Tender Covering Form

Directorate of Procurement (Navy)
Through Bahria Gate, Near SNID Center,Naval Residential Complex, E-8, Islamabad

Contact: Reception 051-20062074, Bahria Gate 0331-5540649, Section 051-9262314

Tender No & Date K/447011/R-2610/330304 DATED 10 NOV 26

Tender Description WHOLE WHEAT FLOUR (ATTA)

IT Opening Date 08 DECEMBER 2026

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

Contact Person Name _____

Contact Number (Landline _____) (Mobile _____)

Documents to be Attached with Quotation

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

Sealed Envelop 1 – Technical Offer in Duplicate

This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick ✓ against each to ensure that these documents have been attached:

S No	Document	Original Set	Copy Set
1.	Bank Challan		
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted – without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP – 2 Form of IT with compliance remarks against each clause		
6.	Technical Offer / Specs		
7.	Annexes of IT		
8.	DP-3 form of IT (dully filled & signed)		
9.	DGDP Registration Letter (If firm is registered with DGDP)		
10.	Income Tax Filling Proof		
11.	Sales Tax Registration Proof		
12.	Affidavit/ Undertaking of Provisional registration on judicial stamp paper of value Rs. 100		

Sealed Envelop 2 – Earnest Money

This Envelop must contain Earnest Money only.

Sealed Envelop 3 – Commercial Offer

This Envelop must contain following documents:

1.	Firm's Commercial Offer	01 x Original
2.	Principal Invoice (where applicable)	01 x Original
3.	Dully filled DP-2 Form of IT	01 x Original

Firm's Declaration

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

Firm's Authorized Signatures _____

DIRECTORATE PROCUREMENT (NAVY)

Tender No. K/447011/R2610/330304
Directorate of Procurement (Navy)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential Complex, E-8,
Islamabad
Contact: Reception: 051-20062074
Bahria Gate: 0331-5540649
Section: 051-9262314
Email: dpn@paknavy.gov.pk
adpn33@paknavy.gov.pk

M/s_____
_____
_____
_____ Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. **Caution**: This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Edition 2024) covering general terms & conditions of contracts laid down by MoD / 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 (Edition 2024) (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 those contained in Defence Purchase Procedure & Instructions and DPP&I-35 (Edition 2024) 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 offer will be in duplicate and indicate prices quoted in figures as well as in words in the currency mentioned in IT. It

Understood agreed ☐ Understood not agreed ☐

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 FATs Local Training, Foreign Training, Installation Commissioning, Services Taxes etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

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

Understood agreed ☐ Understood not agreed ☐

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

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

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

Understood agreed ☐ Understood not agreed ☐

d. Firms shall submit their offers in two separate envelopes (i.e. two copies of commercial offer and two or more copies of the technical offer as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing the signature of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should

be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

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

Understood agreed ☐ Understood not agreed ☐

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

Directorate of Procurement (Navy)
Through Bahria Gate, Near SNIDS Centre,
Naval Residential Complex, E-8,
Islamabad
Contact: Reception: 051-20062074
Bahria Gate: 0331-5540649
Section: 051-9262314
Email: dpn@paknavy.gov.pk
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 051-9262314 well before the opening date / time.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

7. **Validity of Offer.**

a. The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of commercial 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 ☐

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 whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

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 firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).

Understood agreed ☐ Understood not agreed ☐

10. **Return of IT** ITs are to be handled as per following guidelines:

Understood agreed ☐ Understood not agreed ☐

a. 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.

b. It is a standard practice to invite all firm(s) including those un-registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.

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.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

a. 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 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.

Attached ☐ Not Attached ☐

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

Attached ☐ Not Attached ☐

a. **Submitting improper Earnest Money**. 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 ceiling for different categories of firms would be as under:-

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

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

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

d. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

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.	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 in case of Trading House/ Company/ Exporter /Stockiest etc.

16. **Inspection Authority.** Inspection will be carried out by relevant Inspecting Authority of PN, Consignee & Specialist User or a team nominated by Pakistan Navy in light of DPP&I 35 (Revised 2024).

Understood agreed ☐ Understood not agreed ☐

(Note: CINS shall not be held responsible or liable for any loss, damage or injury to the supplier/ firm's assets, items under inspection, equipment, infrastructure or personnel that may occur during or in connection with the inspection activities/ operations carried out by CINS inspectors. The supplier firm shall be responsible for ensuring the safety and protection of tits facilities, equipment, materials and personnel during the inspection process.)

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

b. Original quotation/Principal/OEM proforma invoice.

c. 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.

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

(i) Imported material with break down item wise along-with import duties.
(ii) Variable business overheads like taxes and duties imposed by the federal/ provincial government as applicable:-
  (1) General Sales Tax
  (2) Income Tax
  (3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
  (4) Any other tax/duty.
(iii) Fixed overhead charges like labour, electricity etc.
(iv) Agent commission/profit, if any.
(v) Any other expenditure/cost/service/remuneration as asked for in the tender.

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

Understood agreed ☐ Understood agreed ☐

a. 1st rejection on Govt. expense
b. 2nd rejection on supplier expense

c. 3rd rejection then contract cancellation will be initiated on RE in light of DPP&I-35 (Revised 2024).

20. **Bank Guarantee .** To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG) 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 CDR/Bank Draft/Pay Order. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

Understood agreed ☐ Understood not agreed ☐

21. **Integrity Pact.** There shall be “zero tolerance” against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise. Integrity Pact amended at Annex D shall be signed by Supplier. Moreover, following provisions must be clearly read & understood for strict compliance:

Understood agreed ☐ Understood not agreed ☐

a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at adpn33@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 Pakistan’s Code of Criminal Procedure.

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

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

Understood agreed ☐ Understood not agreed ☐

delivery receipt may be addressed to CMA Rawalpindi & Consignee respectively with copy endorsed to the DP (Navy).

23. **Pre-shipment Inspection**.PN may send a team of officers including DP(N) member for the inspection of major equipments and machinery items at OEM premises as per terms of contract. If not already provided for and mentioned in the I.T, firm(s) must clarify the place, number of persons, duration and whether expenses on such visits would be borne by the Purchaser or Contractor. In case contractor is responsible for bearing such expenses, detailed breakdown of the same should be given separately in the commercial offer.

Understood agreed ☐ Understood not agreed ☐

24. **Amendment to Contract.** Contract may be amended/ modified to include fresh clause (s) or 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 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood agreed ☐ Understood not agreed ☐

26. **Price Variation.**

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

Understood agreed ☐ Understood not agreed ☐

27. **Force Majeure**

a. The Parties will not be held responsible for any non-fulfillment 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 governments (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.

Understood agreed ☐ Understood not agreed ☐

b. 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.

c. Should be the force-majeure circumstance 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 circumstance and, if possible, an evaluation or estimate of their probable impact upon performance of obligations under the contract, as well as the time required for such performance.

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

e. Within reasonable time, the party exposed to force-majeure should transfer to 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.

j. Delay in obtaining the export licenses, permits, and/or third-party certificate may not be counted as force-majeure.

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 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:

Understood agreed ☐ Understood not agreed ☐

a. The dispute shall be referred to Secy (MoD) for his discussion.

b. The venue of arbitration shall be the place as the Purchaser at his discretion may determine.

c. Decision of Secy (MoD) shall be final and binding on both the parties.

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

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

29. **Court of Jurisdiction**. In case of any dispute, the courts of Islamabad / Rawalpindi. Pakistan shall have the 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 DP-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value. Grace period of shall be 21 days.

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 (Revised 2024). The purchaser shall be entitled to receive back all advance payment made by him and will 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) will be paid by supplier as confiscation for RE amount.

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. **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.

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

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

34. **Rights Reserved.** Directorate of Procurement (Navy), Islamabad 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 ☐

35. **SECRECY/ NON DISCLOSURE AGREEMENT (NDA).**

Understood agreed ☐ Understood not agreed ☐

a. The Purchaser and the Contractor undertake and agree to exercise their best efforts to prevent any unauthorized person(s) from gaining access to drawing offices or workshops or other premises where the supplies are being designed, manufactured, constructed, stored and/ or outfitted.

b. As the contractor and is Sub-Contractor(s) are the exclusive owners of the intellectual property right/ copy right and industrial rights of any and all contractual designs, data, software, TDP, drawings etc., and since they possess all relevant rights therein, the Purchaser and the Contractor undertake and agree to prevent such designs, data, software, drawings, TDP, etc. as well as copies thereof from falling into the hands of representatives of any other foreign power of competitor of the Contractor or its Sub-Contractor(s) and Purchaser or any other unauthorized Party or person.

c. The above provisions shall, however, not be constructed as any restriction whatsoever of the Purchaser's/ Shipyard's application and use of such drawings and TDP for any purpose in accordance with this Contract.

d. The secrecy obligations above are supplementary to those contained in any agreement between the Pakistan Navy on behalf of the Purchaser, whereby the obligations pursuant to above shall be subject to the Pakistan law regarding the custody and protection of classified matter.

e. It is the Contractor's responsibility to ensure that all such information is protected in accordance with the protective markings assigned by the Purchaser. If in any case this become essential with regards to this Contract to disclose the information classified as Confidential or above to Sub-Contractors (OEMs), approval must be sought from the Purchaser.

f. The Contractor undertakes to prevent any unauthorized visits to the platform(s) being constructed / upgraded, and / or systems / equipment being manufactured /developed for the Purchaser to ensure confidentiality of the information concerning this project. No unauthorized Part or person may be allowed onboard during its construction/ upgrade and qualification tests.

g. The terms of this Contract are 'CONFIDENTIAL' and each Party agrees not to disclose them to any Third party except as may be necessary for the performance of this Contract which includes its professional advisors and as else may be required.

h. The Contractor undertakes that any information about the sale/purchase of the goods/stores under this contract shall not be

communicated to any person/organization/agency, other than the manufacturer of the stores/ equipment/material, or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account will be punishable under Official Secrets Act-1923 of Pakistan and may lead to legal action against the Contractor in addition to termination of the contract at the risk and expense of the Contractor.

j. Undertaking as per format at Annex E be signed by the supplier.

36. **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.PK**

Understood agreed ☐ Understood not agreed ☐

37. **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 offers.
d. Taxes and duties, freight/transportation and insurance charges NOT indicated separately.
e. Treasury challan is NOT attached with the offer.
f. Multiple rates are quoted against one item.
g. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
j. Subject to restriction of export license.
k. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
l. If the validity of the agency agreement is expired.
m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
p. Earnest money is not provided.
q. Earnest Money is not provided with the technical offer (or as specified).
r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
s. Offer made through Fax/E-mail/Cable/Telex.
t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
u. If OEM and principal name and complete address is not mentioned.
v. Original Principal Invoice is not attached with offer.

38. **Appeals by Supplier/Firm.** Any aggrieved Supplier/Firm against the decision of DP (N) or PN Inspecting Authority or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) comprising PN Officers and military finance rep at Naval headquarters, Islamabad. The detail and timeline for preferring appeals is given below:

Understood agreed ☐ Understood not agreed ☐

S.No.	Category of Appeal	Limitation Period
a.	Appeals for liquidated damages	Within 180 days of decision
b.	Appeals for reinstatement of contracts	Within 60 days of decision
c.	Appeals for risk & expense amount	Within 180 days of decision
d.	Appeals for rejection of stores	Within 21 days of decision
e.	Appeals in all other Cases	Within 60 days of decision

39. **Limitation.** Any appeal received after the lapse of timelines given in para 38 above shall not be entertained.

Understood agreed ☐ Understood not agreed ☐

40. **For Firms not Registered with DGDP**. Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website www.dgdp.gov.pk.These firms can participate in tender iaw relevant paras and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

Understood agreed ☐ Understood not agreed ☐

41. Firms which are not registered with DGDP should initiate provisional registration in accordance with Para 41. Besides, ground check by Field Security (FS) Team will be made for security clearance related to participation in the tender after technical opening. Firms undertake to provide following documents for ground check by FS Team:

Understood agreed ☐ Understood not agreed ☐

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

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

Understood agreed ☐ Understood not agreed ☐

43. The above terms and conditions are confirmed in total for acceptance.

Understood agreed ☐ Understood not agreed ☐

44. Format of all forms and their relevant details are mentioned under:

Understood agreed ☐ Understood not agreed ☐

S No.	Annex	Detail
a.	Annex A to DP-1	DPL-15 (Warranty/ Guarantee Format)
b.	Annex B to DP-1	BG Format on Judicial paper
c.	Annex C to DP-1	Integrity Pact
d.	Annex D to DP-1	Undertaking for registration with DGDP
e.	Annex E to DP-1	Data for Issuance of Contracts on Bid Security/ Earnest Money
f.	Annex F to DP-1	Undertaking/ Non-Disclosure Agreement

Sincerely yours,

_____
(To be Signed by Officer Concerned)
Rank:_____
NAME:_____

ANNEX 'A'
To DP-1

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_____

ANNEX 'B'
To DP-1

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 expiry of Guarantee_____

To: The President of Islamic Republic of Pakistan through the Controller of Military Accounts (Defence Purchase) Rawalpindi.

Sir,

1. Whereas your good self have entered into Contract No. _____ _____ dated _____ with Messer's_____ _____
(Full Name and Address)
hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs. _____ Rupees/FE (as applicable)_____ _____

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

a. To pay to you unconditionally on demand and/or without any reference to our Customer and amount not exceeding the sum or Rs. _____Rupees or FE (as applicable) _____ as would be mentioned in your written Demand Notice.

b. To keep this Guarantee in force till _____.

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from our Customer i.e. M/s_____ or from your office. Claim, if any must be duly received by us on or before this day. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by whether you suffer a loss or not. On receipt of payment under this guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.

d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.

e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term/clause to/from this contract without making any reference to us. We do not reserve any right to receive any such amendment/alternation or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to Rs. _____ (Rupees _____).

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

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

Guarantor

Dated: _____

_____

(Bank Seal and Signatures)

ANNEX 'C'
To DP-1

INTEGRITY PACT

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

Contract No.
Contract Value:
Contract Title:

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

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

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

d. M/s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

e. Notwithstanding any rights and remedies exercised by GoP in this regard, agrees to indemnify GoP for any loss or damage incurred by GoP on account of the corrupt business practices of M/s _____ and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____as aforesaid for the purpose of obtaining or inducing the

f. Procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP.

_____ _____
[The Buyer] [The Supplier]

ANNEX 'D'
To DP-1

AFFIDAVIT/ UNDERTAKING
(FOR PROVISION REGISTRATION)
(ON JUDICAL OR E/STAMP PAPER WORTH RS 100/-)

1. I, Mr_____ having CINC No/ Passport No. _____ Authorized signatory/ Partner/MD /. Proprietor of M/s_____, do hereby solemnly affirm to DGDP, MoD, Rawalpindi that our firm M/s_____ will apply/ has applied for registration with Director General Defence Purchase (DGDP), MoD by submitting all the documents required for the registration on _____ (Insert date).

2. In case we do not apply for registration by the date mentioned above or it is found at any stage that our firm has not applied for registration with the DGDP, MoD as stated above, our firm shall be liable to disciplinary and legal action by the DGDP/ MoD or any of the organization of the MoD.

3. I also accept that any disciplinary and legal action taken by the MoD or any of its organization against my firm in this regard will not be challenged in any court of law.

Signature _____
Station: _____ Name: _____
Date: _____ Appointment in Firm _____

Note. Give complete address with telephone/fax numbers and email address.

ATTESTED BY OATH COMMISSIONER WITH STAMP

Annex'E'
To DP-1

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON BID SECURITY/ 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)

Annex F
To DP-1

UNDERTAKING/ NON DISCLOSURE AGREEMENT

(To be given on affidavit dully attested by Oath Commissioner/Magistrate)

1. I _____
(Name & Appointment)

on behalf of _____
(Name for Firm / Contractor)

_____
(With address and Telephone Number)

2. Do hereby solemnly affirm to abide by the provision of Official Secrets Act 1923 and the conditions contained therein. Breach of these provisions on my part or any employee of the firm, in addition to any penalty under law, will render immediate cancellation of the contract and may lead to legal action beside completion of the reminder work by any other business concern considered suitable by the accepting office at our own risk.

3. M/s……. accepts full responsibility and strict liability to protect classified information contained in the contract however in any case this become essential to disclose the information classified as confidential or above to sub contractor (OEM), approval from the purchaser shall be sought. Infringement of aforesaid will render contract termination apart from legal action before the court of competent jurisdiction as per contract.

Sig _____
Status/Appointment _____
Place _____
Date _____

1. Signature of Witness _____
Name (in Block capital) _____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address _____
_____

2. Signature of Witness _____
Name (in Block capital) _____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address _____
_____

DP2

INVITATION TO TENDER FORM

1. Schedule to Tender No K/447011/R-2610/330304 dated 10 Nov 26. This tender will be closed for acceptance at 1030 Hours and will be opened at 1100 Hours on 08-12-2026. 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 & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY/ UNIT	UNIT PRICE	TOTAL PRICE
1.	**Part No: 8922-50-000-0401** Whole Wheat Flour (Atta) **Detailed Technical Specifications:** As per Annex "A" **Genral Requirements/ Instructions:** As per Annex "B"	**3,800,000 KGs**		
			Total Amount	

Amount in words: _____

Terms & Conditions

1. **Terms of Payment.** 100% Payment of after delivery of stores and issuance of CRV (certified receipt voucher)

2. **Origin of Stores.** INDIGENOUS/ LOCAL

3. **Origin of OEM.** INDIGENOUS/ LOCAL

4. **Technical Scrutiny Report** Required

5. **Delivery Period.** **Supply Order Based (SOB) for the period of 01 Year from 1st July 2027 to 30th June 2028**

6. Trade Link between firm and OEM

7. **Currency.** Pak Rupees.

8. **Basis for acceptance.** FOR/ DDP Karachi Basis

9. **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.

10. **Tendering procedure** Single Stage - Two Envelopes bidding procedure will be followed. PPRA Rule 36 (b) refers.

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

a. **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 Firms**. 3% of the quoted value subject to maximum ceiling of **Rs. 0.750 Million.**

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

b. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

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).

12. **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. Tender Opening Board is authorized to check earnest money. AUTHORIZATION LETTER IS MANDATORY FORM YOUR PRINCIPAL FIRM AT THE TIME OF PARTICIPATION IN TENDER.**

h. **UNDER TAKING ON STAMP PAPER W.R.T ADEQUACY OF SUBMITTED EARNEST MONEY IS ALSO BE ENCLOSED.**

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

k. 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.

l. 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.

m. Tender having single item with different sizes will be dealt as a package depending on overall cost/ lowest bid.

m. In case of multiple options quoted by firm, offer will be rejected.

NOTE: IN CASE OF FAILURE TO COMPLY ABOVE INSTRUCTIONS, TERMS AND CONDITIONS, OFFER WILL LIABLE FOR REJECTION.

TECHNICAL DATA/ SPECIFICATION

SPECIFICATIONS OF WHOLE WHEAT FLOUR (ATTA)

a. It shall be coarse to semi fine powdery product obtained after cleaning and washing the sound and healthy wheat by grinding using roller milling, pesa-milling or any advanced technology later than them.

b. The product shall be free from lumps, grits, rodents' hairs, excretes, live insects, abnormal aroma and other objectionable matter.

c. The product shall be free from any sort of adulteration, heavy metals, residual chemicals, non-permitted food additives and permitted additives in amounts which may cause hazard to human health.

d. 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.

e. In case of fortification, folic acid should not be less than 1 ppm, while, Iron and Zinc should not be less than 15 and 30 ppm in the form of NaFeEDTA and Zinc oxide, respectively.

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

S No	Parameter	Requirement
a.	Chalk – flour	Nil
b.	Dirt/Dust – flour	0.1% max (Dry wt.)
c.	Taste	Flat characteristic
d.	Moisture	14% max
e.	Total Ash	0.7 – 1.5 %
f.	Ash insoluble in HCl	0.1% max
g.	pH 10% solution	5.7 – 6.8
h.	Gluten	08% min (dry) or 26% min (wet)
i.	Fiber	1.5 – 2.5 %
j.	Acidity	0.15% max
k.	Granulation	90% min. should pass sieve 300 µm (US # 50)
l.	Aflatoxin	20 ppb max

2. Packing. Wheat flour (Atta) shall be packed in single, sound and food graded polypropylene or food graded PE/ PET bags (for 50 - 20 kg packing only). **The mouths of the bags shall be sewn along with a cloth tally (size 4x5 inches) showing Manufacturing date and Expiry date by machine securely with strong nylon/ cotton thread properly** (hermetically sealed after nitrogen/ carbon dioxide flashing in case of PE/ PET packing). Each bag shall contain 50, 20 kg net weight as required through supply order.

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

a. Atta (Wheat Flour).

b. Batch or code number (if any).

c. Date of milling/ grinding.

d. Net weight.

e. Name and address of the firm/ mill.

f. Handling and storage instructions.

g. Specially packed for Pakistan Navy.

4. 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).

5. 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 wheat flour (PS 380:2018, as revised).

b. Method of sampling (PS 4872:2017 R).

c. Pure Food Regulations 2018 (PFR 2018).

d. Codex standard for wheat flour (CS 152-1985, as revised).

EVALUATION CRITERIA – WHOLE WHEAT FLOUR (ATTA) 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=Complaint PC=partially complaint NC=Non-complaint

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 shell 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.	PN team shall also under take the assessment of site in accordance with following standards: i. Pakistan Standards –GMP (PS 1825:1827, as revised) ii. Codex Alimentarus Commissions international code of practices and general principles of food hygiene (CAC/RCP1-1969, rev4-2003) iii. Codex standard for wheat flour (CS 152-1985, as revised) iv. Pakistan Standard for wheat flour (PS 380:2018, as revised) v. Pure Food regulations 2018 (PFR 2018) Site shall be open to inspection at any time, by a competent authority approved by Pakistan Navy.	
w.	The firm shall possess its own manufacturing facility along with a dedicated warehouse for future stocking , sampling and stamping procedure and shall have satisfactory past performance of successfully executing/ completing similar contracts with PN.	

GENERAL TERMS AND CONDITIONS – WHOLE WHEAT FLOUR (ATTA)

S NO	GENERAL REQUIREMENTS, TERMS/ CONDITIONS
1.	PENALTY a. The Supplier before making the shipment shall carry out complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/ trials, Purchaser has the right to outright reject the equipment or impose penalty at the rate of 10- 15% of the value of the relevant equipment/ items. b. The penalty shall not absolve the Supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warranty/ guarantee obligations on Form DPL-15.
2.	SCOPE OF SUPPLY/ WORK a. The Supplier undertakes to deliver equipment/goods/stores including Supplies and Services to the Purchaser on FOR/ FOB Karachi basis as per INCOTERMS 2020 as per details specified in Annex-A (Technical Specifications) and General Terms and Conditions given at Annex-B to this Indent. b. The Supplier shall, in accordance with the terms and conditions as set forth in the Indent, with due care and diligence, provide the equipment/goods/stores and supply the Services within the date(s) specified in the Project Time Schedule.
3.	CONTRACT COMPLETION CERTIFICATES 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.
4.	LIABILITY The supplier shall not be liable under any circumstances to the buyer, its officers, agent, employees, successors and / or assignees, for any special, consequential and / or incidental damage of whatsoever kind or nature, including, without limitation, any loss, cost, damage loss of revenue or profit or loss of user, incurred or suffered by the buyer or any third party arising out of or in connection with this contract. The foregoing shall not affect buyers right to claim compensation against the supplier for damages suffered by the buyer arising directly from the performance, bad performance or non-performance of the suppliers duties and/ or obligations under the contract provided however that the aggregate liability of the suppliers in connection with this contract for any cause whatsoever including indemnity and risk purchase, shall not exceed hundred percent (100%) of the total price actually paid to the supplier under this contract.
5.	TECHNICAL SCRUTINY Technical scrutiny of quotations/ tender samples forwarded by the bidder shall be carried out by a committee nominated by CO VSD as per instructions of NHQs. TSR committee may also visit the OEM premises at the invitation/ expense of the Supplier to evaluate the manufacturing/ system's capabilities of the OEM.
9	CHECKING OF SUPPLIES/ STORES AT CONSIGNEE'S END Upon arrival, Supplies shall be checked at consignee's end in the presence of the Purchaser and Supplier's representatives. If for the reasons of economy, or any other reason, the Supplier decides

	not to nominate his representative for such checking; an advance written notice to this effect shall be given by the Supplier to the consignee prior to or immediately on shipment of stores. In such an event, the Supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken, as final and any discrepancy found shall be accordingly made up by the Supplier. In all other cases, the consignee shall inform the Supplier about arrival of consignment immediately on receipt of stores through fax. If no response from the Supplier is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores shall be binding on the Supplier in such cases.
6.	INDEMNITY In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of subcontractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his sub-contractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.
7.	OWNERSHIP OF CONTRACT In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that: a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.

TERMS AND CONDITIONS OF WHOLE WHEAT FLOUR (ATTA)

1. The contract will be concluded with the firm which is owner of the flour mill. The ownership documents alongwith details of Flour mill should be produced at the time of Tender opening.

2. Tender shall comply PPRA Rule 36(B). Firm participating in the bid shall submit the tender sample for laboratory testing to confirm that product offered complying with PN Specifications.

3. Contract will be concluded with the flour mill owner to provide whole wheat flour (Atta) at VSD in Karachi and PN units at Islamabad and Lahore, as per the instructions of Commanding Officer Victualling Stores Depot.

4. An advance notice will be provided by VSD to the contractor for delivery of whole wheat flour (Atta).

5. Delivery upto 12% of total contracted quantity will be made to PNS HAFEEZ & PNS ZAFAR at Islamabad and PNS PUNJAB at Lahore. Quantity of whole wheat flour (Atta) will be inspected by Commanding Officer or authorized officer on their behalf. Lab testing may be carried out as and when required by respective CO's.

6. Upto 07% of the contracted Quantity shall be provided by the firm in PET packing (5-10 Kg per pack) i.a.w packing instructions given in specifications.

7. CO VSD may order 50% 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.

8. In case of any emergency/war, the Supplier will be bound to meet the emergent requirement on 02 hrs notice.

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

10. The supplier shall offer stores for CINS inspection under intimation to VSD. 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.

11. The inspection will be carried out by CINS and expense of the lab test will be borne by the supplier/seller.

12. In case of non-acceptance of whole wheat flour (Atta), due to sub-standard quality, the supplier/contractor shall offer the new stock within **Three days** from time of rejection of whole wheat flour (Atta).

13. In case of default by the Supplier in re-supply of whole wheat flour (Atta). The supplier shell offer new stock within **Three Days** from time of rejection of whole wheat flour (Atta). CO VSD or his rep in case the supplier unable to do so, CO VSD will have legal right local purchase the item against R/E of supplier. The R/E amount will be detected from the bill of supplier. Purchaser reserves the right to cancel the contract on R/E.

14. In case of any discrepancy in packing/invoice/bill and the weight/contents, it will be treated as scam. for which, whole quantity supplied during the period will be considered short supply. The damages will be

dealt as per "Goods Contract Act and Sales of Goods Act" or as per existing laws. In case of any discrepancy in the weight of whole wheat flour (Atta), decision of CO VSD will be firm and final and same shall not be subject to arbitration.

15. In case of any loss/damage due poor quality of packing by the contractor, the supplier will be bound to replace the same with the fresh stock in proper packing on immediate basis or the purchaser will have the right to deduct equivalent amount from the bill.

16. Firms authorized representative name and particulars dealing with VSD should be clearly mentioned.

17. Unloading of stores at VSD is the responsibility of contractor.

18. Free delivery at consignee warehouse.

19. Delivery Challan shall be handed over to VSD staff at the time of delivery of supplies.

20. Delivery of goods in working hours only.

21. The consignee shall issue the delivery receipt for whole wheat flour (Atta) to the supplier as early as possible, but not later than **07** working days from the date of receipt of whole wheat flour (Atta). A copy of delivery receipt is to be forwarded to DP(Navy).

22. Cancellation of contract on firm's R/E will be governed as per following:

a. 1st & 2nd rejection on supplier's expense.
b. On 3rd rejection contract cancellation be recommended.

23. Following is suggested during contracting:

a. Direct contracting with mills may be considered to ensure uninterrupted supplies.
b. During finalization of contract, PPRA clause i.e. most advantageous firm/ supplies may be considered in best interest of service instead of lowest bidder.

24. Part Supply will be accepted; however minimum part supply should not be less than 10% of the total contracted quantity in case of CINS Inspection.

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

Note:

Mill Owners are bound to provide tender sample at the time of submitting their quotes, which will be forwarded to CINS for acceptance or otherwise. Lab test charges (in case of lab test conducted by CINS) are to borne by the Firms/Contractors following samples are required:

a. 03 Samples for CINS.
b. 01 Sample for VSD.

TENDER NO R2610330304

NAME OF THE FIRM……
DGDP REGISTRATION NO……..
ADDRESS……
TELEPHONE NO. ……
OFFICIAL E-MAIL……..
FAX NO ……
MOBILE NO ……...

TO:

THE DIRECTOR OF PROCUREMENT
(SECTION P-33)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential Complex, E-8,
Islamabad
Contact: Reception: 051-20062074
Bahria Gate: 0331-5540649
Section: 051-9262314
Email: dpn@paknavy.gov.pk
adpn33@paknavy.gov.pk

DEAR SIR

DATE_____

1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF PROCUREMENT (NAVY) THE STORES DETAILED IN SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION THEREOF AS YOU MAY SPECIFY IN THE ACCEPTANCE OF TENDER AT THE PRICES OFFERED AGAINST THE SAID SCHEDULE AND FURTHER AGREE THAT THIS OFFER WILL REMAIN VALID UP TO **120 DAYS** AND WILL NOT BE WITHDRAWN OR ALTERED IN TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY STATED THEREIN OR ON BEFORE THIS DATE. I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBED TIME.

2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM NO. DP-35 (REVISED 2002) 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 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