

### **SURVEY OF PAKISTAN**

### INVITATION TO E-BID (FOR GOODS)

Survey of Pakistan a National Surveying & Mapping Agency invites Electronics bids from the Original manufacturers/authorized distributers/suppliers/contractors Service providers etc., registered with Income Tax & Sales Tax Departments for supply of following Equipments:

Sr. #	Description of Equipment	Qty	Closing Date
1	Software for data development using Photogrammetric Method including workstation	11 Nos.	06-05-2025

- **2).** E-Bidding documents as per regulations, containing detailed terms and conditions, Specifications & requirement etc., method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria of bids, performance guarantee etc., are available for the registered bidders on E-PADS at (www.eprocure.gov.pk.).
- **3).** The electronics bids, must be submitted on or before <u>06-05-2025</u> at <u>10:30 hrs</u>. Manual bids shall not be accepted. Bids will be opened the same day at **11:00 hrs**.

(NADEEM AHMAD CH.) Chairman Purchase Committee

> Deputy Surveyor General Survey of Pakistan

### **TERMS & CONDITIONS**

- 1. Applications by registered bidders on E-PADS at (www.eprocure.gov.pk.) prescribed form submitted by using E-PAD along with technical specifications (compliance sheet) and contract, which can be examined on published documents by Survey of Pakistan, Manual bids shall not be accepted however bidder should provide a hard copy of the bid to SoP for record. E-Bids will be opened on <u>06-05-2025</u>. These will be opened at <u>11:00 hrs</u> on the same day. The rep of the firms/bidders should reach at premises of Survey of Pakistan Faizabad Murree Road Rawalpindi along with original bid security/pay order etc. before opening of e-bids on **06-05-2025**.
- 2. Single stage two envelope procedure of open competitive shall be adopted by using e-pads. Initially, only Technical Proposal shall be opened and evaluated by the Technical Committees on the basis of evaluation criteria. After evaluation & recommendations by the Technical Evaluation Committee concerned, Financial Proposals of only technically accepted bids will be opened. The Financial Proposals of bids found technically non-responsive shall be rejected.
- 3. 4% earnest money in shape of pay order/bank draft in the name of Chairman Purchase Committee, Survey of Pakistan, Rawalpindi must be reached before opening of e-bids otherwise e-bid shall be rejected at the opening stage.
- 4. Successful bidder(s) will be required to execute agreement governing the terms & conditions of the contract.
- 5. All the bidders are requested to offer the latest model. Accepted/approved model shall not be replaced at any stage even with superior model. Supplier's earnest money will be forfeited and supply order will be cancelled.
- 6. Procuring agency may reject any or all e-bids subject to the relevant provisions of PPRA Rules.
- 7. Only registered suppliers who are on Active Tax Payers List (ATL) of FBR are eligible to supply goods to the Government departments.
- 8. The supplier should provide proof that he is on ATL of FBR Data Base. In other case his payment would be stopped till he files his mandatory return and appears on ATL of FBR.
- 9. The prices should be inclusive of all leviable taxes.
- 10. Bids will be valid for 120 days from the date of opening of e-bid.
- 11. The bidders shall have to give demo of their offered model during Technical Evaluation for analysis as per evaluation criteria.
- 12. The bidders should also provide the detail price analysis of the items/accessories in their Financial Proposal alongwith unit rate with GST.
- 13. The method of procurement is single stage two envelopes as per PPRA's Rule-36(b).
- 14. The successful bidder shall be liable to give full/justifiable training of their approved model.
- 15. Quantity of items can be increased or decreased subject to availability of funds.
- 16. Compliance e-sheet (attached) must be furnished duly filled in, otherwise e-bid will not be entertained.
- 17. Copy of CNIC must be uploaded with the e-bid.
- 18. The manufacturing/ assembling/ import (either in full or partly) of above equipment/ software shall not be of country that is banned/ declared illegible for any trade by the Government of Pakistan.
- 19. For more information, please contact with Mr. Muhammad Asghar, Deputy Director (Stores) at telephone No. 051-9290227.

- 20. Bidder will provide compliance sheet of each item of the equipment against specifications. Bidder response should be explicit for each component.
- 21. Any ambiguous and implicit words in quotations (such as yes, ok, offered, available, provided, complied etc.) will be treated as 'non-responsive' and bid will be rejected at initial stage.
- 22. Bid will be rejected if bidder fails to submit any document after due date except in response to any clarification sought by Project Director in accordance with PPRA 31.
- 23. Procuring agency may reject any or all bids subject observing the relevant provisions of PPRA Rules-33.
- 24. In Financial Proposal, the prices should be in Pak Rupees inclusive of all levy able taxes. The bidders should also provide the detail price analysis of the items/accessories in their Financial Proposal along with net quoted unit rate with GST and without GST showing complete pen picture of their quoted prices. Prices should be mentioned both in words & figures. In case of difference the amount given in words will be accepted.
- 25. Display of the items/equipment & Software must be in English Version.
- 26. The bidders have to give demo (s) of their quoted equipment, **if required/ determined** by the Evaluation Committee. The bidder declared qualified after demo (**if required**) shall be considered technically qualified. The decision of Technical Committee will be final.
- 27. Successful bidder(s) will be required to execute agreement governing the terms & conditions of the contract.
- 28. The successful bidder shall be liable to give at least 10 days training of their approved equipment.
- 29. **Liquidation Damages:** The firm has to pay liquidation damages for the period of delays in supply of deliverables upto rate of 2% of the contract price per month or part of a month exceeding the original/extended delivery period subject to the provision that total liquidation damages thus levied will not exceed 10% of the total contract price.
- 30. **Performance Guarantee:** The bidder shall provide to Survey of Pakistan (SoP), a Performance Guarantee issued by A-Plus Pakistani Scheduled Bank, having a value of 5% of the contract price and which is valid minimum for 24 months or beyond the expected date of delivery of the items/equipment.
  - a. Bank Guarantee furnished against this contract is un-conditional. Firm will undertakes not to hinder/restrain its encashment through court, extra judicial or any other way(including administrative process)
  - b. SoP shall confirm the authenticity / genuine of the Bank Guarantee from the concerned Bank.
  - c. Acceptance of LOI from SoP. 5% performance guarantee will remain held with SoP and be released on expiry of Support/ warranty Period duly certified by concerned TEC.
  - d. If the firm fails to produce the Bank Guarantee within 07 days, SoP reserves the right of cancelling the contract at the risk and expense of the firm. In the event of unsatisfactory performance or of any breach of terms of the contract, the bank guarantee shall be forfeited to the govt at the discretion of the firm.
- 31. **Confidentiality:** The firm shall not, during the process of execution or after expiration of this contract, disclose any proprietary or data without the prior written consent of SoP.
- 32. The bidder shall be responsible for provision of all accessories of original brand to make the items operational.

- 33. Every page of the original proposal documents should be signed and stamped by the bidder and proposal to be submitted in binded form otherwise bid will not be accepted.
- 34. Bidder(s) shall provide soft copy of compliance sheet and major supported documents to be used.
- 35. For purpose of evaluation, any firm, furnishes wrong information or proven wrong at any stage will be liable for legal proceeding. Any contract awarded in such case when find out, will be cancelled.
- 36. The bidder/lead should not be blacklisted by any of its clients. An affidavit to this affect must be submitted by the bidder.
- 37. **Litigation:** In case any dispute, the matter will be referred to Grievance Redressal Committee of the department constituted in accordance to PPRA Rules. The party aggrieved of the decision the committee can refer case to only court of law with jurisdiction at Rawalpindi to decide the matter.
- 38. For more information, please contact Mr. Muhammad Arshad Iqbal, Director Photogrammetry & Remote Sensing at telephone/ Fax No. 051-9290212.

### **EVALUATION CRITERIA**

#### 1. **Technical Evaluation:**

- a. Technical Evaluation Reports of the Technical Proposals will be made as per tender specifications without the reference to the price as per PPRA Rule 36 (b)(v). The Technical proposal evaluation committee will evaluate the technical proposals and qualifications based on defined criteria (Annex A & B)
- b. The bidder obtaining 80% or more marks will be technically qualified.

### 2. Evaluation of Financial Proposals / Bids

- a. Only the Financial Proposals of those bidders will be opened publically who's Technical Proposals and qualifications have been recommended by the Technical Evaluation Committee of the department as per PPRA Rule. For financial evaluation, the total cost including all items & taxes indicated in the Financial Proposal will be considered.
- b. The Purchase Committee will determine whether the Financial Proposals are complete. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of the equipment. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations within the total quoted price shall be that of the Vendor. The lowest Financial Proposal will be considered as the most advantageous bid.

### RESPONSIBILITY AGAINST DAMAGES/OWNERSHIP OF EQUIPMENT

The bidder shall be responsible for whole/any damage caused to the item(s)/ equipment by accident / improper handling / loading, un-loading, before handed over to / taking charge by SoP. The bidder shall replace the same.

#### **PAYMENT:**

- i. Payment shall not be made in accordance to the schedule agreed upon within the contract.
- ii. The bidder shall provide necessary and supporting documents along with invoice.

- iii. The bidder shall submit an application for payment to the DDO, Surveyor General Office, Survey of Pakistan Rawalpindi. The application shall be accompanied by such invoices, receipt or other documentary evidences as require, state the amount claimed and particulars of items supplied/equipment up to the date of application for payment.
- iv. SoP shall get verified the details of items delivered. Payment shall be made in accordance to the payment schedule agreed upon in the contract document and on delivery of items/services after issuance of satisfactory certificate by concerned technical committee/Project Director. Technical Inspection of items will be made in the presence of bidder or his authorized representative.
- v. SoP shall make payment for items supplied/services provided to the bidder as per Govt. policy in Pak Rupees through crossed Cheque after deduction of all levied taxes by the government at the time of payment.
- vi. All payment shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Supply Order till release of the payment.

### **SUPPLY PERIOD:**

- i. The firm will provide items within a period of 45 days of the tender.
- ii. The most advantageous bidding firm/vendor shall be responsible to deliver goods/services within due time as given in Supply Order/Tender document.

### **AGREEMENT DEED**

After receiving work order/supply order the firm has to sign a formal agreement deed on a stamp paper of appropriate value as per attached sample.

Technical Evaluation Reports of the Technical Proposals will be made as per e-pad tender specifications without the reference to the price as per PPRA Rule 36 (b)(v).

Only the Financial Proposals of those bidders who's Technical Proposals have technically been recommended by Technical Evaluation Committee of the department will be opened. The bid having the lowest price will be the lowest evaluated as per PPRA Rule 36(b)(ix).

The method of procurement is **single stage – two envelopes** as per PPRA's Rule-36(b) as explained below.

- a) The Bidders will send their Proposals in two sealed envelopes, marked as "FINANCIAL PROPOSAL" & "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
- b) Initially, only envelopes marked as **Technical Proposal** shall be opened and envelopes marked as Financial Proposal shall be retained in the custody of Chairman Purchase Committee.
- c) After the evaluation & recommendations by the concerned Technical Evaluation Committee, Financial Proposals of only technically qualified bids will be opened.
- d) The Financial Proposals of bids found technically non-responsive shall be returned unopened to the respective bidders.

### **Technical Evaluation Parameters –Marks/ Score Sheet for DPWs**

Annex-A

Sr.#	Name of Firm		Assessment Parameters				Total			
		50	10	5	5	10	10	5	5	100
		Technical Compliance	Firm relevance Experience	OEM Certification	OEM Authorization from Principal	After sale Repairing & maintenance Support	Training Support	Financial Worth	Equipment brand	
1										
2										
3										
4										

A Firm must secure 80% marks/score with at least 40% in Technical Compliance will qualify for the next process.

Annex-B Distribution of Scores Allocation

Sr.#	Assessment Parameters	Status	Score Award
		More than 90%	50
		Between 80% - 90%	45
1	Technical Compliance	Between 75 % to 80%	40
		Less than 75 %	Non compliance
		More than 15 years	10
		Between 10-15 years	8
2	Firm relevance Experience	Between 5-10 years	6
	Thin relevance Experience	upto 5 years	4
		Less than 5 years	2
3		Gold	5
		Tier 1	4
	O/M Certification	Silver	3
		Registration	2
		No registration	Non Compliance
4		Sole in Pakistan	5
	O.M Authorization	Other	3
		None	Non Compliance
5		Very Good	10
	After Sale Support (Repairing &	Good	07
	Maintenance)	Satisfactory	05
		None	00

### PRESCRIBED APPLICATION FORM FOR TENDERING OF PROCUREMENT OF EQUIPMENT

(To be printed on firm/supplier's letter head duly signed by the authorized representative)

Survey of Pakistan,	
Faizabad, Rawalpindi.	
In response to press advertisement dated:	-05-2025 appeared in the daily
	ownloaded Tender Documents consisting of Contract
Proforma for Tendering under Purchase of stores inc	luding the detail and specifications from PPRA's website.
We have gone through all the terms and co those, which are the part of tender.	nditions contained in above mentioned documents and
those, which are the part of tender.	
We fully agree to abide by the terms and co	nditions contained in the said documents and therefore
hereby submit Technical as well as Financial Proposa	ls for the following:

AUTHORISED SIGNATURE NAME & SEAL OF FIRM/SUPPLIER

The Chairman Purchase Committee,

# **Technical Specifications**

for

# **Procurement Digital Photogrammetric Workstation**

By

# **Survey of Pakistan**

**Directorate of Photogrammetry & Remote Sensing** 

----- April, 2025

### **Purpose and Scope of the Document**

This document is part of the Tender document for **Procurement of Digital Photogrammetric Workstation and software for development of geospatial data using photogrammetric method** through competitive bidding procedure. The purpose of this document is to provide bidders with detailed information on technical requirements and specifications for the equipment and Software.

### Bidders response to requirements

The document enlists all requirements in left columns. The bidder shall provide his consent in the rightmost column. The response should be explicit in well-defined specification offered for the components against each row. Any ambiguous and implicit words or quotations (such as yes, ok, offered, available and provided etc) shall be treated as "non-responsive".

The minimum thresholds for key components are given below whereas rest of the components should follow compatibility requirement.

Bidder to quote separate cost for each component/ requirement of Work as mentioned against each.

Bidder to submit proposals in both hard and soft format (for evaluation purpose).

# Proposed Technical Specifications for Software & Digital Photogrammetric Workstation

Workstation shall be capable to perform following functions and include compatible hardware

## **Aerial Triangulation**

Sl#	Specification/Requirement	Bidder Response
1.	Support for semi and fully automatic AT without or with POS data (GNSS+ INS integration)	
2.	Provide Image support for digital images (for all Aerial Cameras & Satellite Sensors)	
3.	The program must be able to calculate/ correct shift and drift parameters on the GNSS-data	
4.	The program must be able to correct for earth curvature and atmospheric refraction.	
5.	The program must accommodate tilt, crab and relief in photography to some extent and height anomalies.	
6.	The program must be able to calculate lever arm offsets and bore sight misalignment on the INS/IMU.	
7.	Support for semi and fully automatic error detection and rectification.	
8.	Supports the coordinate and Datum conversion and customization.	
9.	The program must be able to measure control and check points in the images from signalized known points on the ground.	
10.	The program must be able to export to the project format	

of the photogrammetric module.	

# **Modules for Photogrammetric Mapping**

Sl#	Specification/Requirement	Bidder Response
	•	Diduct Kesponse
1.	Photogrammetric software able to do 3D-mapping by itself or have integration towards other packages	
2.	Support image for 24 bit (8 bit on each band) uncompressed 256 tiled TIF images with full set of internal overviews.	
3.	The software must be able to zoom up to at least 5 times enlargement.	
4.	Must be able to produce line maps from stereo satellite images level 2A (geo-referenced from the satellite image supplier).	
5.	Must be able to carry out additional geo-referencing by use of extra Ground Control Points.	
8.	Supports the coordinate and Datum conversion and customization.	
9.	The software must be able to change the displayed stereo images to get better visibility e.g. dark shadows or low contrast areas. This correction must not introduce any change the original image on the hard drive.	
10.	Must support user defined parameters required for creating line maps with support of user defined symbology library .	
11.	Support super imposition of third party vector data for editing with image source.	
12.	Must support at least these formats: shp, dxf, dwg ordgn	
13.	Support all images from all Aerial cameras and Satellite sensor	

# **Lidar Data processing, DTM Generating & Editing**

Sl#	Specification/Requirement	Bidder Response
1.	Must at least support point cloud from all Aerial, Satellite & LIDAR sensors The software must be able to read only selected classes and a given LIDAR pulse return.	
2.	Process raw lidar point clouds to final output	

3.	Full support for Point cloud data editing (LAS-format) and should be equally supportive to edit colorized point clouds.	
4.	The program must be able to makea Digital Terrain Model (DTM) and extract Contour lines& support edit in 3D.	
5.	Can support for automatic extraction of points with a given class.	
6.	The software must be able to export DEM to at least these formats: ASCII, GEOTIFF, LAS and xyz grid	
7.	The software must be able to export contour lines to at least one of these formats: shp, dxf, dwg or dgn.	
8.	Must support user defined parameters for DEM/DTM generation to achieve high accuracy.	
9	The software must be able to zoom up to some extent for further analysis.	
10.	Support integration of multi-source elevation data to generate DEM	

# Digital Orthophoto Production software

Sl#	Specification/Requirement	Bidder Response
1.	Full support for fully automated, generation and editing of Digital Ortho photo.	
2.	Orthophoto software must support to import files of oriented images and DEM from other sources.	
3.	Must support user defined pixel size for Orthorectification.	
4.	The tiling, of the orthophoto must follow regular pattern of a defined width, height and position.	
5.	The program must be able to do some color equalization over the whole project in order that orthophoto becomes more homogeneous.	
6.	The software must be able to zoom up to at least 5 times enlargement for further analysis.	
7.	Provide support for various re-sampling algorithms, for example nearest neighbor, bilinear, cubic convolution, B-spline, etc.	

8.	Support all images from all available cameras & sensor	
9.	Must be able to export metadata, as for example seam lines, to at least one of these formats: shp, dxf, dwg or dgn	

**Workstation-** the recommended Workstation and the minimum hardware that is capable to work reasonable well for the modulesspecified above. Some of the basic requirements are as below. The latest models will be preferred:

SI#	Component	Specification
	_	-
1	System	Branded
2	Operating	Window 11 Pro (64bit) or better
	System	
3	Processor	Intel® Xeon® w7-2495X (45 MB cache, 24 cores, 2.5 GHz
		to 4.8 GHz or better
4	RAM	64 GB or more, DDR5 SPR,
5	Hard Drives	1x2TB SSD & 1x4 TB HDDor better
6	Graphic	Integrated graphic card >6 GB chipset compatible (latest duly
		compatible with system functionality) or equivalent.
7	Displays	3D Stereo viewing support
/	Displays	Screen size: 24 inches
		Best resolution: 1920×1080 or better
		Static contrast: 1000:1
		Interface: Video Display port, DVI-D, HDMI
		Refresh rate: 144Hz max
		Support new generation graphic cards
8	Viewing	Full support for stereo Mapping compatible to the
	System	system/software performance
	(method for	
	stereo	
	viewing)	
	vicwiiig)	
9	Mapping	3D mapping mouse compatible to the system/ Software
	Devices	performance,
10	UPS	Min 3 KVA or equivalent with 01 hour backup, with dry
		batteries
11	Accessories	Input output support compatible
		Power supply and cables
1		Wireless Key Board& mouse,

# **7** General Conditions to follow:

S1 #	Component	Specification	Bidders

			Response
1.	Licensing	Licence required for each module	
2.	Installation & Training	10 days on site training after installation.	
3.	Documents	Assembly and working Brochures in English (both hard and soft copies)	
4.	Delivery	On site delivery. Bidder will be responsible for custom clearance and follow other prevailing rules, etc. in case of import of any equipment and software as per government policy.	
5.	Warranty	01 year comprehensive onsite warranty and 2 year service warranty.	

# **CONTRACT**

GOVERNMENT OF PAKSITAN (MINISTRY OF DEFENCE)

SURVEY OF PAKISTAN

SURVEYOR GENERAL'S OFFICE

RAWALPINDI

Contract No. /15-G-4/( )/ /St, dated: - 05-2025

Refers Supplier's Tender No.

An agreement made the	day of	Two Thousand-1	Twenty-Fiv	e between
the President of Pakistan (herein after cal	lled the "PURCH	ASER" on the one	part and	M/s
			,	"SUPPLIER"
on the other part				

Whereby it is agreed that the Purchaser shall purchase and the Supplier shall sell the stores as described in the schedule given hereunder at the price mentioned therein already transmitted through letter of intent subject to the special conditions as follow:

### **SUPPLY SCHEDULE**

Description of Stores	Qty/	Bill in name of	Rate per	Total Cost	Delivery
	(Units)		unit (Rs.)	(Rs.)	Date

	Drawing & Disbursing Officer, Surveyor General's Office, Survey of Pakistan, Rawalpindi		On or before

WARNING: 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 Surveyor General of Pakistan/Ministry of Defence to receive it. The breach of the undertaking shall be punishable under the Official Secrets Act, 1923

### **CONTRACT CONDITIONS/CLAUSES:**

1). Name of consignee: The Surveyor General of Pakistan, Survey of Pakistan, Faizabad,

Rawalpindi.

2). Cost Dubitable to Head: Physical Asset:

3). Supplier's Name an Address:

4). Supplier's NTN No. M/s.

5). Supplier's Sales Tax Reg. No:

6). Date of Delivery: 7). Maker's Name & Brand: -

8). **Dispatch Instructions:**The stores will be dispatched to the consignee under firm's

own arrangements. No part supply will be allowed in any case. Each item will be packed/marked as per relevant paper's particulars governing the supply of store/standard/trade marking worthy of transportation by Rail/Road/Air within

9). Packing & Marking Instructions: Pakistan so as to ensure their safe arrival at ultimate destination

without any loss or damaging.

10). Inspection:

a) Inspection Authority: Technical Evaluation Committee (TEC)
 b) Inspection Officer: Chairman Technical Evaluation Committee

c) Place of Inspection: Consignee's Premises

The Inspecting Officer will be informed 02 working days in advance about the time for

d) inspection

11). Checking of Stores of Consignee's End: All stores will be checked at consignee's premises in the presence of supplier's representatives. If, for the reasons of economy or other the supplier decides not to nominate his representative for such checking, then advance written notice to this effect will be given by the supplier to the Deputy Director Stores, Surveyor General's Office, Survey of Pakistan, Rawalpindi under intimation to CPC prior to or immediately on delivering stores. In such an event, the supplier will clearly under take the decision of consignee with regard to quantities and description of a consignment, which will be taken as final and if any discrepancy found will according be made up by the supplier.

#### 12). Terms of Payment:

a) 100% payment of value of the stores supplied will be paid to M/s. ------, through Cheque

by submission of bills duly supported by the **NOC** from **TEC** 

b) Bill will be furnished to the Deputy Director Stores, SGO, Rawalpindi, which will subsequently be submitted to AGPR, Islamabad by the consignee.

#### 13). Taxes & Duties:

a) **Duties & Taxes Applicable:** The prices quoted are inclusive of all kinds of duties and taxes. The purchaser shall not be liable for reimbursement of duties and taxes on the

contracted goods other than those given in the quoted rates. The payment of element of taxes and duties, which are included in quoted rates, will be made to the supplier only after production of duly authenticated documentary proof of its payment to the respective department. In case fresh taxes and duties are levied by the government after opening of the tender will signing of the contract and during the currency of the contract i.e., within the original delivery period) or if the existing rates of taxes are increased after opening of the tender and during the currency of the contract, liability shall be of the purchaser and the same shall be reimbursed by the AGPR, Islamabad to the supplier at actual, on production of documentary proof of his payment duly authenticated. In case of any subsequent decrease in existing or future duty or taxes by the Govt. after opening of tender and during the currency of the contract the liability shall be of the supplier and the supplier shall reimburse the same to AGPR, Islamabad under intimation to purchaser.

- b) For release of payment, the supplier would be required to furnish the following documents to **Deputy Director (Stores), SGO**.
  - i Proof of registration with Sales Tax Department (Copy of Registration Certificate).
  - Sales Tax Invoice in original showing description/quantity/value of good and current amount of Sales Tax leviable thereon.

#### 14). Bank Guarantee Clause:

- b) If the supplier fails to produce the bank guarantee/draft within the specified period, the Surveyor General of Pakistan reserves the right of concealing the contract at the risk and expense of the supplier. In the event of un-satisfactory performance or of any breach of terms of the contract, the bank guarantee/draft shall be forfeited to the government at the discretion of the purchaser. On satisfactory performance of the contract the bank guarantee/draft will be returned to the supplier by CPC, on receipt of clearance from the Consignee.
- Bank guarantee/draft furnished against this contract is un-conditional and encashable at the c) will of purchaser. Supplier undertakes not to hinder/restrain its encashment through court, extra judicial or any other way (including administrative process).

# Supplier Warranty/Guarantee:

- a) The supplier shall furnish warranty for the stores under supply against defects in material workmanship, and satisfactory performance for one year with parts and one-year free service. The stores will be of the high-test grade and consistent with general expectable standard for the stores of type ordered in full conformity with governing specifications and performance of stores with the liability of replacing defective/unacceptable part free of cost within 07 days by the supplier on receiving the discrepancy report, failing which the purchaser shall have the right to purchase the stores (against the stores declared defective) at the supplier's risk and expense. The supplier also undertakes to make good the deficiency in supply, if any.
- b) Supplier's warranty shall be provided to the consignee along with the store.
- 16). **Inspection after Expiry of Delivery Period:** Unless informed and directed to the contrary during the currency of the contract, the Inspection Officer will continue the inspection of the stores at firm's risk even after expiry of delivery period. Such acceptance will not prejudice the purchaser's right to cancel the contract or to extend the delivery period with or without liquidated damages.
- 17). **Failure and Termination:** Should the supplier fail to deliver the stores within stipulated period of supply, on the expiry; the purchaser shall be entitled at his option to take either of the following actions:

- a) To cancel the contract or purchase from elsewhere the stores not delivered, at risk and expense of the supplier and without notice to him. The supplier shall also be liable to any loss which purchaser sustains on this account but shall not be entitled to any gain of repurchase.
- b) To make the supplier pay liquidation damages for the period of delays in supply up to the rate of 2% of the contract value un-supplied stores per month or part of a month for the period exceeding the original delivery period subject to the provision that total liquidation damages thus levied will not exceed 10% of the total contract value.
- c) If contract of the firm is cancelled at 'Risk and Expense' then the latest equivalent of their cancelled stores will be purchased at 'Risk and Expense' of the concerned firm if the cancelled type/category is not available in the market. Similarly an item of contract on FOR (indigenous) basis may be produced at risk and expenses of the firm on FOR (Imported) basis and vice-versa in the interest of the state.
- 18). **Force Majeure:** Force Majeure shall mean any event, act or other circumstances, not being an event, act or circumstance, under the control of the purchaser or of the supplier. Non-availability of raw material from the manufacturer of stores, or of export permit for the export of the contracted stores from the country of its origin, shall not constitute Force Majeure.

### 19). Special Instructions:

### Warranty/Guarantee:

- a) The supplier has to provide warranty/guarantee of the stores supplied for a period of 01-year standard warrantee including repair, servicing and replacement of parts from the date of issuance of NOC by the CPC The supplier shall replace the defective stores free of cost. Warranty/Guarantee Certificate with regards to all items being supplied would be provided to the consignee along-with the stores.
- b) Trade mark of all items should be quoted clearly. On receipt, if any stores are found to be otherwise it will be changed/replaced free of cost.
- c) The Supplier will be strictly bound to supply the contracted stores as per tendered specifications, and fulfill all responsibilities in this regard.
- 20). **Litigation**: In case of any dispute, only court of jurisdiction at Rawalpindi shall have the jurisdiction to decide the matter.

# SIGNATURES

#### PURCHASER

#### SUPPLIER

Designation	Chairman Purchase Committee		
Name	(NADEEM AHMAD CH.,)	Name	
Signature		Designation	
	behalf of the President of blic of Pakistan.	Signature	
	,		

