# Directorate of Procurement (Navy) Through Bahria Gate

# Near SNID Center, Naval Residential Complex, E-8, Islamabad Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section

1 SHIPLING	r No & Date			
	r Description			
IT Op	ening Date			
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Postal	Address			200
Email	Address for C	correspondence		
CEO	Name and C	CINC Number		(Compulsor
Conta	ct Person Nar	ne		
Conta	ct Number	(Landline	) (Mobile	1
		Attached with Quotation		
		proposal in a sealed envelope	s which shall coptain 03 v Se	holed
		tails given below:	S WINDER STIAL CONTAIN DO N OC	Juliou
CHIMICH	ops as per de	alls given below.		
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		ollowing documents as per this		
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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.

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# DIRECTORATE PROCUREMENT (NAVY)

	Tender No Directorate of Procurement (Navy) Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8. Islamabad Tele: 051-9262310 Email: dpn@paknavy.gov.pk	
M/s		
	Date	
INVITATION TO TENDER AND GE	NERAL INSTRUCTIONS	
Dear Sir / Madam,		
	tender for the supply of stores/equipment/ thed Schedule to Tender (Form DP-2).	
the successful bidder is governed by Rules-2004 and DPP&I-35 (Revised of contracts laid down by MoDP / Eupon you and your firm to first (www.ppra.org.pk) and DPP&I-35 (from DGDP Registration Cell on Phthe tender. If your firm / company pecapability, you must be registered or	subsequent contract agreement awarded to y the rules / conditions as laid down in PPRA 5 2019) covering general terms & conditions OGDP. As a potential bidder, it is incumbent acquaint yourself with PPRA Rules 2004 Revised 2017) (print copy may be obtained one No. 051-9270967 before participating in ossesses requisite technical as well financial or willing to register with DGDP to qualify for ade after security clearance and provision of intioned in Para 15 of this DP-1.	
I/T (Invitation to Tender) i.a.w PP entered into between the parties Directorate General Defence Pur accordance with the law of contract Purchase Procedure & Instructions	RA Rules 2004 shall mean the agreement site the 'Purchaser' and the 'Seller' on chase (DGDP) contract Form 'DP-19' in the Act, 1872 and those contained in Defence and DP-35 (Revised 2019) and other special en contract for the supply of Defence Stores /	Chidatalia (vit) age or
Delivery of Tender. The commercial offers are to be furnished.	tender documents covering technical and das under-	

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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	from broc Literature, q	The state of the s
c ; please tender due to highligh	d: C = Fully Comply, nust clearly identify when  Special Instruction be read point by po conditions should be non-acceptance o nted alongwith your obe rejected.	s their offer does no s. Tender docu int and understo e responded cle f tender condit	it meet or deviates iments and its ood properly be early. In case ions(s), the si	conditions may fore quoting. All of any deviation ame should be	Understand Einderstand half
d. if copy of in the I propos called to offers a propert indicate	Firms shall submit to commercial offer and T) and envelops clear of and the technical are to be enclosed in y sealed bearing the type of offer, nut offer both the envelo	nd two copies of arly marked 'Te- mercial offer will I offer will not in a separate cove the signature of mber and date	the technical chnical propose include rates of dicate the rate is and each er the bidder. E of IT and IT	I offer as asked al', 'Commercial of items/services s. Both types of nvelope shall be ach cover shall opening date.	Criderational Limite agreed size of

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 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. Tadpoord! FORM DP-1, DP-2, DP-3 and Questionnaires, Form DP-1, DP-2 Endered diffeed. perCaption. (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. The tender duly sealed will be addressed to the following -Directorate of Procurement (Navv) Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad Tete 051-9262310 Email: dpn@paknavy.gov.pk Date and Time For Receipt of Tender. Tender must reach this office by Indahad L Pallet Strivit nett der intel the date and time specified in the Schedule to Tender (Form DP-2) attached action This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No. 051-9262312 well before the opening date / time. Tender Opening. Tenders will be opened as mentioned in the schedule to distribute Lindon-Land. tender. Commercial offers will be opened at later stage if Technical Offer is found think distributed acceptable on examination by technical authorities of Service HQ. Date and time for opening of Commercial offer shall be intimated later. Only legitimate / registered representative of firm will be allowed to attend tender opening. Tenders received after date & time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004. 7 Validity of Offer. The validity period of quotations must be indicated and should transval Titlessissid. 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. The quoting firm will certify that in case of an additional I independed. Undependent emoon! not appeal requirement of the contract items (s) in any gty(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.

placed in one envelope (second cover) duly sealed and signed. This cover

store	TO THE RESIDENCE OF THE PARTY O	nderstand pand	Indexord an agreed
trick right Secu	Quoting of Rates. Only one rate will be quoted for entire quantity, item in case quoted rates are deliberately kept hidden or lumped together to other competitors for winning contract as lowest bidder, DP(N) reserves the to reject such offers on-spot besides confiscating firm's Earnest Money / Bid unity and take appropriate disciplinary action. Conversion rate of FE/LC ponents will be considered w.e.f. opening of commercial offer as per PPRA -30(2).	L'indensional agracial	Lederosod ani agred
10.	Return of I/T. ITs are to be handled as per following guidelines:		
	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	Understood agrand	Understood net appeal
	the interest of economy, will consider the exclusion of your firm's name from our future distribution list of invitation to tender.		
	<ul> <li>For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores</li> </ul>	Ladarared aprovi	I nderdrot net agreed
	do not quote / participate.		
	c. It is a standard practice to invite all firm(s) including those un- registered with DGDP who gave their preliminary budgetary/ technical	and the second second	Linderstone wit agreed
	proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.		
11. offer	Withdrawal of Offer. Firms shall not withdraw their commercial s before signing of the contract and within validity period of their offers. In	Linderstreed agreed	t interstoo net agreed
case	the firm withdraws its offer within validity period and before signing of the ract. Earnest Money of the firm shall be confiscated and disciplinary action also be initiated for embargo up to 01 year.		
12.	Provision of Documents in case of Contract. In case any firm a contract, it will deposit following documents before award of contract:	Lindenment agreed	Understant not agreed
******	Proof of firm's 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,		
	a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government	906968	Not Machin
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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.

- Firms, un-registered / un-indexed with DGDP (Registration Section) are to acquire prior approval from DP (Navy) to participate in the tender competition through formal application accompanied by Challan Form of Rs 300 in favour of CMA (DP)
- 14. <u>Earnest Money/Tender Bond:-</u> Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawaipindi for the following amounts:-

Son: Actuallies

MINISTRAL

- a. Rates for Contract. The rate of earnest money and its maximum ceiling for different categories of firms would be as under -
  - 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. 0.760 Million.
  - (iii) Unregistered/not Pre-Qualified/Un-indexed Firms 5% of the quoted value subject to maximum ceiling of Rs. 1 00 Million.
- b. Return of Earnest Money
  - 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).
- 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
а	Three filled copies of SVA-8121 of each member of management	Three filled copies of SVA-8121-D of each member of management.
ь.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
C.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d,	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form
f.	Bank Statement for last one year.	Financial standing/audit balance sheet
g.	Photocopy of NTN	Photocopy of passport

	h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement Trading House/ Exporter /Stockiest et	10000000000	e of pany/	
	Consig	nee & Specialist User or a team noming	nated by Pakistan Navy	CINS	Underswed agreed	Understand not agreed
A CONTRACTOR OF THE PARTY OF TH		contract				
17. Warr		dition of Stores. Brand new stor uarantee Form DPL-15 enclosed with o		n Firm's	Understood opini	Understood nat agreed
18. subn	THE RESERVE AND ADDRESS.	ments Required. Following docu	ments are required	to be	Understand agreed	Understood not agreed
	a Deak	OEM/Authorized Dealer/Agent C ership Evidence.	ertificate along with	OEM		
	of Co	gh courier. On receipt, CINS shall appropriate the conformance Certificates issued by OE OEM Conforming Certificates will be both Original quotation/Principal/OEM pro	M. Companies/firms re lacklisted			
		In case of bulk proforma invoice, a bulk proforma invoice have not bee proforma invoice from the manufacture	n decreased since the			
	ē.	Submit breakup of cost of stores/serv	vices on the following lis	nes:		
		(i) imported material with brea import duties. (ii) Variable business overheads by the federal/provincial government (1) General Sales Tax (2) Income Tax (3) Custom Duty. PCT correlated page is to be attached (4) Any other tax/duty. (iii) Fixed overhead charges like is (iv) Agent commission/profit, if any (v) Any other expenditure/cost/se for in the tender.	like taxes and duties i as applicable:- de along with photocop where applicable. abour, electricity etc.	mposed		
19. of co		ction of Stores/Services. The store		a result	Undermond agreed	Unserstood agrood

1<sup>st</sup> rejection on Govt expense a. 2<sup>rd</sup> rejection on supplier expense ь. 3<sup>re</sup> rejection contract cancellation will be initiated. C Security Deposit/Bank Guarantee. To ensure timely and correct 20. Tedermont. out address. 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 formation in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindl 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 38 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on email address given on page 1. Format of BG is enclosed at Annex B. There shall be "zero to'erance" against bribes, gifts, Integrity Pact. Distantant I objected net uposit. commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Following provisions must be clearly read & understood for strict compliance: Integrity Pact shall be applicable to all tenders / contracts I indicate oil not received 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 www.ppra.org.pk or available at can be requested dpn@paknavy.gov.pk If a Supplier / Contractor is found involved in any unbusiness-like / Independ distributed net arrest 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 It is strictly forbidden to socialize, call or meet any official / staff of Universal Understood 10000 with agreed. 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 through personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

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delive	Correspondence. All correspondence will be addressed to the haser i.e. DP (Navy). Correspondence with regard to payment or issue of ery receipt may be addressed to CMA Rawalpindi & Consignee respectively copy endorsed to the DP (Navy).		
OEN ment and Cont	Pre-shipment Inspection PN may send a team of officers including it member for the inspection of major equipments and machinery items at premises as per terms of contract. If not already provided for and bloned in the LT firm(s) must clarify the place, number of persons, duration whether expenses on such visits would be borne by the Purchaser or ractor. In case contractor is responsible for bearing such expenses, detailed known of the same should be given separately in the commercial offer.	t. referenced agreed	I nivestra not agreed
	Amendment to Contract. Contract may be amended/modified to include clause (s) modify the existing clauses with the mutual agreement by the lier and the purchaser; such modification shall form an integral part of the ract.	Enderwood appeal	Findaments (MIX agropes
cons	<u>Discrepancy</u> . The consignee will render a discrepancy report to all erned within 60 days after receipt of stores for discrepancies found in the ignment. The quantities found short are to be made good by the supplier, of cost.	Ordenstood agreed	Cridinals not agree
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.	Entire ed inpeed	Linderston and agrees
	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	Understand agreed	Enderstoon (ver agreed

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.
- 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	1 micros
under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient	Port agricul
progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and biding arbitration as provided below:	

- 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.
- The arbitration award shall be firm and final.
- In course of arbitration the contract shall be continuously be executed except that part which is under arbitration
- All proceedings under this clause shall be conducted in English language and in writing
- 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 s	suppliers by the purchaser in accordance with
DP	35, if the stores supplied after t	the expiry of the delivery date without any valid
rea	sons. Total value of LD shall no	t exceed 10% of the contract value

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actional	their agreement
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31. Risk Purchase. In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.		
32 Compensation Breach of Contract.  If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.		Endentoed and appeal
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.		i mideratived net agreed
34. <u>Termination of Contract.</u>		
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.	agricul	Laderstood nut agreed
<ul> <li>In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either.</li> </ul>		
(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.		

	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.		
	Rights Reserved, Directorate of Procurement (Navy), Rawalpinds rves full rights to accept or reject any or all offers including the lowest.	t sekretovič modod	t ndens is feet agrees
	ands for such rejections may be communicated to the bidder upon written est, but justification for grounds is not required as per PPRA Rule 33 (1).		
	Secrecy/Non-Disclosure Agreement (NDA). The Supplier shall intake as per attached Annex-C, that any information about the	Usderbi-di uncel	finlanderd nifiapsist
personautho Office	purchase of stores under this contract shall not be communicated to any on other than the manufacturer of the stores, or to any press or Agency not orized by DP(N) to receive it. Any breach of it shall be punishable under the ial Secrets Act. 1923 in addition to termination of the contract at the risk of supplier.		
37. from	Acknowledgment, Firms will send acknowledgement slips within 07 days the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk	Feddinal arout	Lindgrej-col met aproxid
38.	Disqualification. Offers are liable to be rejected if:-		
	Received later than appointed/fixed date and time.	t vidanisisa amont	I indonested
	<ul> <li>b. Offers are found conditional or incomplete in any respect.</li> <li>c. There is any deviation from the General /Special/Technical</li> </ul>		
	Instructions contained in this tender		
	<ul> <li>Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are</li> </ul>		STATE OF THE PARTY
	NOT received with the offers.  d. Taxes and duties freight/transportation and insurance charges.		
	d. Taxes and duties, freight/transportation and insurance charges. NOT indicated separately as per required price breakdown mentioned at		
	Para 17.		
	<ul> <li>Treasury challan is NOT attached with the offer.</li> </ul>		
	<ul> <li>Multiple rates are quoted against one item.</li> </ul>		
	<ul> <li>Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.</li> </ul>		
	j. Subject to restriction of export license.		
	k. Offers (commercial/technical) containing non-initialed/		
	unauthenticated amendments/corrections/overwriting.		
	If the validity of the agency agreement is expired.		
	rn. The commercial offer against FOB/CIF/C&F tender is quoted in		
	local currency and vice versa.		
	<ul> <li>Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.</li> </ul>		
	p. Earnest money is not provided.		
	<ul> <li>Earnest Money is not provided with the technical offer (or as specified).</li> </ul>		
	r. If validity of offer is not quoted as required in IT or made subject to		

confirmation later

Should the Supplier fail to deliver goods/services in time as per

If offer is found to be based on cartel action in connivance with other sources/ participants of the tender. If OEM and principal name and complete address is not mentioned. Original Principal Invoice is not attached with offer. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the unknown 39 1. independent decision of DP (N) or CINS or any other problematic area towards the execution agreed not agreed of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below: Limitation Period Category of Appeal Within 30 days of decision Appeals for liquidated damages a. b. Appeals for reinstatement of contracts Within 30 days of decision Appeals for risk & expense amount Within 30 days of decision C. Within 30 days of decision Appeals for rejection of stores d. Within 30 days of decision Appeals in all other Cases Undershold Untildretised Limitation. Any appeal received after the lapse of timelines given in para and 40 39 above shall not be entertained. For Firms not Registered with DGDP. Firms not registered with DGDP Unknown 41 functional form 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 law paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies. Firms which are not registered with DGDP should initiate provisional Listensed 42 Childrennod not agreed registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team: a NTN Income Tax Return b Sales Tax Return C Sales Tax Certificate d. Chamber of Commerce Industry Certificate C. Professional Tax Certificate (Excise & Taxation) f. Office/Home/Ware House Property documents g. Utility Bills (Phone/Electricity) h. Firm Vehicle/Personal Vehicle CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO k. DGDP Registration letter ī. Firm Bank Statement m. Non Black List Certificate n. 2 X Witness + CNIC and Mobile Numbers D. Police Verification q. Agency Agreement

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

5

	Z	Partnership Deed	
	aa.	Pvt Limited	
	ab.	Memorandum of Articles	
	ac.	Form 29 and Form A	
	ad	Incorporation Certificate	
	ed" sh	solemnly undertake that all IT clauses marked as "Understood 8 mail all not be changed / withdrawn after tender opening. The IT provisions that form the baseline for subsequent contract negotiations.	nderve-st.
	100 CO 100 CO		
44	The	above terms and conditions are confirmed in total for acceptance.	
44	500003		
	500003	above terms and conditions are confirmed in total for acceptance.  mat of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.	
44	500003	mat of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.	
44	500003		
44	500003	mat of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.	
44	500003	mat of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.  Sincerely yours,  (To be Signed by Officer Concerned)	
44	500003	mat of DPL-15 (warranty form) and PBG are enclosed as Annex A & B.  Sincerely yours,	

**OEM Certificate** 

ISO Certificate

9.

1.

# DPL-15 (WARRANTY)

FIRM'S NAME: M/s	
<ol> <li>We hereby guarantee that the artic contract are produced new in accordance and in all respect in accordance with the ter- used whether or not of our manufacture appropriate standard specifications, as al- complete of good workmanship throughout Karachi free of cost every article or part to defective or not within the limits and toleran- any way not in accordance with the terms of</li> </ol>	with approved drawings/specification rms of the contract, and the materials are in accordance with the latest so in accordance with the terms of and that we shall replace FOR/DDP thereof use or in use shall be found noe of specifications requirement or in
	defective stores free of cost within a
<ol> <li>This warranty shall remain valid for <u>Q</u></li> <li>by the end user</li> </ol>	1 Year after the acceptance of stores
The signature must be the same as that on the tender/contract, or if otherwise must be shown to be the	SIGNATURE

signature of a person capable of giving a guarantee on behalf of the contractor

# JUDICIAL STAMP PAPER OF RS. 100/- OR AS SUITABLE TO THE AMOUNT OF BG

(i)	Contract No.	dated
(ii)	Name of Firm/Contracto	OF .
(111)	Address of Firm/Contra	ctor
(iv)	Name of Guarantor	
(v)	Address of Guarantor	
(vi)	Amount of Guarantee R	S
	- Sustainant representations and accept	)
100	Count CAS (W) 1985	(in words)
(vii)	Date of expire of Guara	ntee
To:		mic Republic of Pakistan through the
Cont	troller of Military Accoun	its (Defence Purchase) Rawalpindi.
Sir.		September 1997 September 1997 State of the S
1.	Whereas your good self	have entered into Contract No.
		dated
	with Messer's	
	T1 (T1 (T1 (T1 (T1 (T1 (T1 (T1 (T1 (T1 (	ne and Address) customer and that one of the conditions of
custo	omer to your good self for	
rcupe	es/FE (as	applicable)
a.	undertake as under; -  To pay to you uncon	ditionally on demand and/or without any nd amount not exceeding the sum or Rs.  Rupees or FE (as applicable)
		as would be mentioned in your
waritte	n Demand Notice.	as would be mentioned in your
WALL TO LOCAL	ir Demand Notice.	
b	To keep this Guarantee	in force till
year store Custr if any unde the I there recei	ahead of the original/exters which so ever is later in omer i.e. M/s y must be duly received in this Bank Guarantee shall ast date of the validity after shall not be entertained of payment under the same of the same of the content of the payment of the same	Bank Guarantee shall be kept one clear nded delivery period or the warrantee of the duration on receipt of information from our or from your office. Claim, by us on or before this day. Our liability all cease on the closing of banking hours on of this Bank Guarantee. Claim received ned by whether you suffer a loss or not. On his guarantee, this document i.e. Bank colled discharged and returned to us

<ul> <li>d. That we shall inform your office of this Bank Guarantee one clear mon this Guarantee.</li> </ul>	regarding termination of the validity th before the actual expiry date of
e. That with the consent of our or term/clause of the contract or add/de contract without making any reference to receive any such amendment/altern such like actions do not increase our Guarantee which shall be limited on	to us. We do not reserve any right nation or addition/deletion provided monetary liability under this Bank
<ol> <li>That the Bank Guarantee herein by any change in the constitution of Vendor.</li> </ol>	before given shall not be affected the Bank or Customer/Seller or
g That this an unconditional B enchased on sight on presentation Customer/Seller or Vendor	lank Guarantee, which shall be n without any reference to our
	Guarantor
Dated:	
	(Bank Seal and Signatures)

# UNDERTAKING / NON - DISCLOSURE CERTIFICATE

<u></u>		
	(Name &	Appointment)
On	behalf of	
	(Name for firm /	Contractor)
_	(With address and Tel	(ephone number)
prov pen	Do hereby submit an under taking rets Act 1923 and conditions here visions on my part or any employee alty under law, will render immediate stings.	of the firm, in addition to any other
		SigStatus/ Appointment Place Date
1.	Signature of witness Name (in block capital CNIC No (Please attach photocopy) Address	Seal & Date
2,	Signature of witness	Seal & Date

# INVITATION TO TENDER FORM

- Schedule to Tender No <u>2490402/R-2408/340002</u> dated <u>12 Aug 24</u>. This tender will be closed for acceptance at <u>1030 Hours</u> and will be opened at <u>1100 Hours</u> on <u>03 Sep 24</u>. Please drop tender in the Tender Box No <u>204</u>.
- 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

DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	18% GST	FED	PRICE
Ordinary Portland Cement (OPC) For CDS (N) Islamabad	) 5000 M/Ton				b)
Specification: ASTM C150/C 150M-21			1	+	
Stores should be freshly manufact with at least 03 x months shelf life			Î		
NOTE	1	Ī	ī	j	
Stores required for CMES (N) islamabad and CDS (N) Islamaba	ad	l.		Ì	
Annexes			Ţi		
A. Technical specifications     B. General Requirements/ Instructions.					
Packing As per standard trade packing stand journey by Rail/Road and	to with	1		į	1
damages/piferage/breakage in and as per instruction of ins	transit				

# NOTE:

- Joint inspection to be carried out by rep of CINS, Consignees and CMES(N).
- Marking on the package must be legible. Packaging of fragile stores to be marked with appropriate international symbols.
- Firm will comply / confirm all above IT clauses 01 to 0.4-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.
- Firm will submit an Affidavit that the original Earnest money is attached with Commercial Offer in separate envelope and copy of the same is attached with Technical Offer.

Above mention (Please tick Yes	ed price includes 18% Sale Tax or No)	
Yes	No	7
Grand Total		

# **Terms & Conditions**

1	Special Instructions	N/A

Terms of Payment. 100% on Delivery of stores against each supply order and issuance of CRV.

Origin of Stores, Indigenous

(To be indicated in Technical Offer)

4. Origin of OEM. Local

(To be indicated in Technical Offer)

Technical Scrutiny Report. Required (Technical scrutiny of quotation will carried out by committee nominated by NHO).

6. Delivery Period. The Contract shell be valid from date of signing till

30 June 2025 and may be further extended upon mutual consent.

7. Currency. Pak Rupees

Basis for acceptance.
 FOR

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) Islamabad
   b. Inspection: Any Officer deputed by CMES(N)
   Islamabad as per Para-13(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

 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 cell 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.
- (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.

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

# ANNEX'A' TO Indent NO. 2390404

This international manifest has developed in accordance with internationally recognised principles as attacked between explicit as the Development of transmissional Humanitan and Recognised Recognised for the World Trade Organization Retained Recognised in Trade (TRT) Committee.



Designation: C150/C150M - 18

## Standard Specification for Portland Cement<sup>1</sup>

The waveful is smooth soler the total disciplance CONCLINE; the wester attraction inflowing the integration reflectes the state of original adaption on authorizing the potential the year of last trapper of A supersystem (at pulled as a substantial page of the trapper of A supersystem (at pulled as a substantial page of the trapper of the pulled as a substantial page of the trapper of the pulled as a substantial page of the trapper of the pulled as a substantial page of the pulled as a page of

#### 1. Scope"

- This specification covers ten type; of portland covers, as follows (see New 2):
- 1.1.1 Type I—For use when the special properties specified for any other type are set required.
- 1.1.2 Type IA—Air-extraining corners for the same uses as Type I, where air-eroramment is desired.
- 1.1.3 Type II-Por general use, more especially when moderate suffer resistance is desired.
- 1.4 Type RA—Air-contraining current for the same uses as Type R, where air-entrainment is desired.
- 1.1.5 Type (I(MH)—For general san, more impossibly when medicate host of hydration and moderate sulfate resistance are decired.
- 1.1.6. Type II(MH), where air-entraining centers for the same ways at Type II(MH), where air-entrainment is desired.
- 1.1.7 Tipe III-For one whom high early strongth in desired.
- 1.1.8 Type IIIA—Air-entralising corners for the same use as Type III, where air-executinment in desired
- 1.1.9 Type IV.-Per and when a low heat of hydronius is desired.
- 1.1.10 Type V-For one when high sulface resistance is also and

Now 1—Lastic venerate or sharganed with a combined type throutcoments of the indicated type I/O. indicating this the consent meets the requirements of the indicated types and is being riflered as sumable for we when other type is desired.

Nort 1—Content confiniting to the requirements for all types are no control in stock in across across to advance of specifying the use of corners order than Type 1, commente whether the proposed type of corners is, or can be made, available.

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

or by appropriate conversion, using the Roles for Conscrimiand Rounding given in H-FE/ANTM NI III, of measurement made in other units [or 53 units]. Vitters are stated in only 53 units when inch-pound units are not used in practice.

- 1.5 The text of this standard references notes and footness which provide explanatory numerial. These notes and footness (excluding those in tables and figures) shall not be considered as requirements of the standard.
- 1.4 This international standard was developed in accomdance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guide and Recomversions trained by the World Trade Organization Technical Barriers to Trade (TBT) Committee.

#### 2. Referenced Documents

- 2.1 ASTM Standards:2
- 433 Specification for Constrate Aggregates
- C51 Terminology Relating to Linic and Linicology (at 1949) by the Industry)
- Cirrior (OMA) Test Method for Compression Strength of Hydrautic Cement Morture (Jung 2-in or [Ki-mm] Cuto Specimens)
- C'11) Teo Methods for Chemical Analysis of Hydridic Cemen.
- CITY Test Medical for Financia of Portland Consent by the Techniquester
- C15) Test Method for Astroclave Papurson of Hodracki Control
- UB3 Practice for Yamping and the Amount of Texasq of Historiae Cement
- C183 Tast Method for Av Conson of Hydraelic Censon. Mortar
- C.19. Test Methods for Tune or Setting of Hydraute Certain by Virus Novile
- C204 Test Mathods for Pinerres of Hydrocia Cereco in Air-Permeability Apparatus
- C219 Terminology Relating to Hydradic Control

<sup>&</sup>quot;The spectament is under the psychology of ASTM Committee (VI to Execute each of the direct compressibility of temperatures (12) to ten Haltsofte Execute for Committee Compress Committees

Control edition agreemed April 1, 2008. Published April 2008. Estimate approved in 1946. Last previous edition agreemed in 2001 or COORCINES - 10, ITEL 10.1220020129, 001509-14

The advanced ANDM standards which the ANDM secrets, were assuring to contact ANDM Concerns however at terrorist after any line demand Book or ANDM Navigation tollates information, robe to the constant's Designating Secretary may relie ANDM section.

- C226 Specification for Air-Entraining Additions for Live in the Manufacture of Air Entraining Hydraulic Cornett
- 1266 Text Method for Vine of Setting of Hydradia-Cereon Paste by Gillming Needles-
- C451 Text Method for Early Stiffening of Hydradic Control Passe Mehode
- C452 Test Method for Peternial Expansion of Pentanti-Commit Martons Expressed to Sulfinte
- Citt's Spontington for Processing Additions for Use in the Manufacture of Hydraulic Cements
- 1364 Goods for Approximation of Optimum 505, in Hydralic Conem.
- C1000 Test Method for Expression of Hydrodic Century Mortar Buy Stored in Water
- C1702 Test Meshod for Measurement of Heat of Hydrature of Hydranic Comentitions Materials Using Inothermal Conduction Calerimetry
- 129 Practice for Using Significant Digits in Tox Data to Determine Conformance with Specifications
- IEEE/ASTM SE 10 American National Standard for Use at the International System of Units (SI): The Modern Meric

#### Terminology

3.1 Definition—See Terminology C219.

#### 4. Ordering Information

- 4.1. Orders for material under this specification shall include the fellowing:
  - 4.1.1 This specification number and date.
- 4.1.2 Type or types allowable. If on type is specified, Type I shall be supplied,

- 4.1.3 Any optional chemical requirements from Torre 1. at doneed, and
- 4.1.4 Any optional physical regorements from the desired

#### 5. Ingredients

- \$1. The sement severed by this specification stall and a to ingredients except as follows:
  - 5.1.1. Pentland corrent clinker:
- 5.1.2. Water or calcium vallete, or both. The annual state for much that the limits observe in the continuous property and hisson-ignation are not exceeded.
- 5.1.3 Limestone. The amount shall not be many stean 5.0 by maps such that the chemical and physical requirements this mindard are met tree Non- 1). The limestone, defined in Fernandogy ('5), shall be naturally occurring automost +). least 70 % by man of one or more of the whend from calcium carbonate. If ligrestope is used, the numberage signireport the amount week expressed as a percentage of convemass, as determined using Armin 12, plang with the soul. composition of the impation.
- Some Southin standard previous proving approval to secure assessment Fut disciplin require that intentions be un ingredient in the content. Commwithout private large rate on the specifical or the communities and a
- 5.1.4 faveganic processing additions. The amount while to not more than 5.0 % by mass of content. Not more than two exorganic processing addition shall be used at a time but amounts greater than 1.0%, they shall have been shown reset the requirements of Specifications is the for the unity and precuring addition in the amount wood or greater. It is inorganic processing addition is used, the manufacture set ."

TABLE 1 Standard Composition Regularments

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Magnesom cride (MyC); mex. N	C 194	6.6	4.5	6.0	4.00	4.0	
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See More 6. \* See Annue Alt. for extruteriors.

\* Not applicable. \* See Note b.

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TABLE 2 Optional Composition Pagairements\*

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See Note 2.

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5.1.5 Objects Progressing additions. They will have been storm in Mert the requirements of Specification (1955 in the attenues used or premer and the total amount of organic processing additions used dual not exceed 1.0 % by man of CONTRACT.

5.1.6 Air-cutzment addition title occumumacy pools at compared by The intergreened addition shall crathers to the requirements of Specification

#### 6. Chemical Composition

6.1 Perdand comme of each of the ten types shown to Section 1 shall contorn to the respective standard chemical requirements presented in Tald, it to addition operated

Lagier, E. Specificación est Cretario de Recognista Unio de Processa, tabales de Larent Malatinistania "ACATA" Report 63, Temperatura Research I Malatinistania De 2008, 30 en Acatalista e acon de estado de Carta de Cart

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Non-2—The limit on the man, C.5 + 4.7 C.A. in Table 1 provides control on the best of hydrotron of the commit and a constant) with a Ten-Montreel C. 1992 (translate soon of hydrotron limit of 315 UAg (73.c.s).g).

Non-2 Non-Them are come white preferences of a consent to improving with ECs, in commit the hydrotron limit of the agent hydrotron control of the contro softer common on provide (the solventies, Whenever 50), section of a centers exceeds Table 1 besits. This Method C7038 results provide ortifered that according expansion does not never as this regime softer.

#### 2. Provided Properties

Tit Portland corners of south of the test types allows in Sextion 1 shall conform to the respective standard physical requirements prescribed in Table 3. In addition, optional physical requirements are shown in Table 1.

- 8.1 When the purchaser desires that the certain be sampled and tested in verify armpliance with this specification, perform compling and testing in accordance with Practice (\*) \* 1
- 8.2. Practice 4.1183 is not designed for manufacturing anality. correct and is not required for manufacturer's certification.

#### 9. Test Mathods

- 9.1 Determine the applicable properties communited in this specification in accordance with the following real methods:
  - 9.1.1 Chemical Analysis—Test Methods C114
- 9.1.2 Air Congot of Mortar Ten Mested COO. 9.1.3 Elizabeth by Air Permentific Ten Mested Code.

- 9.1.4 Autochrie Expansion—Test McBlod ( 175). 9.1.5 Strengthor-Test Method ( 2000) (1876). 9.1.6 Page of System by Mant Neutline—Los Mantach ( 175).
- 9.1.7 Folia Ser. Test Medical C 47.1 9.1.8 Hour of Production Last Medical C 47.1

- 4-1.9 Bullete Seminary Two Michael contact areas
- 9-1-10: Place of Setting the Giffman director. Tex. 35-most
  - W.E. J.E. Commerce dos Essentidações Aure Adoption -
- F.I. 12 Calcium Scotters obspication of the decision but Method City 9

10.1. Imposition of the material shell be made as agreed upon between the purchaser and the seller in part of the producer commence.

- (1.1) The sceneror that he exponent if a turb an may the turthe expanentians of this specimature
- 11.2 At the option of the purchases below below sony content economics in the personnel of the six months of content economics in but to the egy fur months of a solution of the content of a solution of the content of the solution of the content of the co specification. Consent set represent shall be the apsportmished in the returner oil decemb at the time of accomplishing the labor
- H.A. Pschages, shall adentify the mass represent a weight. As the option of the purchase, preclape outreation in below the mass marked thousan shall be resolved and a disevenings make of packages in any dispensed as shown in elementation the reason of State examples arise and a reaches and than that marked on the purkages, the course stopmers as it is over teste betail.

#### 12. Manufacturer's Strictmont

12. Manufacturer's Nintenness (2.1.)
12.1. As the sequent of the purchases: the perfect of the purchases of the perfect of the perfect of the second of the

we continue addition and of any processing authorities and and about it requested, shall supply and shall showing complinate of such an entracting addition with Specification (1996), and of such processing addition with Specification (1996).

(2.2) When innecesse assect, the numerications whall stage in senting the amount thereof and, if requested by the perchases, shall supply exemplatative too data on observiced and physical properties of the minimum with and without the limewise rock betw 71. The uninjurative texts do not superseak the toward average reconform that the content moves observed and physical angularation of the standard. The amount of humanum in content shall be determined in accordance with traces of

Note: 7 - Comparation test since may be interesquaterculors was persecured by the manufacturer during interestation of the content made formation.

12.3. As our request of the purchases, the monafacturer shall opport the dilutions content as determined using Test Herbids (11.1), in process by trace of the extraord in the monafacturer's appoint these forces.

Note Seel therefor in conjects about them endages ingredient and critical chilesis section may be required to patients a success obtained current. Reparements for automorphisms continue are provided in techniques and other examinates.

#### 13. Packaging and Package Murking

(3.1) When the consent is elderened in packages, the weightending tention, "the type of content, the state and braid in the interdiscipance, and the reast of the content contamodification shall be plainly marked in each package. When the content is

an executation type the words "attractioning" shall be plainly marked on each package. Similar information shall be provided in the shipping discussions accompanying the showment of packaged or balk control. All packages shall be at good combinate at the time of expectation.

Note 9.—With the charge to 15 units, it is describe as gradual standard 50 package for portland centers. In that end 42 kg (92.6 (s) parender a convention, corresponding to the regional State (12.6-4.5) package.

#### 14. Shurane

14.1 The current shall be sented in such a number in aparmit easy access for proper important and identification of each shipmant, and in a motable socialize-right building that will protect the content from damptics, and morning with busic set.

#### 15. Monufacturer's Certification

15.1 Epon request of the purchaser in the contract or order a intendactant's report shall be furnished at the time of dependent stating the results of tees made in samples of the material taken during production or crassing and certifying true the commit conforms to applicable requirements of this special leading.

To reflect decrease or propagative with property and the formal of the control of

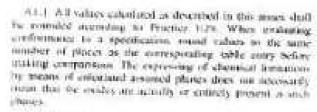
#### 16. Keywords.

in a hydraulic commit portant commit specification

#### ANNEXES

#### (Standarov Jefonoution)

# AL CALCULATION OF POTENTIAL CESSENT PHASE COMPOSITION



A.1.3 When expressing phones,  $C = C_0 \Omega_1$ ,  $S = S_0 \Omega_2$ ,  $\Omega = g \Delta_0 D_0 D_0$ ,  $E = E_0 D_0$ , but example,  $C_0 A = G C_0 D_0 A_1 D_1$ , in initial distriction and phosphores perturbed (TiO<sub>2</sub> and P<sub>2</sub>O<sub>3</sub>) shall not be (well-olded such the  $A I_2 D_3$  constant. See Nov. At 1.

More Ad. 1—Where comparing earlier needly-see and extensivel phonon most different sources or from different this six sames, for an one that they may much have been expected on character the corner brack Clarescal data obtained by Reference and Alternate Test Moderate of Test Methods of the court obtained view in the first made of phosphorus as observed earlier of the first connection. In Joyce made early Test Methods (1914), while data obtained by a gold executions of neutrons or only also see. The count would no small differences on the galacterist stones. Name differences are considered within the programs of the anti-joined rections, using when the methods on property qualified under the impostruction of Time Medicale :

A1.3 When the ratio of percentages of distribution waste to force usade in 1964 or more the percentages of treatment scheme, distribution site of treatment and advance characteristic which he calculated from the compositional problems as follows:

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# ANNEX 'B' TO INDENT NO. 2490402 DATED 24 JULY 2024

S. No.	Description	Firm's Reply	ĺ
1	TERMS & DATE OF DELIVERY		Ē
	<ol> <li>This Contract shall be valid from Date of Signing till 30 June 2025 and can be further extended upon mutual consent.</li> </ol>		
	b. Delivered Duty Paid. 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 <u>supplier</u> is responsible for unloading.		
	c. Required stores should be recently manufactured/fresh batch and preferably may not be older than one year at the time of delivery.		
	d. 100% contracted stores are to be delivered within 01 month of signing of contract as per quality and approved standard at consignee warehouse.		
	e. Part supply and part payment is allowed		
2	PAYMENT TERMS		
	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).	Para and a second	
	<ol> <li>Bill Form (DP-5/in lieu thereof duplicate) duly completed.</li> </ol>		
	(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 leviablethereon.		
	(5) Copy of warranty, DPL-15.		
	(6) Copy of CRV issued by consignee.		
3	ADDITIONAL PURCHASE		
	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		

# COMPENSATION ON BREACH OF CONTRACT

If the Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser. Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting 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.

## SECRECY

- a. The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act- 1923 in addition to termination of the contract at the risk of Supplier.
- b. In this regard Non Disclosure Agreement (NDA) as per format at Appendix B is to be signed by the firm at the time of signing of contract.

# 6 ARBITRATION

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.

# DISCREPANCY

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 within 07 days.

# 8. INDEMNITY

7

The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any

claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.

## 9 SUBLETTING:

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

# 10 WARRANTY/GUARANTEE

- Supplier is to guarantee that store is as per specification of the contract.
- b. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN.
- The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards i.e. ASTM.
- d. The warranty will remain valid for 06 months on clearance of inspection of stores by the consignee

### 11 PERFORMANCE BANK GAURANTEE

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.

#### 12 DOCUMENTATION:

- Supplier is to provide following documentation at the time of inspection:
  - Firm's Warranty/Guarantee on form "DPL-15" for functionality/serviceability of the item(s).
  - (2) OEM Test Certificate.
  - (3) Test certificate issued by third party lab as per ASTM C150/C150M-18.
- Photocopies of documentation will not be accepted.

## 13 ADDITIONAL INSTRUCTIONS

## Certificate of Conformance by OEM

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

# OEM's CoC must have following information:

Description of Store along with Quantity.

(2) Part/Pattern No of Store.

 Manufacturer Identification (Name Address and Contact No).

(4) Date/Period of Manufacturing

- (5) List of Serial Number, Batch Number or Lot Number as embossed/engraved on the stores (as applicable).
- (6) Detail of Test reports (FATs/ OEM Lab Test Report) along with dates and tests conducted (as applicable).
- Detail of Third party testing authority (if their services used).

(8) List of safety/ regulatory standard (as applicable).

- (9) Conformance to Standard/ Specification quoted in the contract.
- 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 (N) Islamabad.
- f. Inspection Officer; Any Officer deputed by CMES (N) Islamabad.
- g The inspection Officer will be informed <u>03</u> working days in advance of the time and place where the goods will be roady for inspection.
- Upon clearance of inspection at firm's premises, the inspection Officer and supplier's rep will sign the joint inspection Performa.

Checking of Stores at Consignee's End

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 ACCEPTANCE/ INSPECTION CRITERIA The final acceptance certificate will be signed by CMES (N) Islamabad within 01 week, only after conformity of ASTM standards of all stores. PRICE VARIATION 15 Prices offered will be firm and final. 16 RISK PURCHASE in the event of failure on the part of supplier with the contractual obligations, the contract 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 LIQUIDATED DAMAGES 17 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 **FORCE MAJEURE** 18 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. To be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after the contract comes into force and be beyond the control of the Parties. 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. 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.

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

## 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:
  - To have any part thereof completed and take the delivery thereof at the contract price or.
  - (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.
  - (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.
- 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

19

Purchaser reserves the right to terminate/ cancel the contract fully or any part thereof at the risk and expense (RE) of the supplier. 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. 20 TECHNICAL SCRUTINY Technical scrutiny of quotations forwarded by the bidders will be carried out by a committee nominated by NHQ. In case of noncompliance to ASTM standards, offer is subject to technical rejection. COUNTRY OF ORIGIN 21 Pakistan 22 END USER CMES (N) Islamabad & CDS (N) Islamabad 23 DISTRIBUTION OF CONTRACT Copies of the contract are to be forwarded to DECW, DCM (NHQ), HQs DW&CE, CMES (N) Islamabad and CDS (N) Islamabad 24 CONSIGNEE CMES (N) Islamabad CDS CDS (N) Islamabad 051-20063573 25 LIKELY SUPPLIERS 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 Attock Cement D-70 Block-4 Kehkashan-5, Clifton Karachi-75600 Tele: 021-111-171-717 Fax: 021-35309775 M/s Deewan Cement

M/s Thatta Cement Company Limited
Office No 606- 608/A, Continental Trade Centre
Block-8 Clifton Karachi
Ph: 021-111-842-882

D-32, south Avenue S.I.T.E, Karachi

Tele: 021-2412332 Fax: 021-2577452

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABALE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACT

Contract No. DATE	
Contract No. DATE  Contract Value (Specify Value)	
Contract Title	for Pakistan Navy
	eclares that it has not obtained or
induced the procurement of any controlled by it (Govt of business practice.  Without limiting the generality represents and warrants that it he commission, fees etc, paid or pay	Government of Pakistan or any ney thereof or any other entity of Pakistan) through any corrupt of the foregoing, M/s as fully declared the brokerage, able to anyone and not given or
agreed to give and shall not give or outside Pakistan either directly or juridical person, including its afficonsultant, director, promoter, shall any commission, gratification, bribe described as consultation fee or obtaining or inducing the procuren privilege or other obligation or ben Govt of Pakistan, except that whill pursuant hereto.	indirectly through any neutral or iliate, agent, associate, broker, ireholder, sponsor or subsidiary, finder's fee or kickback, whether otherwise, with the object of nent of a contract, right, interest, efit in whatsoever form, from the
M/s certifies the disclosure of all agreements and a respect of or related to the transact not taken any action or shall not the above declaration, representation or	on with Govt of Pakistan and has ake any action to circumvent the
	all responsibility and strict liability
for making any false declaration misrepresenting facts or taking any of this declaration, representation contract, right, interest, privilege obtained or procured as aforesaid st	<ul> <li>n, not making full disclosure, action likely to defeat the purpose and warranty. It agrees that any or other obligation or benefit</li> </ul>
rights and remedies available to 0 contract or other instrument, be av Pakistan. Notwithstanding any rights of Pakistan in this regards, [the Sup	voidable at the option of Govt of s and remedies exercised by Govt option agrees to indemnify Govt of
Pakistan for any loss or damage	
corrupt business practices and furt	
Pakistan in an amount equivalen commission, gratification, bribe, find as aforesaid for the pu	
	tht, interest, privilege or other
[The Purchaser]	[The Supplier

# UNDERTAKING! NON-DISCLOSURE CERTIFICATE

1.	1		
	(Name & A	opointment)	
		4	34
on t	behalf of		
	(Name for Fir	m/ Contractor)	
	(With address and	Telephone number)	#1
any	Do hereby submit an undertaking to 3 and conditions hereinafter contained employee of the firm, in addition to rediate coasing of further interaction and	Breach of these provisions any other penalty under to	on my part or
		Sig Status/ Appointme Place Date	nt
10	Signature of Witness Name (in block capital) CNIC No (Plouse attach photocopy) Address	Seal & Date	*
2	Signature of Witness Name (in block capital) CNIC No (Please attach photocopy) Address	Seal & Date	

Tender No	Name of the Firm
	Date Telephone No. Official E-Mail Fax No. Mobile No of contact person
To:	
Directorate of Procurement (Navy Near SNIDS Centre, CDA Market at Naval Residential Complex Sector E-8, Islamabad Tele: 051-9262310 Email: dpn@paknavy.gov.pk	
Dear Sir	
schedule to the tender inquiry or such po of tender at the prices offered against the remain valid up to 120 days and will no	rector of Procurement (Navy) the stores detailed in ortion thereof as you may specify in the acceptance e said schedule and further agree that this offer will of be withdrawn or altered in terms of rates quoted in or on before this date. I/we shall be bound by a atched within the prescribed time.
2. I/We have understood the Instruction Contract in Form No. DP-35 (Revised 2)	ns to Tenders and General Conditions Governing 002) 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

Yours faithfully.

(Signature of Tenderer)

(Capacity in which signing)

Address:

Address.....

Signature of Witness.....

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

requirements.

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

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

# 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).
(K	Singly fill in the above form and forward it under your own letter head with contact details)