

INVITATION TO TENDER FORM

1. Schedule to Tender No **2490435/R-2502/340375** dated **27 Feb 25**. This tender will be closed for acceptance at **1030 Hours** and will be opened at **1100 Hours** on **20 Mar 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. Same can be requested from DP (N) at Email dpn@paknavy.gov.pk.

Schedule of Stores

S. NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	18% GST	FED	TOTAL PRICE
1.	Ordinary Portland Cement (OPC) For CDS (N) Karachi	25,000 M/Ton				
2.	Sulphate Resistant Cement (SRC) For CDS (N) Karachi	6,000 M/Ton				
	<p><u>Specification:</u></p> <p>ASTM C150/C 150M-21.</p> <p>Stores should be freshly manufactured with at least 03 x months shelf life.</p> <p><u>NOTE:</u></p> <p>a. Only manufacturer is allowed to participate in the bidding process. Suppliers (Middleman) is not allowed to participate in bidding. Moreover, manufacturers having mega plants (5000 MT/day capacity or more) is allowed to participate in tendering process.</p> <p>b. The participated firm must be registered / enlisted with E-In-C Branch</p> <p>c. Stores required for CMES (N) Karachi and CDS (N) Karachi.</p>					

<p><u>Annexes</u></p> <p>A. Technical specifications B. General Requirements/ Instructions.</p> <p><u>Packing</u> As per standard trade packing to with stand journey by Rail/Road and avoid damages/pilferage/breakage in transit and as per instruction of inspection authorities.</p>					
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NOTE:

1. Joint inspection to be carried out by rep of CINS, Consignees and CMES(N).
2. Marking on the package must be legible. Packaging of fragile stores to be marked with appropriate international symbols.
3. Firm will comply / confirm all above IT clauses 01 to 04 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**.
4. Firm will submit a Affidavit that the original Earnest money is attached with Commercial Offer in separate envelope and copy of the same is attached with Technical Offer.

Above mentioned price includes 18% Sale Tax (Please tick Yes or No)	
Yes	No
Grand Total	

Terms & Conditions

1. **Special Instructions.** N/A
2. **Terms of Payment.** 100% on Delivery of stores against each supply order and issuance of CRV.
3. **Origin of Stores.** Indigenous
(To be indicated in Technical Offer)
4. **Origin of OEM.** Local
(To be indicated in Technical Offer)
5. **Technical Scrutiny Report.** Required (Technical scrutiny of quotation will carried out by committee nominated by NHQ).
6. **Delivery Period.** The Contract shall be valid from date of signing of contract till 30 June 2025 and may be further extended upon mutual consent.
7. **Currency.** Pak Rupees

8. **Basis for acceptance.** FOR
9. **Bid Validity.** The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial / 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. **Inspection.**
a. Inspection Authority : CMES(N) COMKAR.
b. Inspection: Any Officer deputed by CMES(N) COMKAR as per Para-14(C to h) of Annex-B.
11. **Tendering procedure** Single stage - Two Envelop bidding procedure will be followed as per PPRa Rule 36 (b).
12. **Terms of Payment:** Part payment and part supply is allowed.
13. **Earnest Money/
Bid Security:**
Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi in separate envelope and outside **attached with technical offer**. The rate of earnest money and its maximum ceil for different categories of firms would be as under:-

REGISTERED/INDEXED/PRE-QUALIFIED FIRMS (FOR CONTRACTS ONLY).
(a) 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.

REGISTERED / PRE-QUALIFIED BUT UNINDEXED FIRMS.
(b) 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

UN-REGISTERED / NOT PRE-QUALIFIED / UNINDEXED FIRMS.
(c) 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.
14. **Return of Earnest Money:**
(a) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
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(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).

15. **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.

TECHNICAL SPECIFICATIONS

This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.



Designation: C150/C150M – 18

Standard Specification for Portland Cement¹

This standard is issued under the fixed designation C150/C150M, the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope²

1.1 This specification covers ten types of portland cement, as follows (see Note 2):

1.1.1 *Type I*—For use when the special properties specified for any other type are not required.

1.1.2 *Type IA*—Air-entraining cement for the same uses as Type I, where air-entrainment is desired.

1.1.3 *Type II*—For general use, more especially when moderate sulfate resistance is desired.

1.1.4 *Type IIA*—Air-entraining cement for the same uses as Type II, where air-entrainment is desired.

1.1.5 *Type IIIMH*—For general use, more especially when moderate heat of hydration and moderate sulfate resistance are desired.

1.1.6 *Type IIIMHA*—Air-entraining cement for the same uses as Type IIIMH, where air-entrainment is desired.

1.1.7 *Type III*—For use when high early strength is desired.

1.1.8 *Type IIIA*—Air-entraining cement for the same use as Type III, where air-entrainment is desired.

1.1.9 *Type IV*—For use when a low heat of hydration is desired.

1.1.10 *Type V*—For use when high sulfate resistance is desired.

Note 1—Some cements are designated with a combined type classification, such as Type IIA, indicating that the cement meets the requirements of the indicated types and is being offered as suitable for use when either type is desired.

Note 2—Cement conforming to the requirements for all types are not carried in stock in some areas. In advance of specifying the use of cement other than Type I, determine whether the proposed type of cement is, or can be made, available.

1.2 The values stated in either SI units or inch-pound units are to be regarded separately as standard. The values stated in each system may not be exact equivalents; therefore, each system shall be used independently of the other. Combining values from the two systems may result in non-conformance with the standard. Values in SI units [or inch-pound units] shall be obtained by measurement in SI units [or inch-pound units]

or by appropriate conversion, using the Rules for Conversion and Rounding given in IEEE/ASTM SI 10, of measurements made in other units [or SI units]. Values are stated in only SI units when inch-pound units are not used in practice.

1.3 The text of this standard references notes and footnotes which provide explanatory material. These notes and footnotes (excluding those in tables and figures) shall not be considered as requirements of the standard.

1.4 *This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.*

2. Referenced Documents

2.1 ASTM Standards:²

C33 Specification for Concrete Aggregates

C51 Terminology Relating to Lime and Limestone (as used by the Industry)

C109/C109M Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)

C114 Test Methods for Chemical Analysis of Hydraulic Cement

C115 Test Method for Fineness of Portland Cement by the Turbidimeter

C151 Test Method for Autoclave Expansion of Hydraulic Cement

C183 Practice for Sampling and the Amount of Testing of Hydraulic Cement

C185 Test Method for Air Content of Hydraulic Cement Mortar

C191 Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle

C204 Test Methods for Fineness of Hydraulic Cement by Air-Permeability Apparatus

C219 Terminology Relating to Hydraulic Cement

¹This specification is under the jurisdiction of ASTM Committee C01 on Concrete and is the direct responsibility of Subcommittee C01.01 on Hydraulic Cements for General Concrete Construction.

Current edition approved April 1, 2018. Published April 2018. Originally approved in 1940. Last previous edition approved in 2017 as C150/C150M – 17. DOI: 10.1520/C150-18.

²A Summary of Changes section appears at the end of this standard.

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- C126 Specification for Air-Entraining Additions for Use in the Manufacture of Air-Entraining Hydraulic Cement
- C266 Test Method for Time of Setting of Hydraulic-Cement Paste by Gillmore Needles
- C451 Test Method for Early Stiffening of Hydraulic Cement (Paste Method)
- C452 Test Method for Potential Expansion of Portland-Cement Mortars Exposed to Sulfate
- C465 Specification for Processing Additions for Use in the Manufacture of Hydraulic Cements
- C563 Guide for Approximation of Optimum SO₃ in Hydraulic Cement
- C1038 Test Method for Expansion of Hydraulic Cement Mortar Bars Stored in Water
- C1702 Test Method for Measurement of Heat of Hydration of Hydraulic Cementitious Materials Using Isothermal Conduction Calorimetry
- E29 Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications
- IEEE/ASTM SI 10 American National Standard for Use of the International System of Units (SI): The Modern Metric System

3. Terminology

3.1 Definitions—See Terminology C219.

4. Ordering Information

4.1 Orders for material under this specification shall include the following:

4.1.1 This specification number and date.

4.1.2 Type or types allowable. If no type is specified, Type I shall be supplied.

4.1.3 Any optional chemical requirements from Table 1, if desired, and

4.1.4 Any optional physical requirements from Table 4, if desired.

5. Ingredients

5.1 The cement covered by this specification shall contain no ingredients except as follows:

5.1.1 Portland cement clinker.

5.1.2 Water or calcium sulfate, or both. The amounts shall be such that the limits shown in Table 1 for sulfur trioxide and loss-on-ignition are not exceeded.

5.1.3 Limestone. The amount shall not be more than 5.0% by mass such that the chemical and physical requirements of this standard are met (see Note 5). The limestone, defined in Terminology C51, shall be naturally occurring and consist of at least 70% by mass of one or more of the mineral forms of calcium carbonate. If limestone is used, the manufacturer shall report the amount used, expressed as a percentage of cement mass, as determined using Annex A2, along with the oxide composition of the limestone.

Note 3—This standard permits portland cement to contain limestone, but does not require that limestone be an ingredient in the cement. Cement without ground limestone can be specified in the contract or order.

5.1.4 Inorganic processing additions. The amount shall be not more than 5.0% by mass of cement. Not more than one inorganic processing addition shall be used at a time. For amounts greater than 1.0%, they shall have been shown to meet the requirements of Specification C465 for the inorganic processing addition in the amount used or greater. If an inorganic processing addition is used, the manufacturer shall

TABLE 1 Standard Composition Requirements

Cement Type ^a	Applicable Test Method	I and IA	II and IIA	III(M) and III(M)A	III and IIIA	IV	V
Aluminum oxide (Al ₂ O ₃), max, %	C114	---	6.0	6.0	---	---	---
Ferric oxide (Fe ₂ O ₃), max, %	C114	---	6.0 ^b	6.0 ^{b,c}	---	6.5	---
Magnesium oxide (MgO), max, %	C114	6.0	6.0	6.0	6.0	6.0	6.0
Sulfur trioxide (SO ₃) ^d , max, %	C114						
When (C ₂ A) ^e is 6% or less		3.0	3.0	3.0	3.5	2.5	2.5
When (C ₂ A) ^e is more than 6%		3.5	3.5	3.5	4.5	3.5	3.5
Loss on ignition, max, %	C114						
When limestone is not an ingredient		3.0	3.0	3.0	3.0	2.5	3.0
When limestone is an ingredient	C114	3.5	3.5	3.5	3.5	3.5	3.5
Insoluble residue, max, %		1.5	1.5	1.5	1.5	1.5	1.5
Tricalcium silicate (C ₃ S) ^f , max, %	See Annex A1	---	---	---	---	35 ^g	---
Dicalcium silicate (C ₂ S) ^f , min, %	See Annex A1	---	---	---	---	40 ^g	---
Tricalcium aluminate (C ₃ A) ^f , max, %	See Annex A1	---	8	8	15	7 ^g	5 ^g
Sum of C ₂ S + 4.75C ₃ A ^h , max, %	See Annex A1	---	---	100 ^h	---	---	---
Tetracalcium aluminoferrite plus twice the tricalcium aluminate (C ₄ AF + 2[C ₃ A]) of solid solution (C ₂ AF + C ₂ F), as applicable, max, %	See Annex A1	---	---	---	---	---	25 ^g

^a See Note 2.

^b Does not apply when the sulfate resistance limit in Table 4 is specified.

^c Does not apply when the heat of hydration limit in Table 4 is specified.

^d It is permissible to exceed the values in the table for SO₃ content, provided it has been demonstrated by Test Method C1702 that the cement with the increased SO₃ will not develop expansion exceeding 0.020% at 14 days. When the manufacturer supplies cement under this provision, supporting data shall be supplied to the purchaser. See Note 5.

^e See Note 5.

^f See Annex A1 for calculation.

^g Not applicable.

^h See Note 5.

ⁱ In addition, three-day heat of hydration testing by Test Method C1702 shall be conducted at least once every six months. Such testing shall not be used for acceptance or rejection of the cement, but results shall be reported for informational purposes.



- C226 Specification for Air-Entraining Additions for Use in the Manufacture of Air-Entraining Hydraulic Cement
- C266 Test Method for Time of Setting of Hydraulic-Cement Paste by Gillmore Needles
- C351 Test Method for Early Stiffening of Hydraulic Cement (Paste Method)
- C153 Test Method for Potential Expansion of Portland-Cement Mortars Exposed to Sulfate
- C465 Specification for Processing Additions for Use in the Manufacture of Hydraulic Cements
- C463 Guide for Approximation of Optimum SO₃ in Hydraulic Cement
- C1038 Test Method for Expansion of Hydraulic Cement Mortar Bars Stored in Water
- C1702 Test Method for Measurement of Heat of Hydration of Hydraulic Cementitious Materials Using Isothermal Conduction Calorimetry
- E29 Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications
- ISO/ASTM SI 10 American National Standard for Use of the International System of Units (SI): The Modern Metric System

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 - 4.1.1 This specification number and date.
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- 4.1.3 Any optional chemical requirements from Table 1, if desired, and
- 4.1.4 Any optional physical requirements from Table 4, if desired.

5. Ingredients

- 5.1 The cement covered by this specification shall contain no ingredients except as follows:
 - 5.1.1 Portland cement clinker.
 - 5.1.2 Water or calcium sulfate, or both. The amounts shall be such that the limits shown in Table 4 for sulfur trioxide and loss-on-ignition are not exceeded.
 - 5.1.3 Limestone. The amount shall not be more than 5.0 % by mass such that the chemical and physical requirements of this standard are met (see Note 3). The limestone, defined in Terminology C51, shall be naturally occurring and consist of at least 70 % by mass of one or more of the mineral forms of calcium carbonate. If limestone is used, the manufacturer shall report the amount used, expressed as a percentage of cement mass, as determined using Annex A2, along with the oxide composition of the limestone.

Note 3--This standard permits portland cement to contain limestone, but does not require that limestone be an ingredient in the cement. Cement without ground limestone can be specified in the contract or order.

5.1.4 Inorganic processing additions. The amount shall be not more than 5.0 % by mass of cement. Not more than one inorganic processing addition shall be used at a time. For amounts greater than 1.0 %, they shall have been shown to meet the requirements of Specification C465 for the inorganic processing addition in the amount used or greater. If an inorganic processing addition is used, the manufacturer shall

TABLE 1 Standard Composition Requirements

Cement Type ^a	Applicable Test Method	I and IA	II and IIA	III(MH) and III(MHA)	III and IIIA	IV	V
Aluminum oxide (Al ₂ O ₃), max, %	C114	...	6.0	6.0	...	...	...
Iron oxide (Fe ₂ O ₃), max, %	C114	...	6.0 ^b	6.0 ^{b,c}	...	6.5	...
Magnesium oxide (MgO), max, %	C114	6.0	6.0	6.0	6.0	6.0	6.0
Sulfur trioxide (SO ₃) ^d , max, %	C114	...	...	...	...	...	...
When (C ₂ A) ^e is 8 % or less		3.0	3.0	3.0	3.5	2.3	2.3
When (C ₂ A) ^e is more than 8 %		3.5	3.5	3.5	4.5	3.0	3.0
Loss on ignition, max, %	C114	...	...	...	...	...	...
When limestone is not an ingredient		3.0	3.0	3.0	3.0	2.5	3.0
When limestone is an ingredient		3.5	3.5	3.5	3.5	3.5	3.5
Insoluble residue, max, %	C114	1.5	1.5	1.5	1.5	1.5	1.5
Tripotassium silicate (C ₃ S) ^f , max, %	See Annex A1	...	...	...	...	35 ^g	...
Dicalcium silicate (C ₂ S) ^f , min, %	See Annex A1	...	...	...	...	40 ^g	...
Tri calcium aluminate (C ₃ A) ^f , max, %	See Annex A1	...	8	8	15	7 ^g	5 ^g
Sum of C ₂ S + 4.75C ₃ A ^g , max, %	See Annex A1	...	...	100 ^h	...	...	...
Tetra calcium aluminoferrite plus twice the tricalcium aluminate (C ₄ AF + 2C ₃ A), or ferrite solution (C ₄ AF + C ₂ F), as applicable, max, %	See Annex A1	...	...	...	...	...	25 ^g

^a See Table 2.
^b Does not apply when the sulfate resistance limit in Table 4 is specified.
^c Does not apply when the heat of hydration limit in Table 4 is specified.
^d It is permissible to exceed the values in the table for SO₃ content, provided it has been demonstrated by Test Method C1135 that the cement with the increased SO₃ will not develop expansion exceeding 0.020 % at 14 days. When the manufacturer supplies cement under this provision, supporting data shall be supplied to the purchaser. See Note 5.
^e See Annex A1 for calculation.
^f Not applicable.
^g See Note 5.
^h In addition, three-day heat of hydration testing by Test Method C1702 shall be conducted at least once every six months. Such testing shall not be used for acceptance or rejection of the cement, but results shall be reported for informational purposes.





Designation: C150/C150M - 18

Standard Specification for Portland Cement¹

This standard is issued under the fixed designation C150/C150M; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last approval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or approval.

1. Scope*

1.1 This specification covers ten types of portland cement, as follows (see Note 2):

1.1.1 *Type I*—For use when the special properties specified for any other type are not required.

1.1.2 *Type IA*—Air-entraining cement for the same uses as Type I, where air-entrainment is desired.

1.1.3 *Type II*—For general use, more especially when moderate sulfate resistance is desired.

1.1.4 *Type IIA*—Air-entraining cement for the same uses as Type II, where air-entrainment is desired.

1.1.5 *Type II(MH)*—For general use, more especially when moderate heat of hydration and moderate sulfate resistance are desired.

1.1.6 *Type II(MH)A*—Air-entraining cement for the same uses as Type II(MH), where air-entrainment is desired.

1.1.7 *Type III*—For use when high early strength is desired.

1.1.8 *Type IIIA*—Air-entraining cement for the same use as Type III, where air-entrainment is desired.

1.1.9 *Type IV*—For use when a low heat of hydration is desired.

1.1.10 *Type V*—For use when high sulfate resistance is desired.

Note 1—Some cements are designated with a combined type classification, such as Type I/II, indicating that the cement meets the requirements of the indicated types and is being offered as suitable for use when either type is desired.

Note 2—Cements conforming to the requirements for all types are not carried in stock in some areas. In advance of specifying the use of cement other than Type I, determine whether the proposed type or cement is, or can be made, available.

1.2 The values stated in either SI units or inch-pound units are to be regarded separately as standard. The values stated in each system may not be exact equivalents; therefore, each system shall be used independently of the other. Combining values from the two systems may result in non-conformance with the standard. Values in SI units [or inch-pound units] shall be obtained by measurement in SI units [or inch-pound units]

¹This specification is under the jurisdiction of ASTM Committee C01 on Cement and is the direct responsibility of Subcommittee C01.01 on Hydraulic Cements for General Concrete Construction.

Current edition approved April 1, 2018. Published April 2018. Originally approved in 1940. Last previous edition approved in 2017 as C150/C150M - 17. DOI: 10.1520/C0150_C0150M-18.

*A Summary of Changes section appears at the end of this standard.

or by appropriate conversion, using the Rules for Conversion and Rounding given in IEEE/ASTM SI 10, of measurements made in other units [or SI units]. Values are stated in only SI units when inch-pound units are not used in practice.

1.3 The text of this standard references notes and footnotes which provide explanatory material. These notes and footnotes (excluding those in tables and figures) shall not be considered as requirements of the standard.

1.4 This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.

2. Referenced Documents

2.1 ASTM Standards:²

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C151 Test Method for Autoclave Expansion of Hydraulic Cement

C183 Practice for Sampling and the Amount of Testing of Hydraulic Cement

C185 Test Method for Air Content of Hydraulic Cement Mortar

C191 Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle

C204 Test Methods for Fineness of Hydraulic Cement by Air-Permeability Apparatus

C219 Terminology Relating to Hydraulic Cement

²For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For Annual Book of ASTM Standards volume information, refer to the standard's Document Summary page on the ASTM website.



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TABLE 4 Optional Physical Requirements^a

Cement Type	Applicable Test Method	I and II	IA and IB	III (M)	III (M)A	III	III A	IV	V
False set, final penetration, min, %	C151	50	50	50	50	50	50	50	50
Heat of hydration:									
Isothermal Conductor Calorimetry:									
3 days, max, kJ/kg [cal/g]	C1702	...	...	251 (60) ^d	255 (60) ^d	...	...	200 (50) ^e	...
7 days, max, kJ/kg [cal/g]		...	...	...	...	...	...	225 (55) ^e	...
Strength, not less than the values shown:									
Compressive strength, MPa [psi]	C109/C109M	28.0 [4060]	22.0 [3190]	23.0 [3300] 22.0 ^d [3190] ^d	22.0 [3190] 18.0 ^d [2610] ^d	...	...	...	...
Sulfate resistance, ^f 14 days, max, % expansion	C452	...	...	...	...	...	...	...	0.14 ^g
Gilmore test:	C266								
Initial set, min, not less than		60	60	60	60	60	60	60	60
Final set, min, not more than		600	600	300	500	500	600	600	600
Turbidimeter test:	C115								
min		150	150	150	150	...	...	150	150
max		...	...	245 ^h	245 ^h	...	...	245	...

^a These optional requirements apply only when specifically requested. Verify availability before ordering. See Note 2.
^b The limit for the sum of C₂S + 4.75C₁A in Table 1 shall not apply when this optional limit is requested. These strength requirements apply when the optional heat of hydration requirement is requested.
^c When the heat of hydration limit is specified, it shall be instead of the limits of C₂S, C₂S, C₃S, and Fe₂O₃ listed in Table 1.
^d When the sulfate resistance is specified, it shall be instead of the limits of C₂A, C₃A, C₄A, and Fe₂O₃ listed in Table 1.
^e Cement meeting the high sulfate resistance limit for Type V is deemed to meet the moderate sulfate resistance requirement of Type I and Type III (M).
^f Maximum fineness limits do not apply if the sum of C₂S + 4.75 C₁A is less than or equal to 10.

Note 5—The limit on the sum, C₂S + 4.75C₁A, in Table 1 provides control on the heat of hydration of the cement and is consistent with a Test Method C1702 three-day heat of hydration limit of 315 kJ/kg [75 cal/g].
 Note 6—There are cases where performance of a cement is improved with SO₃ in excess of the Table 1 limits in this specification. Guide C96¹ is one of several methods a manufacturer can use to evaluate the effect of sulfate content on cement characteristics. Whenever SO₃ content of a cement exceeds Table 1 limits, Test Method C1038 results provide evidence that excessive expansion does not occur at this higher sulfate content.

2. Physical Properties

7.1 Portland cement of each of the ten types shown in Section 1 shall conform to the respective standard physical requirements prescribed in Table 3. In addition, optional physical requirements are shown in Table 4.

8. Sampling

8.1 When the purchaser desires that the cement be sampled and tested to verify compliance with this specification, perform sampling and testing in accordance with Practice C183.

8.2 Practice C183 is not designed for manufacturing quality control and is not required for manufacturer's certification.

9. Test Methods

9.1 Determine the applicable properties enumerated in this specification in accordance with the following test methods:

- 9.1.1 *Chemical Analysis*—Test Methods C114.
- 9.1.2 *Air Content of Mortar*—Test Method C185.
- 9.1.3 *Fineness by Air Permeability*—Test Method C204.
- 9.1.4 *Autoclave Expansion*—Test Method C151.
- 9.1.5 *Strength*—Test Method C109/C109M.
- 9.1.6 *Time of Setting by Vicat Needles*—Test Method C191.
- 9.1.7 *False Set*—Test Method C451.
- 9.1.8 *Heat of Hydration*—Test Method C1702.

9.1.9 *Sulfate Resistance*—Test Method C452 (sulfate expansion).

9.1.10 *Time of Setting by Gilmore Needles*—Test Method C266.

9.1.11 *Fineness by Turbidimeter*—Test Method C115.

9.1.12 *Calcium Sulfate (Expansion of Mortar)*—Test Method C1038.

10. Inspection

10.1 Inspection of the material shall be made as agreed upon between the purchaser and the seller as part of the purchase contract.

11. Rejection

11.1 The cement shall be rejected if it fails to meet any of the requirements of this specification.

11.2 At the option of the purchaser, retest, before using, cement remaining in bulk storage for more than six months or cement in bags in local storage in the custody of a vendor for more than three months after completion of tests and reject the cement if it fails to conform to any of the requirements of the specification. Cement so rejected shall be the responsibility of the owner of record at the time of resampling for retest.

11.3 Packages shall identify the mass contained in each weight. At the option of the purchaser, packages more than 2% below the mass marked thereon shall be rejected and if the average mass of packages in any shipment, as shown in determining the mass of 50 packages selected at random, is less than that marked on the packages, the entire shipment shall be rejected.

12. Manufacturer's Statement

12.1 At the request of the purchaser, the manufacturer shall state in writing the nature, amount, and identity of any



an air-entraining addition and of any processing addition used, and also, if requested, shall supply test data showing compliance of such air-entraining addition with Specification C1206 and of such processing addition with Specification C165.

12.2 When limestone is used, the manufacturer shall state in writing the amount thereof and, if requested by the purchaser, shall supply comparative test data on chemical and physical properties of the cement with and without the limestone (see Note 7). The comparative tests do not supersede the normal testing to confirm that the cement meets chemical and physical requirements of this standard. The amount of limestone in cement shall be determined in accordance with Annex A.1.

Note 7—Comparative test data may be from qualification tests performed by the manufacturer during formulation of the cement with limestone.

12.3 At the request of the purchaser, the manufacturer shall report the chloride content as determined using Test Methods C114, C115, or C116, in percent by mass of the cement, in the manufacturer's report (see Note 8).

Note 8—Chlorides in concrete come from multiple ingredients and cement chloride content may be required to estimate concrete chloride content. Requirements for concrete chloride content are provided in building codes and other documents.

13. Packaging and Package Marking

13.1 When the cement is delivered in packages, the words "Portland Cement," the type of cement, the name and brand of the manufacturer, and the mass of the cement contained therein shall be plainly marked on each package. When the cement is

an air-entraining type, the words "air-entraining" shall be plainly marked on each package. Similar information shall be provided in the shipping documents accompanying the shipment of packaged or bulk cement. All packages shall be in good condition at the time of inspection.

Note 9—With the change to SI units, it is desirable to establish a standard SI package for portland cements. To that end 42 kg (92.6 lb) provides a convenient, even-numbered mass reasonably similar to the traditional 94-lb (42.6-kg) package.

14. Storage

14.1 The cement shall be stored in such a manner as to permit easy access for proper inspection and identification of each shipment, and in a suitable weather-tight building that will protect the cement from dampness and minimize warehouse set.

15. Manufacturer's Certification

15.1 Upon request of the purchaser in the contract or order, a manufacturer's report shall be furnished at the time of shipment stating the results of tests made on samples of the material taken during production or transfer and certifying that the cement conforms to applicable requirements of this specification.

Note 10—Guidance on preparing the manufacturer's report is provided in Appendix X1.

16. Keywords

16.1 hydraulic cement; portland cement; specification

ANNEXES

(Mandatory Information)

A1. CALCULATION OF POTENTIAL CEMENT PHASE COMPOSITION

A1.1 All values calculated as described in this annex shall be rounded according to Practice E29. When evaluating conformance to a specification, round values to the same number of places as the corresponding table entry before making comparisons. The expressing of chemical formulas by means of calculated assumed phases does not necessarily mean that the oxides are actually or entirely present as such phases.

A1.2 When expressing phases, C = CaO, S = SiO₂, A = Al₂O₃, F = Fe₂O₃. For example, C₃A = 3CaO·Al₂O₃. Titanium dioxide and phosphorus pentoxide (TiO₂ and P₂O₅) shall not be included with the Al₂O₃ content. See Note A1.1.

Note A1.1—When comparing oxide analyses and calculated phases from different sources or from different historic times, be aware that they may not have been reported on exactly the same basis. Chemical data obtained by Reference and Alternate Test Methods of Test Methods C114 (wet chemistry) may include titania and phosphorus as alumina unless proper correction has been made (see Test Methods C114), while data obtained by rapid instrumental methods usually do not. This can result in small differences in the calculated phases. Such differences are usually

within the precision of the analytical methods, even when the methods are properly qualified under the requirements of Test Methods C114.

A1.3 When the ratio of percentages of aluminum oxide to ferric oxide is 0.64 or more, the percentages of tricalcium silicate, dicalcium silicate, tricalcium aluminate, and tetra-calcium aluminoferrite shall be calculated from the chemical analysis as follows:

$$\begin{aligned} \text{Tricalcium silicate (C}_3\text{S)} &= (4.071 \times \% \text{ CaO}) - (7.606 \times \% \text{ SiO}_2) \\ &\quad - (6.718 \times \% \text{ Al}_2\text{O}_3) - (1.450 \times \% \text{ Fe}_2\text{O}_3) - (2.852 \times \% \text{ SO}_3) \end{aligned} \quad \text{[A1.3.1]}$$

$$\text{Dicalcium silicate (C}_2\text{S)} = (2.867 \times \% \text{ SiO}_2) - (0.7544 \times \% \text{ C}_3\text{S}) \quad \text{[A1.3.2]}$$

$$\text{Tricalcium aluminate (C}_3\text{A)} = (2.656 \times \% \text{ Al}_2\text{O}_3) - (1.197 \times \% \text{ Fe}_2\text{O}_3) \quad \text{[A1.3.3]}$$

$$\text{Tetra-calcium aluminoferrite (C}_4\text{AF)} = 3.643 \times \% \text{ Fe}_2\text{O}_3$$

A1.3.1 When the alumina-ferric oxide ratio is less than 0.64, a calcium aluminoferrite solid solution (expressed as

GENERAL REQUIREMENTS/ INSTRUCTIONS

S. No.	Description
1	<p><u>TERMS & DATE OF DELIVERY</u></p> <p>a. This Contract shall be valid from Date of Signing till 30 June 2025 and can be further extended upon mutual consent.</p> <p>b. Seller is responsible for delivering the goods to the named place in the country of buyer on FOR basis, and pays all costs in bringing the goods to the destination including import duties and taxes. The supplier is responsible for unloading.</p> <p>c. Required stores should be recently manufactured/fresh batch and preferably may not be older than 01 Month at the time of delivery.</p> <p>d. 100% contracted stores are to be delivered within 02 month of signing of contract as per quality and approved standard at consignee warehouse.</p> <p>e. Part supply and part payment is allowed.</p> <p>f. Only manufacturer of Cement OPC/SRC having PSQCA certificate be allowed to participate in bidding</p> <p>g. Suppliers (middleman) are not allowed to participate in tendering.</p>
2	<p><u>PAYMENT TERMS</u></p> <p>100% Contract value of the stores shall be paid by CMA DP Rawalpindi to suppliers. The amount shall be claimed direct from CMA DP Rawalpindi on production of the following documents, under a covering letter, a copy of which shall be endorsed to DP (Navy).</p> <ol style="list-style-type: none">(1) Bill Form (DP-5/in lieu thereof duplicate) duly completed.(2) Supplier's delivery challan duly receipt by the consignee.(3) Proof of registration with sales tax department (copy of registration certificate).(4) Invoice showing description/quantity/value of the goods and correct amount of sales tax leviable thereon.(5) Copy of warranty, DPL-15.(6) Copy of CRV issued by consignee.
3	<p><u>ADDITIONAL PURCHASE</u></p> <p>Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the stores at the cost by calculating inflation rate/appreciation or depreciation rate announced by Government of supplier's country. The supplier may however sell stores at a lower cost.</p>

4	<p><u>COMPENSATION ON BRECH OF CONTRACT</u></p> <p>If the contractor fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.</p>
5	<p><u>SECRECY</u></p> <p>a. The contractor shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act- 1923 in addition to termination of the contract at the risk of Supplier.</p> <p>b. In this regard Non Disclosure Agreement (NDA) as per format at Appendix II is to be signed by the firm at the time of signing of contract.</p>
6	<p><u>COURT OF JURISDICTION</u></p> <p>All disputes arising in connection with this contract shall be sorted out through mutual discussion. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Islamabad shall be the Court of Jurisdiction for any dispute relating to this contract for adjudication.</p>
7	<p><u>ARBITRATION</u></p> <p>Parties shall make their attempt that all disputes arising under this contract shall be settled through discussions in good faith. In the event that either party shall perceive such 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 to refer the dispute(s) to final and binding arbitration as provided below:</p> <p>a. The dispute shall be referred to Secy (DP) for his decision.</p> <p>b. The venue of arbitration shall be the place as the purchaser at his discretion may determine.</p> <p>c. Decision of Secy (DP) shall be final and binding on both the parties.</p> <p>d. In the course of arbitration, the contract shall be continuously be executed except that part which is under arbitration.</p> <p>e. All proceedings under this clause shall be conducted in English language and in writing.</p>

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

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

(2). Test certificate issued by third party lab as per ASTM C150/C150M-18

b. Photocopies of documentation will not be accepted.

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ADDITIONAL INSTRUCTIONS

Certificate of Conformance by OEM

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

OEM's CoC must have following information:

- (1). Part/Pattern No. Of equipment.
- (2). Date/Period of manufacturing.
- (3). S.No of batch No/Lot No should be embossed engraved on the equipment.
- (4). OEM test certificate/FSTs /Certification/approval.
- (5). Description of store along with Quantity.
- (6). Manufacture Identification (Name Address and contract No).
- (7). Details of third party testing authority (if their services used).
- (8). List of safety / Regulatory standards / specification quoted in the contract.
- (9). Conformance to standard / specification quoted in the contract.

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

Inspection

c. Prior delivery of contracted stores, the firm/supplier will ensure testing of the same through third party lab as per ASTM C150/C150M-18, at her own expense.

d. Inspection with regard to quantity, weight and documentation pertaining to certification will be carried out at firm's premises prior delivery of stores

e. Inspection Authority: CMES (NAVY) COMKAR

f. Inspection Officer: Any Officer deputed by CMES (N) COMKAR.

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

	<p>h. Upon clearance of inspection at firm's premises, the inspection Officer and supplier's rep will sign the joint inspection Performa.</p> <p><u>Checking of Stores at Consignee's End</u></p> <p>i. All stores will be checked at consignee's end in the presence of supplier's representative. If for the reasons of economy or any other reason, the supplier decided not to nominate his representative for such checking, an advance written notice to this effect will be given by the supplier to the consignee prior to or immediately on shipment of stores. In such an event, the supplier will clearly undertake that the decision of consignee with regard to quantities and description of consignment will be taken as final and discrepancy found will be accordingly made up by supplier. Consignee's report on checking of store will be binding on the supplier in such cases.</p>
15	<p><u>ACCEPTANCE/ INSPECTION CRITERIA</u></p> <p>The final acceptance certificate will be signed by CMES (N) COMKAR within 01 week, only after conformity of ASTM standards of all stores.</p>
16	<p><u>PRICE VARIATION</u></p> <p>Prices offered will be firm and final.</p>
17	<p><u>RISK PURCHASE</u></p> <p>In the event of failure on the part of supplier with the contractual obligations, the contract is liable to be cancelled at the risk and expense of the supplier in accordance with DPP & I-35 (Revised-2023). The purchaser shall be entitled to receive back all advance payments made by him and will have the right to purchase the stores of similar or equivalent specification from elsewhere. In such a case the price difference (if any over and above the Net value of the contract) shall be paid by the firm. i.e Risk & Expense amount.</p>
18	<p><u>LIQUIDATED DAMAGES</u></p> <p>Liquidated Damages upto 2% but not less than 01% per month or a part of month are liable to be imposed on the suppliers by the purchaser in accordance with DPP&I-35 (Revised 2023), if the stores/ services supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value of store delivered late.</p>
19	<p><u>FORCE MAJEURE</u></p> <p>a. The Parties will not be held responsible for any non-fulfilment or delay in carrying out the contractual obligations due to an event of Force Majeure such as acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic diseases), War (military actions, subversive activities or sabotages), riots, civil commotion, strike, lockouts, prohibitive measures of government (prohibition of trade relations with certain countries as a result of UN sanctions etc) directly affecting the parties and any event or circumstances on which the parties has no control.</p> <p>b. To be deemed force-majeure, the said events should be of</p>

extraordinary, unpredictable and unavoidable nature, and occur after the contract comes into force and be beyond the control of the Parties.

c. Should be force-majeure circumstances occur, the suffering party must notify in writing the other party within 30 (thirty) days from occurrence thereof. The notice should contain information about the nature of the circumstances and, if possible, an evaluation or estimate of their probable impact upon performance of obligations under the contract, as well as the time required for such performance.

d. Upon termination of the above-mentioned circumstances, the suffered party should promptly give a relevant written notice to the other party. The notice should specify the time within which performance of obligations under the contract is being suggested.

e. Within reasonable time, the party exposed to force-majeure should transfer to the other party a certificate issued by the legal authorities as evidence of occurrence of the force-majeure situation.

f. Should the force-majeure situation occur, the timing of performance by the parties of their respective obligations under the contract shall be extended adequately by adding on the duration of such circumstances and consequences thereof.

g. Should the force-majeure circumstances continue for more than consecutive 60 (sixty) days, the parties shall negotiate and coordinate appropriate measures needed to perform their respective obligations under the contract. If duration of such circumstances exceeds 6 (six) months and the parties fail to agree on further coordinated measures to perform their respective obligations, the Contracting Party (Purchaser) shall have the right to terminate the contract, whether partially or wholly, free of any subsequent claims, by sending a written termination notice to the other party (Seller).

h. The Purchaser may not claim LD in relation to delays in delivery, provided that such delays have been caused by occurrence of a force-majeure event.

i. Delay in obtaining the export licenses, permits, and/or third-party certificate may not be counted as Force Majeure.

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TERMINATION

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

b. For reminder of the undelivered stores/ goods/ services the purchaser may elect either:

(1) To have any part thereof completed and take the

	<p>delivery thereof at the contract price or.</p> <p>(2) To cancel the remaining quantity and pay to the supplier for the articles or sub-components or raw materials purchased by the supplier that are in the actual process of manufacturer at the price to be determined by the purchaser. In such a case materials in the process of manufacture shall be delivered by the supplier to the purchaser.</p> <p>(3) No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is received.</p> <p>c. Should the supplier fail to deliver stores/ goods/ services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/ cancel the contract fully or any part thereof at the risk and expense (RE) of the supplier.</p> <p>d. In case requirement of stores do not exist/supply order is not raised within DP of contract, contract shall be automatically considered closed on termination of its delivery period.</p>
21	<p><u>CRITERIA FOR COMPLIANCE TO PRESCRIBED STANDARDS</u></p> <p>Compliance to ASTM Standards can be established by furnishing PSQCA Certification or as deemed suitable by TSR Committee. TSR committee reserves the right to technically accept or reject the bid.</p>
22	<p><u>PREQUALIFICATION CRITERIA</u></p> <p>a. Only manufacturer of Cement OPC/SRC having PSQCA certificate to conform to ASTM standard's be allowed to participate in bidding</p> <p>b. Suppliers are not allowed to participate in tendering process.</p> <p>c. Firms enlisted with E-in-C's Branch may be given priority in the tendering process.</p>
23	<p><u>TECHNICAL SCRUTINY</u></p> <p>Technical scrutiny of quotations forwarded by the bidders will be carried out by a committee nominated by NHQ. In case of non-compliance to ASTM standards, offer is subject to technical rejection.</p>
24	<p><u>COUNTRY OF ORIGIN</u></p> <p>PAKISTAN</p>
25	<p><u>END USER</u></p> <p>CDS (N) KARACHI</p>
26	<p><u>DISTRIBUTION OF CONTRACT</u></p> <p>Copies of the contract are to be forwarded to DE&CW , DCM (NHQ), HQs DW&CE, CMES (N) COMKAR and CDS (N) KARACHI</p>

27	<u>CONSIGNEE</u> CMES (N) COMKAR CDS (N) KARACHI
28	<u>LIKELY SUPPLIERS</u> M/s Lucky Cement 6-A MAHS Hashim Tabba Street Karachi-75350 Tele:021-37130123 Fax: 021-34534302 M/s DG Khan Cement Nishat House, 53-A Lawrence Road, Lahore Tele : 042-111-113-333 Fax : 042-36367414 M/s Deewan Cement D-32, south Avenue S.I.T.E, Karachi Tele : 021-2412332 Fax : 021-2577452 M/s Fauji Cement Marketing Head office AWT Plaza 4 th Floor the Mall Road, Rawalpindi 051-92719498

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

Contract No. _____ DATE _____

Contract Value (Specify Value in Currency)

Contract Title _____ for Pakistan Navy

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

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

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

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

 [The Purchaser]

 [The Supplier]

UNDERTAKING/ NON- DISCLOSURE CERTIFICATE

1. _____
(Name & Appointment)

on behalf of _____
(Name for Firm/ Contractor)

(With address and Telephone number)

2. Do hereby submit an undertaking 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

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

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

CEO Name _____ & CNIC _____ (Compulsory)

Contact Person Name _____

Contact Number (Landline _____) (Mobile _____)

Documents to be Attached with Quotation

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

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

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

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

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

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

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 style="text-align: center;"><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p style="text-align: center;"><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 style="text-align: center;"><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p style="text-align: center;"><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>Understood
agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p style="text-align: center;"><input type="checkbox"/></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>Understood
agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p style="text-align: center;"><input type="checkbox"/></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 style="text-align: center;"><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p style="text-align: center;"><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 style="text-align: center;"><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p style="text-align: center;"><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>Understood
agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> | <p>Understood
not agreed</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>a. Proof of firm's financial capability.</p> | <p style="text-align: center;"><input type="checkbox"/></p> | <p style="text-align: center;"><input type="checkbox"/></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>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 style="text-align: center;"><input type="checkbox"/></p> | <p>Not
Attached</p> <p style="text-align: center;"><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/
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16. **Inspection Authority.** CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DP-35 and PP & I (Revised 2017) or as per terms of the contract.

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 data-bbox="1365 306 1419 359" type="checkbox"/> | <p>Understood
not agreed</p> <input data-bbox="1507 306 1560 359" 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 data-bbox="1344 489 1398 541" type="checkbox"/> | <p>Understood
not agreed</p> <input data-bbox="1490 499 1544 552" 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 data-bbox="1365 800 1419 852" type="checkbox"/> | <p>Understood
not agreed</p> <input data-bbox="1511 800 1565 852" 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 data-bbox="1365 1003 1419 1056" type="checkbox"/> | <p>Understood
not agreed</p> <input data-bbox="1511 1003 1565 1056" 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)

CHECK OFF LIST

Tender Control No: 340

Firm Name: M/s

Opening Date:

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

Sig