

Tender Covering Form

Directorate of Procurement (Navy)
Through Bahira Gate, Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD
Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262304
Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

P- 31/PRE Section (Contact: 051-9262304, Email: adpn31pre@paknavy.gov.pk)

Tender No & Date _____
Tender Description _____
IT Opening Date _____
Firm Name _____
Postal Address _____
Email Address for Correspondence _____
Contact Person Name _____
Contact Number (Landline _____) (Mobile _____)

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

<u>Sealed Envelop 1 – Technical Offer in Duplicate</u>			
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick ✓ against each to ensure that these documents have been attached:			
S No	Document	Original Set	Copy Set
1.	Bank Challan		
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted–without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP – 2 Form of IT with compliance remarks against each clause.		
6.	Technical Offer / Specs		
7.	Annexes of IT		
8.	DP-3 form of IT (dully filled & signed)		
9.	DGDP Registration Letter (If firm is registered with DGDP)		
10.	Income tax Filling Proof.		
11.	Sales Tax registration Proof.		
12.	CEO Name & CNIC No.		
13.	Imported with OEM CoC (Certificate of Conformance) compatible to preferred makes given in of Annex A. OEM to be clearly mentioned).		
14.	Country of Origin (Must be mentioned)		
<u>Sealed Envelop 2 – Earnest Money:</u> This Envelop must contain Earnest Money only.			
<u>Sealed Envelop 3 – Commercial Offer:</u> This Envelop must contain following documents:			
1.	Firm's Commercial Offer	01 x Original	
2.	Principal Invoice (where applicable)	01 x Original	
3.	Dully filled DP-2 Form of IT	01 x Original	

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

Firm's Authorized Signatures _____

DIRECTORATE PROCUREMENT (NAVY)**Directorate of Procurement (Navy)**

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Email: dpn@paknavy.gov.pk
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M/s _____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2019) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2019) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood
agreed

Understood
not agreed

3. **Conditions Governing Contracts.** The 'Contract' made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2019) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood
agreed

Understood
not agreed

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

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

Understood
d agreed

Understood
d not
agreed

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

Understood
agreed

Understood
not agreed

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

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

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

Understood
agreed

Understood
not agreed

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

addressed and indicated in the tender documents, without any indication that there is a tender within it.

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

Understood
agreed

Understood
not agreed

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

Directorate of Procurement (Navy)

Through Bahira Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262304

Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

5. **Date and Time For Receipt of Tender.** Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. **Tenders received after the appointed/ fixed time will NOT be entertained.** The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9262311 well before the opening date / time.

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

7. **Validity of Offer.**

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

Understood
agreed

Understood
not agreed

b. The quoting firm will certify that in case of an additional requirement of the contract items (s) in any qty(s) within a period of 12 months from the date of signing the contract, these will also be supplied at the ongoing contract rates with discount.

Understood
agreed

Understood
not agreed

8. **Part Bid.** Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of

stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

a. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered / indexed for tendered items/stores do not quote / participate.

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

Understood
d agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

- a. Proof of firm's financial capability.
- b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.
- c. Principal/Agency Agreement.
- d. Registration with DGDP (Provisional Registration is mandatory)

13. **Treasury Challan.**

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

Attached

Not
Attached

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

14. **Earnest Money/Tender Bond:-** Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or

Attached

Not
Attached

Technical offer. Your tender must be accompanied by a **Call Deposit Receipt (CDR) in favor of CMA (DP)**, Rawalpindi for the following amounts:-

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

b. **Rates for Contract.** The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-

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

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

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

c. **Return of Earnest Money**

(i) Earnest money to the **unsuccessful bidders** will be returned on finalization of the contract.

(ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

15. Documents for provisional registration: In case your firm wins a contract on Earnest Money (EM) , it will deposit following documents to DGDP (Registration Section) before the award of contract for provisional registration:-

Understood
agreed

Understood
Not agreed

S No	Local Supplier	Foreign Supplier
a.	Three filled copies of SVA-8121 of each member of management.	Three filled copies of SVA-8121-D of each member of management.
b.	Three filled copies of SVA-8121-A	Three filled copies of SVA-8121.
c.	Three photocopies of NIC for each member of management.	Three photocopy of Resident Card or equivalent identification Card for each member of management.
d.	Three PP size photographs for each member of management.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form
f.	Bank Statement for last one year.	Financial standing/audit balance sheet
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

16. **Inspection Authority.** CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of the contract. Understood agreed Understood not agreed

17. **Condition of Stores.** Brand new stores will be accepted on Firm's Warranty/Guarantee Form DPL-15 enclosed with contract. Understood agreed Understood not agreed

18. **Documents Required.** Following documents are required to be submitted along with the quote: Understood agreed Understood not agreed

a. OEM/Authorized Dealer/Agent Certificate along with **OEM Dealership Evidence.**

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

c. Original quotation/Principal/OEM proforma invoice.

d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.

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

(i) Imported material with break down item wise along-with import duties.

(ii) Variable business overheads like taxes and duties imposed by the federal/provincial government as applicable:-

(1) General Sales Tax

(2) Income Tax

(3) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.

(4) Any other tax/duty.

(iii) Fixed overhead charges like labour, electricity etc.

(iv) Agent commission/profit, if any.

(v) Any other expenditure/cost/service/remuneration as asked for in the tender.

19. **Rejection of Stores/Services.** The stores/services offered as a result of contract concluded against this tender may be rejected as follows: Understood agreed Understood not agreed

a. 1st rejection on Govt. expense

b. 2nd rejection on supplier expense

c. 3rd rejection contract cancellation will be initiated.

20. **Security Deposit/Bank Guarantee.** To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling Understood agreed Understood not agreed

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

Understood
agreed

Understood
not agreed

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

b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, **PERMANENT BLACKLISTING** of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan’s Code of Criminal Procedure.

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

24. **Amendment to Contract.** Contract may be amended/modified to include fresh clause (s) modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.

Understood
agreed

Understood
not agreed

25. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood
agreed

Understood
not agreed

26. **Force Majeure.**

a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

Understood
agreed

Understood
not agreed

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.

27. **Arbitration.** Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute (s) at any time, then such party may be written notice to the other party refer the dispute (s) to final and binding arbitration as provided below:

Understood
agreed

Understood
not agreed

a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.

b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.

- c. The arbitration award shall be firm and final.
- d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration
- e. All proceedings under this clause shall be conducted in English language and in writing

- | | | |
|---|---|---|
| <p>28. <u>Court of Jurisdiction.</u> In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter.</p> | <p>Understood
agreed</p> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <p>29. <u>Liquidated Damages(LD).</u> Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DP-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.</p> | <p>Understood
agreed</p> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <p>30. <u>Risk Purchase.</u> In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DP-35.</p> | <p>Understood
agreed</p> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <p>31. <u>Compensation Breach of Contract.</u> If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.</p> | <p>Understood
agreed</p> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <p>32. <u>Gratuities/Commission/Gifts.</u> No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.</p> | <p>Understood
agreed</p> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |
| <p>33. <u>Termination of Contract.</u></p> <p>a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.</p> <p>b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:</p> | <p>Understood
agreed</p> <input type="checkbox"/> | <p>Understood
not agreed</p> <input type="checkbox"/> |

(i) To have any part thereof completed and take the delivery thereof at the contract price or.

(ii) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacture at the price to be determined by the Purchaser. In such a case materials in the process of manufacture shall be delivered by the Supplier to the Purchaser.

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

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

36. **Acknowledgment.** Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. www.ppra.org.pk

Understood
agreed

Understood
not agreed

37. **Disqualification.** Offers are liable to be rejected if:-

Understood
agreed

Understood
not agreed

- a. Received later than appointed/fixed date and time.
- b. Offers are found conditional or incomplete in any respect.
- c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
- d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
- e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para 17.
- f. Treasury challan is NOT attached with the technical offer.
- g. Multiple rates are quoted against one item.
- h. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- j. Subject to restriction of export license.
- k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.

- l. If the authorization letter/ agency/ dealership/ distribution agreement is not attached or if the validity of the same is expired.
- m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
- n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- p. Earnest money is not provided.
- q. Earnest Money is not provided with the technical offer (or as specified).
- r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- s. Offer made through Fax/E-mail/Cable/Telex.
- t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- u. If OEM and principal name and complete address is not mentioned.
- v. Original Principal Invoice is not attached with offer.

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

Understood
agreed Understood
not agreed

S.No.	Category of Appeal	Limitation Period
a.	Appeals for liquidated damages	Within 30 days of decision
b.	Appeals for reinstatement of contracts	Within 30 days of decision
c.	Appeals for risk & expense amount	Within 30 days of decision
d.	Appeals for rejection of stores	Within 30 days of decision
e.	Appeals in all other Cases	Within 30 days of decision

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

Understood
agreed Understood
not agreed

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

The supplier shall undertake as per attached Annex C that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) to receive it.

Understood
agreed Understood
not agreed

Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the supplier.

Understood
agreed Understood
not agreed

41. **For Firms not Registered with DGDP.**

Firms not registered with DGDP undertake to apply for registration with DGDP prior signing of Contract. Details can be found on DGDP website www.dgdp.gov.pk. These firms can participate in tender iaw paras 12 and 14 above and provision of documentary proof regarding financial status of the firm alongwith NTN and GST registration copies.

Understood
agreed Understood
not agreed

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

Understood
agreed Understood
not agreed

after technical opening. Firms undertake to provide following documents for ground check by FS Team:

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

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

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

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

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRM'S NAME: M/s _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.
2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost FOR/DPP Karachi (As the case may be in currency in with received).
3. This warranty shall remain valid for **05 Years** after the acceptance of stores by the end user

The signature must be the same as that on the tender/contract, or if otherwise must be shown to be the signature of a person capable of giving a guarantee on behalf of the contractor



SIGNATURE_____

DATE_____

PLACE_____

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

- (i) Contract No. _____ dated _____
(ii) Name of Firm/Contractor _____
(iii) Address of Firm/Contractor _____
(iv) Name of Guarantor _____
(v) Address of Guarantor _____
(vi) Amount of Guarantee Rs. _____
(_____)
(in words)
(vii) Date of expire of Guarantee _____

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

Sir,

1. Whereas your good self have entered into Contract No.
_____ dated
_____ with Messer's _____

(Full Name and Address)

hereinafter referred to as our customer and that one of the conditions of the
Contract is the submission of unconditional Bank Guarantee by our
customer to your good self for a sum of Rs. _____
Rupees/FE (as applicable) _____

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

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

b. To keep this Guarantee in force till _____.

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

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

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

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

AFFIDAVIT/UNDERTAKING
(WORTH RS. 100/- ON JUDICIAL STAMP PAPER)

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

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

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2490002/R-2410/310026** dated **29-08-2024**. This tender will be closed for Acceptance at **1030** Hours and will be opened at **1100** Hours on. **07-01-2025** Please drop tender in the Tender Box No **201**.
2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
3. you are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	1.5 TESLA MRI MACHINE. <u>Detailed:</u> <u>Technical Specification Special Instructions:</u> As per Annex A. <u>General Terms & Conditions:</u> As per Annex B.	01		
Above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes		No
Grand Total				

Terms & Conditions

1. **Terms of Payment.** As per Annex B (Para – 2).
2. **Origin of OEM.** Imported with OEM CoC (Certificate of Conformance) compatible to preferred makes given in of **Annex A. (Name & Country Of OEM to be clearly mentioned).**
3. **Origin of Stores.** Imported (Actual country (place) of manufacturer to be indicated).
4. **Technical Scrutiny Report.** Required
5. **Delivery Period.** **5-6 Months**
6. **Currency.** Pak Rupees
7. **Basis for acceptance.** FOR /DDP Islamabad Basis, i.a.w Incoterms 2020.
8. **Bid validity.** The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of Commercial / Financial Proposal or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.

9. **Tendering procedure** Single Stage- Two Envelope bidding procedure will be followed. PPRA Rule 36 refers.

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

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

a. **Rates for Contract**. The rate of earnest money and its maximum ceil for different categories OF FIRMS would be as under:-

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

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

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

b. **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).

c. Copy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Market.

11. **Special Note**.

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

a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.

b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.

c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.

- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favor 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.
- j. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each Para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provide for technical scrutiny.
- k. 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.
- l. The supplier shall undertake as per attached Annex C that any information about the sale/purchase of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) to receive it. any breach of it shall be punishable under the official secrets act, 1923 in addition to termination of the contract at the risk of the supplier

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

REVISED TECHNICAL SPECIFICATIONS OF 1.5 TESLA MRI MACHINE

<u>S No. & Description</u>	<u>Firm's Reply (Complied) Partially Complied/Not Complied</u>	<u>Reference to attached Firm's Proposal/ Brochure</u>
<p>1. <u>PURPOSE/USAGE</u></p> <p>The equipment essentially required for up-gradation of 500 Bedded Hospital (PNS HAFEEZ). MRI will be installed in new 500 beded hospital and facility will be utilized by all the dependent patients, Armed Forces Soldiers and their families in North Region</p> <p>2. <u>PHYSICAL/TECHNICAL CHARACTERISTICS</u></p> <p>a. <u>Specification: MRI 1.5T:</u> 1.5T super conductive MRI system with zero boil off cryogen, high homogeneity and digital radio frequency (RF system) with capability to perform all of 2D and 3D routine, neuro, whole body, spine, orthopedics, pediatrics/breast and peripheral vascular imaging peripheral cardiac imaging.</p> <p>b. <u>Magnet.</u></p> <p>(1) Type: Super conductive or better.</p> <p>(2) Field Strength: 1.5 Tesla or more.</p> <p>(3) Magnet Length: 1.62 m or less.</p> <p>(4) Shimming method: Active/passive and patient specific shimming.</p> <p>(5) Fringe Field (radial x Axial): 3 x 5 m or better at 0.5 mT.</p> <p>(6) Bore opening / inner diameter: 70cm or more</p> <p>(7) Field Homogeneity: 1 ppm or less @ 40 cm DSV or better.</p> <p>(8) Guaranteed Magnet Homogeneity Stability: ≤ 0.1 ppm / hour or less.</p> <p>(9) Helium Boil off: Cryogen (Helium) Zero boil off or better.</p> <p>(10) Vendor should provide five years unconditional warranty for helium / atleast Six dewar (400ltr He) of helium for smooth functioning.</p> <p>c. <u>RF System.</u></p> <p>(1) Gradient Amplifier type: Solid state and direct liquid cooling.</p>		



- (2) **Transmitting Amplifier power:** 25 KW or more.
- (3) **RF Technology:** Both transmitter and receiver from coil should be digital with optical fiber link for better SNR.
- (4) **Magnet RF System** must have 128 or more independent receiver channels that can be used simultaneous in one single scan.

d. **Gradient Sub-System.**

- (1) **Maximum Gradient amplitude:** m T/m 55 or more.
- (2) **Slew rate:** 200 T/m/s actual or more
- (3) **Duty cycle:** 100%
- (4) **Magnet Shielding:** Active shielding and external interference shielding.
- (5) **Fov:** 10 - 500 mm or more
- (6) **Acoustic Noise:** 100db or less
- (7) System should have coil shim technology and optimal shimming of the coil according to the patient.

e. **Acquisition Parameter.**

- (1) **Slice Thickness 2D:** 0.5 mm or better
- (2) **Slice Thickness - 3D:** 0.1 mm or better
- (3) **Slab Thickness-3D:** 5mm or similar
- (4) **Acquisition/scan and Recon matrix:** 1024 X 1024 or more.
- (5) **Parallel imaging:** Maximum parallel imaging capability should be offered, applicable in all sequences and clinical applications.
- (6) **Table Type:** Standard free floating or motorized table for easy patient handling.
- (7) Detachable table may be quoted as an option.
- (8) ECG Cardiac gating system, Peripheral pulse gating system of respiratory Gating System or VCG or compatible.
- (9) **Table Accessories:** 2-IV pole, positioning pads and immobilization straps.

f. **Operating Console.**

- (1) **Computer system (host/Recon):** Multi-tasking having real time inter-active control as per OME standard.
- (2) **Clock speed (Host):** 4 core intel processor or better.



- (3) **Ram (Host):** 32 GB or more.
- (4) **Hard Disk (host computer):** 1TB approximately dedicated for images only.
- (5) **Re-construction speed:** Min. 50,000 or more recons/second (256 x 256 matrix).
- (6) **Display Monitor:** 24" or better high resolution LCD monitor with resolution 1900 x 1200 medical grade or more.
- (7) **Clock Speed (Recon):** Six core Intel processor or better.
- (8) **RAM Reconstruction computer system:** 32 GB or more.
- (9) **Hard Disk Capacity for RAW data:** 1,000,000 or more uncompressed images (256x256 matrixes) full FOV can be stored.
- (10) **DVD Capacity:** DVD/RW for image storage.
- (11) **Connectivity / Networking:** DICOM 3.0
- (12) Patient entertainment system/ DVD player 01.
- (13) Reconstruction speed 40,000 or more reconstruction per second.

g. **Coils.**

- (1) **Whole body imaging Coil:** Integrated in magnet / unit.
- (2) **Head and Neck Coil:** 20 channel or more, Array Head coil for head imaging, small size Pediatric Head Coils.
- (3) **Spine Coil:** 32 channel for Optimum coverage of cervical, thoracic and lumbar spine.
- (4) **Small flexible Coil:** 16 channel for examination of Small field of view / carotids / small structures near the surface.
- (5) **Multipurpose large flexible coil:** 16 channel, for high quality imaging of shoulder, knee, elbow, wrist.
- (6) **Body coil** 32 channels with combination of spine coil 32 channels.
- (7) **Dedicated shoulder Coil and Knee (simultaneous) Coil** 16 channel.
- (8) **Dedicated Breast Coil:** 6 channel or more (16 simultaneous both breast).
- (9) **Coil storage cart** from original manufacturer, MR compatible (At least 3 coils must be connectable simultaneously).

h. **Performance.**

- (1) Simultaneous scanning, Image acquisition image



reconstruction, processing and filming.

(2) The system should offer imaging packages for neurology, orthopedics, Angiography, Body, Breast, Oncology, Pediatric with following minimal capabilities at console.

(3) Window width / level controls, zoom, pan, rotate, mirror.

(4) Image annotation. image arithmetic, image measurements.

(5) Region of interest (ROI) statistic (Area, Volume, mean and standard deviation) from user defined square, rectangular, circular, elliptical or irregular shapes.

(6) Time Intensity analysis of dynamics / phases.

(7) Volume calculations from contours drawn in adjacent slices.

(8) Simultaneous visualization of up to four independent series for comparison.

(9) Cine movie display of 8 slices or more dynamics / phases.

(10) Reduction of noise over images with edge enhancement.

(11) Real Time MIP, MPR and 3D Surface rendering.

(12) Spin Echo (Single and Multi-echo).

(13) Inversion recovery -IR, STIR, FLAIR, Dual IR for fat, fluid and tissue suppression.

(14) 2D/ 3D TSE/FSE/FAST SE/TURBO or equivalent

(15) 2D/ 3D FISP/FFE/FE/PFI/GRASS or equivalent.

(16) 2D / 3D PSIF / FFE/FE/SSFP/T2- FFE or equivalent

(17) 2D / 3D True FISP / FIESTA / FFE / GRE /FE/TRUE SSFP/TRUE FISP or equivalent

(18) 2D / 3D TOF (including Turbo, gating/FASE/Hybrid EPI/Grase) or equivalent.

(19) SWI/FSBB/SWAN/Zenous Bold or equivalent.

(20) T2* must be provided for Liver and Cardiac.

(21) Complete cardiac package must be provided.

(22) Viewing 3D TSE/FSE imaging data in any plane or similar.

(23) TSE with Echo sharing / FSE with multi echo / similar.



- (24) High Resolution T2 weighting for ortho imaging or similar.
- (25) Diffusion weighted imaging with single shot EPI, High resolution Diffusion imaging and capability of calculation of extrapolated b-values.
- (26) Single and Multi-shot EPI- free selection capability of single or multi shot EPI.
- (27) High Resolution T2 weighting for clear depiction of inner ear structures and facial nerves.
- (28) Volume calculations from contours drawn in adjacent slices.
- (29) Multi echo GRE/FSE sequence for superb C-Spine and ortho imaging or similar.
- (30) Fast protocols for all anatomies (Brain, Spine, Breast, MSK).
- (31) 2D and 3D required for all parts in the software.
- (32) Contrast free imaging of brain vascular anatomy.
- (33) Free breathing abdominal imaging.
- (34) Black Blood imaging.
- (35) Review never plexus non-invasively.
- (36) Dynamic time activity curve by placing ROI on lesion of interest which gives different wash out graphs.
- (37) Supersession/Fat suppression (at least 4/5 different techniques).
- (38) Contrast Enhanced MRA with automatic table movement.
- (39) Brain Perfusion Arterial Spin Labeling (2D and 3D).
- (40) Bolus tracking for real time synchronization of contrast bolus arrival.
- (41) Single and multi-shot EPI-Free selection capacity of single or multi-shot EPI dynamic imaging.
- (42) Brain Volume Imaging or similar.
- (43) Flouro Triggered MRA.
- (44) Advanced volumetric imaging with T2, T2 Flair and Proton density weighted contrast.
- (45) 3D non-contrast enhanced MRA application for brain, carotid and peripheral arterial image.



(46) Elastography (as per manufacture's nomenclature) with dedicated software and hardware (may be quoted as optional)

(47) Capability to show CT like images for MSK studies.

(48) System should have dedicated application of motion correction in order to minimize motion.

j. **System offer complete acquisition package on the console for the following advance applications and standard application with the system:**

(1) **Diffusion tensor Imaging.** Automatic calculation of Fractional Anisotropy (FA) maps multi-directions (at least 200 or more directions) of diffusion having overlays of 2D anatomical and gray scale, color coded for principle diffusion direction.

(2) **Spectroscopy Packages.** Complete range of single voxel, multi voxel spectroscopy acquisition methods of Brain, Spine/ Lumber, Breasts and prostate 2D CSI/ 2D multi slice CSI.

(3) **MR Spectroscopy.**

(4) **Neuro Perfusion Imaging.** Perfusion imaging with single shot EPI, automatic processing, time to peak map, relative CBV and CBF map.

(5) **Non-Contrast Imaging Package.** For vascular and other studies whole body diffusion weighted imaging or similar.

(6) Acquisition of flow encoded images and the evaluation of blood as well as of cerebra-spine fluid (CSF).

(7) Diffusion Weighted Imaging (DWI) with high resolution Diffusion imaging and Apparent diffusion coefficient (ADC) for quantitative evaluation.

(8) Zoom Diffusion / RESOLVE or equivalent.

(9) Dynamic breast imaging.

(10) Dynamic Liver Imaging with free Breathing.

(11) Dynamic prostate imaging.

(12) Dynamic time activity curve by placing ROI on lesion of interest which gives different wash out graphs.

(13) **Motion Correction SW.** Motion Correction combined for Abdominal motion correction, for offline / online correction, suitable for e.g. Soft tissue MR exams.

k. **MRI Workstation.**

(1) Manufacturer's original Server based thin client solution - Qty: 03



(As per OEM recommendation). Work station with the same / similar user interface as of the main console are required with availability of all necessary software.

(2) **Hardware.** Manufacturer's original Multimodality 1 Thin Client Solution with Licensed software and having 1 concurrent user license with necessary hardware.

(a) **Server Hardware**

Workstation Hardware: QTY 03
Min 24-inch or more LCD monitor.
1 CPU Intel Xeon 10 core, 2.4 GHz
Min 64 GB RAM
Min 1TB or more Hard disk
DVD + RW for image storage & for software loading.

(b) **Client Computer system of Client WS:
QTY-02**

Min 24-inch or more LCD monitor.
Quad Core XEON processor 2.4 GHz
processors or better.
Min 12GB RAM
Min 1TB Image database disk.
DVD + RW for image storage & for software loading.

Workstation by same manufacturer as MRI system to be offered. 3rd party workstation solution not acceptable. This standalone independent multimodality workstation.

(c) **Application Software For Workstation.**

- > Post Processing: Post Processing for Basic & advanced MR applications to be included.
- > Workstation should offer 2D,3D, 4D multi-modality routine reading capabilities and a variety of advanced applications tailored to the Workstation. The combination of Software and Workstation Hardware should be for 1 - 3 thin client user license must be offered.
- > Dedicated workflows and tools for routine and advanced reading of MR examinations
- > A generic MR Basic workflow should be provided, as well as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular workflows.
- > Dedicated cardiac monitor post processing software must be offered.
- > Turnkey contract.



(As per OEM recommendation). Work station with the same / similar user interface as of the main console are required with availability of all necessary software.

(2) **Hardware.** Manufacturer's original Multimodality 1 Thin Client Solution with Licensed software and having 1 concurrent user license with necessary hardware.

(a) **Server Hardware**

Workstation Hardware: QTY 03
Min 24-inch or more LCD monitor.
1 CPU Intel Xeon 10 core, 2.4 GHz
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DVD + RW for image storage & for software loading.

(b) **Client Computer system of Client WS:
QTY-02**

Min 24-inch or more LCD monitor.
Quad Core XEON processor 2.4 GHz
processors or better.
Min 12GB RAM
Min 1TB Image database disk.
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Workstation by same manufacturer as MRI system to be offered. 3rd party workstation solution not acceptable. This standalone independent multimodality workstation.

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- > Dedicated workflows and tools for routine and advanced reading of MR examinations
- > A generic MR Basic workflow should be provided, as well as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular workflows.
- > Dedicated cardiac monitor post processing software must be offered.
- > Turnkey contract.



(d) **Following Advance Applications should be available on workstation for post processing.**

- > Single and Multi-voxel spectroscopy Evaluation. Integrated reading of MR images and spectroscopy data for prostate exams.
- > Multiple voxel spectroscopy must have the possibility of an integrated reading of MR images and spectroscopy data for breast exams.
- > Neuro Perfusion Evaluation: MR Neurology workflow with advanced processing tools for the analysis of brain perfusion datasets.
- > Tractography: Tractography should have representation of diffusion paths of the human brain based on diffusion tensor imaging.

(3) Performance:

(4) Capable of interactive windowing, window presets, geometry manipulations, stacks and tile viewing, cine, movie export, sequence generation of volumes and projections, annotations and measurements along with print capabilities etc.

(5) Post processing software for MR Radiology workflows (Predefined layouts for Head, C-spine, T-Spine, L-spine, whole spine, Breast, prostate, Abdomen, hip and knee scans, Composed/stitched images etc.

(6) Diffusion tensor imaging evaluation i.e. MR Tractography.

I. **DICOM Package.** Query / Retrieve, Send / Receive, Media, Import / Export, storage, Print and IHE Integration.

(1) Deep learning reconstruction technology based artificial intelligence system (deep resolve/AICE/Air DLR/Smart Speed) for ultra-high resolution images in shortest time. Should be compatible and work with compressed speeder / compressed sensing / hyper sense / compressed sense for both 2D and 3D scans. The Artificial Intelligence Scan System should be complete package with all options for increasing gain / denoising, increasing image sharpness and reducing exam time.

(2) Compressed sensing / Compresses speeder / Hyper sense or similar for Ultra-fast scanning to reduce the scan time upto 1/4th of normal scanning time.

(3) Compressed sensing / Compresses speeder / Hyper sense or similar for Ultra-fast scanning to reduce the scan time upto 1/4th of normal scanning time.

(4) Liver Fat Fraction Quantification / LiverLab / IDEAL-IQ / mDixon Quant should be provided.

(5) Multi Band SPEEDER / MultiBand SENSE /



HyperBand / SMS Simultaneous Multi-Slice) should be provided.

(6) Deep Learning based technique to generates higher spatial in-plane resolution images from lower resolution images with the ability to triple the matrix dimensions in both in-plane directions while mitigating the ringing artifact.

m. **Patient Comfort.**

(1) In Bore Lighting, Ventilation.

(2) Patient Call System.

(3) Patient entertainment System/ DVD Player including Speaker/ Audio System.

(4) Patient observation integrated two way communication between patient and operator CCD Camera and monitor to observe patient during examination.

(5) Intercom for Patient to Signal the Emergency.

(6) Safety / Emergency Run down Safety Switch for emergency ramp down.

(7) Insulated exhaust system to prevent helium gas from entering the examination room.

(8) Oxygen Monitor.

n. **Additional Accessories to be offered Country of origin: USA, EU AND JAPAN**

(1) Online Sine Wave 100 KvP Double Conversion UPS for whole system including chiller with 15 minutes backup.

(2) Imported 100 KvA dedicated Diesel Generator.

(3) MRI Compatible IV Pole

(4) MRI Compatible Dual head Power Pressure Injector-must have non-ferrous, automatic syringe size detection, performs single/dual phase contrast injections, provides saline flush delivery and allows timed contrast delivery. Must provide compatible syringe (300 sets e connector) numbers of 50ml and 300 numbers of 30ml syringes with connectors should be provided). Must be able to observe progress of injection and view injection results.

(5) Imported RF Cage Shielding including 03 points of medical gases with interior finishing, Suction & Oxygen in recovery room.

(6) Dry Medical imager DICOM Compatible with 14X17 film size (Fuji, Agfa, Konica).

(7) MR Compatible Wheel chair 02



- (8) MRI Compatible Patient Trolley from manufacturer.
- (9) Operator's Chair in console and work station-08
- (10) MRI Compatible Anesthesia Machine with integrated Ventilator, 2 vaporizers, circle absorber vital signs monitor & Pulse Oxymeter.
- (11) MRI compatible O2 Cylinders 02
- (12) MRI compatible N2O Cylinders 02
- (13) Metal detector Door.
- (14) Hand held Metal detector.
- (15) Imported Dual Water Chiller as per requirement of the system with standby arrangement.
- (16) Phantoms.
- (17) Dehumidification: Should be supplied according to the manufacturer's specification.
- (18) Necessary Air Conditioning 02 in No 4.0 Ton duct type AC including ducting with Dehumidification: Should be supplied according to the manufacturer's specification.
- (19) 4x Split AC 2.0 Tons for Machinery Room, 2x AC for Console Room, 1x Work Station.
- (20) One set weigh scale with a 450 pound weight capacity and should include height measurement capability.
- (21) Coil Storage Cart/Cabin –for all supplied coils.
- (22) Desks and cabinets for different motions and accessories.
- (23) Non-Magnetic CO2 Fire Extinguisher- 01
- (24) Color laser printer 3600 dpi or more - 01
- (25) Computer system core i7 with Black & White laser jet printer 2400 dpi or more 02.
- (26) Site Renovation, electric wiring including MR compatible lighting and placement of magnet & allied Equipment at site of installation (3rd floor) responsibility of the firm.
- (27) Two sets of Led View Boxes-the view Boxes should be thin and compact, should be flicker free and of high luminous density of at least 6500 cd, with shutter and electronic dimmer.
- (28) Pacs system for radiology department including 05 x license and 03 x work station integrated with PNeHS.



3. **WARRANTY** Warranty with all parts of complete MRI for Five years from the manufacturer. The local vendor's warranty will not be acceptable.

4. **TRAINING**

a. 12 weeks software application training of staff at least 06hrs daily.

b. 15 x days on job training (operator/ maintainer) for 02 x PN personnel to be arranged by the supplier/ OEM at PN hospital within 15 days after successful joint inspection in accordance with clause 8(a) without any additional cost, so that trained personnel are capable of:

- (1) Operating system to its full capabilities, while ensuring all safety aspects of system equipment.
- (2) Carrying out all types of maintenance routines including major overhaul.
- (3) Carrying out fault diagnosis and rectification of the equipment.
- (4) Setting to work, trial and commission equipment after routine maintenance and repair.
- (5) The supplier shall provide computer based training CDs/DVDs along with hard copies of training materials.

c. One week application training for 02x PN team member (preferably Radiologist) at designated international Site/ Factory. Boarding/ Loading, International ticketing, inland transportation and training costs shall be borne by supplier.

6. **ACCEPTABLE MAKE**

a. M/s Canon/ Phillips/ Siemens/GE of Germany, Japan, USA, Europe, Netherlands or equivalent.

b. Required equipment should be recently manufactured/fresh batch and preferably may not be older than one year at the time of delivery.

c. Dual Certification: FDA/MHLW or equivalent & CE, Approved by Ministry of Commerce.



GENERAL TERMS & CONDITIONS

<u>S No. & Description</u>	<u>Firm's Reply</u> <u>(Complied)</u> <u>Partially</u> <u>Complied/Not</u> <u>Complied</u>	<u>Reference to</u> <u>attached</u> <u>Firm's</u> <u>Proposal/</u> <u>Brochure</u>
<p>1. <u>DELIVERY SCHEDULE</u></p> <p>a. The equipment/stores/accessories/tools are to be delivered within 5-6 months from the date of signing of contract on FOR/DDP Islamabad basis, i.a.w incoterms 2020.</p> <p>b. Only OEM Certified brand new equipment will be accepted.</p> <p>c. Only genuine OEM parts are acceptable. Non-Genuine/Replacement of parts/spares are not acceptable.</p> <p>2. <u>PAYMENT TERMS</u></p> <p>a. As per DPP & I-35 (Revised 2023) or as decided by DP (N).</p> <p>b. 60% payment on completion of following:</p> <p>(1) Delivery at Islamabad/ alongwith tools/stores</p> <p>(2) Joint inspection</p> <p>(3) Provision of all documents as mentioned in Para 14 of this Annex.</p> <p>c. 40% payment on completion of following:</p> <p>(1) Successful completion of installation/Test trials of the equipment by OEM/Firm to satisfaction of the end user at purchaser site complying all specification/acceptance criteria and issuance of final acceptance certificate by end user.</p> <p>(2) Satisfactory conduct of operator & maintainer training of PN team.</p> <p>(3) Issuance of CRV milestone certificate for acceptance by end user.</p> <p>3. <u>ORIGIN OF EQUIPMENT</u> Imported (other than India and Israel) with OEM CoC (Certificate of Conformance).</p> <p>4. <u>CERTIFICATION REQUIREMENT</u></p> <p>a. Supplier/OEM will confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.</p> <p>b. Supplier through certificate is to confirm that he will provide documents at the time of delivery of stores as per Clause 14 of this Annex.</p> <p>c. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer</p>		



will be provided at the time of delivery of stores.

d. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent/stockiest will not be acceptable.

e. Firm/Supplier shall provide correct and valid e-mail and fax No. to CINS and DP (N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed at address cins@paknavy.gov.pk, inspectorate1@paknavy.gov.pk under intimation to DP (N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of conformance Certificate issued by the OEM. Companies/firms rendering false OEM Conformance Certificate shall be black listed.

f. OEM CoC (Certificate of Conformity) must have following information:

- (1) Description of Store along with Quantity.
- (2) Part/ Pattern No of Stores.
- (3) Manufacturer Identification (Name Address and Contract No).
- (4) Date/ period of manufacturing.
- (5) List of Serial Numbers, Batch Number or Lot Numbers as embossed/ engraved on the stores (as applicable).
- (6) Details of Test Reports (FATs/ OEM Lab Test Report) along with dates and tests conducted (as applicable).
- (7) Details of third party testing authority (if their services used).
- (8) List of safety/ regulatory standards (as applicable).
- (9) Conformance to Standard/ Specifications quoted in the Contract.

5. **PERFORMANCE BANK GUARANTEE (PBG)** To ensure timely and correct supply of stores, the firm will furnish an irrevocable and un-conditional Performance BG within 30 days of signing of contract from a scheduled bank of Pakistan for an amount equal to 10% of the total value of the contract (on a judicial stamp paper) of appropriate value as per prescribed format. It shall remain in force till 60 days beyond completion of warranty period.

6. **WARRANTY/GUARANTEE**

a. Supplier is to guarantee that product is as per specs of the contract.

b. Complete equipment including accessories are to be warranted by the supplier for a period of 05 years, for all defects from the date of final acceptance by PN.

c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified and brand new. Stores, which are not procured directly from OEM or his authorized dealer/ agent/ stockiest will not be acceptable.



d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.

e. Post delivery, the supplier will replace stores without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/ damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection.

f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost in the currency in which stores have been received along with a reasonable compensation as claimed by PN.

7. **TRAINING**

05 days on Job Training (06 hours daily) (operators/maintainers)
f. 2x PN personnel to be arranged by the Supplier/OEM at PN hospital within 15 days after successful joint inspection in accordance to para 8 b of this Annex without any additional cost, so that trained personnel are capable of:

a. Operating system to its full capabilities, while ensuring all safety aspects of system/equipment.

b. Carrying out all types of maintenance routines including major overhaul.

c. Carrying out fault diagnosis and rectification of the equipment.

d. Setting to work, trial and commission equipment after routine maintenance and repair.

e. The Supplier shall provide computer based training CDs/DVDs alongwith hard copies of training material.

8. **INSPECTION**

a. Inspection Authority CINS KARACHI

b. Joint inspection will be carried out (within 15 days after receipt of stores), by Senior Classified Specialist of concerned Hospital, Electro Medical Officer of PNS HAFEEZ, O I/C PNMSD, Supplier/Company concerned and INS at PNMSD/PNS HAFEEZ.

9. **PACKING & MARKING**

a. Standard Trade Packing worthy of multi-model transportation by rail/road so as the ensure the arrival of the stores at the Consignee's warehouse in undamaged condition. Any loss of damage incurred due to sub-standard packing shall be made good by the Supplier free of cost.



b. Marking to be in accordance with international standards with bold marking as under:

FRONT SIDE: Name and address of consignee

OTHER SIDE: Contract No. _____ Dated _____

TOP Gross Weight _____

c. Shall be marked in bold letters on all sides of the consignment/package.

d. Any loss or demurrage occurring due to wrong marking or packing shall be borne by the supplier

e. All stores shall be marked with a broad arrow pointing upwards, by stamping painting or tallying.

10. PENALTY

The supplier before making the shipment will carryout complete test of the equipment at his facilities to ensure that the same has been manufactured as per the specifications. However, the buyer within, 30 days of its receipt will carryout inspection and test/trials. In case the equipment does not pass the test/trials, the buyer has the right to out rightly reject the equipment or impose penalty at the rate of 10-15 % of the value of the relevant equipment item. The penalty shall not absolve the supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be addition to other penalties and obligations covered in the contract like warranty/guarantee obligations on form DPL-15.

11. OBSOLESCENCE CLAUSE

In case of discontinuation of production of any component/ part as result of obsolescence or development of upgraded version, the Supplier should immediately inform the buyer. The Supplier shall ensure the provision of such components/ parts as demanded by the buyer prior discontinuation of the production and shall provide alternate for such components/parts in case the original is not available.

12. MAINTENANCE & REPAIR

a. The seller will be required to have a provision in the same contract for replacement of defective components/parts through exchange and shall provide in the proposal the Standard Replacement Cost for all parts used in the equipment/system for next five years. Furthermore the seller will also be required to furnish the standard Repair Cost for required replacement parts.

b. The seller will guarantee to supply the necessary spares for next at least 10 years from the date of final acceptance of the system, if so required by PN.

c. Seller will be required to agree to a provision for going into a 3 years maintenance contract. A suitable clause in this regard should be entered in the contract.



13. **DOCUMENTATION**

- a. Operating Manual (in original)
- b. Defect diagnostic & remedial measures (in original)
- c. Maintenance Manual (in original)
- d. Standard OEM Technical Manual (in original)
- e. Spare parts catalogues (in original).
- f. Current price/catalogue lists (in original).
- g. OEM Standard Service Manual (in original).
- h. Trouble shooting Manual (in original).

14. **LIQUIDATED DAMAGES (LD)**

Delay in the supply of stores for upto 21 days will be regarded as grace period available to the supplier and the delivery date will be considered to have been automatically extended upto that limit without issuance of any formal amendment. For delays beyond 21 days, formal amendment to the DP will be required. For purposes of imposing LD, if and when imposed, grace period will be inclusive i.e LD will be calculated from the original delivery date and not from the expiry of the grace period. LD will be recovered at the rate of upto 2% but not less than 1% of the value of stores supplied late per month or a part of a month for the period exceeding the original DP. The supplier will not be entitled to any reimbursement of any additional taxes, excise duty, sales tax, etc, imposed by the Govt, which becomes effective during the grace period and extensions in DP. LD thus imposed will not exceed 10% of the total value excluding taxes/duties, freight, KPT, insurance charges of the stores delivered late.

15. **RISK PURCHASE**

In the event of failure on the part of supplier to comply with the contractual obligations, the contract shall be cancelled at the risk and expense of the supplier in accordance with DPP & I-35 Revised 2023.

● **PRICE VARIATION**

Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture.

17. **DISCREPANCY**

The consignee shall render a discrepancy report to DP (N), Supplier, CINS and concerned hospital within 30 days from the date of receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, without any additional cost.

18. **INTEGRITY PACT**

This contract is required to be supported by integrity pact as format at Appendix 'I' which is to be signed by Supplier and Purchaser at the time of signing of contract.

19. **FORCE MAJEURE**



a. The parties will not be held responsible for any non-fulfillment or delay in carrying out the contractual obligations due to event of Force Majeure such as Acts of God (earthquake, flood, fire, typhoon, hurricane, mass epidemic sabotages), War (military actions, subversive activities or sabotages), Riots, Civil Commotion, Strike, Lockouts, Prohibitive measures of Governments (prohibition of trade relations with certain countries as a result of United Nations sanctions imposition) directly affecting the Parties and any events or circumstances on which the Parties has no control.

b. In order to be deemed force-majeure, the said events should be of extraordinary, unpredictable and unavoidable nature, and occur after this Contract comes into force and be beyond control of the Parties.

c. Should the force-majeure circumstances occur, the suffering Party must notify in writing the other Party of such situation within 30 (thirty) days from occurrence thereof. The said notice should contain information about the nature of the circumstances and, if possible, contain an evaluation obligations under the Contract, as well as the time required for such performance.

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

e. Within reasonable time, the Party exposed to force-majeure should transfer to the other Party a Certificate issued by the legal Authorities, as an evidence of occurrence of the force-majeure situation.

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

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

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



20. **ARBITRATION**

Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:

- a. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws.
- b. The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final and binding on both the parties to the contract.
- d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration.
- e. All proceedings under this clause shall be conducted in English language and in writing.

21. **COURT OF JURISDICTION**

All disputes arising in connection with the contract shall be sorted out through mutual discussion. Unsettled issues may however be dealt with under the Laws of Pakistan. The Courts at Islamabad shall be the Courts of Jurisdiction for any dispute relating to contract for adjudication.

22. **TERMINATION OF CONTRACT**

- a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser 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.
- b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:
 - (1) To have any part thereof completed and take the delivery thereof at the contract price or.
 - (2) To cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier 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.

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

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

23. **ACCEPTANCE CRITERIA**

a. Successful completion of installation/Test trials of the equipment by OEM/Firm to satisfaction of the end user at purchaser site complying all specification/acceptance criteria and issuance of final acceptance certificate by end user.

b. The equipment will not be acceptable in case of the following:-

- (1) Specifications are not as per Annex 'A'
- (2) Documentation at para 14 of Annex 'B' not provided.
- (3) Certification requirement as per Annex 'B' (Clause 4 a-d) are not met.
- (4) Training is not conducted as per training Clause 7 of this Annex.
- (5) Confirmation of performance and functions is not same as given in the contract and relevant documentations/manuals.

c. Acceptance of stores/equipment at PNMSD by the supplier will be after clearance from joint inspection team comprising Senior Classified specialist concerned hospitals, Electro Medical Officer of PNS SHIFA, O I/C PNMSD and rep of CINS.

d. Additionally supplier is to provide OEMs certified acceptance criteria for testing of the equipment within 15 working days after signing of the contract.

e. The final acceptance certificate will be signed by PN only after successful completion of all acceptance trials to the entire satisfaction of PN.

24. **COMMISSIONING/TRIALS**

a. Commissioning and trials of system/equipment is to be arranged within 30 days of supply of equipment by the supplier through OEM for their authorized rep(s) at purchaser site without extra charges.

b. Any defect/damage of the equipment during commission trials to be replaced by the supplier without any additional cost.

25. **OTHER REQUIREMENTS**

a. Name, Address and Telephone/Fax No. of OEM are to be provided with quotations and same also be endorsed in the contract.



b. Supplier should undertake that the accessories/components are compatible with each other & to the main system. Moreover, the system in all respects is ready for use on "Turn Key Basis".

c. Supplier should send latest updates & current information about system after selling of stores/equipment.

d. Any item subsequently found short would be supplied at concerned hospital without any additional cost within 30 days.

e. Issuance of EIUC (End Item Utilization Certificate) by end user within 01 month after successful completion of test and trials.

f. The supplier should mention the price of all deliverables i.e Equipments/services, spares, documentation, Test Bench/Tools/Test Equipment, Training, FATs (Factory Acceptance Trials), Installation/Integration, Test/Trials/Commissioning (Harbour Acceptance Trials, Sea Acceptance Trials) etc where applicable separately in financial quote. The same are to be subsequently incorporated in the contract document.

g. Marking of Store in accordance with MS/MISC/002/80.

26. **SECRECY**

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

27. **CONTINUOUS LOGISTIC SUPPORT**

a. The Supplier should provide guarantee to supply the necessary spares for next 10 years from the date of signing the contract. A certificate to this effect should be provided by the Supplier prior to acceptance of the system.

b. In case of discontinuation of production of any component/ part as result of obsolescence or development of upgraded version, the Supplier should immediately inform the buyer. The Supplier shall ensure the provision of such components/ parts as demanded by the buyer prior discontinuation of the production and shall provide alternate for such components/parts in case the original is not available. The Supplier shall ensure the spare supportability during warranty period in terms of DPL-15 and after warranty in terms of clause 12a & b of this Annex. For efficient spare supportability the Supplier shall provide the spares from its stock (**preferably held in Pakistan at Karachi or Islamabad**).

28. **OBTAINING LICENSE**



a. It is responsibility of supplier to obtain license/permits etc (if any) in the supplier's country. Failure to obtain the same shall not constitute grounds for "Force Majeure".

b. Firm will also provide authorized System software license required for integration with PNeHS for automated healthcare system if applicable.

29. **END USER CERTIFICATE (EUC)**

End User Certificate for OEM/Supplier to export the system to Pakistan shall be provided by Purchaser on requirement of firm through DP (N) if required.

30. **COMPENSATION ON BREACH OF CONTRACT**

If the Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.

31. **INDEMNITY**

The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.

32. **SUBLETTING**

The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.

33. **AMENDMENT IN THE CONTRACT**

Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties.



34. **TSR (TECHNICAL SCRUTINY REPORT)**

TSR will be conducted by a Committee nominated by NHQ.



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

Contract No. _____ DATE _____
Contract Value (Specify Value in Currency) _____
Contract Title _____ for Pakistan Navy

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

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

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

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

Notwithstanding any rights and remedies exercised by Govt of Pakistan in this regards, [the Supplier] agrees to indemnify Govt of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Govt of Pakistan in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form, from Govt of Pakistan.

[The Purchaser]

[The Supplier]



CONFIDENTIAL

UNDERTAKING/NON- DISCLOSURE CERTIFICATE

1. I _____
(Name & Appointment)

on behalf of _____
(Name of Firm/ Contractor)

(With address and Telephone number)

2. Do hereby submit an undertaking to abide by the provision of Official Secrets Act 1923 and conditions hereinafter contained. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate ceasing of further interaction and meetings.

Sig _____
Status/Appointment _____
Place _____
Date _____

1. Signature of Witness _____
Name (in block capital) _____
CNIC No. _____
(Please attach photocopy)
Address _____

Seal & Date

2. Signature of Witness _____
Name (in block capital) _____
CNIC No. _____
(Please attach photocopy)
Address _____

Seal & Date

CONFIDENTIAL



TENDER No.....

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

To:

Directorate of Procurement (Navy)

Through Bahira Gate
Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD

Contact: Reception: 051-9262311
Bahria Gate: 0331-5540649
Section: 051-9262304

Email: dpn@paknavy.gov.pk
Adpn31pre@paknavy.gov.pk

DEAR SIR

DATE _____

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

2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM NO. DP-35 (REVISED 2019) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS.

3. THE FOLLOWING PAGES HAVE BEEN ADDED TO AND FORM PART OF THIS TENDER:

- A.
- B.
- C.

YOURS FAITHFULLY,
.....
(SIGNATURE OF TENDERER)
.....
(CAPACITY IN WHICH SIGNING)
ADDRESS:.....
DATE.....
SIGNATURE OF WITNESS.....
ADDRESS.....

*INDIVIDUAL SIGNING TENDER AND/OR OTHER DOCUMENTS CONNECTED WITH A CONTRACT MUST SPECIFY:-

- (a) WHETHER SIGNING AS "SOLE PROPRIETOR" OF THE FIRM OR HIS ATTORNEY.
- (b) WHETHER SIGNING AS A "REGISTERED ACTIVE PARTNER" OF THE FIRM OR HIS ATTORNEY.
- (c) WHETHER SIGNING FOR THE FIRM "PER PROCURATION".
- (d) IN THE CASE OF COMPANIES AND FIRMS REGISTERED UNDER THE ACT, 1913 AS AMENDED UP-TO-DATE AND UNDER THE PARTNERSHIP ACT 1932, THE CAPACITY IN WHICH SIGNING E.G., THE DIRECTOR, SECRETARY, MANAGER, PARTNER, ETC. OR THEIR ATTORNEY AND PRODUCE COPY OF DOCUMENT EMPOWERING HIM SO TO SIGN, IF CALLED UPON TO DO SO.
- (e) Principal's Proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON BID SECURITY/EARNEST MONEY

IMPORTANT

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

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

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

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

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