

Tender Covering Form
Directorate of Procurement (Navy)
Through Bahria Gate

Contact: Reception 051-9262311, Bahria Gate 0331-5540649,
Section: 051-9262314 Email: adpn33@paknavy.gov.pk

P-33/FOR Section (Contact: 051-9262314)

Tender No and Date R2312330192

Tender Description SUGAR

IT Opening Date 18/04/2024

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

Contact Person _____

Contact Number (Landline _____) (Mobile _____)

Document 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:

<u>Sealed Envelop 1 – Technical Offer in Duplicate</u>			
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			
S No	Document	Original Set	Copy Set
1	Bank Challan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))		
2	DP-1 Form of IT with tick mark against each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initiated on each page		
4	Annex A of IT duly filled (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filled & Signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	DRAP registration letter (in case of medical)		
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	Firms Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	
3	Duly filled DP-2 Form of IT	01 x Original	

Firms Declaration

It is certified that we have submitted tender in compliance with above instructions and we understand

Firm's Authorized Signatures _____

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential Complex

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262314

Email: adpn33@paknavy.gov.pk

M/s _____

Dated :

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madem,

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

2 Caution: This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms and 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 2019) (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.

Understood
agreed Understood
not agreed

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 hose contained in Defence Purchase Procedure and Instructions and DPP&I-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood
agreed Understood
not agreed

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

a Commercial Offer: The commercial offer will be in single copy 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.

Understood agreed Understood not agreed

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 offers 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 of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address

of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

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 technical 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
	<input type="checkbox"/>	<input type="checkbox"/>

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

Directorate of Procurement (Navy)

Through Bahria Gate
Near SNIDS Centre,
Naval Residential

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262314

Email: adpn33@paknavy.gov.pk

5 Date and Time For Receipt of Tender. Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468 well before the opening date / time.

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

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 and 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
	<input type="checkbox"/>	<input type="checkbox"/>

7. Validity of Offer.

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

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

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.

8 Part Bid Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

Understood
agreed

Understood
not agreed

9 Quoting of Rates. Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firms Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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 firms name from our future distribution list of invitation to tender.

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.

c. It is a standard practice to invite all firm(s) including those unregistered 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.

11. Withdrawal of Offer. Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

a. Proof of firms financial capability.

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

c. Principal/Agency Agreement.

d. Registration with DGDP (Provisional Registration is mandatory)

13. Treasury Challan.

Understood
agreed

Understood
not agreed

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

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

14. Earnest Money/Tender Bond: Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

Understood
agreed

Understood
not agreed

a. Submitting improper Earnest Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.

b. Rates for Contract. The rate of earnest money and its maximum ceil 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 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

(iii) Unregistered/not Pre-Qualified/Un-indexed 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

c. 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:-

Understood
agreed

Understood
not agreed

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.r	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
g	Photocopy of NTN	Photocopy of passport
h	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

16. Inspection Authority. CINS, Joint Inspection will be carried out by INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of the contract.

Understood agreed Understood not agreed

17. Condition of Stores. Brand new stores will be accepted on Firms 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
 - (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.

2 0 . Rejection of Stores/Services. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan 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

2 1 . 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 and 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

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 Pakistans Code of Criminal Procedure.

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Respective Section Tel: 051-9271468 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.

2 2 . Correspondence. All correspondence will be addressed to the Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of delivery receipt may be addressed to CMA Rawalpindi and Consignee respectively with copy endorsed to the DP (Navy).

Understood agreed Understood not agreed

2 3 . 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.

Understood
agreed

Understood
not agreed

- 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.
- 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.

Understood
agreed

Understood
not agreed

- 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 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

Understood
agreed

Understood
not agreed

30. Liquidated Damages(LD). Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DPP & I-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 DPP & I-35.

Understood
agreed

Understood
not agreed

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.

Understood
agreed

Understood
not agreed

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.

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.

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

35. Rights Reserved. Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1).

Understood
agreed

Understood
not agreed

36. Application of Official Secrets Act, 1923. All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

Understood
agreed

Understood
not agreed

37. Acknowledgment. Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. WWW.PPRA.ORG.P
K

Understood agreed Understood not agreed

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

Understood agreed Understood not agreed

- a. Received later than appointed/fixed date and time.
- b. Offers are found conditional or incomplete in any respect.
- c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
- d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
- e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- f. Treasury challan is NOT attached with the technical offer.
- g. Multiple rates are quoted against one item.
- h. Manufacturers relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- i. Subject to restriction of export license.
- j. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
- k. If the validity of the agency agreement is expired.
- l. The commercial offer against FOB/CIF/CandF tender is quoted in local currency and vice versa.
- m. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- n. Earnest money is not provided.
- o. Earnest Money is not provided with the technical offer (or as specified).
- p. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- q. Offer made through Fax/E-mail/Cable/Telex.
- r. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- s. If OEM and principal name and complete address is not mentioned.
- t. 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	Cetegary of Appeal	Limitation Period
a	Appeals for liquidated damages	Within 30 days decision
b	Appeals for reinstatement of contracts	Within 30 days decision
c	Appeals for risk and expense amount	Within 30 days decision
d	Appeals for rejection of stores	Within 30 days decision
e	Appeals in all other Cases	Within 30 days 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 ww.dgdp.gov.pk. These firms can participate in tender iaw paras 12 and 14 above

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 and 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 and 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.

Understood
agreed

Understood
not agreed

45. Format of DPL-15 (warranty form) and PBG are enclosed as Annex A and B.

Understood
agreed

Understood
not agreed

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

INVITATION TO TENDER FORM

1 Schedule to Tender No. K/447670\R2312330192. This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:01 Hours on 2024-04-18 11:00:00.0 Please drop tender in the Tender Box No. 203

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 and stamped. Same are available at www.ppra.org.pk

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	8925500000451 SUGAR Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	800000.0 Kilogram		
Above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes		No
Grand Total				

Terms and Conditions

1. Terms of Payment As per Annex B
2. Origin of OEM INDIGENOUS
3. Origin of Stores INDIGENOUS
4. Technical Scrutiny Report Required
5. Delivery Period 01 July 2024 to 30 June 2025
6. Currency PAK RUPEES
7. Basis for acceptance FOR
8. Bid validity The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
9. Tendering procedure Single Stage - Two Envelopes
bidding procedure will be followed . PPRA Rule 36 refers.

10. Earnest Money/Tender Bond

Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer. Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

a . Submitting improper Earnest Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.

b . Rates for Contract. The rate of earnest money and its maximum ceil 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 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

(iii) Unregistered/not Pre-Qualified/Un-indexed 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

c . 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).

13. Special Note.

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

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.
- b. 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.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. 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 Taxpayers list is submitted alongwith payment documents.
- e. 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.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order 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. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- i. 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 & C duly signed and stamped by firm authorized rep is to provide for technical scrutiny.
- j. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

Note: In case of failure to comply above instructions, Terms and conditions, offer will liable for rejection.

SPECIFICATIONS OF SUGAR**1. Specifications of Sugar.**

- a. Sugar shall be the colorless, odorless, crystalline product, obtained from the juice of the sugar cane.
- b. The product shall be dry clean and free from lumps, grits, rodents' hairs, excretes heavy metals, any colouring agent, chemicals additives and other objectionable matter.
- c. The product shall have a normal characteristic taste free from objectionable sensory characters, shall be fit for human consumption by all means and also suitable for its intended use.

2. Testing and Analysis: The product should conform to following:

S No	Parameter	Requirement
a.	Organoleptic	Fairly acceptable sensory attributes
b.	Polarization	99.5° min
c.	Moisture	0.5% max
d.	Ash	0.1% max
e.	Reducing sugar	0.05% max
f.	Extraneous matter	0.1% max
g.	Colour grade	ICUMSA 45 – 150
h.	Granulation	3% max may pass sieve 210 µm (US # 70)

3. Packing: The product shall be packed in single, sound, and food graded polythene (inside) polypropylene bags, which safeguard the nutritional, organoleptic and technological qualities of the product. The mouths of the bags shall be sewn by machine securely with strong 3 ply nylon/ cotton thread and properly fastened off. Each bag shall contain 50 or 25 kg net weight or as required through supply order.

4. Marking: The following particulars shall be marked on each bag.

- a. Item name.
- b. Date of packing.
- c. Net weight.
- d. Handling and storage instructions.
- e. Name and address of the firm/mill.
- f. Specially packed for Pakistan Navy.

5. Hygiene: The product shall be prepared, packed and stored in good hygienic premises in accordance with Pakistan Standards – GMP (PS 1825:1987, as revised) and Codex Alimentarius Commission's international code of practices and general principles of food hygiene (CAC/RCP1-1969, rev.4-2003).

6. Inspection: Site shall be open to inspection at any time, by a competent authority approved by Pakistan Navy. The inspection of firm and product will be carried out under guidelines obtained from following:

- a. Pakistan Standard for white sugar (PS 1822:2007, as revised).
- b. Pure Food Regulations 2018 (PFR 2018).
- c. Codex standard for sugar (CS 212-1999, as revised).

EVALUATION CRITERIA – SUGAR MANUFACTURERS

1. **Note:** Participating firms are to fill in the remarks in the evaluation criteria enclosed with the tender. Otherwise the bid will be considered incomplete and shall be rejected. PN team shall visit the manufacturers (bidders) site to verify the compliance for the under mentioned conditions. Firms qualifying in technical offer shall be eligible for commercial bidding process.

2. **Instructions:** Each column shall be filled by management or by a nominated suitable representative on behalf of the firm, with “C”, “PC”, or “NC” as deemed appropriate / valid

C=Complied

PC=partially Complied

NC=Not Complied

3. **Evaluation Criteria:**

S.NO	TECHNICAL CONDITIONS	REMARKS BY FIRM
a.	The firm shall possess HALAL, HACCP and all relevant ISO certification of its plant and product	
b.	Implementation of certifications in process shall be visible.	
c.	Details of certification body, copies of required certification (HACCP HALAL ISO, PSQCQA, Licensing Authority etc.) enclosed	
d.	Internal and external audits records. (Documents and records are to be presented to PN team during on-site visit.)	
e.	Staff shall be well-qualified and aware of company's quality policy.	
f.	Daily logs/ registers of various CCPs, CIP, COP & temperature monitoring are maintained. (Documents and records are to be presented to PN team during on-site visit.)	
g.	Storage and transportation conditions shall be suitable for the quality and shelf life of product by delaying oxidation of oil.	
h.	Regular medical of food handlers for any contagious disease shall be carried out from well-known hospital/medical services organization. (Documents and records are to be presented to PN team during on-site visit.)	
j.	Documentation and record of raw material inspection, training plan for worker and its implementation. (Documents and records are to be presented to PN team during on-site visit.)	
k.	Personnel hygiene of workers shall be satisfactory.	
l.	Workers on duty shall wear suitable and protective clothing and gears.	

m.	Environmental hygiene shall be satisfactory (cleanliness, fly proofing, ventilation of cross contamination, pest management etc.)	
n.	The floors at manufacturing site are of non-absorbent and washable/cleanable material cleaning shall be with food grade chemicals.	
p.	Machinery, lubricants, equipment & utensils shall be not-reactant and food graded.	
q.	Final product shall be free from any objectionable matter (aroma, flavour etc.) (Tender samples be provided by the firm).	
r.	Firms shall possess in house laboratory. Lab testing record approved by food technologist/ microbiologist/ chemist shown to PN team.	
s..	Counter testing from third party laboratory conducted. (Documents and records are to be presented to PN team during on-site visit.)	
t.	Handling procedure for infested material shall be i.a.w food safety rules and regulations	
u.	Firm capability to carry out milling/ grinding as per PN urgent requirement and monthly requirement in stipulated time frame	
v.	<p>PN team shall also under take the assessment of site in accordance with following standards:</p> <ul style="list-style-type: none"> i. Pakistan Standards –GMP (PS 1825:1827, as revised) ii. Codex Alimentarius Commissions international code of practices and general principles of food hygiene (CAC/RCP1-1969, rev4-2003) iii. Codex standard for Sugar (CS 152-1985, as revised) iv. Pakistan Standard for Sugar (PS 380:1964, as revised) v. Pure Food regulations 2018 (PFR 2018) <p>Site shall be open to inspection at any time, by a competent authority approved by Pakistan Navy.</p>	

General Requirements/Conditions

ANNEX 'B' TO
Indent No. K/447670

Indent Date. 2023-10-11 00:00

<u>S.No and Description</u>	<u>Firm's Reply</u> <u>(Compiled)</u> <u>Partially Compiled/</u> <u>Not Compiled</u>	<u>Reference to</u> <u>attached Firm's</u> <u>proposal/</u> <u>Brochure</u>
<p>1. COMPENSATION ON BREACH OF CONTRACT</p> <p>If the contractor fails to supply of contracted stores or contract is cancelled either on R&E or without R&E or contract become ineffective due to default of supplier or stores declared substandard 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 R&E 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 supplier in Government treasury in the currency of contract.</p>		
<p>2. CONTRACT COMPLETION CERTIFICATES</p> <p>Upon completion of all contractual obligations under this contract, the supplier shall submit a "No Demand Certificate" to the purchaser stating that no stores/ goods, supplies, services and payments are outstanding. Concurrently, the purchaser shall certify through a "No Objection Certificate" that the requirement placed by the purchaser as per terms and conditions set forth in this contract has been fulfilled. Specimen of contract completion certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the purchaser for onward return to the supplier</p>		
<p>3. TECHNICAL SCRUTINY</p> <p>Technical Scrutiny of Quotations forwarded By The bidder shall be carried out by the committee on technical evaluation criteria enclosed with this indent. TSR committee may visit the OEM premises at the invitation/expense of the supplier to evaluate the manufacturing/system's capabilities of the firm.</p> <p>Firms participating in the bid shall submit the tender sample for laboratory testing to confirm that product offered complying with PN specifications. Inspecting authority shall intimate charges for lab testing which will be submitted by participating firms in advance to the test. Firm failing to forward charges for lab test by the given date shall be considered rejected. sample size shall be minimum 500 grams, following samples are required:</p>		

<p>a. 03 samples for CINS. b. 01 sample for VSD.</p>		
<p>4. BIDDING PROCEDURE</p> <p>This tender shall be floated on Open Tender basis using Single Stage Two Envelope bidding procedure.</p>		
<p>5. AMENDMENT IN CONTRACT</p> <p>Amendment in the contract, if required shall be processed by procurement agency upon mutual agreement of both the parties.</p>		
<p>6. FORCE MAJEURE</p> <p>a. The supplier will not be held responsible for any delay occurring in supply of stores due to event of force Majeure such as acts of God, War, riots civil commotion, strike, lockouts, Act of foreign government and its agencies and disturbance directly affecting the supplier and events or circumstances on which the supplier has no control.</p> <p>b. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw Material for the manufacture of stores, or of export permit for the export of the contracted stores from the country of its origin, shall not constitute force majeure.</p> <p>c. 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 15 days from the start to force majeure events.</p> <p>d. The purchaser shall be entitled to conduct investigation into the cause of delay reported by suppliers.</p> <p>e. Where the delay was due to genuine force majeure event it shall extend the delivery for a period equal to the period in which such force majeure remains operative.</p> <p>f. Such extension in delivery period due to force majeure shall not entitle the supplier claim any extra cost from the purchaser.</p>		
<p>7. TERMINATION OF CONTRACT</p> <p>a. If 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 as per DPP & I-35(Revised 2019) 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.</p>		

<p>b. In the case of remainder of the undelivered stores/goods/materials, the purchaser may elect either.</p> <p>c. To have any part thereof completed and take the delivery thereof at the contract price or.</p> <p>d. 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 purchaser.</p> <p>e. 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>f. In case the supplier fail to deliver goods 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 at the risk and expense (R&E) of the supplier. This paras should be read in conjunction as per DPP&I-35(Revised 2019).</p>		
<p>8. DISCREPENCY</p> <p>The consignee shall render a discrepancy report within 15 days, of the receipt of stores. The quantities found short will be made good by the supplier free of cost.</p>		
<p>9. SUBLETTING</p> <p>The supplier shall be entirely responsible for the execution of the contract in all respect 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>		
<p>10. APPEAL AGAINST AWARD OF PUNISHMENT/ ADMINISTRATIVE ACTIONS:</p> <p>The firm(s) can appeal against any punitive action to the appropriate forum as specified at para 10,part IV of chapter XVIII of DPP&I-35(Revised 2019).</p>		
<p>11. LIQUIDATED DAMAGES</p> <p>Liquidated Damages upto 2% but not less than 1% per month or a part of a month for the period exceeding the original delivery period subject to the provision that the total liquidated damaged thus imposed will not exceed 10% of the total value of the stores delivered late in accordance with DPP & I-35 (Revised 2019).</p>		

<p>12. THE INTEGRITY PACT</p> <p>Integrity Pact duly signed by the supplier and purchaser is given at (Annex C). The principal/Supplier must strictly adhere to the provisions of this pact clause and any contravention in this regard would be dealt with severely, which may include (but not limited to) permanent blacklisting of the principal/supplier and/ or initiation of criminal proceedings against the persons/individuals involved in a court of law.</p>		
<p>13. SECURITY DEPOSIT/ PAY ORDER</p> <p>a. The firm shall furnish performance Bank Guarantee @ 10% of the value of the contract (excluding Taxes/Duties and freight/handling charges etc) in the shape of CDR/ Demand Draft/Pay Order from any scheduled Bank of Pakistan or an irrevocable unconditional Bank Guarantee from a scheduled Bank on a Judicial Stamp Paper of the value of Rs.100.00 as per prescribed format.</p> <p>b. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi.</p> <p>c. The Bank Guarantee shall be produced by the Supplier within 30 days from the date of signing of the contract and shall remain in force till 60 Days beyond the DP/ extended DP, stipulated in the contract or the warranty period of the store which so ever is later.</p> <p>d. 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.</p> <p>e. If delivery period is extended the Supplier shall arrange the extension of Bank Guarantee within 30 days after original delivery period to keep its validity always one year ahead of the extended delivery period.</p> <p>f. If the Supplier fails to produce the Bank Guarantee within the specified period the Purchaser can cancel the contract at the Risk and Expense of the Supplier.</p> <p>g. In the event of unsatisfactory performance or of any breach of terms of the contract, the Bank Guarantee shall be forfeited to the Government at the discretion of the purchaser`.</p> <p>h. On satisfactory performance of the contract, the Bank Guarantee will be returned to Purchaser by the CMA(DP) Rawalpindi on receipt of instructions from the purchaser i.e. Directorate of Procurement (Navy) Islamabad, for onward release to the firm.</p>		
<p>14. TERMS AND CONDITIONS FOR SUGAR</p>		

a. Firms participating in the bid shall submit the tender sample for laboratory testing to confirm that product offered complying with PN specifications. Contracting authority shall intimate charges for lab testing which will be submitted by participating firms in advance to the test. Firm failing to forward charges for lab test by the given date shall be considered rejected. Sample size shall be minimum 500 gm, following samples are required:

- i. 03 x samples for CINS
- ii. 01 x sample for VSD

b. Contract will be concluded with the Seller to provide Sugar to PN VSD at Karachi as per the instructions of Commanding Officer Victualling Stores Depot. An advance notice will be provided by VSD to the Seller for delivery of store, termed as Supply Order.

c. The supplier shall offer stores for CINS inspection once store is ready for inspection in all aspects, under intimation to VSD. Letter for inspection of stores by the firm shall be submitted well in time to avoid non-fulfillment of delivery date given by VSD/stated by the contract. The copy of offer letter should reach VSD while offering of stores. Supplier is bound to provide a third party Lab Test Report of the bulk supply to CINS along with challan.

d. The purchaser shall have the flexibility to extend the contract upto **03 x months** and also can order **15%** less or excess of total quantity contracted, from the seller at the contract price.

e. The consignee is not bound to lift the entire quantity.

f. Free delivery at the consignee ware-house. Unloading of the stores at VSD is the responsibility of the contractor. Delivery of goods in working hours only.

g. Part supply is allowed however, it should not be less than **18%** of the contracted quantity in case of CINS inspection.

h. The shelf life of the product shall not be less than **12 months** when offered to CINS inspection or delivered at VSD on DPL-15.

j. Delivery challan shall be handed over to VSD staff at the time of delivery of supplies.

k. In the case of any discrepancy in packing/invoice/bill and the weight/contents, it will be treated as fraud, for which, whole quantity supplied during the period will be

considered short supply. The damage will be dealt as per "Goods Contract Act" and "Sales of Goods Act" or as per existing laws. In the case of discrepancy in weight of item, decision of CO VSD will be firm, final and the same shall not be subject to arbitration.

l. Firms authorized representatives' names and particulars dealing with VSD shall be clearly mentioned.

m. CO VSD may order upto **25 %** of the contracted quantity against DPL-15 to meet the urgent/critical requirement, under intimation to CINS. CINS may draw random samples from the stores received by VSD against DPL-15, to ascertain the quality. After detailed laboratory analysis, suitable Price Reduction (PR) as authorized and justified may be applied by CINS due to minor deviation/non-conformance from the stated PN specifications. In case of major deviation/non-conformance, the stores may be rejected.

n. The inspection will be carried out by CINS on behalf of Pakistan Navy, his decision regarding acceptance or otherwise will be considered as final and will not be subjected to arbitration. Expense regarding inspection of stores for lab testing/ analysis will be borne by the supplier/seller and to be paid in advance.

p. In the case of non-acceptance of item, due to substandard quality, the supplier/seller shall offer the new stock within **10 days** from the time of rejection of the stores.

q. In the case of default by the supplier in re-supply of the item on a given date and unable to provide fresh stock within **10 days** from the time of rejection, the Purchaser reserves the right to cancel the contract on **R/E**.

r. In the case of any emergency/war, the supplier will be bound to meet the emergent requirement within **24 hrs** notice.

s. The consignee shall issue the delivery receipt and CRV for store to the supplier as early as possible but not later than 07 working days. A copy of delivery receipt is to be forwarded to DP(N).

t. Grace period of 21 days against schedule/first supply order is allowed and for subsequent supply orders 15 days grace period is allowed.

u. In the case of any loss/damage due to poor quality of packing by the seller, the supplier will be bound to replace the same with the fresh stock in proper packing on

<p>immediate basis or the Purchaser will have the right to deduct equivalent amount from the bill.</p> <p>v. Cancellation of contract of firm's R/E will be governed as per following:</p> <ul style="list-style-type: none"> i. 1st and 2nd rejection on supplier's expense. ii. On 3rd rejection contract cancellation be recommended. 		
<p>15. SECRECY (NON-DISCLOSURE AGREEMENT) NDA`</p> <p>The supplier(s) shall undertake as per Annex "E" that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacture of the stores, or to any press or agency not authorized by the 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>16. COUNTRY OF ORIGIN OF STORES</p> <p>INDIGENOUS</p>		
<p>17. PRICE REDUCTION</p> <p>a. In case the stores are found to be below the laid down/specific specification and re proposed to accepted by the inspector under deviation subject to certain prices reduction (PR) the relevant inspections note may be released and dispatched to the consignee.</p> <p>b. CMA (DP) will not clear the bills unless the price reduction (PR) aspect is finally decided upon by the competent authority (i.e CINS) with information to the procurement authority i.e DP (Navy).</p>		
<p>18. TERMS AND DATE OF DELIVERY</p> <p>a. Supply Order Base (SOB) contract for the period of one year w.e.f <u>01 July 2024 to 30 June 2025 and extendable up to 03 months.</u></p> <p>b. Incoterms 2020: DDP (Delivery Duty Paid)</p> <p>c. Consignee will issue Supply Orders on as and when required basis.</p> <p>d. Stores shall be offered within 15 days upon issuance of supply order for CINS inspection under intimation to VSD.</p>		

<p>e. Stores shall be delivered to consignee within 07 days after issuance of I-Note.</p> <p>f. Grace period: 21 days against 1st Schedule/Supply Order and 15 days against subsequent Schedule/Supply Order is allowed</p> <p>g. Part supply is allowed; however, minimum part supply should not be less than 15% of total contracted quantity in case of CINS inspection.</p> <p>h. Part Payment against Consignee's supply order is allowed.</p> <p>j. The Supply order should bear the Date of Delivery of the consignment including time allowed for inspection by CINS for Lab Report in DPP&I-35 (Revised. 2019).</p>		
<p>19. PRICE VARIATION</p> <p>Price in the schedule of stores of this contract are firm and final.</p>		
<p>20. CORRESPONDENCE`</p> <p>All correspondence should be addressed to the Purchaser in English language. However, correspondence on matters relating to inspection, inspection, receipt of stores etc, will remaining within the ambit of the contract clauses will be exchanged directly with VSD and CINS Karachi with information to the procurement authority i.e DP(N).</p>		
<p>21. PACKING</p> <p>Standard trade packing worthy of transportation by rail/road so as to ensure the arrival of the store at the Consignee's warehouse in undamaged condition. Any loss or damage incurred due to sub- standard packing will be made good by the Supplier free of cost.</p>		
<p>22. DELIVERY RECEIPT</p> <p>The consignee shall issue the Delivery Receipt and CRV of stores to the Supplier as early as possible, but not later than 15 days from the date of receipt of stores. A copy of the delivery receipt is to be forwarded to DP(Navy) and CNIS.</p>		
<p>23. TERMS OF PAYMENT</p> <p>100% Contract value of the stores against each supply order raised by consignee shall be paid by the CMA (DP) Rawalpindi to the 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> <p>a. Bill Form (DP-5 in duplicate) duly completed.</p>		

<p>b. Receipted copy of the Inspection Note.</p> <p>c. Supplier delivery challan duly receipted by the consignee.</p> <p>d. Proof of Registration with Sales Tax Department (Copy of Registration Certificate).</p> <p>e. Invoice showing description/quantity/value of the good and correct amount of Sales Tax leviable thereon.</p> <p>f. Copy of Warranty, DPL-15.</p> <p>g. Acceptance of BG letter by CMA (DP).</p> <p>h. Copy of CRV duly issued by Consignee.</p>		
<p>24. CHEKING OF STORES AT CONSIGNEE's END</p> <p>All stores will be checked at consignees end in the process of supplier representative. If for the reason of economy or any other reason, the supplier decide not to nominate his representative for such checking and 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 found will be accordingly made up by supplier. In all other cases the consignee immediately on receipt of stores will invite the Supplier to witness joint Inspection through registered mail or fax. If no response from the supplier is received within 15 days from issuance of letter of invitation, the consignee will have the right to proceed with the checking of stores will be binding on the supplier in such cases.</p>		
<p>25. DELIVERY/ACCEPTANCE ON DPL-15</p> <p>In case of direct delivery i.e on DPL-15, CO VSD may order 25% of contracted quantity against DPL- 15 to meet urgent/critical requirement, under intimation to CINS. CINS may draw random samples from the stores received by VSD against DPL-15 to ascertain quality. After detailed laboratory analysis, suitable price reduction (PR) as authorized may be applied by CINS for minor deviation/non- conformance from stated PN specification. In case of major deviation/non-conformance, the stores may be rejected.</p>		
<p>26. PURCHASE RIGHT</p> <p>The purchaser reserve the right of deletion, addition and cancellation of the contract of the part or full without assigning any reason whatever and without financial repercussion on either side within 21 days after the signing of contract. Such information will be passed to supplier on his legal address by the Purchaser through the fastest</p>		

<p>possible means i.e Telephone, Fax, Telegram and Email Etc. This right of the purchaser is based on the grace of 21 days permitted to the supplier for the delivery of the stores.</p>		
<p>27. ARBITRATION</p> <p>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 marking 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>The dispute shall 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 proceeding shall be held in Pakistan and under Pakistani Law.</p> <p>The venue of arbitration shall be the place from which the contract is issued or such other places as the purchaser at his discretion may determine.</p> <p>The arbitration award will be firm and final.</p> <p>In course of arbitration the contract shall be continuously be executed except that part which is under arbitration.</p> <p>All proceedings under this clause shall be conducted in English language and in writing.</p>		
<p>28. WARRANTY/GUARANTEE</p> <p>Stores will be accepted under warranty/ guarantee on Form DPL15 (sample format enclosed As Annex "D") In case the stores on inspection by the consignee or his nominee/representative are found to be not of good workmanship or not in strict conformity with the specification/description mentioned on the schedule of stores the supplier shall replace the rejected stores free of cost and without any obligation to the purchaser. Rejected stores will be removed from the consignee premises within a period to be specified by PN, failing which supplier shall be liable to pay sum to be fixed by the consignee as storage charges.</p>		
<p>29. INSPECTION</p> <p>Inspection Authority : CINS, 6, Liaquat Barracks, Karachi</p> <p>Inspecting Officer : CNIS or his authorized representative</p> <p>Place of Inspection : At Firm's premises</p>		

Cost of Laboratory Test Charges for testing of sample by CNIS through any laboratory shall be borne by the Supplier. In case of failure of payment of lab charges to CNIS, the cost of lab charges will be deducted from payment of firm through CMA (DP).

The contracted stores will be inspected (When required) and sample drawn by the Inspecting officer from the bulk offered by the firm. Samples to be drawn in accordance with the relevant specifications will be referred for Laboratory for testing whenever desired. The I/Note will be released accordingly. The whole procedure will have to be carried out in a total of 07 working days by the Inspection Authority.

The inspecting officer shall be informed 20 days in advance by the Supplier of the time and place where the goods are intended to be inspected. The inspecting authority has to make sure that the inspecting officer is at the inspection venue at the specified time and date utilizing Purchaser's resources. All such details including quantity etc are to be mentioned on firm's inspection challan. A copy of the same is to be forwarded to DP (Navy) and VSD as well.

Before tendering the stores for inspection by inspector, the supplier shall ensure by 100% check of stores to be rendered that all sub-standard stores are eliminated from the consignment and that the stores offered for inspection are strictly in accordance with the specifications.

Inspecting Officer will draw bulk representative samples from Bulk supplies for laboratory test/analysis. Bulk supplies are to be properly stocked in a separate bonded godown which would remain close/lock till reports on the sample taken from the bulk supplies are received from the labs and notified by the Inspecting Officer. If there is any delay in the inspection procedure by CNIS which should be completed within 15 working days, the impact of that delay will not be the responsibility of the Supplier.

If the B/R samples are found to be conforming to the contracted specifications, bulk stamping of the stores will be carried out simultaneously by the inspecting authority.

In case of non-acceptance of stores due to substandard quality, the supplier shall offer new stock within 15 days from the date the stores are rejected. In case of discrepancy with quantity supplied, the weight bridge certificate of the vehicle of supplies will be deemed as final.

CNIS shall make I/Note for the inspected stores available to the firm within 05 working days of the stamping date.

<p>CNIS verdict regarding rejection, acceptance, and deviation of stores offered involving price reduction shall be final and will not be subject to arbitration. However, the supplier in lieu of supporting documents can counter check/verify the same by an independent laboratory.</p>		
<p>30. DUTIES AND TAXES APPLICABLE</p> <p>The price given in the schedule of stores is inclusive of all kinds of duties and taxes. A breakdown of the duties and taxes is given separately in schedule of stores. The purchaser shall not be liable to reimburse duties and taxes on the contracted goods other than those as given by the supplier in the quoted rates. The payment of element of taxes and duties, which are included in quoted rates, will be made to the supplier only after production of proof of registration with sales tax department and sales tax invoice in original showing the contract No and value of goods of the respective department in case fresh taxes/ duties are levied by the Government, during the currency of the contract (i.e within the original DP) or if the existing rates are increased during the currency of the contract (i.e within original DP), the liability shall be of the Purchaser and the same shall be reimbursed by CMA (DP) to the Supplier at actual on production of documentary proof of its payment duly authenticated. For this purpose amendments in contract will not be required. In case of any subsequent decrease in existing or future duty for taxes by the Government during the currency of the contract, the liability shall be of the Supplier and the same shall be reimbursed by the Supplier to CMA (DP), Rawalpindi under intimation to the Purchaser.</p>		
<p>31. RISK PURCHASE</p> <p>In the event of failure on the part of supplier to comply with any of the contractual obligations the contract shall be cancelled at the firms risk and expense of the supplier in accordance with DPP & I- 35 (Revised 2019) the purchaser shall be entitled to receive back all advance payment made by him and shall have the right to purchase the store of similar or equivalent specification from elsewhere In such a case the price difference (if any over and above the Net LC value of this contract) shall be paid by supplier as risk purchase amount.</p>		
<p>32. COURT OF JURISDICTION</p> <p>All disputes arising in connection with this contract shall be sorted out through mutual Discussions.</p> <p>Unsettled issues may however be dealt with under the laws of Pakistan. The courts at Islamabad shall be the courts of Jurisdiction for any dispute relating to this contract for adjudication.</p>		
<p>33. INDEMNITY</p>		

<p>The supplier shall at time 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>		
34. SPECIFICATION/ TECHNICAL DATA As per ANNEX A		

DP-3

Tender No .R2312330192.....

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
Center, CDA Market
at Naval Residential Complex
Sector E-8, Islamabad
Tele : 051-9262314
Email : adpn33@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 day 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.....

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

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

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 Messers _____

(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)

AFFIDAVIT/UNDERTAKING
(WORTH RS, 100/- ON JUDICAL STAMP PAPER)

Mr _____ Authorized signatory/
Partner/MD of M/s _____, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry of Defence
Production, Rawalpindi that our firm M/s _____ has applied for registration
with Director General Defence Purchase (DGDP) duly completed all the documents required by
registration section on _____ (date) i,e before signing the contract. I certify that the above
mentioned statement is correct. In case it is detected on any stage that our firm has not applied
for registration with Director General Defence Purchase or statement given above is incorrect,
our firm will be liable for disciplinary action initiated (i,e debarring, the firm do business with
other Defence Establishment and Govt Agencies). I also accept that any disciplinary action
taken will not be challenged in any Court of Law.

Station: _____
Date: _____

Signature: _____
Name: _____
Appointment in Firm: _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

1. Name : _____
2. Father's Name : _____
3. Address (Residential) :

4. Designation in Firm :

5. CNIC : _____
(Attach Copy of CNIC)
6. NTN : _____
(Attach Copy of NTN)
7. Firm's Address :

8. Date of Establishment of Firm :

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

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