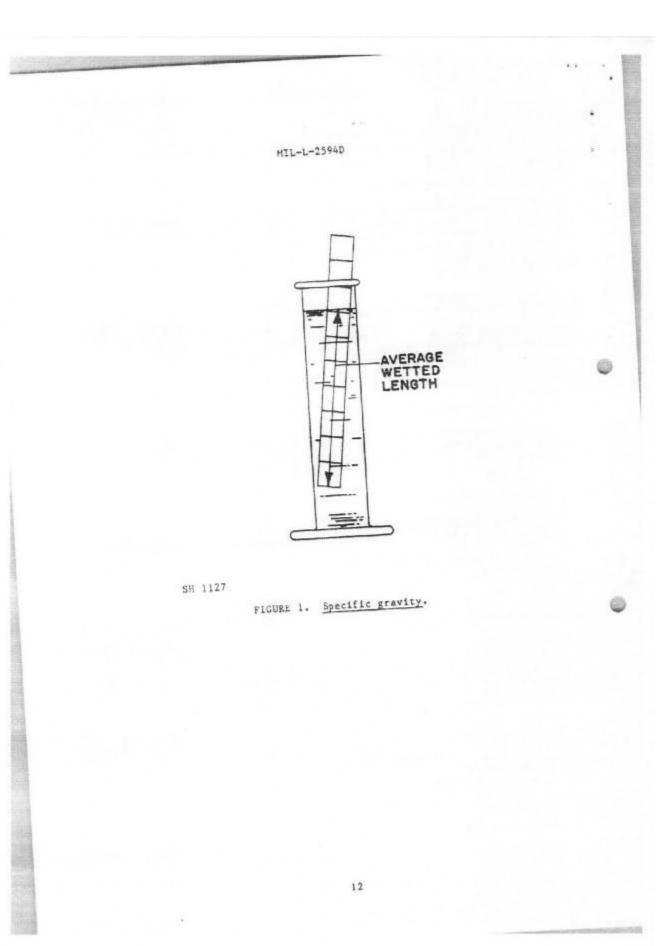
STANDARDIZATI	ON DOCUMENT IMPROV (See Instructions - Reverse Sid	EMENT PROFOSAL
	Dec manual and	ND BOAT CONSTRUCTION,
CUMENT NUMBER 2 DOCUMENTIL-L-2394D	CEDAR, MAHOGAN	AND DOUGLAS FIR
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ROBLEM AREAS		
5 Recommended Wordins		
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c Resear/Retionals for Recommendation	1/ - Opsien#	WORK TELEPHONE NUMBER (Inclusion Code) - Optional E. DATE OF SUBNIBLION (YYMMDD).

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INSTRUCTIONS: In a continuing effort to make our standardization documents better, the DoD provides this form for use in submitting comments and suggestions for improvements. All users of military standardization documents are invited to provide suggestions. This form may be detached, folded along the lines indicated, taped along the loose edge (DO NOT STAPLE), and mailed. In block 6, be as specific as possible about particular problem areas such as wording which required interpretation, was too nigid, restrictive, loose, ambiguous, or was incompatible, and give proposed wording changes which would alleviate the problems. Enter in block 6 any remarks not related to a specific paragraph of the document. If block 7 is filled out, an acknowledgement will be mailed to you within 30 days to let you know that your comments were received and are being

NOTE: This form may not be used to request copies of documents, nor to request waivers, deviations, or clarification of specification requirements on current contracts. Comments submitted on this form do not constitute or imply authorization to waive any portion of the referenced document(s) or to amend contractual requirements.

(Fold signs this line)



6.8.2.5 Swietenia and khaya have a distinctive characteristic in common, namely, the occurrence of dark amber-colored gum in many of the pores. This gum can be seen on planed or split longitudinal surfaces without a magnifying glass, but better with a glass, and it distinguishes Swietenia and khaya from Shorea, in which such gum does not occur.

6.8.2.6 Swietenia and khaya can be distinguished from each other by the presence in the former, and absence in the latter, of fine, continuous, lightcolored, more or less parallel lines 1/32 to 1/2 inch apart on smoothly cut endgrain and quarter-sawed surfaces, and slightly to considerably farther apart on plain-saved surfaces. Swietenia frequently contains a white deposit in the

6.8.2.7 In Shorea species, the pores are partly filled with iridescent, froth-like growths known as "tyloses". On smoothly cut end surfaces, Shorea species show more or less broken parallel lines 1/8 inch to several inches apart, which are readily visible to the naked eye and appear under a lens as rows of

minute openings, smaller than the pores, filled with a white substance.

6.9 Supersession. This specification provides material for the same end uses formerly covered by MIL-L-2549, class PD and by MIL-L-2594, grades A and B.

6.10 Subject term (key word) listing.

African genus khaya Alaska yellow Khaya Port Orford Shorea Wood

6.11 Changes from previous issue. Asterisks are not used in this revision to identify changes with respect to the previous issue due to the extensiveness

Custodians: Army - ME Navy - SH Air Force - 99

Preparing activity: Navy - SH (Project 5510-0181)

Review activity: DLA - CS

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6.6 Ordering time. Boat and shipping lumber which does not conform to standard commercial grading rules is manufactured to order, so additional time may be required for acquisition.

6.7 Moisture content. Lumber over 4 inches in thickness is not normally dried and should be specified as "any stage of seasoning." If thicker material is ordered dried, greatly increased costs and leadtime should be anticipated.

5.8 Identification of species.

b.8.1 Type 1 - cedar. Port Orford cedar has sapwood nearly white to pale yellowish white which is not clearly distinguishable from the heartwood, and is readily discerned by the characteristic pungent, ginger-like odor of the freshly cut surfaces. Alaska yellow cedar has a characteristic odor resembling ray potatoes. Sapwood is nearly white to yellowish white, heartwood is bright clear yellow, darkening upon exposure. Growth rings are normally very closely spaced.

6.8.2 Type 11 - mahogany.

6.8.2.1 The woods commonly sold in the United States as mahogany, with or without a qualifying term indicating their origin, may be classed in three conmercial groups:

- (a) Woods from tropical America consisting of several species of the botanical genus Swietenia and commercially known simply
 - (b) A number of species of the African genus Khaya, termed "Khaya" and frequently called "African mahogany" in the trade.
 - (c) Various Philippine hardwoods called "Dark Red Philippine
 - mahogany" in the trade, which belong to the botanical genus Shorea, principally tanguile and red lauan (S. negrosensis and S. polysperma).

6.8.2.2 The color of all these woods comprises various shades of reddish brown. Tangile, however, which constitutes the bulk of "Phililippine mahogany, and some species of khaya, often have a purplish tinge. In "American mahogany" and to a lesser extent in khaya, the color darkens with prolonged exposure to light, whereas unstained tangile becomes lighter colored. To observe the original color, therefore, fresh surfaces should be exposed.

6.8.2.3 All the woods in these three groups usually have interlocked grain and are lustrous, which gives quarter-saved lumber and radially-cut veneer a pronounced ribbon figure; that is, alternating dark and light stripes an inch, more or less, in width. In all of them, the pores can be seen without a magnifying glass as minute holes on smoothly cut end surfaces and as grooves of varying lengths on planed longitudinal surfaces. The pores are fairly uniform in size and fairly evenly distributed on all surfaces.

6.8.2.4 Wood of a light grey or pale brown color is probably not of the

species permitted.

6.2.2 Data requirements. When this specification is used in an acquisition and data are required to be delivered, the data requirements identified below shall be developed as specified by an approved Data Item Description (DD Form 1664) and delivered in accordance with the approved Contract Data Requirements List (CDRL), incorporated into the contract. When the provisions of DoD FAR Supplement, Part 27, Sub-Part 27.475-1 (DD Form 1423) are invoked and the DD Form 1423 is not used, the data specified below shall be delivered by the contractor in accordance with the contract or purchase order requirments. Deliverable data required by this specification are cited in the following

MIL-L-2594D

Paragraph no.

Data requirement title

Applicable DID no. Option 3.1 Certificate of compliance DI-E-2121

(Data item descriptions related to this specification, and identified in

section 6 will be approved and listed as such in DoD 5010.12-L., AMSDL. Copies of data item descriptions required by the contractors in connection with specific acquisition functions should be obtained from the Naval Publications and Forms Center or as directed by the contracting officer.)

6.2.2.1 The data requirements of 6.2.2 and any task in sections 3, 4, or 5 of this specification required to be performed to meet a data requirement may be waived by the contracting/acquisition activity upon certification by the offeror that identical data were submitted by the offeror and accepted by the Government under a previous contract for identical item acquired to this specification. This does not apply to specific data which may be required for each contract regardless of whether an identical item has been supplied previously (for example,

6.3 This specification defines the extent of defects and characteristics permitted in the poorest pieces of lumber acceptable in each grade.

6.4 Grain direction. The most economical way to order lumber is to specify flat or mixed grain. Vertical (edge) grain lumber is more expensive and difficult to obtain and should be used only where this type of grain pattern is specifically desired, or where better wear resistance or lower shrinkage and swelling across the board width is required, such as decking.

6.5 Decking. For decking use where the wood surface is exposed, defects on the wearing surface are undesirable. The material may be ordered with the

- (a) Material should be grade A or B on the reverse side. (b) The face side and upper half of edges should contain no defects, except for knots less than 1/4 inch in diameter, spaced not closer than 4 feet.
- (c) Torn grain and skips in accordance with grade A or B
- (d) Vertical or edge grain may be specified and, in the case of Douglas fir, it always should be required.

5. PACKAGING

(The packaging requirements specified herein apply only for direct Government acquisition.)

5.1 Packing. The lumber shall be prepared and loaded for shipment in accordance with the level and method specified (see 6.2.1) in MIL-L-14362. Rough lumber shall be protected from precipitation and direct sunlight. Surfaced lumber and dried lumber shall be shipped protected from precipitation and direct sunlight, and shall be stored under cover at all times.

5.2 Marking. In addition to any special marking (see 6.2.1), shipments shall be marked in accordance with MIL-STD-129 for carload shipments. Tally cards shall be conspicuously posted at access entrance ways within the carrier. The tally cards shall be protected against deterioration and loss.

6.1 Intended use. Lumber conforming to this specification is intended for use in construction and repair of naval wood craft. The material is of a quality suitable for direct use, in full size, without further selection or cutting to obtain high grade pieces. Although cedar, mahogany, and Douglas fir are all used in ship and boat work, they are not necessarily interchangeable. Where drawings and specifications call for a particular type, that type should be used. In some cases, a particular species of cedar or mahogany may be required. It can be ordered specifically (see 6.2.1), conforming to the requirements specified herein for that type.

6.1.1 Grade A. Grade A material is intended for use primarily as hull planking, decking, and ceiling, especially where forming to sharp curvature is involved.

6.1.2 Grade B. Grade B material is intended for use as hull planking and ceiling where strength and curvature requirements are less severe and for structural members such as stringers and beams. The high quality and cost of these materials makes it inadvisable to use them for non-structural joinery and cabinetwork. For these uses, standard commercial finish and industrial grades of lumber are satisfactory and less expensive.

6.2.1 Acquisition requirements. Acquisition documents should specify the (a) Title, number, and date of this specification. following:

- (b) Type, grade, and specific species (if necessary) (see 1.2, 3.1.1, 3.1.2 and 6.1). (c) Dimensions and tolerances (see 3.2, 3.2.1, and 3.2.2).
- (d) More stringent defect requirements, if required
- (see 3.5 and table 1).
- (e) Grain direction (see table 1). (f) Level and method of packing required (see 5.1).
- (g) Special marking required (see 5.2).
- (h) Moisture content if other than specified (see table I and 6.7).

4.5 Test methods.

4.5.1 Moisture content. Moisture content shall be determined by one of the methods described in ASTM D 2016. Electric meters shall be used only if provided

4.5.2 Specific gravity. Specific gravity shall be determined by method 1 described in 4.5.2.1 or method 2 specified in 4.5.2.2.

4.5.2.1 Method 1. Specific gravity is the ratio of the volume below the waterline (see figure 1) to that of the whole piece. This method consists of

- (a)
 - From the lumber to be tested, cut a piece about 1 by 1 by 12 inches, with the 12-inch dimension along the grain.
- (b) Dry the piece at 212 to 221 degrees Fahrenheit (°F) for 48 hours or until it reaches constant weight.
- (c) Quickly dress the piece so that the cross section is rectangular and uniform throughout the length, and trim it to exactly 10 inches in length.
- (d) Mark off the length in inches starting at the end that is
- (e) Place the piece carefully in a tall glass container of water so that the piece floats in an upright position.
 - Note the waterline to which it sinks, and quickly remove the piece and mark the waterline (see figure 1).
- (f) The average position of the waterline should correspond to the point halfway between the two edges of the piece. The position of the waterline indicates the specific gravity of the piece on the basis of oven dry weight and volume. (For example, if the waterline is halfway between the 4 and 5 inch marks, the specific gravity is 0.45.)

The test shall be performed quickly up to the time when the waterline is marked, because the oven dry piece will absorb moisture while it is being dressed, cut, and marked, particularly after it is placed in the water. When determining the acceptability of suspected material, the required immersion depth may be marked

4.5.2.2 Method 2. The specific gravity is determined in accordance with one of the methods specified in ASTM D 2395, using oven dry weight and volume.

4.6 Inspection of packaging. Samples packages and packs, and the inspection of the preservation-packaging, packing and marking for shipment and storage shall be in accordance with the requirements of section 5 and the documents specified therein.

4.1.1 Responsibility for compliance. All items must meet all requirements of sections 3 and 5. The inspection set forth in this specification shall become a part of the contractor's overall inspection system or quality program. The absence of any inspection requirements in the specification shall not relieve the contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.

4.2 Inspection lot. All lumber of one type and class which is offered for delivery at one time shall be considered a lot for purposes of inspection.

4.2.1 Quantity. The quantity of lumber in the lot shall be determined by

tally, in accordance with commercial practice.

4.3 Sampling for dimensions and moisture content. Sample pieces of lumber shall be selected at random from each lot in accordance with MIL-STD-105 at inspection level II and acceptable quality level (AQL) 4.0 percent defective for the examination and tests specified in 4.4.2 and 4.5.1.

4.4 Lot acceptance examination and tests.

4.4.1 Visual examination. Each piece of lumber in the lot shall be visually examined to determine compliance with the requirements of this specification for species, defects, and absence of insect infestation and decay. Lightness (see 3.5) shall be determined during the visual examination and questionable pieces shall be tested in accordance with 4.5.2, if necessary. Nonconforming pieces shall be rejected.

4.4.1.1 Species. Samples of lumber of doubtful species shall be forwarded to a laboratory designated by the contracting activity for positive identification (see 6.8).

4.4.1.2 Slope of grain. Slope of grain shall be measured on each face and edge independently over a distance sufficient to determine the general Slight local variations around permissible defects shall be disregarded. slope.

4.4.1.3 Measurement of knots or holes. The diameter of knots or holes shall be determined in accordance with the methods 201s and 201b of the WCLIB Grading Rules.

4.4.2 Dimensions and moisture content. Each sample piece selected in accordance with 4.3 shall be examined for conformance to the requirements of this specification for dimensions and tested for moisture content (see 4.5.1). Sample pieces which do not meet the requirements shall be rejected. If the number of reject pieces found in any sample exceeds the limits for the AQL specified in 4.3 for that sample, the lot represented by the sample shall be rejected. Rejected lots may be resubmitted for examination and tests after all nonconforming pieces have been removed from the lot.

Defect	Grade A	2. concluded									
C-11	Grade A	Grade b									
Splits	2 inches long or less, and 5 percent of p	d "short" in									
Wane (maximum)	1/12 of width of face and	1/2 Philain									
Torn grain, skips	"very light" (1/64 inch depth or less)										
Cup											
Pinworz holes	"very										
- invora noles	4 per 4 ft ² , none thre s 1-inch di	ough, not more than 2 in Ameter circle									
Cutouts		Liet circle									
Sut	None pe	rmitted									
AUC .	Free of heart Unless otherwise specif flat, or mixed gr	1 - 4 1									

TABLE I. Maximum allowable defects. 1/ - Co

1/ Defect descriptions such as "very small", "very light", and so forth, are as defined in the WCLIB Standard Grading Rules. 2/ Moisture content is for lumber 4 inches or less in thickness.

3.5.1 The defects permitted in table I shall be so scattered in any one piece that no combination of them at any one point is more weakening than a single maximum permissible defect. Except for splits, no open defects shall extend through the piece.

3.5.2 Insect attack. The presence of frass or other indications of active insect attack shall be cause for rejection.

3.5.3 Lightness. Lightweight, brash lumber shall not be accepted (see 3.4).

4. QUALITY ASSURANCE PROVISIONS

4.1 Responsibility for inspection. Unless otherwise specified in the contract or purchase order, the contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure supplies and services conform to

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3.4 <u>Specific gravity</u>. The purpose of this requirement is to eliminate exceptionally lightweight pieces. This shall normally be determined by the usual practice of comparing the weight of several pieces of like size. Pieces with a specific gravity of less than 0.40 (25 pounds per cubic foot (lb/ft³)) for cedar or less than 0.45 (28 lb/ft³) for mahogany or Douglas fir, based on oven-dry weight and oven-dry volume, shall not be accepted. In controversial cases the specific gravity shall be determined in accordance with 4.5.2.

1.5 Lumber characteristics and defects. Except as specified in table 1, lumber shall be free of the following defects: decay, sapwood, knots, holes, thecks, cross breaks, gum spots and streaks, excessive slope of grain, abnormal lightness, insect attack, excessive moisture, pith, splits, shakes, stain, wane, warp, chipped grain, loosened grain, raised grain, torn grain, skips, bark or pitch pockets, worm holes, pitch streaks, swirl figures, rough edges, and variations in sawing.

		Grade B						
Defect	Grade A	4 "small" per 4 ft2						
hecks (seasoning)	2 "small" per 4 fr ² of face side 4 "small" per 4 ft ² of reverse side	of face side 4 "small" per 4 ft ² of reverse side						
Knots (nnly sound and watertight allowed)	<pre>1/2 inch diameter or 1/2 inch sup of diameters per 8 ft² of face side 1/2 inch diameter or 1 inch sum of diameters per 8 ft² of reverse side.</pre>	<pre>1/2 inch diameter of 1/2 inch sum of diameters per 4 ft² of face side 3/4 inch diameter or 1 inch sum of diameters per 4 ft² of reverse side</pre>						
	1 in 15	1 in 12						
Slope of grain (maximum slope)		2 "very small" per 4 fr ² of						
Pitch, gum, or bark pockets	<pre>1 "very small" per 4 ft² of face side 1 "small" or equivalent per 4 ft² on reverse side</pre>	face side 2 "small" or equivalent per 4 ft ² of reverse side						
	1 1/2 1	hickness of edge on which it at any point						
Bright sapwood	appearer							
		percent 2/						
Moisture content		and lill						
Growth rate	Not less than 6 annual ring Not less than 4 annual	ngs per inch, type I and 111 1 rings per inch, type II						

TABLE 1. Maximum allowable defects.1/

See footnotes at end of table.

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2.3 Order of precedence. In the event of a conflict between the text of this specification and the references cited herein (except for associated detail specifications, specification sheets or MS standards), the text of this specification shall take precedence. Nothing in this specification, however, shall supersede applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

3.1 <u>Material</u>. When specified in the contract or order, a certificate of compliance shall be prepared (see 6.2.2).

3.1.1 Type 1. Cedar lumber shall be Port Orford cedar (Chamaecyparis lawsoniana) or Alaska yellow cedar (Chamaecyparis nootkatensis), as specified (see 6.2.1 and 6.8). Port Orford cedar is grown in southwest Oregon to northwest California. Alaska yellow cedar is grown in the Pacific coast region from southeast Alaska, British Columbia, Washington, Oregon, and northwest California.

3.1.2 Type II. Mahogany lumber shall be African, Philippine, or true (american) mahogany. American mahogany shall be of the species Swietenia America, and South America, as specified (see 6.2.1). African mahogany shall be of the species Khaya ivorensis or Khaya senegalensis grown in West Africa. (tanguile), Shorea negrosensis, (red lauan), and Shorea aqsaboensis (tianong) grown in the Philippine Islands (see 6.8).

3.1.3 <u>Type III</u>. Douglas fir lumber shall be of the species Pseudotsuga menziesii of the type grown in the coast region of California, Oregon, Washington in the United States and in British Columbia and Alberta in Canada (see 6.8).

3.2 <u>Dimensions</u>. Lumber shall be manufactured to the dimensions specified (see 6.2.1). The lumber shall have parallel edges and faces, cross sections

3.2.1 Rough sawn lumber. Unless otherwise specified (see 6.2.1), rough and full sawn lumber shall conform to the dimension tolerances specified in the WCLIB grading rules.

3.2.2 <u>Surfaced lumber</u>. Unless otherwise specified (see 6.2.1), surfaced lumber shall conform to dimension tolerance requirements for finish lumber in WCLIB grading rules.

3.3 End coatings. The ends of each piece of lumber shall be painted with two coats of aluminum or mica paint, the first coat to be applied within 24 hours after sawing. Aluminum paint shall consist of 2 pounds of aluminum powder paste conforming to type II, class B of TT-P-320 and 1 gallon of phenolic varnish conforming to TT-V-119. Mica paint shall consist of 2 pounds of mica conforming to ASTM D 607 and 1 gallon of phenolic varnish conforming to TT-V-119. A drying interval of 24 hours shall elapse before applying a second coat. An alternate end coating may be any commercial end coating satisfactory to the contracting H1L-L-2594D

SPECIFICATIONS

- Pigment, Aluminum: Powder and Paste for Paint. FEDERAL - Varnish, Spar, Phenolic-Resin. TT-P-320 TT-V-119

MIL-L-14362 - Lumber: Unitizing and Loading of. MILITARY

STANDARDS

MIL-SID-105 - Sampling Procedures and Tables for Inspection MILITARY by Attributes. MIL-SID-129 - Marking for Shipment and Storage.

(Copies of specifications and standards required by contractors in conneccoopies of specifications and standards required by contractors in connec-tion with specific acquisition functions should be obtained from the contracting

activity or as directed by the contracting activity.) 2.2 Other publications. The following documents form a part of this speci-

fication to the extent specified herein. Unless otherwise specified, the issues fication to the extent specified herein. Unless otherwise specified, the issues of the documents which are DoD adopted shall be those listed in the issue of the DoDISS specified in the solicitation. Unless otherwise specified, the issues of documents not listed in the DoDISS shall be the issue of the nongovernment documents which is current on the date of the solicitation.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D 607 - Standard Specification for Wet Ground Mica Pigments.

D 2016 - Standard Test Methods for Moisture Content of Wood.

D 2395 - Standard Test Methods for Specific Gravity of Wood and Wood-Base Materials.

(Application for copies should be addressed to the American Society for

Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.)

WEST COAST LUMBER INSPECTION BUREAU (WCLIB) West Coast Lumber-Standard Grading Rules for Douglas Fir, Western Hemlock, Western Red Cedar, White Fir and Sitks Spruce.

(Application for copies should be addressed to West Coast Lumber Inspection Bureau, 6890 S.W. Varns Street, P.O. Box 23145, Portland, OR 97223.)

2

(Nongovernment standards and other publications are normally available (nongovernment standards and other publications are normally available from the organizations which prepare or which distribute the documents. These documents also may be available in or through libraries or other informational services.)

Annex A

MIL-L-2594D 14 March 1988 SUPERSEDING MIL-L-2594C(SHIPS) 28 June 1956 (See 6.9 and 5.11)

MILITARY SPECIFICATION

LUMBER, SHIP AND BOAT CONSTRUCTION, CEDAR, MAHOGANY, AND DOUGLAS FIR

This specification is approved for use by all Departments and Agencies of the Department of Defense.

1. SCOPE

1.1 <u>Scope</u>. This specification covers high quality lumber of Port Orford Cedar, Alaska yellow cedar, Douglas fir, and the species commercially known as mahogany, suitable for ship and boat construction.

1.2 <u>Classification</u>. Lumber shall be of the following types and classes, as specified (see 6.2.1):

Type I - Cedar Type II - Mahogany Type III - Douglas fir

Crade A - Bending quality, best appearance Crade B - High strength, good appearance

2. APPLICABLE DOCUMENTS

2.1 Government documents.

2.1.1 <u>Specifications and standards</u>. The following specifications and standards form a part of this specification to the extent specified herein. Unless otherwise specified, the issues of these documents shall be those listed in the issue of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto, cited in the solicitation.

Beneficial comments (recommendations, additions, deletions) and any pertinent data which may be of use in improving this document should be addressed to: Commander, Naval Sea Systems Command, SEA 5523, Department of the Navy, Washington, DC 20362-5101 by using the self-addressed Standardization Document Improvement Proposal (DD Form 1426) appearing at the end of this document or by letter.

AMSC N/A FSC 5510 DISTRIBUTION STATEMENT A Approved for public release; distribution unlimited

Directorate of Procurement (Navy) <u>Through Bahria Gate</u> <u>Near SNID Center, Naval Residential Complex, E-8, Islamabad</u> <u>Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section</u>

Tender N	lo & Date			
Tender D	Description			
IT Openi	-			
Firm Nar	•			
Postal A				
	dress for Correspondence			
	Person Name			_
Contact I		Mohila)
	nts to be Attached with Quotation		·	_)
		aball (ontoin 02 v Soo	lad
	submit its proposal in a sealed envelope which	Shall		leu
Envelops	as per details given below:			
Sealed	Envelop 1 – Technical Offer in Duplicate			
	velope must contain 02 x sets of Technical Offer	(01 x	Original + 01 x (Copy) Each
	st contain following documents as per this order	•	•	
	st each to ensure that these documents have be		• •	(tok
S No	Document		Original Set	Conv Sot
1.	Bank Challan		Original Set	Copy Set
2.	Principal Authorization Letter (where applicable	e)		
3.	Principal Invoice (Muted – without Price) (where	,		
0.	applicable)	0		
4.	DP -1 Form of IT (with compliance remarks)			
5.	DP – 2 Form of IT with compliance remarks aga	ainst		
	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 v	vith		
	DGDP)			
11.	Tax Filling Proof			
Sealed	<u>Envelop 2 – Earnest Money</u>			
	This Envelop must contain Earnest Money only			
Sealed	Envelop 3 – Commercial Offer			
	This Envelop must contain following documents			
1.	Firm's Commercial Offer		Original	
2.	Principal Invoice (where applicable)		Original	
3.	Dully filled DP-2 Form of IT	01 x	Original	

Firm's Declaration

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

Firm's Authorized Signatures _____

Directorate of Procurement (Navy) <u>Through Bahria Gate</u> <u>Near SNID Center, Naval Residential Complex, E-8, Islamabad</u> <u>Contact: Reception 051-9262311, Bahria Gate</u> <u>Email: dpn@paknavy.gov.pk</u>

TENDER SUMMARY

Tender No & Date:	
Tender Description:	
Technical Opening Date:	
Commercial Opening Date:	

Technical Opening Details

S No	Name of the Supplier	OEM	Quoted Model

. .

Tender No	Name of the Firm
	DGDP Registration No
	Mailing Address
	Date
	Telephone No
	Official E-Mail
	Fax No
	Mobile No of contact person
То:	
Directorate of Procurement (Navy) through Bahria Gate Near SNIDS	

Dear Sir

Centre, CDA Market

Sector E-8, Islamabad Tele : 051-9262310

at Naval Residential Complex

Email: dpn@paknavy.gov.pk

1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 days and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time.

2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in Form No. DDP&I (Revised-2019) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

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

a.						 	•	•			 	•	•						•						 	
b.																										
C.																										

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

DIRECTORATE PROCUREMENT (NAVY)

Tender No..... Directorate of Procurement (Navy) through Bahria Gate Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8. Islamabad Tele : 051-9262310 Email: dpn@paknavy.gov.pk

M/s

Date ____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. Caution: This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) 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 Understood 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.

agreed

Understood not agreed

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

Commercial Offer. The offer will be in **single** and indicate prices a. agreed 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.

Technical Offer: (Where Applicable). Should contain all relevant Understood b. agreed 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:

S.No	Technical requirement per IT	as	Firm's endorsement (Comply/ Partially Comply/ Non Comply	i.e. Refer to page or	availability of enclosed proof

(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)

Special Instructions. Tender documents and its conditions may Understood C. agreed 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.

Firms shall submit their offers in two separate envelopes (i.e. one Understood d. copy of commercial offer and two copies of the technical offer as asked agreed in the IT) and envelops clearly marked "Technical proposal", "Commercial

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proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

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

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

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

5. Date and Time For Receipt of Tender. Tender must reach this office by Understood agreed 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.

Tender Opening. Tenders will be opened as mentioned in the schedule to Understood 6. 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.

7. Validity of Offer.

The validity period of quotations must be indicated and should Understood a. agreed 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.

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The quoting firm will certify that in case of an additional b. Understood 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.

Part Bid. Firm may quote for the whole or any portion, or to state in 8. 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.

Quoting of Rates. Only one rate will be quoted for entire quantity, item Understood 9. wise. In case quoted rates are deliberately kept hidden or lumped together to agreed 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).

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

In case you are Not quoting, please return the tender inquiry stating a. Understood agreed 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.

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

C. It is a standard practice to invite all firm(s) including those un- Understood registered with DGDP who gave their preliminary budgetary/ technical agreed 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.

11. Withdrawal of Offer. Firms shall not withdraw their commercial Understood 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.

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

Proof of firm's financial capability. a.

Foreign Seller has to provide its Registration Number issued by b. respective Department of Commerce authorizing export of subject stores.

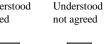
- Principal/Agency Agreement. C.
- d. Registration with DGDP (Provisional Registration is mandatory)



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13. Treasury Challan.

a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Attached 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. <u>Earnest Money/Tender Bond:-</u> Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

a. <u>**Rates for Contract</u>**. The rate of earnest money and its maximum ceiling for different categories of firms would be as under:-</u>

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS

(a)	2%	of	the	quot	ed	value	subjec	t to
maxir	num	ceil	ling	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. 1.5 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. <u>Documents for provisional registration:</u> 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-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	Three photocopy of Resident Card

Not Attached



Not Attached

Attached

	each member of management.	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.	
е.	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. <u>Inspection Authority</u>. CINS, Joint Inspection will be carried out by Understood agreed Understood INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS agreed inspection shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms of the contract.

17. <u>Condition of Stores.</u> Brand new stores will be accepted on Firm's ^{Understood} agreed ^{Understood} not agreed ^{Understood}

18. <u>Documents Required</u>. Following documents are required to be Understood Understood agreed 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:

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

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

- **General Sales Tax** (1)
- (2) Income Tax
- (3) Custom Duty. PCT code along with photocopy of the

related page is to be attached where applicable.

Any other tax/duty. (4)

- Fixed overhead charges like labour, electricity etc. (iii)
- Agent commission/profit, if any. (iv)

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

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

- 1st rejection on Govt. expense a.
- 2nd rejection on supplier expense b.
- 3^{rd} rejection contract cancellation will be initiated. C.

20. Security Deposit/Bank Guarantee . To ensure timely and correct Und agr 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 email address given on page 1. Format of BG is enclosed at Annex B.

21. There shall be "zero tolerance" against bribes, gifts, Integrity Pact. 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:

Integrity Pact shall be applicable to all tenders / contracts a. 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

If a Supplier / Contractor is found involved in any unbusiness-like / b. Understood agreed unethical activity, same would be considered a serious breach of the

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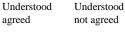
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Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, **PERMANENT BLACKLISTING** of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan's Code of Criminal Procedure.

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

22. **Correspondence.** All correspondence will be addressed to the Understood 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. <u>**Pre-shipment Inspection**</u>.PN may send a team of officers including DP(N) member for the inspection of major equipment 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.

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

25. <u>Discrepancy</u>. The consignee will render a discrepancy report to all Understood 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.

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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Except for calculation or typographical errors, the rates of the C. 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 Understood supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the 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.

The Purchaser shall be entitled to conduct investigation into the C. 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.

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

Arbitration. Parties shall make their attempt to settle all disputes arising Understood 28. 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 biding arbitration as provided below:

The dispute will be referred for adjudication to two arbitrators one to a. 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.

The arbitration award shall be firm and final. C.

agreed

Understood not agreed

agreed

Understood

not agreed

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

All proceedings under this clause shall be conducted in English e. 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 Understood 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.

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.

33. Gratuities/Commission/Gifts. No commission, rebate, bonus, fee or Understood 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.

34. Termination of Contract.

If at any time during the currency of the contract the Purchaser Understood a. 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 delivery the contract price accept at 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.

agreed



Understood

not agreed

Understood agreed

Understood not agreed



Understood not agreed agreed

agreed

Understood not agreed

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

To have any part thereof completed and take the delivery (i) 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.

Should the Supplier fail to deliver goods/services in time as per C. 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. <u>**Rights Reserved.**</u> Directorate of Procurement (Navy), Rawalpindi Understood agreed 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).

Application of Official Secrets Act, 1923. All the matters connected Understood 36. agreed 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.

Acknowledgment. Firms will send acknowledgement slips within 07 days Understood 37. agreed from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk

38. Disgualification. Offers are liable to be rejected if:-

> Received later than appointed/fixed date and time. a.

b. Offers are found conditional or incomplete in any respect.

There is any deviation from the General /Special/Technical C. Instructions contained in this tender.

Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are d. NOT received with the offers.

Taxes and duties, freight/transportation and insurance charges d. NOT indicated separately as per required price breakdown mentioned at Para 17.

Treasury challan is NOT attached with the offer. e.

Multiple rates are quoted against one item. f.

Understood

Understood not agreed



Understood not agreed

Understood

not agreed



Understood agreed







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

Subject to restriction of export license. j.

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

If the validity of the agency agreement is expired. Ι.

m. The commercial offer against FOB/CIF/C&F tender is guoted in local currency and vice versa.

Principals invoice in duplicate clearly indicating whether prices n. quoted are inclusive or exclusive of the agent commission is not enclosed.

Earnest money is not provided. p.

40.

39 above shall not be entertained.

Earnest Money is not provided with the technical offer (or as q. specified).

r. If validity of offer is not quoted as required in IT or made subject to confirmation later.

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

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

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

Original Principal Invoice is not attached with offer. ٧.

39. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the Understood decision of DP (N) or CINS or any other problematic area towards the execution agreed 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:

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
С.	Appeals for risk & expense amount	Within 30 days of decision
d.	Appeals for rejection of stores	Within 30 days of decision
е.	Appeals in all other Cases	Within 30 days of decision

Limitation. Any appeal received after the lapse of timelines given in para agreed

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Understood not agreed

41. For Firms not Registered with DGDP. Firms not registered with DGDP Understood agreed 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 not agreed

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42. Firms which are not registered with DGDP should initiate provisional Understood agreed 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

Understood not agreed

NTN a.

for ground check by FS Team:

- b. Income Tax Return
- C. Sales Tax Return
- Sales Tax Certificate d.
- Chamber of Commerce Industry Certificate e.
- Professional Tax Certificate (Excise & Taxation) f.
- Office/Home/Ware House Property documents g.
- Utility Bills (Phone/Electricity) h.
- Firm Vehicle/Personal Vehicle 1.
- CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO k.
- **DGDP** Registration letter Ι.
- Firm Bank Statement m.
- Non Black List Certificate n.
- 2 X Witness + CNIC and Mobile Numbers p.
- Police Verification q.
- Agency Agreement r.
- **OEM** Certificate s.
- **ISO** Certificate t.
- Stock List with value u.
- **Company Profile/Broachers** v.
- **Employees List** w.
- **Firm Categories** Х.
- Sole Proprietor Certificate ٧.
- Partnership Deed z.
- Pvt Limited aa.
- Memorandum of Articles ab.
- Form 29 and Form A ac.
- ad. Incorporation Certificate

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

Understood 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:



N	۸	N	•	
IN	А	IV	•	_

ANNEX 'A'

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 <u>**01 Year**</u> after the acceptance of stores by the end user

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

SIGNATURE	
DATE	
PLACE	

ANNEX 'B'

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 word	s)
(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.

with Messer's

_____ dated

(Full Name and Address)

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

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.

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY IMPORTANT

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

Name :
Father's Name :
Address (Residential) :
Designation in Firm :
CNIC :(Attach Copy of CNIC)
NTN :(Attach Copy of NTN)
Firm's Address :
Date of Establishment of Firm :

- 9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies. (Attach Copy of relevant CERTIFICATE)
- 10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner).

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

CHECK OFF LIST	
Tender Control No: <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	