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

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

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

| Tender No          | and Date      | R2112330334  |                     |             |
|--------------------|---------------|--|---------------------|-------------|
| Tender Description |               | Brush Boot Polishing   |                     |             |
| IT Opening         | Date          | 03/03/2022   |                     |             |
| Firm Name          |               |  |                     |             |
| Postal Add         |               |  |                     |             |
|                    |               | respondence  |                     |             |
| Contact Pe         |               |  |                     |             |
| Contact No         |               | (Landline) (Mobile   |                     | ١           |
|                    |               | ,  |                     |             |
|                    |               | <u>hed with Quotation</u><br>sal in a sealed envelope which shall contain 03 x Sealed Envelop  | os as per details g | iven below: |
| Sealed Env         | elop 1 – Tech | nical Offer in Duplicate   |                     |             |
|                    |               | ain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each<br>der and Supplier is to mark tick against each to ensure that these |                     |             |
| S No               |               | Document   | Original Set        | Copy Set    |
| 1                  |               | llan of Rs. 200/- for DGDP registered firms and Rs. I other firms (in favour of CMA(DP))   |                     |             |
| 2                  | DP-1 Forn     | n of IT with tick markagainst each clause and initiated  |                     |             |
|                    | on each pa    | nge  |                     |             |
| 3                  |               | n of IT with compliance remarks against each initiated on each page  |                     |             |
| 4                  |               | f IT duly filled (with compliance remarks)   |                     |             |
| 5                  |               | C of IT (with compliance remarks)  |                     |             |
| 6                  | DP-3 Forn     | n of IT (duly filled & Signed)   |                     |             |
| 7                  | Manufactu     | rer Authorization letter (where applicable)  |                     |             |
| 8                  | Manufactu     | rer Price list (where applicable)  |                     |             |
| 9                  | DRAP reg      | istration letter (in case of medical)  |                     |             |
| 10                 | DGDP Re       | gistration Letter (If firm is registered with DGDP)  |                     |             |
| 11                 | Tax Filling   | Proof  |                     |             |
| Sealed Er          | nvelop 2 – E  | arnest Money   |                     |             |
| •                  | This Envelo   | p must contain Earnest Money only.   |                     |             |
| Sealed Er          | nvelop 3 – C  | Commercial Offer   |                     |             |
| ·                  | This Envelo   | p must contain following documents:  |                     |             |
| 1                  | Firms Con     | nmercial Offer   | 01 x Original       |             |
| 2                  | Principal II  | nvoice (where applicable)  | 01 x Original       |             |
| 3                  | Duly filled   | DP-2 Form of IT  | 01 x Original       |             |

Firms Declaration

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

| Firm's Authorized Signatures_ |  |
|-------------------------------|--|
|                               |  |

# **DIRECTORATE PROCUREMENT (NAVY)**

Directorate of Procurement (Navy)

Through Bahria Gate Near SNIDS Centre, Naval Residential Complex

Contact: Reception: 051-9262311

Bahria Gate: 0331-5540649

Section: 051-9262314

Email: adpn33@paknavy.gov.pk

| M/s  |                      |                          |
|--|----------------------|--------------------------|
| Dated :  |                      |                          |
| INVITATION TO TENDER AND GENERAL INSTRUCTIONS  |                      |                          |
| Dear Sir / Madem,  |                      |                          |
| 1. DP (Navy) invites you to tender for the supply of stores/equipment/ services as per details given in attached Schedule to Tender (Form DP-2).   |                      |                          |
| 2 <u>Caution:</u> This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP I-35 (Revised 2019) covering general terms and conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent   | Understood<br>agreed | Understood<br>not agreed |
| upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www. ppra.org.pk) and DPP I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.           |                      |                          |
| Conditions Governing Contracts. The 'Contract' made as result of this Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the "Purchaser and the "Seller on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and hose contained in Defence Purchase Procedure and Instructions and DPP I-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein. | Understood agreed    | Understood not agreed    |

| Id be clearly Offer", tender of tation, insuration, insuration, insuration one of the technical scrution of the control of the tate of the date and time. | res as we marked in number ance char ted again otion offer accepte ny Repore DUPLICA drawing by marked opening.  | ell as in words in fact on a set and date of ges etc are to st the tender is red by the firm, d option if more t.  Cable).  TE (or as speed and compliant of technical offer steeps of tender needs and compliant of technical offer steeps of tender needs and compliant of tender needs and compliant of technical offer steeps of tender needs and compliant of tender need | vill be in single copy and the currency mentioned eparate sealed enveloped opening. Taxes, duties be indicated separately to be clearly mentioned DP(N) reserves the right e than one options were should contain all cified in IT) along with the ce metrics in a separate fer" without prices, with shall be opened first; hall nentioned in DP-2. Firms   | d agreed  i   | Unde not ag   |
|---|--|--|--|---|---|
| cifications in ature/brochure ope and clear rand date of che date and tile of comply with Indiana.  | DUPLICA, drawing<br>ly marked<br>opening. one<br>me for re-  | TE (or as spe<br>s and complian<br>d "Technical Of<br>Technical offer s<br>ceipt of tender n   | ecified in IT) along with<br>ce metrics in a separate<br>ffer" without prices, with<br>shall be opened first; hal<br>nentioned in DP-2. Firms  | agreed  |   |
| nic Firm's  |  |  | n the following format:  | •   |   |
| endorser<br>irem (Comply,<br>as Partially   | /  | of NC i.e. Refe<br>to page o<br>brochure   | or brochure/ Literature, attach additional do  | from<br>quote/<br>cuments/  |   |
| I Instructions.  The read point by the should be the of tender  | their offer<br>point and<br>responde<br>condition  | Tender documed understood produced clearly. In cases   | eviates from IT Specs) ents and its conditions operly before quoting. A se of any deviation due to e should be highlighted   | d   | Unde<br>not a   |
|   | as Partially Comply/Comply Fully Comply, I Instructions. Fread point by ons should be ce of tender ar offered cores shall submit the clearly market of the complex of the c | Fully Comply, PC = Pararly identify where their offer one of tender condition are offered conditions.  Shall submit their offers of the conditions of the co | as Partially Comply/ Non Comply/ Non Comply  Fully Comply, PC = Partially Comply, North identify where their offer does not meet or does not m | as Partially Comply/ Non Comply Comply Non Comply Comply Non Comply Comply Non Comply | as Partially Comply/ Non Comply Non Comply attach additional documents/ data/undertaking as proof of compliance  Fully Comply, PC = Partially Comply, NC = Not Comply)  Instructions. Tender documents and its conditions  Understood |

and signed. This cover should bear the address

The tender documents covering technical and

<u>Delivery of Tender:</u>

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 <u>FORM DP-1, DP-2, DP-3 and Question</u> (alongwith annexes), DP-3 and Question submitted with the technical offer duly statistical signatory/ person. It is pertinent to ment requirement for participation in the tender.   | naires duly filled in are to be amped/signed by the authorized  |                      | Understood<br>not agreed |
|--|---|----------------------|--------------------------|
| f. The tender duly sealed will be addressed to   | to the following:-  |                      |                          |
|  | Directorate of Procuremen<br>Through Bahria Gate<br>Near SNIDS Centre,<br>Naval Residential   | t (Navy)             |                          |
|  | Contact: Reception: 051-926   | 62311                |                          |
|  | Bahria Gate: 0331-55-<br>Section: 051-9262314   |                      |                          |
|  | Email: adpn33@paknavy.gov.  | ok                   |                          |
| Date and Time For Receipt of Tender.  by the date and time specified in the Schedule to This Directorate will not accept any excuse of conceived after the appointed/ fixed time will NO time will, however, fall on next working day in callegitimate/registered representatives of firm with opening. In case your firm has sent tender docume service, you may confirm their receipt at DP (No well before the opening date / time. | delay occurring in post. Tenders T be entertained. The appointed ase of closed/forced holiday. Only all be allowed to attend tender nents by registered post or courier | Understood<br>agreed | Understood<br>not agreed |
| schedule to tender. Commercial offers will be o  |   | Understood<br>agreed | Understood not agreed    |
| Offer is found acceptable on examination by tec<br>Date and time for opening of Commercial offer<br>legitimate / registered representative of firm water<br>opening. Tenders received after date and time sp<br>without exception and returned un-opened i.a.w R   | er shall be intimated later. Only will be allowed to attend tender becified in DP-2 would be rejected   |                      |                          |
| 7. Validity of Offer.  |   | Understood           | Understood               |
| a. The validity period of quotations must be be 120 days from the date of opening of whichever is later. Firm undertakes to extern equal number of original bid period (i.e. 12) PPRA Rule-26.   | of Technical offer or 30th June and validity of offer if required by 0 days as per original offer) i.a.w  | agreed               | not agreed               |
| <ul> <li>b. The quoting firm will certify that in case of</li> </ul>   | 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.

| store                 | Part Bid Firm may quote for the whole or any portion, or to state in tender that the rate quoted, shall apply only if the entire quantity/range of es is taken from the firm. The Director Procurement reserves the right of epting the whole or any part of the tender or portion of the quantity offered, and shall supply these at the rate quoted.   | Understood agreed | Understood<br>not agreed |
|-----------------------|--|-------------------|--------------------------|
| othe<br>to re<br>Secu | Quoting of Rates. Only one rate will be quoted for entire quantity, item e. In case quoted rates are deliberately kept hidden or lumped together to trick or competitors for winning contract as lowest bidder, DP(N) reserves the right eject such offers on-spot besides confiscating firms Earnest Money / Bid urity and take appropriate disciplinary action. Conversion rate of FE/LC ponents will be considered w.e.f. opening of commercial offer as per PPRA e-30(2).  | Understood agreed | Understood<br>not agreed |
| 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 the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender.  b. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.   |                   | Understood not agreed    |
| offer<br>case<br>cont | c. It is a standard practice to invite all firm(s) including those unregistered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indentors. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.  Withdrawal of Offer.  Firms shall not withdraw their commercial se before signing of the contract and within validity period of their offers. In 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. |                   | Understood not agreed    |
|                       | Provision of Documents in case of Contract.  In case any firm wins ntract, it will deposit following documents before award of contract:  a. Proof of firms financial capability.  b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.  c. Principal/Agency Agreement.  d. Registration with DGDP (Provisional Registration is mandatory)   | Understood        | Understood<br>not agreed |
| 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.  b. Firms, un-registered / un-indexed with GDP (Registration Section) are) to participate in the tender by submitting Challan Form of Rs 300 in favour of CMA (DP).  | Understood agreed | Understood not agreed    |

| containe                                       | o be rejected in case Earnest Mor  | Please ensure Earnest Money is echnical or commercial offer). Offer is ney is packed inside commercial or ompanied by a Call Deposit Receipt  | Understood agreed    | Understood not agreed    |
|--|--|---|----------------------|--------------------------|
| (CDR) ii<br>a.<br>fur<br>14<br>co<br>an        | n favor of CMA (DP), Rawalpindi for t<br>Submitting improper Earnest<br>rnished with tender is strictly in confo-<br>of DP-1 and clause 10 of DP-2) on<br>nfiscation of Earnest Money/Bid secu-<br>nount of Earnest Money/Bid Security   |   |                      |                          |
| b.   | condition.  Rates for Contract.  maximum ceil for different categories   | The rate of earnest money and s OF FIRMS would be as under:-  |                      |                          |
|  | <ul> <li>Registered/Indexed/Pre-Qualify value subject to maximum ceiling in the subject to maximum ceiling value subject to maximum ceiling in the subject to maximum ceilin</li></ul> | of Rs. 0.500 Million.  Jn-indexed 3% of the quoted of Rs. 0.750 Million.  |                      |                          |
| (ii)<br>ret<br>(D<br>15. <u>Do</u><br>contract |  | (i) Earnest money to ed on finalization of the contract. In whom contract is concluded will be arantee and its acceptance by CMA.  In case your firm wins a sit following documents to DGDP | Understood<br>agreed | Understood<br>not agreed |
| S No   | Local Supplier   | Foreign Supplier  |                      |                          |
| a.   | Three filled copies of SVA-8121 of each member of management.  | Three filled copies of SVA-8121-D of each member of management.   |                      |                          |
| b  | Three filled copies of SVA-8121-A  | Three filled copies of SVA-8121.  |                      |                          |
| C.   | Three photocopies of NIC for each member of management.  | Three photocopy of Resident Card or equivalent identification Card for each member of management.   |                      |                          |
| d  | Three PP size photographs for each member of management.r  | Three PP size Photographs for each member of management.  |                      |                          |
| е  | Challan Form   | Challan Form  |                      |                          |
| f  | Bank Statement for last one year.  | Financial standing/audit balance  |                      |                          |
| g  | Photocopy of NTN   | Photocopy of passport   |                      |                          |
| h  | Foreign Principal Agency Agreement in case of local agent.   | Agency Agreement in case of Trading<br>House/ Company/ Exporter /Stockiest  |                      |                          |

etc.

| inspe<br>the | Inspection Authority. CINS, Joint Consignee and Specialist User or a team no ection shall be as prescribed in DPP & I-35 (   |  | Understood<br>agreed | Understood not agreed    |
|--------------|--|--|----------------------|--------------------------|
| 17<br>Warra  | Condition of Stores. Brand new santy/Guarantee Form DPL-15 enclosed with   | stores will be accepted on Firms contract.   | Understood agreed    | Understood not agreed    |
|              |  |  |                      |                          |
| _            | Documents Required. Following do itted along with the quote:   | ocuments are required to be  | Understood<br>agreed | Understood not agreed    |
|              | a. OEM/Authorized Dealer/Agent Certificate Evidence. b. The firm/supplier shall provide correct CINS and DP(N). Supplier/contracting of Conformance Certificate to CINS or is intimation to DP (Navy). Hard copy of COC courier. On receipt, CINS shall approact Conformance Certificates issued by OEM. OEM Conforming Certificates will be blackly c. Original quotation/Principal/OEM proformed. In case of bulk proforma invoice, a certificate bulk proforma invoice have not been deproforma invoice from the manufacturers/sure. Submit breakup of cost of stores/services. | and valid e-mail and Fax No to firm shall either provide OEM to be e-mailed to CINS under must follow in any case through the OEM for verification of Companies/firms rendering false isted. In a invoice. Ficate that prices indicated in the creased since the date of bulk ppliers. |                      |                          |
|              | page is to be attached where a (4) Any other tax  (i) Fixed to werhead charges like labour (iv) Agent commission/profit, if any. (v) Any other expenditure/cost/service/tender.  | exes and duties imposed by the cable:-  ong with photocopy of the related pplicable.  r, electricity etc.  remuneration as asked for in the  |                      |                          |
| 19<br>result | Rejection of Stores/Services. The of contract concluded against this tender material at the rejection on Govt. expense   | stores/services offered as a ay be rejected as follows:  | Understood<br>agreed | Understood<br>not agreed |
|              | <ul><li>b. 2 nd rejection on supplier expense</li><li>c. 3rd rejection contract cancellation will be</li></ul>   | e initiated.   |                      |                          |

| 20 Rejection of Stores/Services. To ensure timely and correct supply  | Understood        | Understood            |
|---|-------------------|-----------------------|
| of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency   | agreed            | not agreed            |
| in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges)                                 |                   |                       |
| on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per  |                   |                       |
| prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be  |                   |                       |
| endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified   |                   |                       |
| in the contract. The CMA (DP) Rawalpindi has the like power of seeking  |                   |                       |
| encashment of the Bank Guarantee as if the same has been demanded by the  |                   |                       |
| purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days                                   |                   |                       |
| after completion of warranty period and remain in force till one year ahead of the  |                   |                       |
| delivery date given in the contract. If delivery period is extended, the supplier shall   |                   |                       |
| arrange the extension of Bank Guarantee within 30 days after the original delivery  |                   |                       |
| period to keep its validity always one year ahead of the extended delivery period.  |                   |                       |
| The BG form can be obtained from DP(N) on e-mail address given on page 1.   |                   |                       |
| Format of BG is enclosed at Annex B.  |                   |                       |
|   |                   |                       |
| 21 <u>Integrity Pact.</u> There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by   | Understood agreed | Understood not agreed |
| Supplier / Firm to any Government official / staff whether to solicit any undue   |                   |                       |
| benefit, favour or otherwise. Following provisions must be clearly read and   |                   |                       |
| understood for strict compliance:   |                   |                       |
| a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial  |                   |                       |
| value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10  |                   |                       |
| Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at                                     |                   |                       |
| dpn@paknavy.gov.pk  |                   |                       |
| b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity,  |                   |                       |
| same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take   |                   |                       |
| severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through                                 |                   |                       |
| DGDP and legal action against the individual (s) involved as per Pakistans Code of  |                   |                       |
| Criminal Procedure.   |                   |                       |
| c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or |                   |                       |
| gratification directly or indirectly, the matter is to be immediately brought to the personal   |                   |                       |
| notice of Director Procurement (Navy) on Respective Section Tel: 051-9271468 or through   |                   |                       |
| a personal meeting in office. Privacy of firms and their Reps sharing such information will   |                   |                       |
| be guaranteed without any prejudice to their normal business activities.  |                   |                       |
| 22 <u>Correspondence.</u> All correspondence will be addressed to the   | Understood        | Understood            |
| Purchaser i.e. DP (Navy). Correspondence with regard to payment or issue of   | agreed            | not agreed            |
| delivery receipt may be addressed to CMA Rawalpindi and Consignee   |                   |                       |
| respectively with copy endorsed to the DP (Navy).   |                   |                       |
|   |                   |                       |
| 23 <u>Pre-Shipment Inspection.</u> PN may send a team of officers   | Understood        | Understood            |
| including DP(N) member for the inspection of major equipments and machinery   | agreed            | not agreed            |
| 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  | _ <del></del>     | _ <del></del>         |
| breakdown of the same should be given separately in the commercial offer.   |                   |                       |

| include | fresh clause (s) modify the existing clauses with the mutual agreement by plier and the purchaser; such modification shall form an integral part of the t   | understood agreed    | not agreed            |
|---------|---|----------------------|-----------------------|
| concern | <u>Discrepancy.</u> The consignee will render a discrepancy report to all <sup>L</sup> ed within 60 days after receipt of stores for discrepancies found in the ment. The quantities found short are to be made good by the supplier, free  | Understood<br>agreed | Understood not agreed |
| 26.     | Price Variation.  a. Prices offered against this tender are to be firm and final. b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance. 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.   |                      | Understood not agreed |
| 27.     | a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.  b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.  c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.  d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.  e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser. |                      | Understood not agreed |

| 28.   | Arbitration.   | Parties shall make t  | heir attempt to settle   | all disputes <sup>Under</sup>   | stood Unders                |     |
|---|--|---|--|---|-----------------------------|-----|
| that eit  | her party shall perce<br>s towards settlemen<br>notice to the other pa   | ive such friendly dis<br>t of dispute (s) at a  | ssions in good faith. cussion to be making ny time, then such p s) to final and biding a   | g insufficient<br>arty may be   | eed not agr                 | eed |
|   | nominated by each appoint an umpire I of the Superior coarbitration proceedi b. The venue of the is issued or such determine.  c. The arbitration and. In course of arbitration proceeding that part who appoints that part who appoints that part who appoints and the course of arbitration and the course of ar | party, who before e<br>by mutual agreement<br>ourt shall be reques<br>ngs shall be held in F<br>e arbitration shall be<br>other places as the<br>vard shall be firm and<br>tration the contract s<br>ich is under arbitration | hall be continuously   | erence shall gree a judge umpire. The akistani Law. the contract scretion may |                             |     |
| 29.<br>jurisdict                                  | Court of Jurisdiction. ion at Rawalpindi, Pa   |   | f any dispute only<br>sdiction to decide the   |   |                             |     |
|   |  |   |  |   |                             |     |
| with DP   | P & I-35, if the stores  | ed on the suppliers by supplied after the ex  | dated Damages upto<br>the purchaser in acc<br>piry of the delivery da<br>eed 10% of the contra   | ordance <sup>agreed</sup><br>te without                                       | Underst<br>not agre         |     |
| 31.<br>to comp<br>and Exp                         | Risk Purchase.  Bly with the contractuation  Bly ense (RE) of the sup  | l obligations the cont  | of failure on the part of<br>ract will be cancelled a<br>ith DPP & I-35.   |   |                             |     |
|   |  |   |  |   |                             |     |
| contrac   | t become ineffective of  | ract is cancelled eithe<br>lue to default of supp   | If the contractor fai<br>er on RE or without RE<br>lier / seller or stores /<br>ment, contractor shall   | E or <sup>agreed</sup><br>equipment   | erstood Undersi<br>not agre |     |
| pay to<br>default<br>place s<br>compet<br>the pur | the Government com<br>or from the rescission<br>uch compensation wi<br>ent authority. Compe  | npensation for loss on of his contract whe ill be in excess to the insation amount in tell be deposited by c  | or inconvenience results in such default or results e RE amount, if imperms of money will be ontractor / seller in the contractor | Ilting for his cission take osed by the decided by                            |                             |     |

| compensate represent except the government breach of nominate the Manu | Bratuities/Commission/Gifts. No commission, rebate, I sation in any form shall be paid to any local or foreign agent, contained the agent commission payable as per the agent commission, rebate, I sation in any foreign agent, or agent commission, rebate, I sation in any foreign agent, or agent commission, rebate, I sation in any foreign agent, or agent commission, rebate, I sation in any foreign agent, or agent commission, rebate, I sation in any foreign agent, or agent commission, rebate, I sation in any foreign agent commission payable as per the agent commissi | consultant agree<br>urer/Supplier<br>plicy of the<br>portract. Any<br>for their sole<br>blacklisting of |                      | Understood<br>not agreed |
|--|--|---|----------------------|--------------------------|
| t<br>t<br>s<br>s<br>i  | a. If at any time during the currency of the contract the Purch to terminate the contract for any reason whatsoever (of reasons of Non-Delivery) he shall have right to do so be Supplier a registered notice to that effect. In that event the Faccept delivery at the contract price and term stores/goods/services which are in the actual process of main is completed and ready for delivery within thirty days after a Supplier of such notice.  b. In the case of remainder of the undelivered stores/goods   | ther than for<br>by giving the<br>Purchaser will<br>s of such<br>nufacture that<br>receipt by the       | Understood agreed    | Understood not agreed    |
| ,  | Purchaser may elect either:  (i) To have any part thereof completed and take the deat the contract price or. (ii) To cancel the remaining quantity and pay to the Suarticles or sub-components or raw materials purch Supplier and are in the actual process of manufacture abe determined by the Purchaser. In such a case maprocess of manufacture shall be delivered by the Supurchaser.  | upplier for the hased by the at the price to aterials in the  |                      |                          |
|  | c. Should the Supplier fail to deliver goods/services in time terms of contract or fail to render Bank Guarantee within time period or any breach of the contract the Purchaser reset to terminate/cancel the contract fully or any part thereof at  | the stipulated erves the right  |                      |                          |
| reserves for such r  | Rights Reserved. Directorate of Procurement (Navy), full rights to accept or reject any or all offers including the low rejections may be communicated to the bidder upon written rean for grounds is not required as per PPRA Rule 33 (1).  | Rawalpindi<br>vest. Grounds<br>equest, but  | Understood<br>agreed | Understood not agreed    |
| this enqui<br>the Officia<br>secrecy re                                | Application of Official Secrets Act, 1923. All the matters colors and subsequent actions arising there from come within the fall Secrets Act, 1923. You are, therefore, requested to ensegarding documents and stores concerned with the enquiry appear of your employees having access to this information.   | e scope of <sup>agree</sup><br>sure complete  |                      | Understood not agreed    |

|                                | Acknowledgment. thin 07 days from the date of do PPRA.ORG.P  |  |   |  | acknowled<br>PRA Web   |                          |                      | Understood<br>not agreed |
|--------------------------------|--|--|---|--|--|--------------------------|----------------------|--------------------------|
| K                              |  |  |   |  |  |                          |                      |                          |
| 38.                            | <u>Disqualification.</u>   | Offers are I   | iable to b  | e reject   | ed if:-  |                          | Understood agreed    | Understood<br>not agreed |
|                                | a. Received later than appoin b. Offers are found conditiona c. There is any deviation from contained in this tender. d. Forms DP-1, DP-2 (along of NOT received with the techn e. Taxes and duties, freight indicated separately as per of 17. f. Transury shallon is NOT att                         | Il or incomp<br>the Gene<br>with Annex<br>nical offer.<br>/transporta<br>required pi | olete in a<br>ral /Spec<br>es), and<br>ation and<br>rice brea | iny resp<br>ial/Tech<br>DP-3 di<br>insura<br>kdown | nical Instruly signed nce chargementioned  | l, are<br>ges NOT        |                      |                          |
|                                | f. Treasury challan is NOT att g. Multiple rates are quoted at h. Manufacturers relevant brequipment assemblies are ni. Subject to restriction of exposi. Offers (commercial/technicamendments/corrections/overk. If the validity of the agency l. The commercial offer again currency and vice versa. | gainst one ochures ar ot attache ort license. al) contain writing. agreemen          | item.  Ind technited in supting non-item.                     | cal deta<br>port of s<br>nitialed/<br>ed.          | ils on maj<br>specificati<br>unauthen  | ons.<br>ticated          |                      |                          |
|                                | m. Principals invoice in duplicare inclusive or exclusive of n. Earnest money is not provious. Earnest Money is not provious. If validity of offer is not quo confirmation later. q. Offer made through Fax/E-r. If offer is found to be based.  | the agent<br>ded.<br>ded with th<br>oted as req<br>mail/Cable<br>I on cartel         | commissue technicuired in I                                   | sion is n<br>cal offer<br>T or ma                  | ot enclose<br>(or as spe<br>de subjec  | ed.<br>ecified).<br>t to |                      |                          |
|                                | sources/ participants of the t<br>s. If OEM and principal name<br>t. Original Principal Invoice is   | and comp   |   |  | ot mentior   | ned.                     |                      |                          |
| decision<br>the con<br>compris | peals by Supplier/Firm.  An of DP (N) or CINS or any other antract may prefer an Appeating PN Officers and military findical and timeline for preferring appressing and military findical and timeline for preferring appressing appression.   | I to Star<br>ance rep a  | atic area<br>nding Ap<br>nt Naval l                           | towards<br>peal C<br>headqua                       | s the exectory the the state of | cution of (SAC)          | Understood<br>agreed | Understood<br>not agreed |
| S.No                           | Cetegary of Appeal   |  | Limitation  | n Perio  | <u></u>  | ]                        |                      |                          |
| a a                            | Appeals for liquidated damage  | nes  |   |  | decision   |                          |                      |                          |
| b                              | Appeals for reinstatement of   |  |   |  | decision   |                          |                      |                          |
| С                              | Appeals for risk and expense   |  |   |  | decision   |                          |                      |                          |

Within 30 days decision

Within 30 days decision

Appeals for rejection of stores

Appeals in all other Cases

d

е

| 40. <u>Limitation</u><br>para 39 above shall i | ,   | ter the lapse of timelines given in  | Understood agreed    | Understood<br>not agreed |
|--|---|--|----------------------|--------------------------|
|  | gistered with DGDP unde                               | For Firms not Registered with ertake to apply for registration with be found on DGDP website ww.         | Understood<br>agreed | Understood<br>not agreed |
| dgdp.gov.pk.These f                            | irms can participate in ter                           | nder iaw paras 12 and 14 above   |                      |                          |
| registration in accord<br>(FS) Team will be r  | lance with Para 41. Besic<br>made for security cleara | DGDP should initiate provisional des, ground check by Field Security nce related to participation in the | Understood<br>agreed | Understood<br>not agreed |
| tender after technica<br>for ground check by   | . •   | ake to provide following documents   |                      |                          |
| a. NTN<br>b. Income Ta                         | ax Return   |  |                      |                          |

- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise and Taxation)
- g. Office/Home/Ware House Property documents
- h. Utility Bills (Phone/Electricity)
- j. Firm Vehicle/Personal Vehicle
- k. CEO Visiting Card/NIC Copy, 03Xspecimen signature of CEO
- I. 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

| Sincerely yours,  |                      |                          |
|---|----------------------|--------------------------|
| <sup>45.</sup> Format of DPL-15 (warranty form) and PBG are enclosed as Annex A and B.  | Understood<br>agreed | Understood<br>not agreed |
| 44. The above terms and conditions are confirmed in total for acceptance.   | Understood<br>agreed | Understood<br>not agreed |
| provisions accepted shall form the baseline for subsequent contract negotiations.   |                      |                          |
| 43. We solemnly undertake that all IT clauses marked as "Understood and Agreed" shall not be changed / withdrawn after tender opening. The IT provisions accepted shall form the baseline for subsequent contract | Understood<br>agreed | Understood<br>not agreed |

## **DPL-15 (WARRANTY)**

| FIRM'S NAME M/s  |   |  |
|--|---|--|
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
| 1. We hereby guarantee that the articles supproduced new in accordance with approved daccordance with the terms of the contract, and manufacture are in accordance with the latest a in accordance with the terms of complete of goshall replace FOR/DDP Karachi free of cost eshall be found defective or not within the limits a or in any way not in accordance with the terms of the state | frawings/specification and in all respect in<br>the materials used whether or not of our<br>appropriate standard specifications, as also<br>good workmanship throughout and that we<br>every article or part thereof use or in use<br>and tolerance of specifications requirement |  |
| 2. In case of our failure to replace the defecting period, we shall refund the relevant cost FO currency in with received).  |   |  |
| 3. This warranty shall remain valid for 01 Year user   | after the acceptance of stores by the end   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
| The signature must be the same as that on the tender/contract, or if   | SIGNATURE   |  |
| otherwise must be shown to be the signature of a person capable of   | DATE  |  |
| giving a guarantee on behalf of the contractor   |   |  |
|  | PLACE   |  |

# BANK GUARANTEE FOR PERFORMANCE ON JUDICIAL STAMP PAPER OF RS. 100/- OR AS SUITABLE TO THE AMOUNT OF BG

| (i) Contract No.                      | dated   |
|---------------------------------------|---|
| (ii) Name of Firm/Contractor          |   |
| (III) Address of Firm/Contractor      |   |
| (iv) Name of Guarantor                |   |
| (v) Address of Guarantor              |   |
| (vi) Amount of Guarantee Rs           |   |
| ()                                    |   |
|                                       | (in words)  |
| (vii) Date of expire of Guarantee     |   |
|                                       |   |
|                                       |   |
|                                       |   |
| To: The President of Islamic Rep      | oublic of Pakistan through the                              |
| Controller of Military Accounts (I    | Defence Purchase) Rawalpindi.                               |
|                                       |   |
| Sir                                   |   |
| ,1. Whereas your good self have       | entered into Contract No.                                   |
| , ,                                   | dated   |
| with Messers                          |   |
|                                       |   |
| (F                                    | ull Name and Address)                                       |
| hereinafter referred to as our c      | sustomer and that one of the conditions of the Contract is  |
|                                       | I Bank Guarantee by our customer to your good self for a    |
|                                       | Rupees/FE(as applicable)                                    |
|                                       |   |
|                                       |   |
|                                       |   |
|                                       |   |
| •                                     | ation of the contract, we hereby agree and undertake as     |
| under: -                              |   |
|                                       | on demand and/or without any reference to our Customer      |
|                                       | sum or RsRupees or  |
| FE (as applicable)                    | as would be mentioned in                                    |
| your written Demand Notice.           |   |
| b. To keep this Guarantee in for      |   |
| · · · · · · · · · · · · · · · · · · · | nk Guarantee shall be kept one clear year ahead of the      |
| <del>-</del>                          | d or the warrantee of the stores which so ever is later in  |
| duration on receipt of informatio     |   |
|                                       | y must be duly received by us on or before this day. Our    |
| •                                     | tee shall cease on the closing of banking hours on the last |
|                                       | ank Guarantee. Claim received thereafter shall not be       |
|                                       | ruffer a loss or not. On receipt of payment under this      |
| •                                     | ank Guarantee must be clearly cancelled, discharged and     |
| returned to us.                       |   |

| d. That we shall inform your office regarding termination of the validity of this Bar 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 consent of the | ne |
|---|----|
| 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  |    |
| addition/deletion provided such like actions do not increase our monetary liability und   |    |
| 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.  | ne |
| g. That this an unconditional Bank Guarantee, which shall be enchased on sight of presentation without any reference to our   | n  |
| Customer/Seller or Vendor.  |    |
|   |    |
|   |    |
|   |    |
| Guarantor   |    |
|   |    |
|   |    |
|   |    |
| Dated: (Bank Seal and Signatures)   |    |
| Signatures)   |    |

# <u>AFFIDAVIT/UNDERTAKING</u> (WORTH RS, 100/- ON JUDICAL STAMP PAPER)

| Mr  | Authorized signatory/  |
|---|--|
| Mr_<br>Partner/MD of M/s                        | , do hereby solemnly affirm to DGP   |
| (Army), DP (Navy), DP (Air) and Director        | ate General Defence Purchase, Ministry of Defence                                |
| Production, Rawalpindi that our firm M/s_       | has applied for registration  DGDP) duly completed all the documents required by |
| with Director General Defence Purchase (        | DGDP) duly completed all the documents required by                               |
| registration section on(date) i                 | e before signing the contract. I certify that the above,                         |
| mentioned statement is correct. In case it      | is detected on any stage that our firm has not applied                           |
| for registration with Director General Defe     | ence Purchase or statement given above is incorrect,                             |
| our firm will be liable for disciplinary action | on initiated (i,e debarring, the firm do business with                           |
| other Defence Establishment and Govt A          | Agencies). I also accept that any disciplinary action                            |
| taken will not be challenged in any Coul        | rt of Law.   |
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|   |  |
|   | Cimantum   |
| Station:  | Signature:   |
| Date:   | Name:Appointment in Firm:  |
|   | Appointment in Firm:   |

ATTESTED BY OATH COMMISSIONER WITH STAMP

### **INVITATION TO TENDER FORM**

- 1 Schedule to Tender No. 125003\R2112330334 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:00 Hours on 2022-03-03 Please drop tender in the Tender Box No. 203
- You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
- 3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed and stamped. Same are available at www.ppra.org.pk

| S NO   | DETAIL OF STORES   | QTY                | UNIT PRICE | TOTAL PRICE |
|--|--|--------------------|------------|-------------|
|  | 7920500000937   Brush Boot Polishing                                   | 60000 0            |            |             |
| 1  | Detailed: Technical Specification Special Instructions: As Per Annex A | 60000.0<br>NUMBERS |            |             |
| Above mentioned price includes 17% sale<br>Tax (Please tick Yes or No) |  | ,                  | Yes        | No          |
|  | Grand Total  |                    |            |             |

### **Terms and Conditions**

4.

1. <u>Terms of Payment</u> As per Annex B

Origin of OEM indigenous
 Origin of Stores indigenous

5. <u>Delivery Period</u> 30 Oct 2022 (50%) & 31 Jan 2023 (50%)

Required

6. <u>Currency</u> PAK RUPEES

7. Basis for acceptance FOR

**Technical Scrutiny Report** 

8. <u>Bid validity</u> The validity period of quotations must be indicated and should

invariably be 120 days from the date of opening of technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days

as per original offer) i.a.w PPRA Rule-26.

9. <u>Tendering procedure</u> Single Stage - Two Envelopes

bidding procedure will be followed . PPRA Rule 36 refers.

### 10. <u>Earnest Money/Tender Bond</u>

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

- a. <u>Submitting improper Earnest</u> Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause 14 of DP-1 and clause 10 of DP-2) on the subject. We have no objection on confiscation of Earnest Money/Bid security and rejection of our offer in case amount of Earnest Money/Bid Security is improper/insufficient in violation of IT condition.
- b. Rates for Contract. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-
  - (i) <u>Registered/Indexed/Pre-Qualified Firms.</u> 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
  - (i) Registered/Pre-Qualified but Un-indexed 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
  - (i) <u>Unregistered/not Pre-Qualified/Un-indexed</u> 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.
- c. Return of Earnest Money. (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract. (ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

### 13. Special Note.

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

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.
- b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on ctiveTaxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- i. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A, B & C duly signed and stamped by firm authorized rep is to provide for technical scrutiny.
- j. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

### RESTRICTED



IMMEDIATE

DID OFFICE OF NRDI (ITD WING)

PN/DID/03/12096326

58455

See Distribution

14 January 2022

DEVELOPMENT OF SPECIFICATIONS OF BRUSH BOOT POLISHING

Reference:

PN/NS Dte/03/3456540 dated: 13 Jan 2022

Apropos reference A, PN specifications of 'Brush Boot Polishing' have been approved by Competent Authority and same are hereby promulgated for further necessary action, please.

MUHAMMAD AFSAR Capt PN DID

Encl(s):

PN Specifications of Brush Boot Polishing 1,

Distribution:

External:

Action:

NS Dte Attn: DDNS II

CSD N

RESTRICTED

# Altn: GO I PNCSD Chief Inspector of Naval Stores Attn: I O CLOTHING CINS Information: LINS Chief Inspector of Naval Stores Attn: DCINS CSD N Attn: CO PNCSD Internal: Information: DID Attn: SO TEXTILE

PN/DID/03/12096326 approved by DID Capt PN Muhammad Afsar on 14 Jan 2022 Note: Computer generated documents do not require signature

RESTRICTED



























# **BRUSH BOOT POLISHING**

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### Prepared by:

Directorate of Indigenous Technical Development Naval Headquarters, NSSD, West Wharf Road KARACHI

Tel: 021 48508410 Fax: 021 99214765

### PROMULGATION ORDER

- This specification is hereby approved and promulgated for information, guidance and compliance by the relevant person.
- The details contained in the specification are to be studied, interpreted and implemented with due regards to the interest of the Service.

### SUGGESTIONS FOR AMENDMENT

1. The specification has been prepared to bring the test methods and procedures in line with up-to-date PN requirements and facilities held in Pakistan. CINS may request to amend any test requirement/ test procedure in light of the experience emanating from its inspection history, through the feedback form placed at Annex F. However, such an alteration will be effective when the amendment is promulgated by this Directorate, and will be effective on the contracts which materialize after the promulgation date of respective amendment.

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# RECORD OF CHANGES/ AMENDMENT

| Amd No | Date | Letter of amendment and description | Signature and Date |
|--------|------|-------------------------------------|--------------------|
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### 0101 DESIGNATION

Brush Boot Polishing

### 0102 USAGE

 These Brush Boot Polishing are to be used by CPOs/ Sailors, PNP and Fire Brigade Staff of Pak Navy.

### 0103 INTRODUCTION

- 1. This specification is prepared by Directorate of Indigenous Technical Development, Karachi, to provide necessary guidance to the potential manufacturers/ suppliers of the items mentioned herein. This specification is to be used for testing and deciding upon acceptance, or otherwise, of the items mentioned. Any alteration or addition in this specification can be suggested to ITD wing (NRDI). However, it cannot be implemented without prior approval from DNS. This specification supersedes and replaces Brush Boot Polishing Specification P-SC/512 dt 31 Dec 1971 and any other specifications promulgated earlier in relation to the item mentioned herein.
- This specification booklet includes 06 Annexes and consists 19 pages, including the cover.

### 0104 SCOPE

- 1. This specification covers the technical/ manufacturing requirements of Brush Boot Polishing to be used by CPOs/ Sailors of Pakistan Navy. It defines and lays down the quality standards, details of materials, workmanship and finish. It also defines brief requirement and process of sampling, testing, inspection acceptance/rejection, marking, preservation, packing and delivery etc. of brush boot polishing.
- The supplier/ manufacturer shall comply in every respect with the terms of this specification and ensure that the stores conform to it in all respects.

### 0105 RELATED DOCUMENTS

The latest standards documents that have been referred to in this specification are:

| a. | AATCC-20 A  | Fiber Analysis –Qualitative.   |
|----|-------------|--|
| b. | ISO-3129    | Sampling method and general requirement for physical and mechanical testing (Timber) |
| C. | ASTM E 1085 | Determination of Metal composition through XRF                                       |

### 0106 TERMS & DEFINITIONS

 Definitions for the terms used in this standard are given at Annex A of this specification.

### 0107 TECHNICAL DETAILS OF BRUSH BOOT POLISHING

 The Technical Details of Brush Boot Polishing are mentioned at Annex B of this specification.

### 0108 TECHNICAL DRAWING

All dimensions in the form of technical drawing is given at Annex C.

### 0109 GUIDELINES FOR MANUFACTURING OF BRUSH BOOT POLISHING

- The Brush Boot Polishing shall be manufactured conforming to the composition, shape, design and dimensions given at Annex B and C or sealed sample.
- The timber shall be of good quality seasoned to a moisture content not exceeding 12% and of straight grains. It shall be free from rot or other harmful fungal or insect attack, sapwood, pitch, warp, objectionable knots, cracks or any other defects.
- Brush boards shall be made from any of the timbers mentioned below:
  - a. Sissoo Delbergia Sissoo
  - b. Mango Mangifera Indica
  - c. Haldu Adina Cordifolia
  - d. Toon Cedrela Toona
  - e. Teak Tectona Grandis
- 4. Bristles shall be brown/grey/black of selected quality and should be properly cleaned and free from adultrants. In cleanliness, quality, solidity, length and stiffness, it shall be equal to sealed sample.
- 5. The Brush boot polishing shall be manufactured by machine. The details are as follows:
  - Machine Made Brush:
    - (1) The board shall be cut to the thickness of the brush and drilled with 126 holes in the manner as shown in technical drawing at Annex C or sealed sample.
    - (2) The tufts of bristles shall be firmly slogged into the holes and securely fastened with wire so that they cannot be easily withdrawn.
    - (3) The filling/ Bristles shall be trimmed straight faced.
- The Brush boards shall be sand papered and finished smooth.

### 0110. QUALITY OF WORKMANSHIP AND FINISHING

1. The Workmanship and finish of Brush Boot Polishing shall be equal to sealed pattern. It shall be the best of its class and to the entire satisfaction of the INS Inspectors.

### 0111. TESTING

1. The stores/ material during manufacturing and after delivery shall be tested and examined as the Inspector may consider necessary in order to determine whether they conform to Annex B of this specification. Inspecting authority reserves the right to get any B/R samples tested from any reputable Laboratory other than PN. However, any test considered important by Inspecting Authority other than Annex B may also be conducted to check its quality. Firm is liable to pay all the testing charges.

### 0112. QUANTITY OF BULK REPRESENTATIVE SAMPLES FROM LOT/BATCHES

1. No of samples drawn from bulk quantity for inspection/ testing are as per instruction of Inspecting Officer or as per following table (if deemed appropriate):

| Lot Size     | No. Sample |
|--------------|------------|
| 300 ≥500     | 03         |
| 501 ≥ 800    | 05         |
| 801 ≥ 1300   | 07         |
| 1301 ≥3200   | 10         |
| 3201≥8000    | 15         |
| 8001≥22000   | 30         |
| 22001≥110000 | 40         |

### 0113. TENDER SAMPLE

- Tender sample to be approved by TSR Committee.
- 2. For each contract following material shall be supplied by the manufacturer at the time of tendering:

| a. | Brush                 | 02 x samples    |  |
|----|-----------------------|-----------------|--|
| b. | Timber                | 12" x 12" piece |  |
| C. | Brush Bristles        | 1/4 Oz.         |  |
| d. | Bristles Holding Wire | 100 cm or 50 gm |  |

### 0114. ADVANCE SAMPLE

- Advance sample or pre-production sample, when required, shall be submitted in accordance with terms of the contract for inspection, as per Annex B and C and approved by CINS.
- Whenever Tender, Advance or pre-production sample is not required, the suppliers/ manufacturer are advised in their own interest to submit to the Inspecting Officer or his representative an initial delivery of One % of the contract or ten samples along with samples of accessories/ materials for inspection and testing.

- 3. The approval of Tender, Advance or pre-production sample, authorizes the commencement of bulk production but does not relieve the suppliers/ manufacturers from compliance with all the provisions of this specification. One approved sample shall be properly sealed by INS and returned to the firm for guidance; rest of the approved sample shall be retained by INS for future use in bulk Inspection (if deemed necessary).
- 4. The Pre-production sample shall be manufactured by the manufacturer with the same facilitates which will be used for manufacture of the bulk items.

5.Firm shall provide advance sample along with quality verification reports from an accredited laboratory, whenever asked/ required by Inspecting Authority to ensure compliance of quality assurance parameters during production/ final internal inspection.

### 0115. INSPECTION

- Bulk representative sample (B/R) and random sampling will be carried out as per rules in vogue.
- 2. <u>Inspection of Brush Boot Polishing</u>. The guidelines for Inspector w.r.t general defects are defined at Annex D.
- 3. <u>Inspection/ Acceptance and Rejection of Stores</u>. Inspection/ acceptance is to be carried out to the entire satisfaction of Chief Inspector of Naval Stores or as per instruction/ procedure laid down in unit/ department Standing Order.
- 4. INS reserves the right to reject the whole supply in case, upon examination, material or packing of any sample or portion of the consignment is found NOT CONFORMING the parameters laid down in this specification or the quality of product does not seems up to the mark.
- If on examination of 5% of any delivery, 20% of those examined from bulk supply are found NOT CONFORMING to this specification in respect of the pattern, dimensions, workmanship and finish, the whole consignment may be rejected without any compromise.
- All stores and packing NOT fully in accordance with this specification shall be rejected.
- 7. Responsibility for Inspection. The supplier is responsible for the performance of all inspection requirements (examinations and tests) as specified herein. PN reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to ensure supplies and services conform to prescribed requirements.
- Responsibility for Compliance. The inspection set forth in this specification shall become a part of the supplier's overall inspection system or quality program. The absence of any inspection requirements in the specification shall not relieve the contractor

of the responsibility of ensuring that all products or supplies submitted to PN for acceptance comply with all requirements of the contract. Sampling inspection, as part of manufacturing operations, is an acceptable practice to ascertain conformance to requirements. However, this does not authorize submission of known defective material, either indicated or actual, nor does it commit PN to acceptance of defective stores (material).

- 9. Replacement by the Contractor. The supplier is responsible for replacement of the consignment or any part thereof, whenever it is found to be not conforming to this specification. The supplies so tendered in replacement, shall be subjected to testing/ Inspection and acceptance by the Inspecting Officer.
- 10. <u>Responsibility for Safety</u>. The supplier/ manufacturer is fully responsible for the safety of supplies during inspection, storage at firm's premises, proper packing, dispatch and delivery up to consignee.
- 11. The CINS is the authority in all matters pertaining to Inspection.

### 0116. PACKING AND PRESERVATION DETAILS

- The quality of packing shall be examined/ tested as the Inspector may consider necessary in order to determine whether they conform to this specification.
  - a. <u>Packing</u> The store when ordered to be delivered 'PACKED' shall be distributed evenly in each carton.
    - (1) 10 x Brushes shall be packed in plastic bag of suitable size with face to face...
    - (2) 10 x plastic bags (100 x Brushes) will be packed in card board carton.
    - (3) Packing, marking and preservation will be done by the supplier as per specification or instructions of the Inspecting Officer and with adhesive tape of 10cm width of the best quality.
    - (4) The binding and wiring of the carton card board shall be done in accordance with the instructions of the Inspecting Officer.
  - b. <u>Packing Slip</u>. A Packing Slip shall be enclosed in each package giving full details about the store packed i.e. Cat No. designation, quantity packed, contract No, Challan No and date I/Note No or Voucher No. and date, consignee, consignor, date of packing and packer's signature, Package No and weight of the individual Package.

### 0117. IDENTIFICATION LABEL

1. Each package shall bear following clear and indelible information on Main Label pasted on 10 x pcs plastic bag:

- a. Item name/ item description with size and NSN/ patt no.
- b. Contract number and Date.
- Year of manufacturing.
- Firm's name, initials, or trade mark.
- e. Batch no.

### 0118. PACKING LIST

1. Firm is bound to provide a packing list of store offered for inspection along with the challan, which include complete details about the store i.e. Pattern No., Description of stores, size, quantity, contract No., and Date, Challan No. date and I/Note No. or voucher no. and date, consignee, Manufacturer/ firm's name, date of packing and packer's signature, QA certificate /Lab test report from any accredited lab.

### 0119. MARKING OF STORES

- Each carton shall be clearly and indelibly marked with contractor's name, initial or recognized trade mark, the year of manufacturing, Cat No Designation and size.
  - a. On Front and Top
    - Consignee Address.
    - (2) Contract No and date.
    - Description of Stores Packed and NSN/Patt No.
    - (4) Stowage / Stacking Instructions.
    - Quantity of the Item packed.
    - (6) Signature along with stamp of Packaging Manager/ rep of firm.

### b. On Back

- Manufacturers name / Firm's name.
- (2) Voucher No. or inspection note no. and date.
- (3) The No. of individual Package and the total No of Packages in the consignment joined by the word 'of 'e.g. 2 of 300.
- (4) Weight of the package.
- (5) Month and year of packing.
- (6) Destination i.e. Railway station/ (Navy).

### 0120. DELIVERY

- The consignment of store will be delivered in accordance with the terms of contract.
- The store shall be delivered in brand new, clean and dry condition.
- The contractor/ manufacturer is fully responsible for the safety of the supplies during inspection, stage inspection, storage at firm's and consignee premises, proper packing, dispatch and delivery up to consignee.

### XXXXXSDXXXXX

### MUHAMMAD AFSAR Captain Pakistan Navy DID

### Annexes:

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### ANNEX A TO PN SPECIFICATION NO.19/2021 PROMULGATION DATE 14 JAN 22

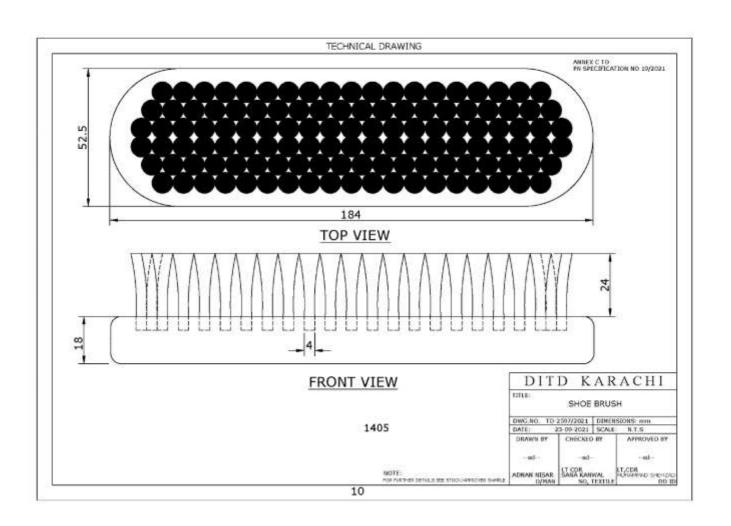
### **TERMS & DEFINITIONS**

- a. <u>CINS</u>: Chief Inspector of Naval Stores
- DITD: Directorate of Indigenous Technical Development
- DNS: Directorate of Naval Store.
- d. PNCSD: Pakistan Navy Clothing Store Depot
- e. PNCTA: Pakistan Navy Central Testing Authority
- f. <u>Inspector:</u> The term inspector shall include the "inspection Authority", inspecting officer and their representatives, duly authorized for the purpose of discharging inspection duties involved.
- g. <u>Inspection Authority:</u> Chief Inspector of Naval Stores (CINS). His verdict in respect of Sealed Inspection matters is to be taken as final.
- h. <u>Inspecting Officer:</u> An officer nominated by the CINS for carrying out inspection of stores supplied by the supplier, against a specified contract or order, in accordance with the particulars stipulated therein.
- j. <u>Acceptance Quality Level (AQL)</u>: It represent allowable limit/ tolerance of defects or non-conformities in an offered store/ lot/ batch. It represent in percentage, also known as Allowable Quality Limits.

## ANNEX B TO PN SPECIFICATION NO 19/2021 PROMULGATION DATE 14 JAN 22

# TECHNICAL DETAILS OF BRUSH BOOT POLISHING

| S. No | PAR    | <u>AMETERS</u>               | METHOD               | RESULTS  |  |  |  |
|-------|--------|------------------------------|----------------------|--|--|--|--|
| 1.    | TIMBER |                              |                      |  |  |  |  |
|       | a.     | Material                     | Microscopic analysis | Wood (Popular or Timber of good in quality)                              |  |  |  |
|       | b.     | Length                       | Physical analysis    | 7 inch   |  |  |  |
|       | C,     | Width                        |                      | 2 inch   |  |  |  |
|       | d.     | Thickness                    |                      | 5/8 inch   |  |  |  |
|       | e.     | Moisture Content<br>(Timber) | ISO-3129             | 12% ± 1%   |  |  |  |
|       | f.     | Proofing (Rot or Moth)       | Chemical Analysis    | Zinc/ Copper Napthanate  |  |  |  |
|       | g.     | Finished                     |                      | Varnish  |  |  |  |
| 2.    | BRIS   | STLES                        |                      |  |  |  |  |
|       | a.     | Material                     | Microscopic view     | (1) Brown: Cow hair<br>(2) Black: Buffalo hair                           |  |  |  |
|       | b.     | Color                        | Visual analysis      | Brown     Black     Cow and Buffalo hair, color may be checked visually) |  |  |  |
|       | C.     | Length                       | Physical analysis    | (1) Brown: 2.45" ± 0.5"<br>(2) Black: 2.45" ± 0.5"                       |  |  |  |
|       | d.     | Weight in each brush         |                      | 1.8 ± 02 Oz  |  |  |  |
| 3.    | BRIS   | TLES HOLDING WIRE            |                      |  |  |  |  |
|       | a.     | Material                     | ASTM E 1085          | Mild Steel/ Iron   |  |  |  |
|       | b.     | Thickness (SWG)              | Physical analysis    | 20 SWG   |  |  |  |
| 4.    | HOL    | ES IN TIMBER                 |                      |  |  |  |  |
|       | a.     | Dia                          | Physical analysis    | 3.80 mm ± 0.2 mm   |  |  |  |
|       | b.     | Depth                        | Physical analysis    | 5.63 mm ± 0.5 mm   |  |  |  |
|       | C.     | No. of holes                 | Visual analysis      | 126 ± 2  |  |  |  |



# ANNEX D TO PN SPECIFICATION NO 19/2021 PROMULGATION DATE 14 JAN 22

# **COMMON DEFECTS**

| S.No | Defects                    | Possible Cause  |
|------|----------------------------|---|
| TIMB | ER                         |   |
| a.   | Splits                     | Splits are very common defects caused by exposed ends drying out too rapidly.   |
| b.   | Dead or Encased Knots      | <ul> <li>These are the remains of dead branch stumps<br/>overgrown by new annual growth rings. Generally the<br/>wood around the knots has an irregular grain pattern<br/>and is very difficult to work.</li> </ul> |
| C.   | Honey Comb check           | <ul> <li>This defect is caused when the outside of the<br/>timber stabilizes before the inside is dry. The inside<br/>shrink more than the outside, resulting in torn internal<br/>fibers.</li> </ul>               |
| d.   | Bowing or Warping          | <ul> <li>This is caused by badly stacked boards or<br/>stresses caused by poor seasoning of timber.</li> </ul>  |
| e.   | Cupping                    | <ul> <li>This is caused by poor stacking which result<br/>curved appearance of wood edges.</li> </ul>   |
| f.   | Twisting                   | <ul> <li>When ends of the boards are twisted in<br/>opposite direction. It is caused by shrinkage along<br/>spiral or interlocking grain.</li> </ul>  |
| g.   | Springing                  | <ul> <li>When the face of the board remains flat and<br/>edge bends inward to form a curve. It is caused by<br/>shrinkage longitudinally along irregular grains.</li> </ul>   |
| h.   | Case Hardening             | <ul> <li>Where the outside of the board is dry and hard<br/>but moisture is trapped in the centre cells of the wood.</li> <li>It is caused by rapid drying.</li> </ul>  |
| j.   | Waney Edge                 | Occur when the bark is left on during conversion.   |
| k.   | Sloping grain/ Short grain | <ul> <li>Grain does not run parallel to the edge of the<br/>board because of bad conversion. It weakens the<br/>timber.</li> </ul>  |

#### ANNEX E TO PN SPECIFICATION NO 19/2021 PROMULGATION DATE 14 JAN 22

#### ACCEPTABLE QUALITY LEVELS (AQL)

 Acceptable Quality Level (AQL) is maximum average defective items in a lot or limit / percentage of defective items in product/ offered store. It is expressed in a percentage. Number of average defective items is determined by following formula:

Average defective item= No.of defective item found during inspection

Total no.of item to be inspected x 100

2. AQL process: it is used for inspection of finished product/ garment by the QC professionals. AQL standard is depend on the quality of the product to be inspected, random sampling, and experience of inspector. Following AQL table is used to determine lot size/ offered store quantity, least No. of sample to be inspected, AQL %, and acceptance & rejection points:

| Lot size Least No. of sample to Sample to No. Projected /Exceed allowable limit of defective item ( |           |           |           |           | (Re)      |           |           |           |       |           |           |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------|-----------|-----------|
|   | be        | 1.5%      |           | 2.5%      |           |           | 6.5%      |           | 10%   |           |           |
|   | Inspected | Ac        | Re        | Ac        | Re        | Ac        | Re        | Ac        | Re    | Ac        | Re        |
| 281-500   | 20-80     | 1-3       | 2-4       | 1-5       | 2-6       | 2-7       | 3-8       | 3-<br>10  | 4-11  | 5-<br>14  | 6-<br>15  |
| 501-<br>1200  | 32-125    | 1-5       | 2-6       | 2-7       | 3-8       | 3-<br>10  | 4-11      | 5-<br>14  | 6-15  | 7-<br>21  | 8-<br>22  |
| 1201-<br>3200   | 50-200    | 2-7       | 3-8       | 3-<br>10  | 4-        | 5-<br>14  | 6-15      | 7-<br>21  | 8-22  | 10-<br>21 | 11-<br>22 |
| 3201-<br>10000  | 80-315    | 3-<br>10  | 4-        | 5-<br>14  | 6-<br>15  | 7-<br>21  | 8-22      | 10-<br>21 | 11-22 | 14-<br>21 | 15-<br>22 |
| 10001-<br>35000   | 125-500   | 5-<br>14  | 6-<br>15  | 7-<br>21  | 8-<br>22  | 10-<br>21 | 11-<br>22 | 14-<br>21 | 15-22 | 21        | 22        |
| 35001-<br>150000  | 200-800   | 7-<br>21  | 8-<br>22  | 10-<br>21 | 11-<br>22 | 14-<br>21 | 15-<br>22 | 21        | 22    | 21        | 22        |
| 150001-<br>500000   | 315-1250  | 10-<br>21 | 11-<br>22 | 14-<br>21 | 15-<br>22 | 21        | 22        | 21        | 22    | 21        | 22        |
| 500001-<br>above  | 500-2000  | 14-<br>21 | 15-<br>22 | 21        | 22        | 21        | 22        | 21        | 22    | 21        | 22        |

3. If the inspector have time constrain then AQL is beneficial/ helpful in inspection of whole lot/ offered store. It safe time, cost and give effective/ statistical result of product /offered store e.g. If inspector needs 5 minutes to check the item, the quantity to be inspected is 2,500 items then it took 208 hours to check the whole consignment/ offered store.it means 26 days approx. for one store. Calculation is as follows:

$$\frac{5 \min \times 1 \ hr}{1 \ item \ \times 60 \ min} \times 2,500 \ items = 208.33 \ hrs \cong 26 \ days$$

After Implementing AQL standard so the sample taken from the lot/ offered store is 200 items/ sample:

$$\frac{5\,\mathrm{min} \times 1\,hr}{1\,item\,\times 60\,min} \times 2,00\,items = 16.66\,hrs \cong 02\,days$$

4. Quality parameters/ AQL limits may be defined by Inspecting Authority (if deemed appropriate) and communicate to the manufacturer, so the manufacturer set their quality levels (AQL limits) accordingly for their internal audit. Therefore, good quality product is ready for inspection.

#### ANNEX F TO PN SPECIFICATION NO 19/2021 PROMULGATION DATE 14 JAN 22

#### FEED BACK FORM

| Unit Name:                    |          |
|-------------------------------|----------|
| Item Description#:            |          |
| Issue/Problem occurred:       |          |
| PN SPEC #:                    | <u>_</u> |
| Possibility to resolve Issue: | 70/15    |
|                               |          |
| Any Other Remarks:            |          |
| Note:                         | 0        |

- . It's good to give feedback for improvement in any clothing Item.
- · Recurring problem will also be intimated through this form.

Name Stamp

COUNTERSIGNED By CO/Admin Authority

Name Stamp

PM SPECIFICATION NO VOISON PAR SPECIFICATION NO VOISON VOISON NO VOISON VOISON

# **General Requirements/Conditions**

#### ANNEX 'B' TO

Indent No. 125003

Indent Date. 2021-09-28 00:00:

| <u>S.N</u> | o and Description  | Firm's Reply<br>(Compiled) Partialy<br>Compiled/Not<br>Compiled | Reference to attached Firm's proposal/Bro chure |
|------------|--|---|---|
| 1          | SCOPE OF SUPPLY/ WORK  |   |   |
|            | 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.  |   |   |
|            | 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.   |   |   |
| 2          | PERFORMANCE BANK GUARANTEE (PBG)   |   |   |
|            | To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional and irrevocable PBG within 30 days of contract signing from a scheduled Pakistani Bank for an amount equivalent to 10% of the contract value (on a Judicial Stamp Paper of the value of Rs.100.00), in the same currency as that of the Contract and endorsed in the favour of CMA(DP) Rawalpindi. The CMA(DP), Rawalpindi has the like power of seeking encashment of the PBG as if the same has been demanded by the Purchaser himself. This PBG shall remain valid for 60 days beyond the completion of warranty period. |   |   |
|            | If the Supplier fails to issue the Bank Guarantee within the specified period because of circumstances that the Supplier is responsible for, the Purchaser reserves the right of cancelling the Contract.  |   |   |
|            | In the event of any material breach of terms of Contract having implication on Time schedule and Scope of Work beyond the acceptable limits defined in this Contract, the Supplier shall be given a written notification to satisfy the breach within 30 days and if the Supplier fails to take satisfactory remedial  |   |   |

| S.No | o and Description  | Firm's Reply (Compiled) Partialy Compiled/Not Compiled | Reference to attached Firm's proposal/Bro chure |
|------|--|--|---|
|      | actions, Purchaser shall have the right to forfeit the PBG but only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to hinder/restrain encashment of PBG provided to the Purchaser on account of this contract through any Court, extra judicial or any other process including administrative in nature whatsoever.  |  |   |
| 3    | PRICES OF THE ITEMS  The Supplier should mention the price of all deliverables (i.e. Equipments/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Trainings, FATs (Factory Acceptance Trials), Installation/ Integration, Acceptance Test/ Trials/ Commissioning etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document.  |  |   |
| 4    | TRANSFER OF TITLE AND RISK  Risk of loss and damage to the Equipment shall be transferred to the PURCHASER according to the 'INCOTERM 2020 used in the Contract and stated in Article 1.  Title to the Equipment shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.  |  |   |
| 5    | a. Warranty period of all items except defective/non-operational shall commence from the date of acceptance of Goods/ Equipment, whereas warranty of defective/non-operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment.  b. The stores and all its associated accessories should be warranted against DPL-15 by the Supplier for a period of 01 year, for all defects in hardware from the date of final acceptance by PN. Software provided with the systems should also have warranty for a minimum period of 05 years for any burst found in apprations. The Supplier shall |  |   |
|      | <ul><li>bugs found in operations. The Supplier shall provide/incorporate all software updates in this period.</li><li>c. The Supplier should provide guarantee that the article supplied are of latest version and all</li></ul>   |  |   |

| S.No and D  | <u>Description</u>   | Firm's Reply (Compiled) Partialy Compiled/Not Compiled | Reference to<br>attached<br>Firm's<br>proposal/Bro<br>chure |
|---|--|--|---|
|   | cations/up gradation have been incorporated equipment being supplied.  |  |   |
| brand<br>and in<br>not of                                 | The Supplier should provide guarantee that bres produced are of current production and new, in accordance with approved drawing, all respects. The materials used, whether or his manufacture should also be in accordance e latest appropriate standard specifications.   |  |   |
| softwa  | The Supplier shall provide guarantee for h life supportability of the equipment and re for at least 05 years after acceptance of tire system.  |  |   |
| 6 NON E   | DISCLOSURE AGREEMENT   |  |   |
| drawin<br>contra<br>other t<br>drawin<br>press<br>receive | formation about the sale/ purchase/ services/ igs/ infrastructure etc of the project under the ct shall not be communicated to any person, than the manufacturer/ provider of the stores/ igs/ machinery/ equipment/ tools etc or to any or agency not authorized by the Purchaser to it. Any breach on this account shall be need under the Official Secret Act 1923. |  |   |
| the so<br>by the  | otional rights for publication of the projects are<br>le responsibility of the Purchaser, and any use<br>consultant shall be subject, in all instances, to<br>irchaser's prior written approval.   |  |   |
| PROC<br>The st  | CTION OF STORES/ ACCEPTANCE TEST EDURE ores shall be accepted and inspected by ng officers/ Reps:  |  |   |
| (1)   | Rep of CINS  |  |   |
|   | Above team shall inspect and test the goods Supplier their conformity to the contract cations.   |  |   |
| •   | The conditions of the contract and technical cations shall specify inspections/ tests criteria uired by the Purchaser and place of conduct.  |  |   |
|   | Purchaser shall notify the Supplier in writing identity to any representatives entrusted for irpose.   |  |   |
| e.  | If any inspected or tested goods fail to   |  |   |

| <u>S.No</u> | o and Description  | Firm's Reply (Compiled) Partialy Compiled/Not Compiled | Reference to<br>attached<br>Firm's<br>proposal/Bro<br>chure |
|-------------|--|--|---|
|             | conform to the specifications, Purchaser may reject<br>them and the Supplier shall either replace the<br>rejected goods or make alterations necessary to<br>meet specification requirements free of cost to<br>Purchaser.  |  |   |
| 8           | f. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan shall in no way be limited or waived by reasons of the goods having previously been inspected, tested and passed by Purchaser or its representative prior to the goods shipment from the country of origin.  DISCREPANCY   |  |   |
| 9           | The Supplier shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short or defective are to be made by the Supplier, without any additional cost on "DDP "consignee's warehouse "within 30 days.  COMPENSATION ON BREACH OF CONTRACT   |  |   |
|             | If the Supplier fails to supply of contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier/ Supplier or stores/ equipment declared defective and caused loss to the Government, Supplier 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 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/ Supplier in Government treasury in the currency of contract. |  |   |
| 10          | 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   |  |   |

| S.No | o and Description   | Firm's Reply<br>(Compiled) Partialy<br>Compiled/Not<br>Compiled | Reference to attached Firm's proposal/Bro chure |
|------|---|---|---|
|      | 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.  |   |   |
| 11   | 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. |   |   |
| 12   | COMPLIANCE WITH INTERNATIONAL STANDARDS The Goods/Equipment shall comply with all relevant ISO standards stipulated in the Contract and valid on the date of signature of the Contract. The Parties agree that any variation of any ISO standard after signature of the Contract is deemed explicitly not to be a circumstance within the responsibility of the Supplier. Implementation of any variations to the relevant ISO standards for the purpose of operating the Equipment shall be agreed between the Parties within the contractual change management procedure, prior to realization.   |   |   |
| 13   | TECHNICAL SCRUTINY  Technical scrutiny of quotations forwarded by the bidder shall be carried out by a committee nominated by CO PNCSD as per instructions of NHQs. The TSR committee may ask the Suppliers to demonstrate their equipment or give a presentation for clarification. 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.  |   |   |

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| 14         | DELAYS AND LIQUIDATED DAMAGES (LDs)   |  |  |
|            | Following Liquidated Damages shall apply for late completion of Consultancy Services as given in the Contract:  |  |  |
|            | a. Delay in the completion of all contracted stores/ deliverables up to Twenty One (21) days and for subsequent schedule/orders up to 15 days (from the original Delivery Period only) shall be regarded as "grace period" and no extension/ amendment shall be required. When LD is imposed, grace period shall be inclusive.  |  |  |
|            | b. For delays beyond the Grace period of Twenty One (21) days culpably caused by consultant, Purchaser shall have the right to impose LDs.  |  |  |
|            | LD, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&I-35 (Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges of the stores delivered late. |  |  |
| 15         | BIDDING PROCEDURE  This tender shall be floated on Open Tender using Single Stage Two Envelope Bidding procedure.   |  |  |
| 16         | LANGUAGE, MEASUREMENTS AND WORKING METHODS All drawings, data-files in soft media, Man-Machinery Interface (MIMI) of software and hardware, all marking and identification systems and all other documentation required to be produced or delivered to the Purchaser under the Contract shall be written, and meetings conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.   |  |  |

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| 17         | Integrity Pact duly signed by the Supplier and Purchaser. The principal/Supplier must strictly adhere to the provisions of this pact and any contravention in this regard would be dealt with severely, which may include (but not limited to)   |  |   |
| 18         | Permanent blacklisting of the principal / Supplier and/or initiation of criminal proceedings against the persons / individuals involved in a court of law.  AMENDMENT IN CONTRACT  |  |   |
|            | Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment in the contract/corrigendum.   |  |   |
| 19         | The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of Governments or any other authority competent in relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 15 (fifteen) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing. |  |   |
|            | The Party initiating the Force Majeure shall provide<br>the other Party with reasonable proof of the<br>occurrence of any of the aforementioned aspects<br>along with Force Majeure event and of its effects on<br>the delivery of the Supplies or any of its obligations<br>towards this Contract.  |  |   |
|            | Once the Party initiating the Force Majeure has provided the reasonable proof of occurrence of   |  |   |

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| Force Majeure event, it shall be verified by the other Party and acknowledged to be realistic. In such case the Force Majeure shall be considered to have occurred.  |  |  |
| If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed to the Supplier for completion of his obligations so affected without any increase in Contract Price.  | ,  |  |
| If Force Majeure is considered present for a continuous period of more than 06 (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide future course of action.   |  |  |
| <sup>20</sup> TERMINATION OF CONTRACT  |  |  |
| 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 shall 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. |  |  |
| In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:  |  |  |
| <ul> <li>To have any part thereof completed and take<br/>the delivery thereof at the contract price or.</li> </ul>   |  |  |
| b. To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.   |  |  |
| c. No payment shall however be made for any materials not yet in the actual process of manufacture on the date notice of cancellation is   |  |  |

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| received.   |   |   |   |
| d. Should the Supplier fail to goods/services in time as per que contract or fail to render Bank G stipulated time period or any breathe Purchaser reserves the right the contract fully or any part the expense (RE) of the Supplier. If Purchaser fails to perform its ob and needed for the smooth conditional management of the Contract, Suinitiate legal proceedings. | ality terms of uarantee within the ach of the contract to terminate/cancel reof at the risk and due to any reasons ligations required luct and      |   |   |
| 21 CONFIDENTIALITY  |   |   |   |
| The Supplier and the Purchaser confidential all information of the whether designated as confiden under or in connection with the control divulge the same to any third written consent of the other party this clause shall not apply to any public domain otherwise than by Contract; or information obtained who is free to divulge the same.                            | other party,<br>tial or not, obtained<br>Contract and shall<br>I party without the<br>y. The provisions of<br>y information in the<br>breach of the |   |   |
| The Supplier and the Purchaser confidential information only to the who are directly involved in the of equipment and/or software us with the Contract and shall ensuremployees are aware of and confidentiality.   | nose employees<br>Contract or have use<br>ed in connection<br>re that such  |   |   |
| The Supplier shall undertake the about the sale/ purchase of the scontract shall not be communicated other than the manufacturer/ Sulawyer(s), or to any press or age by the Purchaser to receive it. A account shall be punishable under Secret Act-1923 in addition to the Contract at the risk and expense   | stores under this ted to any person, pplier/company's ency not authorized ny breach on this er the Official rmination of the                        |   |   |
| <sup>22</sup> SECURE EXCHANGE OF COR  |   |   |   |
| All correspondence pertaining to<br>Supplier and PN shall be on sec   |   |   |   |

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| 23         | ASSIGNMENT AND SUBCONTRACTING  |  |   |
|            | Neither Party shall assign any of its rights or obligations (in whole or in part) under the Contract without the prior written consent of the other Party, which shall not be unreasonably withheld.   |  |   |
|            | The Supplier shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.  |  |   |
| 24         | INTELLECTUAL PROPERTY RIGHTS   |  |   |
|            | Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.   |  |   |
| 25         | 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:  |  |   |
|            | <ul> <li>a. Such change of ownership shall not in any<br/>way change, alter or modify the Terms and<br/>Conditions of this Contract, and</li> </ul>  |  |   |
|            | b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.   |  |   |
| 26         | 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. |  |   |

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| 27         | CERTIFICATION REQUIREMENT  |  |   |
|            | Supplier/OEM shall confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.   |  |   |
|            | Supplier through certificate is to confirm that he shall provide import documents at the time of delivery of stores.  Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer shall be provided at the time of delivery of stores.  |  |   |
|            | OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockist shall not be acceptable.  |  |   |
| 28         | RISK PURCHASE  |  |   |
|            | In the event of failure on the part of the supplier to comply 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 2019). The Purchaser shall be entitled to receive back all advance payments made by him along with any other compensation as mutually agreed to offset the Purchaser's risk of cost escalation of meeting same requirement from elsewhere. |  |   |
| 29         | a. The Supplier shall provide the Goods, Supplies and Services in accordance with internationally recognized codes, standards and recommended best practices. All specified equipment and material shall comply with recognized international codes and standards.   |  |   |
|            | b. The Supplier shall inform the Purchaser in writing all the codes, standards and recommended best practices that he intends adopting throughout the design for the written acceptance and written approval of the Purchaser with 3 x hard copies and 1 x soft copy of all the intended & approved codes, standards and recommended practices.  |  |   |

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| 30         | NO LICENSE  |   |   |
|            | All Confidential Information shared under this Agreement shall remain the exclusive property of the Purchaser, and the Supplier shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information to the Supplier.   |   |   |
| 31         | WORKMANSHIP AND MATERIALS   |   |   |
|            | a. All work to be done shall be executed in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognized good practice. The Supplier shall submit for approval of the purchaser, his detailed method statement(s) for the execution of such items of work as may be desired by the Purchaser. Approval of such method statement(s) shall neither relieve the Supplier of his responsibilities under the Contract nor form any basis for claiming additional costs. |   |   |
|            | b. The Supplier shall give the Purchaser full opportunity to examine, measure and test any work onboard/ Site which is about to be covered up or put out of view. The Supplier shall give due notice to the Purchaser whenever such work is ready for examination, measurement or testing. The Purchaser shall then, unless he notifies the Supplier that he considers it unnecessary, without unreasonable delay carry out the examination, measurement or testing.  |   |   |
| 32         | MISCELLANEOUS   |   |   |
|            | a. The Supplier should provide the copies of standard/ specifications referred to or used for the equipment and its accessories.  |   |   |
|            | b. Stores to be accepted on DPL-15 at consignees end.   |   |   |
|            | c. Supplier shall provide a conformance certificate that item supplied conforms to relevant international standards.  |   |   |

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|            | d. The Supplier should mention the price of all deliverables separately in financial quote. The same are to be subsequently incorporated in the contract document.  |  | SHULD   |
| 33         | QUALITY STANDARDS   |  |   |
|            | The equipment and accessories are manufactured and assembled in accordance with international standards. The quality standards compliance certificate is to be submitted with the offer.  |  |   |
| 34         | COURT OF JURISDICTION   |  |   |
|            | All disputes arising in connection with this contract shall be sorted out through mutual discussions. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Rawalpindi shall be the Courts of Jurisdiction for any dispute relating to this contract for adjudication.   |  |   |
| 35         | PROJECT SCHEDULE  |  |   |
| 36         | The Contract shall be executed in accordance with the dates in the Project Schedule. In case of delayed performance of any other dates or periods the Supplier shall strive to compensate such overruns in order to finally meet any subsequent binding dates.  If by reason of any change order, or of any act or omission on the part of the Purchaser, or any event of force majeure the Supplier shall be delayed in the completion of the Contract then provided that the Supplier shall as soon as reasonably practicable have given to the Purchaser notice of his claim for an extension of time with supporting details, the Purchaser shall on receipt of such notice grant the Supplier an extension of time as may be reasonable. |  |   |
| 30         | 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   |  |   |

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|     | 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.   |   |   |
| 37  | Supplier shall not increase the cost of stores if additional quantity of same item is purchased in next 12 months after commissioning of the equipment. He may however decrease the cost by considering lower market trend.   |   |   |
| 38  | 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. |   |   |
| 39  | PROJECT MANAGEMENT REVIEW (PMR) MEETINGS The Supplier's key professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Purchaser's request for meetings without any additional cost, which shall include but not limited to the following meetings:  |   |   |

| a. Design Review Meetings. b. Progress timeline/ payment bills meetings. c. Any other meetings held in relation to the project.  40 SPECIAL INSTRUCTIONS AS ANNEX C  INSPECTION/PACKING/DELIVERY TERMS 1. INSPECTION BY CINS. 2. A. CO PNCSD MAY ORDER 15% OF CONTRACTED QUANTITY AGAINST DPL-15 TO MEET URGENT/CRITICAL REQUIREMENT, UNDER INTIMATION TO CINS. THE FIRM IS REQUIRED TO DELIVER/SUPPLIES WITHIN 45 DAYS AGAINST RECEIPT OF SUCH ORDER. LIQUIDATED DAMAGES (LD) UPTO 2% PER MONTH ARE LIABLE TO BE IMPOSED ON THE SUPPLIER IN ACCORDANCE WITH DP-35 FOR LATE DELIVERY OF STORES WITHOUT ANY VALID REASON. B. CINS MAY DRAW RANDOM SAMPLES FROM THE STORES RECEIVED BY PNCSD 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. 3. INCLUSION OF INSTRUCTIONS REGARDING DISPOSAL OF REJECTED UNIFORMS A. CONTRACTED FIRM WILL BE RESPONSIBLE FOR PROPER DISPOSAL OF REJECTED CLOTHING STORES. SAME ARE TO BE AMENDED/DESTROYED UNDER SUPERVISION OF PN AUTHORITIES TO PREVENT THEIR MISUSE BY TERRORISTS/ANTI SOCIAL ELEMENTS. B. IN CASE A SUPPLIER INTENDS TO SALE REJECTED UNIFORM ITEMS IN LOCAL MARKET, | <u>S.N</u> | lo and Description  | Firm's Reply (Compiled) Partialy Compiled/Not Compiled | Reference to attached Firm's proposal/Bro chure |
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| THE PROCUREMENT AGENCY WILL BE APPROACHED FOR APPROVAL OF SAMPLE AFTER SUITABLE ALTERATION OF MILITARY APPEARANCE INTO CIVILIAN FASHION. AFTER APPROVAL, CINS WILL INSPECT THE BULK  | 40         | INSPECTION/PACKING/DELIVERY TERMS  1. INSPECTION BY CINS.  2. A. CO PNCSD MAY ORDER 15% OF CONTRACTED QUANTITY AGAINST DPL-15 TO MEET URGENT/CRITICAL REQUIREMENT, UNDER INTIMATION TO CINS. THE FIRM IS REQUIRED TO DELIVER/SUPPLIES WITHIN 45 DAYS AGAINST RECEIPT OF SUCH ORDER. LIQUIDATED DAMAGES (LD) UPTO 2% PER MONTH ARE LIABLE TO BE IMPOSED ON THE SUPPLIER IN ACCORDANCE WITH DP-35 FOR LATE DELIVERY OF STORES WITHOUT ANY VALID REASON.  B. CINS MAY DRAW RANDOM SAMPLES FROM THE STORES RECEIVED BY PNCSD 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.  3. INCLUSION OF INSTRUCTIONS REGARDING DISPOSAL OF REJECTED UNIFORMS  A. CONTRACTED FIRM WILL BE RESPONSIBLE FOR PROPER DISPOSAL OF REJECTED UNIFORMS  A. CONTRACTED FIRM WILL BE RESPONSIBLE FOR PROPER DISPOSAL OF REJECTED CLOTHING STORES. SAME ARE TO BE AMENDED/DESTROYED UNDER SUPERVISION OF PN AUTHORITIES TO PREVENT THEIR MISUSE BY TERRORISTS/ANTI SOCIAL ELEMENTS.  B. IN CASE A SUPPLIER INTENDS TO SALE REJECTED UNIFORM ITEMS IN LOCAL MARKET, THE PROCUREMENT AGENCY WILL BE APPROACHED FOR APPROVAL OF SAMPLE AFTER SUITABLE ALTERATION OF MILITARY APPEARANCE INTO CIVILIAN FASHION. AFTER |  |   |

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| SUBMIT A CERTIFICATE/UNDERTAKING ON FIRM'S LETTER PAD THAT THE FIRM WILL BE HELD RESPONSIBLE FOR ANY MISUSE OF REJECTED UNIFORMS.  4. IN CASE FIRM IS UNABLE TO GET APPROVAL OF ADVANCE SAMPLE AFTER 6 MONTHS FROM DATE OF CONTRACT, THEN CONTRACT CANCELLATION SHOULD BE RECOMMENDED BY CINS OR CSD.  5. MARKING OF STORES IN ACCORDANCE WITH SPECIFICATION NS/MISC/002/80.  6. FIRM WILL GIVE TWO WEEK CLEAR NOTICE FOR THE INSPECTION.  7. FREE DELIVERY TO CONSIGNEE WAREHOUSES.  8. AS PER NHQS INSTRUCTIONS PROMULGATED VIDE NHQ LETTER ST-P/9314/INS/04 DATED 05 APRIL 2006. REJECTION OF STORES SUPPLIED BY CONTRACTORS WILL BE DEALT AS UNDER: A. 1ST REJECTION ON GOVT EXPENSE B. 2ND REJECTION ON SUPPLIER'S EXPENSE C. ON 3RD REJECTION, CONTRACT CANCELLATION BE RECOMMENDED BY CINS OR CSD.  9. CARE LABEL: A. WASHING INSTRUCTIONS. B. DRYING INSTRUCTIONS. C. IRONING INSTRUCTIONS. D. ANY PROHIBITIONS  10. BAR CODE STICKER TO BE ATTACHED ON EACH PLASTIC PACKET CONTAINING BRUSH POLISHING. PACKING: AS PER APPROVED PN SPECIFICATIONS UPON PROMULGATION. |  |   |
| CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination.  |  |   |
| The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and  |  |   |

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| Services.  |   |  |
| All amounts stated to be payable by Purchaser pursuant to this Contract exclude any value added tax (VAT), sales tax, service tax, taxes on turnover or similar taxes. If the supply of Equipment or Services hereunder are chargeable to any value added tax, sales tax, service tax,taxes on turnover or similar taxes inside country of destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser.   |   |  |
| Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Equipment.   |   |  |
| If Purchaser is required by any law to make any deduction or withholding from any amount payable to Supplier under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier shall receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the amount which it would have received had no deduction or withholding been required to have been made. Purchaser shall pay any such withholding or deduction to the relevant authority as required by law and shall promptly provide Supplier with an official receipt or certificate in respect of the payment of the withholding or deduction. |   |  |
| <ul> <li>TERMS OF PAYMENT</li> <li>a. 100% Contract value of the stores will be paid by the CMA(DP) Rawalpindi to the Suppliers. The amount will be claimed direct from CMA(DP) Rawalpindi on production of the following documents, under a covering letter, a copy of which</li> </ul>   |   |  |
| shall be addressed to DP(NAVY),  (1) Bill Form (DP-5 in duplicate) to be completed according to inspection.  (2) Received copy of the Inspection Note/Delivery Receipt.  (3) Supplier delivery Challan duly received by  |   |  |

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|            | the Consignee. (4) Copy Registration Certificate of Sales Tax Department.   |  |   |
|            | b. Part payment/Part delivery is allowed.   |  |   |
| 43         | CORRUPT GIFTS COMMISSIONS   |  |   |
|            | The Supplier shall not:   |  |   |
|            | a. Offer or give or agree to give to any person in the service of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this Contract or for showing or forbearing to show favour or disfavor to any person in relation to this Contract. |  |   |
|            | b. Enter into this or any other Contract with the Purchaser in connection with which commission has been or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made, particulars of any such commission and of any agreement for the payment therein have been disclosed in writing to the Purchaser.  |  |   |

| DI -3   |   |   |
|---|---|---|
| Tender No . R2  | 112330334   | Name of the Firm  |
| То:   |   |   |
| Dans Cir. 4. IAA  | Directorate of Procurement (Nathrough Bahria Gate Near SNathrough Bahria Gate Near SNathrough Bahria Gate Near SNathrough Bahria Gate Near Sector E-8, Islamabad Tele: 051-9262310 Email: dpn@paknavy.gov.pk  | IIDŠ  |
| the tender inquagainst the sa withdrawn or al shall be bound understood the 2019) included Defence Puro specifications/ostores required | uiry or such portion thereof as id schedule and further agreed tered in terms of rates quoted at by a communication of accellinstructions to Tenders and Gold in the pamphlet entitled, Goldhase) "General Conditions drawings and/ or patterns quote | e Director of Procurement (Navy) the stores detailed in schedule to you may specify in the acceptance of tender at the prices offered e that this offer will remain valid up to 120 day and will not be and the conditions already stated therein or on before this date. I/we ptance to be dispatched within the prescribed time. 2. I/We have eneral Conditions Governing Contract in Form No. DDP&I (Revised-overnment of Pakistan, Ministry of Defence (Directorate General Governing Contracts" and have thoroughly examined the do in the schedule hereto and am/are fully aware of the nature of the stores strictly in accordance with the requirements. 3. The following his tender: |
|   |   |   |
| b   |   |   |
|   |   | YOURS FAITHFULLY,   |
|   |   | (SIGNATURE OF TENDERER)   |
|   |   | (CAPACITY IN WHICH SIGNING) ADDRESS:  |

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".
- 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 :   |
| 7.    | (Attach Copy of NTN) 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).                                       |
| (Kind | lly fill in the above form and forward it under your own letter head with contact details)                                |