

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2414043/R-2501/340281** dated **13 Jan 25**. This tender will be closed for acceptance at 1030 Hours and will be opened at **1100 Hours** on **12 Feb 25**. Please drop tender in the Tender Box No **204**.
2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped.

SCHEDULE OF STORES

| S NO | <u>DETAIL OF STORES</u> | QTY/ UNIT | UNIT PRICE (RS) | 18% GST | TOTAL PRICE (Rs) |
|------|---|--|-----------------------|------------|------------------------|
| 1. | <p><u>PATTRN NO. 6830-PK-507-5658</u> <u>P/NO: R134A/ DUPONT SUVA 134A</u></p> <p><u>DESCRIPTION OF STORE:</u> REFRIGERANT GAS ACU R-134A</p> <p><u>PARENT EQUIPMENT:</u> ACU, ARGOS-73 RADAR</p> <p><u>PACKING:</u> 13.6 KG NET DISPOSABLE CYLINDER IN OEM SEALED CYLINDER WITH PURITY LEVEL 99.9% MIN</p> <p>OEM: CHEMOURS (EX DUPONT)</p> <p><u>SPECIFICATION</u> AHRI Standard 700 of 2019.</p> <p>Technical Data Sheet attached as Annex-A. Special Instructions attached as Annex-B.</p> | 16,320 KG (1,200 Cylind ers) | | | |

NOTE:

1. Following documents to be provided at the time of inspection:
 - a. OEM certificate of conformity indicating following to be provided at the time of inspection.
 - (1) Purity percentage
 - (2) Moisture content
 - (3) Gas content
 - (4) Technical data sheet

2. Supplier will bear the expense for testing of all gases governing the standard specification from independent labs.
3. The contracting firm to either provide OEM conformance certificate to CINS or is to be E-Mailed to CINS directly by the OEM. Hard copy of conformance certificate must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificates issued by the OEM companies/firms rendering false OEM conformance certificates will be black listed.
4. Firm will provide evidence for imported stores at the time of inspection.
5. Item must be laboratory tested for acceptance.
6. Inspection will be carried out by CINS.
7. Stores required on supply order basis against consignee requirement.
8. The purchaser shall not be bound to draw entire contracted quantities but reserve the right to draw additional quantities to the extent of 15% of the contracted qty. no compensation shall be provided to the supplier for short drawn quantities.
9. Contract should be concluded for the period of one year and further extendable for one year upon mutual consent.
10. 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 cins@paknavy.gov.pk, insectorate1@paknavy.gov.pk. Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/firms rendering false OEM conformance certificates will be black listed.
11. Firm will submit an Affidavit that the original Earnest money is attached with Commercial Offer in separate envelope and copy of the same is attached with Technical Offer.
12. Firm will comply / confirm all above 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 18% Sale Tax (Please tick Yes or No) | | |
| | Yes | No | |
| | Grand Total | | |

Terms & Conditions

1. **Special Instructions.** Attached
2. **Terms of Payment.** 100% on Delivery of stores against each supply order and issuance of CRV. Part delivery/ part payment is allowed.
3. **Origin of Stores.** Imported
(To be indicated in Technical Offer)

- | | | |
|-----|---|--|
| 4. | <u>Origin of OEM.</u> | Imported (To be indicated in Technical Offer) |
| 5. | <u>Technical Scrutiny Report</u> | Required. |
| 6. | <u>Delivery Period.</u> | SOB contract for the period of one year and further extendable for one year upon mutual consent. |
| 7. | <u>Currency</u> | Pak Rupees |
| 8. | <u>Basis for acceptance</u> | 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 / Financial Proposal offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e 120 x days as per original offer) i.a.w PPRA Rule-26. |
| 10. | <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). |
| 12. | <u>Earnest Money/ Bid Security:</u> | 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

(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. 1.00 Million.

13. **Return of Earnest Money:**

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

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

14. **Special Note.**

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

b. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their technical and financial capability to undertake the project.

c. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo. Acceptance of firm's offer, firms not registered with DGDP is subject to security clearance. All firms who do not provide requisite documentary or security wise not cleared by DGDP (FS Team) will be rejected.

d. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.

e. Company registration certificates are to be attached with offer.

f. Requisite amount of earnest money (in shape of Bank Draft in the favour of CMA (DP)) is to be attached in **separate envelop in sealed condition with the Technical offer.** Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted.

g. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer 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.

*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 Tender Covering Form

Technical Data Sheet

Material Safety Data Sheet

**DuPont™ SUVA® 134a refrigerant**

Version 2.2

Revision Date 10/18/2011

Ref. 130000000349

This SDS adheres to the standards and regulatory requirements of Canada and may not meet the regulatory requirements in other countries.

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : ✓ DuPont™ SUVA® 134a refrigerant
 Product Grade/Type : ASHRAE Refrigerant number designation: R-134a
 Tradename/Synonym : HFC-134a
 SUVA® 134a ✓
 MSDS Number : 130000000349
 Product Use : Refrigerant
 Manufacturer : E.I. du Pont Canada Company
 P.O. Box 2200, Streetsville
 Mississauga, ON
 L5M 2H3
 Canada
 Product Information : 1-800-387-2122
 Medical Emergency : 1-800-441-3537 (24 hours)

SECTION 2. HAZARDS IDENTIFICATION**Emergency Overview**

Rapid evaporation of the liquid may cause frostbite.

Potential Health Effects**Skin**

1.1.1.2- : Contact with liquid or refrigerated gas can cause cold burns and frostbite.
 Tetrafluoroethane : May cause skin irritation.
 May cause: Discomfort, itching, redness, or swelling.

Eyes

1.1.1.2- : Contact with liquid or refrigerated gas can cause cold burns and frostbite.
 Tetrafluoroethane : May cause eye irritation.
 May cause: tearing, Redness, Discomfort.

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Inhalation

1,1,1,2-

Tetrafluoroethane

Misuse or intentional inhalation abuse may cause death without warning symptoms, due to cardiac effects.

Other symptoms potentially related to misuse or inhalation abuse are:

Anaesthetic effects, Light-headedness, dizziness, confusion, incoordination, drowsiness, or unconsciousness, irregular heartbeat with a strange sensation in the chest, heart thumping, apprehension, feeling of fainting, dizziness or weakness.

Vapours are heavier than air and can cause suffocation by reducing oxygen available for breathing.

Carcinogenicity

None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, or OSHA, as a carcinogen.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

| Component | CAS-No. | Concentration |
|---------------------------|----------|---------------|
| 1,1,1,2-Tetrafluoroethane | 811-97-2 | 100 % |

SECTION 4. FIRST AID MEASURES

Skin contact

: In case of contact, immediately flush skin with plenty of water for at least 15 minutes. Take off all contaminated clothing immediately. Consult a physician. Wash contaminated clothing before re-use. Treat for frostbite if necessary by gently warming affected area.

Eye contact

: In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Consult a physician if necessary.

Inhalation

: Remove from exposure, lie down. Move to fresh air. Keep patient warm and at rest. Artificial respiration and/or oxygen may be necessary. Consult a physician.



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- Ingestion : Is not considered a potential route of exposure.
- General advice : Never give anything by mouth to an unconscious person. When symptoms persist or in all cases of doubt seek medical advice.
- Notes to physician : Because of possible disturbances of cardiac rhythm, catecholamine drugs, such as epinephrine, that may be used in situations of emergency life support should be used with special caution.

SECTION 5. FIREFIGHTING MEASURES

Flammable Properties

- Flash point : does not flash
- Ignition temperature : > 743 °C (> 1,369 °F) at 1,013 hPa
- Lower explosion limit : Method : None per ASTM E681
- Upper explosion limit : Method : None per ASTM E681

Fire and Explosion Hazard

: Hazardous thermal decomposition products:
 Carbon oxides
 Hydrogen fluoride
 Carbonyl fluoride
 Cylinders are equipped with pressure and temperature relief devices, but may still rupture under fire conditions. Decomposition may occur. Contact of welding or soldering torch flame with high concentrations of refrigerant can result in visible changes in the size and colour of the torch flame. This flame effect will only occur in concentrations of product well above the recommended exposure limit. Therefore stop all work and ventilate to disperse refrigerant vapors from the work area before using any open flames.



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HFC-134a is not flammable in air at temperatures up to 100 deg. C (212 deg. F) at atmospheric pressure. However, mixtures of HFC-134a with high concentrations of air at elevated pressure and/or temperature can become combustible in the presence of an ignition source. HFC-134a can also become combustible in an oxygen enriched environment (oxygen concentrations greater than that in air). Whether a mixture containing HFC-134a and air, or HFC-134a in an oxygen enriched atmosphere become combustible depends on the inter-relationship of 1) the temperature 2) the pressure, and 3) the proportion of oxygen in the mixture. In general, HFC-134a should not be allowed to exist with air above atmospheric pressure or at high temperatures; or in an oxygen enriched environment. For example HFC-134a should NOT be mixed with air under pressure for leak testing or other purposes.

Experimental data have also been reported which indicate combustibility of this substance in the presence of certain concentrations of chlorine.

Suitable extinguishing media : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Firefighting Instructions : In the event of fire, wear self-contained breathing apparatus. Wear neoprene gloves during cleaning up work after a fire. Cool containers / tanks with water spray. Water runoff should be contained and neutralized prior to release.

SECTION 6. ACCIDENTAL RELEASE MEASURES

NOTE: Review FIRE FIGHTING MEASURES and HANDLING (PERSONNEL) sections before proceeding with clean-up. Use appropriate PERSONAL PROTECTIVE EQUIPMENT during clean-up.

Safeguards (Personnel) : Evacuate personnel to safe areas. Ventilate the area. Refer to protective measures listed in sections 7 and 8.

Spill Cleanup : Evaporates.

Accidental Release Measures : Should not be released into the environment. Self-contained breathing apparatus (SCBA) is required if a large release occurs. Avoid open flames and high temperatures.


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SECTION 7. HANDLING AND STORAGE

- Handling (Personnel)** : Use sufficient ventilation to keep employee exposure below recommended limits. For personal protection see section 8. Handle in accordance with good industrial hygiene and safety practice.
- Handling (Physical Aspects)** : The product should not be mixed with air for leak testing or used with air for any other purpose above atmospheric pressure. Contact with chlorine or other strong oxidizing agents should also be avoided.
- Storage** : Valve protection caps and valve outlet threaded plugs must remain in place unless container is secured with valve outlet piped to use point. Do not drag, slide or roll cylinders. Use a suitable hand truck for cylinder movement. Use a pressure reducing regulator when connecting cylinder to lower pressure (>3000 psig) piping or systems. Never attempt to lift cylinder by its cap. Use a check valve or trap in the discharge line to prevent hazardous back flow into the cylinder. Cylinders should be stored upright and firmly secured to prevent falling or being knocked over. Separate full containers from empty containers. Keep at temperature not exceeding 52°C. Do not store near combustible materials. Avoid area where salt or other corrosive materials are present.
- Storage temperature** : < 52 °C (< 126 °F)

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

- Engineering controls** : Normal ventilation for standard manufacturing procedures is generally adequate. Local exhaust should be used when large amounts are released. Mechanical ventilation should be used in low or enclosed places. Refrigerant concentration monitors may be necessary to determine vapour concentrations in work areas prior to use of torches or other open flames, or if employees are entering enclosed areas.
- Personal protective equipment**
Respiratory protection : For rescue and maintenance work in storage tanks use self-contained breathing apparatus. Vapours are heavier than air and can cause suffocation by reducing oxygen available for breathing.
- Hand protection** : Additional protection: Impervious gloves


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Eye protection : Wear safety glasses with side shields. Additionally wear a face shield where the possibility exists for face contact due to splashing, spraying or airborne contact with this material.

Protective measures : Self-contained breathing apparatus (SCBA) is required if a large release occurs.

Exposure Guidelines
Exposure Limit Values

1,1,1,2-Tetrafluoroethane

AEL *

(DUPONT)

1,000 ppm

8 & 12 hr. TWA

* AEL is DuPont's Acceptable Exposure Limit. Where governmentally imposed occupational exposure limits which are lower than the AEL are in effect, such limits shall take precedence.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Form : Liquefied gas
 Color : colourless
 Odor : slight, ether-like
 Boiling point : -26.1 °C (-15.0 °F) at 1,013 hPa
 % Volatile : 100 %
 Vapour Pressure : 6,661 hPa at 25 °C (77 °F)
 : 13,190 hPa at 50 °C (122 °F)
 Density : 1,206 g/cm³ at 25 °C (77 °F)
 (as liquid)
 Specific gravity : 1,208 at 25 °C (77 °F)
 Water solubility : 1.5 g/l at 25 °C (77 °F) at 1,013 hPa
 Vapour density : 3.6 at 25 °C (77 °F)
 (Air = 1.0)
 Evaporation rate : > 1
 (CCl₄=1.0)

SECTION 10. STABILITY AND REACTIVITY

Stability : Stable under recommended storage conditions.


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- Conditions to avoid : The product is not flammable in air under ambient conditions of temperature and pressure. When pressurised with air or oxygen, the mixture may become flammable. Certain mixtures of HCFCs or HFCs with chlorine may become flammable or reactive under certain conditions.
- Incompatibility : Alkali metals Alkaline earth metals, Powdered metals, Powdered metal salts
- Hazardous decomposition products : Decomposition products are hazardous. This material can be decomposed by high temperatures (open flames, glowing metal surfaces, etc.) forming hydrofluoric acid and possibly carbonyl fluoride. These materials are toxic and irritating. Avoid contact with decomposition products
- Hazardous reactions : Polymerization will not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

 DuPont™ SUVA® 134a refrigerant
 Further information

- : Cardiac sensitisation threshold limit : 312975 mg/m³
 Anaesthetic effects threshold limit : 834600 mg/m³
 Did not show carcinogenic or teratogenic effects in animal experiments. Inhalation of decomposition products in high concentration may cause shortness of breath (lung oedema). Rapid evaporation of the liquid may cause frostbite.

1,1,1,2-Tetrafluoroethane

Dermal : not applicable

Oral : not applicable

Inhalation 4 h LC50 : 567000 ppm, rat

Inhalation : dog
Cardiac sensitizationSkin irritation : slight irritation, rabbit
Not expected to cause skin irritation based on expert review of the properties of the substance.

No skin irritation, human



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- Eye irritation** : slight irritation, rabbit
 Not expected to cause eye irritation based on expert review of the properties of the substance.

 No eye irritation, human
- Skin sensitization** : Did not cause sensitization on laboratory animals., guinea pig
 Not expected to cause sensitization based on expert review of the properties of the substance.

 Did not cause sensitization on laboratory animals. There are no reports of human respiratory sensitization.
- Repeated dose toxicity** : Inhalation
 rat

 No toxicologically significant effects were found.
- Carcinogenicity** : Overall weight of evidence indicates that the substance is not carcinogenic.
 An increased incidence of benign tumours was observed in laboratory animals.
- Mutagenicity** : Did not cause genetic damage in animals.
 Did not cause genetic damage in cultured mammalian cells.
 Did not cause genetic damage in cultured bacterial cells.
- Reproductive toxicity** : Animal testing showed no reproductive toxicity.
- Teratogenicity** : Animal testing showed effects on embryo-fetal development at levels equal to or above those causing maternal toxicity.

SECTION 12. ECOLOGICAL INFORMATION

- Aquatic Toxicity**
1,1,1,2-Tetrafluoroethane
 96 h LC50 : Oncorhynchus mykiss (rainbow trout) 450 mg/l
- 72 h EC50 : Algae > 118 mg/l



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Information given is based on data obtained from similar substances.

48 h EC50

: Daphnia magna (Water flea) 980 mg/l

SECTION 13. DISPOSAL CONSIDERATIONS

- Waste Disposal : Can be used after re-conditioning. Recover by distillation or remove to a permitted waste disposal facility. Comply with applicable Federal, State/Provincial and Local Regulations.
- Environmental Hazards : Empty pressure vessels should be returned to the supplier.

SECTION 14. TRANSPORT INFORMATION

| | | |
|----------|----------------------|-----------------------------|
| TDG_ROAD | UN number | : 3159 |
| | Proper shipping name | : 1,1,1,2-Tetrafluoroethane |
| | Class | : 2.2 |
| TDG_RAIL | Labelling No. | : 2.2 |
| | UN number | : 3159 |
| | Proper shipping name | : 1,1,1,2-Tetrafluoroethane |
| IATA_C | Class | : 2.2 |
| | Labelling No. | : 2.2 |
| | UN number | : 3159 |
| IMDG | Proper shipping name | : 1,1,1,2-Tetrafluoroethane |
| | Class | : 2.2 |
| | Labelling No. | : 2.2 |
| | UN number | : 3159 |
| | Proper shipping name | : 1,1,1,2-Tetrafluoroethane |
| | Class | : 2.2 |
| | Labelling No. | : 2.2 |



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SECTION 15. REGULATORY INFORMATION

DSL Status : On the Inventory, or in compliance with the inventory

WHMIS Classification : A - Compressed Gas

Remarks : This product has been classified in accordance with the hazard criteria of the CPR and the MSDS contains all the information required by the CPR.

SECTION 16. OTHER INFORMATION

MSDS preparation date : 10/18/2011

SUVA® is a registered trademark of E. I. du Pont de Nemours and Company

Before use read DuPont's safety information.

For further information contact the local DuPont office or DuPont's nominated distributors.

® DuPont's registered trademark

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Significant change from previous version is denoted with a double bar.

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) OEM Name and Valid email address.
 - (2) Description of stores along with quantity.
 - (3) Part/ Pattern No of stores.
 - (4) Manufacturing identification.
 - (5) Date/ Period of Manufacturing.
 - (6) List of Serial Numbers or Batch Numbers or Lot Numbers as embossed/ engraved on the stores (as applicable)
 - (7) Details of Test Report (FATs/ OEM Lab Test Report) along with dates and tests conducted as applicable.

- (8) Details of third party testing authority (if their services used).
- (9) List of safety/ regulatory standard (as applicable).
- (9) Conformance to standards/specifications quoted in the Contract.
- (10) Date/ Period of Manufacturing should not be older than one year at the time of delivery (In Case of machinery equipment/spares).

c. Import documents comprising "Lading/Airway Bill" or "Shipping Bill" and "Bill of Entry" duty endorsed with the name of Supplying Firm if the item is sourced from abroad by local supplier/authorized dealer of OEM.

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

INSPECTION

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

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

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

Tender No & Date _____
Tender Description _____
IT Opening Date _____
Firm Name _____
Postal Address _____
Email Address for Correspondence _____

CEO Name _____ & CNIC _____ (Compulsory)

Contact Person Name _____

Contact Number (Landline _____) (Mobile _____)

Documents to be Attached with Quotation

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

| Sealed Envelop 1 – Technical Offer in Duplicate | | | |
|---|---|---------------|----------|
| This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick ✓ against each to ensure that these documents have been attached: | | | |
| S No | Document | Original Set | Copy Set |
| 1. | Bank Challan | | |
| 2. | Principal Authorization Letter (where applicable) | | |
| 3. | Principal Invoice (Muted – without Price) (where applicable) | | |
| 4. | DP -1 Form of IT (with compliance remarks) | | |
| 5. | DP – 2 Form of IT with compliance remarks against each clause of the Annex A) | | |
| 6. | Technical Offer / Specs | | |
| 7. | Annex A of IT (with compliance remarks) | | |
| 8. | Annex B & C of IT (with compliance remarks) | | |
| 9. | DP-3 form of IT (dully filled & signed) | | |
| 10. | DGDP Registration Letter (If firm is registered with DGDP) | | |
| 11. | Tax Filling Proof | | |
| <u>Sealed Envelop 2 – Earnest Money</u> | | | |
| This Envelop must contain Earnest Money only. | | | |
| <u>Sealed Envelop 3 – Commercial Offer</u> | | | |
| This Envelop must contain following documents: | | | |
| 1. | Firm's Commercial Offer | 01 x Original | |
| 2. | Principal Invoice (where applicable) | 01 x Original | |
| 3. | Dully filled DP-2 Form of IT | 01 x Original | |

Firm's Declaration

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

Firm's Authorized Signatures _____

Tender No.....

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

To:

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

Dear Sir

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

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

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

- a.
- b.
- c.

Yours faithfully,

.....
(Signature of Tenderer)

.....
(Capacity in which signing)

Address:.....

Date.....

Signature of Witness.....

ADDRESS.....

DIRECTORATE PROCUREMENT (NAVY)

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

M/s _____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2017) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

3. **Conditions Governing Contracts.** The ‘Contract’ made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the ‘Purchaser’ and the ‘Seller’ on Directorate General Defence Purchase (DGDP) contract Form “DP-19” in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2017) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

a. **Commercial Offer.** The offer will be in **single** and indicate prices quoted in figures as well as in words in the currency mentioned in IT. It should be clearly marked in fact on a separate sealed envelope “Commercial Offer”, tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

b. **Technical Offer: (Where Applicable).** Should contain all relevant specifications in **DUPLICATE** (or as specified in IT) along with essential literature/brochure, drawings and compliance metrics in a separate sealed envelope and clearly marked “Technical Offer” without prices, with tender number and date of opening. Technical offer shall be opened first; half an hour after the date and time for receipt of tender mentioned in DP-2. Firms are to confirm/comply with IT technical specification in the following format:

Understood
agreed

Understood
not agreed

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

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

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

Understood
agreed

Understood
not agreed

d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and **two 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

Understood
agreed

Understood
not agreed

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)
through Bahria Gate Near SNIDS
Centre, CDA Market
at Naval Residential Complex
Sector E-8, Islamabad

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

Understood
agreed

Understood
not agreed

6. **Tender Opening.** Tenders will be opened as mentioned in the schedule to tender. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004.

Understood
agreed

Understood
not agreed

7. **Validity of Offer.**

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

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

- | | | |
|---|--|--|
| <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 PPRA 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 participate in the tender competition accompanied by Challan Form of Rs 300 in favour of CMA (DP).

14. **Earnest Money/Tender Bond:-** Your tender must be accompanied by a **Call Deposit Receipt (CDR) in favor of CMA (DP)**, Rawalpindi for the following amounts:-

Attached

Not Attached

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

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

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

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 01.00 Million.

b. **Return of Earnest Money**

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

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

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

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

| | | | |
|--|-----------------------------------|--|----------|
| | Agreement in case of local agent. | Trading House/ Exporter /Stockiest etc. | Company/ |
|--|-----------------------------------|--|----------|

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

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

c. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax/duty.

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

(iv) Agent commission/profit, if any.

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

26. **Price Variation.**

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

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

Understood
agreed

Understood
not agreed

c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.

27. **Force Majeure.**

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

Understood
agreed

Understood
not agreed

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

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

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

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

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

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

Understood
agreed

Understood
not agreed

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

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

c. The arbitration award shall be firm and final.

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

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

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

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

Understood
agreed

Understood
not agreed

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

32. **Compensation Breach of Contract.** If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

Understood
agreed

Understood
not agreed

33. **Gratuities/Commission/Gifts.** No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

Understood
agreed

Understood
not agreed

34. **Termination of Contract.**

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

Understood
agreed

Understood
not agreed

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

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

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

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

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the

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

- | | | |
|---|---|---|
| <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> <input type="checkbox"/> | <p>Understood not agreed</p> <input type="checkbox"/> |
| <p>36. <u>Secrecy/Non-Disclosure Agreement (NDA).</u> The Supplier shall undertake as per attached Annex-C, that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) to receive it. Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the Supplier.</p> | <p>Understood agreed</p> <input type="checkbox"/> | <p>Understood not agreed</p> <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> <input type="checkbox"/> | <p>Understood not agreed</p> <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.</p> <p>b. Offers are found conditional or incomplete in any respect.</p> <p>c. There is any deviation from the General /Special/Technical Instructions contained in this tender.</p> <p>d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the offers.</p> <p>d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.</p> <p>e. Treasury challan is NOT attached with the offer.</p> <p>f. Multiple rates are quoted against one item.</p> <p>g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.</p> <p>j. Subject to restriction of export license.</p> <p>k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.</p> <p>l. If the validity of the agency agreement is expired.</p> <p>m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.</p> <p>n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.</p> <p>p. Earnest money is not provided.</p> <p>q. Earnest Money is not provided with the technical offer (or as specified).</p> <p>r. If validity of offer is not quoted as required in IT or made subject to confirmation later.</p> <p>s. Offer made through Fax/E-mail/Cable/Telex.</p> <p>t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.</p> | <p>Understood agreed</p> <input type="checkbox"/> | <p>Understood not agreed</p> <input type="checkbox"/> |

- 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)

UNDERTAKING / NON – DISCLOSURE CERTIFICATE

I _____
(Name & Appointment)

On behalf of _____
(Name for firm / Contractor)

(With address and Telephone number)

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

Sig _____
Status/
Appointment _____
Place _____
Date _____

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

Seal & Date

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

Seal & Date

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

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

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

