

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

Contact: For General Queries 051-9262306, Bahria Gate 0331-5540649, Section: 051-9262307
Email: dpn@paknavy.gov.pk 051-9262307 adpn36@paknavy.gov.pk

P-36/FOR Section (Contact: 051-9262307, Email: adpn36@paknavy.gov.pk)

Tender No and Date R2602360522

Tender Description PROCUREMENT OF 05 x AERIAL TARGET DRONES INCLUDING 01 x GCS AND 01 x

IT Opening Date 05/03/2026

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

Contact Person _____

Contact Number (Landline _____) (Mobile _____)

Document 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			
S No	Document	Original Set	Copy Set
1	Bank Challan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))		
2	DP-1 Form of IT with tick mark against each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initiated on each page		
4	Annex A of IT duly filled (with compliance remarks)		
5	Annex B & C of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filled & Signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	DRAP registration letter (in case of medical)		
10	DGDP Registration Letter (If firm is registered with DGDP)		
11	Tax Filing Proof		
<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	Firms Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	
3	Duly filled DP-2 Form of IT	01 x Original	

Firms Declaration

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

Firm's Authorized Signatures _____

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)

Through Bahria Gate

Near SNIDS Centre,

Naval Residential Complex

Contact: For General Queries: 051-9262306

Bahria Gate: 0331-5540649

Section: 051-9262307

Email: dpn@paknavy.gov.pkadpn36@paknavy.gov.pk

M/s _____

Dated :

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 2024) covering general terms and 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 2024) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

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3 Conditions Governing Contracts: The 'Contract' made as result of this I/T (Invitation to Tender) i.e. 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 and Instructions and DPP&I-35 (Revised 2024) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

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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 sea'ed envelope "Commercial Offer", tender number and date of opening. Taxes, duties, freight/transportation, insurance charges etc are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. In case of more than one option offered by the firm, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

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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:

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

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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.

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

Directorate of Procurement (Navy)

Through Bahria Gate
Near SNIDS Centre,
Naval Residential

Contact: For General Queries: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262307

Email: dpn@paknavy.gov.pk
adpn36@paknavy.gov

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 051-9271468 well before the opening date / time.

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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 and time specified in DP-2 would be rejected without exception and returned un-opened i.a.w Rule 28 of PPRA-2004.

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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 Technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.

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

8. Part Bid Firm may quote for the whole or any portion, or to state in the tender that the rate quoted, shall apply only if the entire quantity/range of stores is taken from the firm. The Director Procurement reserves the right of accepting the whole or any part of the tender or portion of the quantity offered, and firm shall supply these at the rate quoted.

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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 firms 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).

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

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a. In case you are Not quoting, please return the tender inquiry stating the reason of NOT quoting. In case of failure to return the ITs either quoted or not quoted consequently on three occasions, this Directorate, in the interest of economy, will consider the exclusion of your firms name from our future distribution list of invitation to tender.

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

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

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.

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

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a. Proof of firms financial capability.

b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.

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c. Principal/Agency Agreement.

d. Registration with DGDP (Provisional Registration is mandatory)

13. Treasury Challan

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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.

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

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

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a. Submitting improper Earnest 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 call 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 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

(iii) Unregistered/not Pre-Qualified/Un-indexed 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:-

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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
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 and Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2024) or as per terms of the contract.

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

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

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- 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:

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- a. 1st rejection on Govt. expense
- b. 2 nd rejection on supplier expense
- c. 3rd rejection contract cancellation will be initiated.

2.0 . Rejection of Stores/Services.

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 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.

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2.1 . 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 and understood for strict compliance:

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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.e. Rule-7 of PPRA-2004. The form is available at www.ppra.org.pk or can be requested at dpn@paknavy.gov.pk

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

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

2.2 . 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 and Consignee respectively with copy endorsed to the DP (Navy).

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2.3 . Pre-Shipment Inspection.

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

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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
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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.
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26. Price Variation.
- a. Prices offered against this tender are to be firm and final.
- b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.
- c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.
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27. Force Majeure.
- a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances / happening in writing. Non-availability of raw material for the manufacture of stores, or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.
- b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.
- c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.
- d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.
- e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.
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28. Arbitration. Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be 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:

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- 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

29. Court of Jurisdiction. In case of any dispute only court of jurisdiction at Rawalpindi, Pakistan shall have jurisdiction to decide the matter

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30. Liquidated Damages(LD). Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DPP & I-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.

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31. Risk Purchase. In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP & I-35.

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32. Compensation Breach of Contract. If the contractor fails to supply the contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of supplier / seller or stores / equipment declared defective and caused loss to the Government, contractor shall be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation will be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money will be decided by the purchase officer and will be deposited by contractor / seller in Government treasury in the currency of contract.

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33. Gratuities/Commission/Gifts. No commission, rebate, bonus, fee or compensation in any form shall be paid to any local or foreign agent, consultant representative, sales promoter or any intermediary by the Manufacturer/Supplier except the agent commission payable as per the agent commission policy of the government and as amended from time to time and given in the contract. Any breach of such clause(s) of the contract by Manufacturer/Supplier and/or their sole nominated representative may result in cancellation of the contract blacklisting of the Manufacturer/Supplier financial penalties and all or any other punitive measure which the purchaser may consider appropriate.

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34. Termination of Contract.

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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.

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b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:

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

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

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

35. 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).

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36. 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.

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37. 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

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38. Disqualification. Offers are liable to be rejected if:-

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- 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. Manufacturers relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- i. Subject to restriction of export license.
- j. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
- k. If the validity of the agency agreement is expired.
- l. The commercial offer against FOB/CIF/CandF tender is quoted in local currency and vice versa.
- m. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
- n. Earnest money is not provided.
- o. Earnest Money is not provided with the technical offer (or as specified).
- p. If validity of offer is not quoted as required in IT or made subject to confirmation later.
- q. Offer made through Fax/E-mail/Cable/Telex.
- r. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
- s. If OEM and principal name and complete address is not mentioned.
- t. Original Principal Invoice is not attached with offer.

39. 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	Cetegary of Appeal	Limitation Period
a	Appeals for liquidated damages	Within 30 days decision
b	Appeals for reinstatement of contracts	Within 30 days decision
c	Appeals for risk and expense amount	Within 30 days decision
d	Appeals for rejection of stores	Within 30 days decision
e	Appeals in all other Cases	Within 30 days decision

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

Understood
agreed

☐

Understood
not agreed

☐

41. For Firms not Registered with 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

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

Understood
agreed

☐

Understood
not agreed

☐

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

Understood
agreed

Understood
not agreed

☐☐

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

Understood
agreed

Understood
not agreed

☐☐

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 01 Year after the acceptance of stores by the end user

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

SIGNATURE _____

DATE _____

PLACE _____

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 Messers _____

(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: _____
Date: _____

Signature: _____
Name: _____
Appointment in Firm: _____

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1 Schedule to Tender No. 2590090\IR2602360522 Dated null This tender will be closed for acceptance at 1030 Hours and Will be opened at 11:03 Hours on 2026-03-05 11:00 Please drop tender in the Tender Box No. 205.

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 and stamped. Same are available at www.ppra.org.pk

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	null PROCUREMENT OF 05 x AERIAL TARGET DRONES INCLUDING 01 x GCS AND 01 x LAUNCHER Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	5.0 NUMBERS		
2	null 01 x GCS Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	1.0 NUMBERS		
3	null 01 x LAUNCHER Detailed: Technical Specification Special Instructions: As Per Annex A General Instructions : As Per Annex B	1.0 NUMBERS		
Above mentioned price includes 18% sale Tax (Please tick Yes or No)		Yes		No
	Grand Total			

Terms and Conditions

1. Terms of Payment As per Annex B
2. Origin of OEM To be Indicated by the Firm
3. Origin of Stores To be Indicated by the Firm
4. Technical Scrutiny Report Required
5. Delivery Period WITHIN 02 MONTHS AFTER CED
6. Currency PAK RUPEES
7. Basis for acceptance FOR
8. Bid validity The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
9. Tendering procedure Single Stage - Two Envelopes
bidding procedure will be followed . PPRA Rule 36 refers.

10. 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 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 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 cell 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 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.
- (iii) Unregistered/not Pre-Qualified/Un-indexed 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

c . Return of Earnest Money. (i) Earnest money to the unsuccessful bidders will be returned on finalization of the contract.
(ii) Earnest money of the firm/firms with whom contract is concluded will be returned on submission of Bank Guarantee and its acceptance by CMA (DP).

13. Special Note.

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

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

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

DP-3

Tender No .R2602360522.....

Name of the Firm.....
DGDP Registration No.....
Mailing Address.....
Date.....
Telephone No.....
Official E-Mail.....
Fax No ..
Mobile No of contact person.....

To:

Directorate of Procurement (Navy)
through Bahria Gate Near SNIDS
Center, CDA Market
at Naval Residential Complex
Sector E-8, Islamabad
Tele : 051-9262310
Email : dpn@paknavy.gov.pk

Dear Sir, 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 day 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. DGP&I (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

Annex A to

Indent No. 2590090

Dated: 04 FEB 26

TECHNICAL SPECIFICATIONS – AERIAL TARGET DRONE

<u>S No</u>	<u>Description</u>	<u>Firm's Reply</u> (complied/partially/complies / not complied)																								
Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation. Firm is required to clearly mention Complied/Partially Complied/Not Complied remarks against each Clause and qualify same through mentioning references in respective Clause from the attached firm's technical proposal/brochures as per following format.																										
COMPOSITION																										
1.	Procurement of 5 x Aerial Target drones, 1 x GCS and 1 x Launcher including accessories as per specifications defined below:																									
TECHNICAL SPECIFICATIONS																										
2.	Critical parameters are as under: <table><tr><th>S#</th><th>Characteristics</th><th>Specifications</th></tr><tr><td colspan="3">Physical</td></tr><tr><td>a.</td><td>Max weight</td><td>50kg</td></tr><tr><td>b.</td><td>Fuselage Length</td><td>9ft / 2.8m</td></tr><tr><td>c.</td><td>Wingspan</td><td>8ft / 2.5m</td></tr><tr><td>d.</td><td>Launch Method</td><td>Drone Launcher</td></tr><tr><td>e.</td><td>Recovery Method</td><td>Belly/ Parachute</td></tr><tr><td>f.</td><td>Construction</td><td>Hybrid Metalloid Composite (HMC)</td></tr></table>	S#	Characteristics	Specifications	Physical			a.	Max weight	50kg	b.	Fuselage Length	9ft / 2.8m	c.	Wingspan	8ft / 2.5m	d.	Launch Method	Drone Launcher	e.	Recovery Method	Belly/ Parachute	f.	Construction	Hybrid Metalloid Composite (HMC)	
S#	Characteristics	Specifications																								
Physical																										
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c.	Wingspan	8ft / 2.5m																								
d.	Launch Method	Drone Launcher																								
e.	Recovery Method	Belly/ Parachute																								
f.	Construction	Hybrid Metalloid Composite (HMC)																								

Performance

g.	Max Speed	100-110 m/s
h.	Flight Endurance	1 Hour
j.	Operational Range	100 Km (50 Km radius)
k.	Altitude	3000m

Propulsion

ax.	Engine Displacement	275 CC
all.	Fuel Capacity	Minimum 16 L
n.	Fuel Type	Gasoline + 2T Oil (30:1)

Communication

p.	Control Link	900MHz/ 433 MHZ/
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Power

q.	Battery	Consolidated Battery Pack 24 V
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Weather Limitations

r.	Wind Speed	10-15 knots
s.	Sea State	1-2

GCS & Launcher

l.	Supported GCS and Launcher required for operations of Aerial Target drones	
----	--	--



OPERATIONAL CAPABILITIES

3.	a. Drone shall be capable to: 1. Take off from ashore/ sea platforms in order to train SAM operators for optimal performance during actual scenarios/ aerial engagement. 2. Withstand harsh marine conditions, including strong winds, saltwater exposure (water proof/ reusable after desalination) and dynamic weather patterns. 3. Carry multiple payloads options i.e. IR flares, luncburg Lens or any other specialized equipment. 4. Integrate with navigation and control systems i.e. GPS, inertial navigation and terrain guidance technology. Moreover, can operate autonomously or under remote control. 5. Allow easy/ quick assembling/ disassembling, STW, maintenance, upgrade/ replacement and payload customization according to mission specific requirements. 6. Remain positive buoyant in case of ditching/ landing on water.	
4.	<u>PURPOSE USAGE.</u> Target Drone will be utilized for Live Weapon Firing of SAMs and training/ rehearsal purpose.	

MISCELLANEOUS

5.	The OEM shall share technical & budgetary proposal of offered product for evaluation/ acceptance by NHQ. The complete requirement/ functionality must be agreed by the OEM prior award of contract.	
6.	The equipment shall be brand new and not used/ refurbished and should not be older than 01 year.	

Annex B to

Indent No.
2590090

Dated: 04 FEB
26

GENERAL TERMS AND CONDITIONS

S No	Description						
	Guidelines for Firm for Submitting Technical Proposals for Technical Evaluation. Firm is required to clearly mention <u>Complied/Partially Complied/Not Complied</u> remarks against each Clause and qualify same through mentioning references in respective Clause from the attached firm's technical proposal/brochures as per following format.						
1.	<u>SCOPE OF SUPPLY.</u> The OEM undertakes to deliver 5 x Aerial Targets Drones, 1 x GCS and 1 x Launcher including accessories to Purchaser including provision of Supplies and Services to the Purchaser as per details specified in Annex-A (technical specifications) and general terms and conditions mentioned in Annex B to IT, on FOR/DDP Karachi basis as per INCOTERMS 2020, as per following: <table><tr><th>S #</th><th>Product Delivery</th><th>Timeline</th></tr><tr><td>a.</td><td>Procurement of 5 x Aerial Target drones, 1 x GCS and 1 x Launcher including accessories</td><td>T₀+ 02 month</td></tr></table>	S #	Product Delivery	Timeline	a.	Procurement of 5 x Aerial Target drones, 1 x GCS and 1 x Launcher including accessories	T ₀ + 02 month
S #	Product Delivery	Timeline					
a.	Procurement of 5 x Aerial Target drones, 1 x GCS and 1 x Launcher including accessories	T ₀ + 02 month					
2.	<u>DELIVERY SCHEDULE.</u> The items are to be delivered on FOR basis within 02 x month of the Contract Effective Date as per following schedule: a. The Contract shall become effective upon signing of contract from Seller and Submission of PBG by the OEM. b. Provision of acceptance trials documents within 15 x days of Contract Effective Date (CED). c. Operators and Maintainers training of Purchaser team to be conducted at Purchaser premises within 15 x days of delivery. d. Inspection of equipment's at site of deployment within 7 x days of Delivery.						

	e. Commissioning of equipment within 7 x days of successful inspection by acceptance committee. f. Final Acceptance & commissioning within 02 x month after Contract Effective Date. g. The Seller shall deliver the stores on FOR basis at designated PN units.
3.	<u>COMMISSIONING OF PROJECT</u> The "Commissioning of Project" shall mean the delivery of the project equipment at Purchaser's site in accordance with Purchaser approved configuration duly evidenced by basic operational test demonstrating operational status of the project equipment. The Seller and the Purchaser shall agree upon and jointly sign a certificate within one month time after written intimation w.r.t availability/ operationalization of the system by the Seller.
4.	<u>CONTRACT EFFECTIVE DATE (CED)</u> CED shall be established and notified by the Purchaser upon completion of following pre-requisites: a. Contract signing. b. After Endorsement by FA(N).
5.	<u>TEST INSTRUMENTS AND TOOLS</u> A complete set of instruments/ tools are required to be provided by OEM. Consumable spares are required for 02 years and the OEM is to provide guarantee for spare supportability for various spares for the life cycle of the equipment. Following information is required for the spares: a. OEM b. Part Number c. NATO Stock Number d. Description/ Nomenclature e. Denomination f. Shelf Life g. Price
6.	<u>MILITARY STANDARDS</u> 5 x Aerial Targets Drones along with associated equipment / accessories should conform to be Military Standard (as per international standards of Airspace for UAVs Test/Trials.

7.	<u>ACCEPTANCE/INSPECTION CRITERIA</u> The equipment will not be acceptable in case of the following: a. The Seller shall provide the acceptance trials procedure to Purchaser at least 30 days before start of acceptance trials for agreement. The final acceptance procedure may be amended by Purchaser, taking into consideration the trial procedures recommended by the Seller, system specification provided by the Seller and Purchaser own experience/expertise or as per the mutually agreed timeline as defined in the contract. b. Final acceptance certificate will be signed by PN Inspection Authority i.e. CINS and End User after successful completion of all acceptance trials.
8.	<u>INSPECTION OF STORES/ ACCEPTANCE TEST PROCEDURE</u> a. The stores shall be jointly accepted and inspected by Reps of OEM and Purchaser nominated team (including CINS & reps of ATS at NSSD Area West Wharf Road Karachi. b. The team shall inspect and test the goods to their conformity to the contract specifications. c. Purchaser shall notify the Seller in writing of the identity to any representatives entrusted for this purpose. d. If any inspected or tested goods fail to conform to the specifications, Purchaser may reject them and the Seller shall either replace the rejected goods or make alterations necessary to meet specification requirements without any additional cost to Purchaser. e. Purchaser's right to inspect, test and where necessary, reject the goods after arrival in Pakistan shall in no way be limited or waived by reasons of the goods having previously been inspected, tested and passed by Purchaser or its representative prior to the goods shipment from the country of origin.
9.	<u>PROJECT SCHEDULE</u> All payments to the Seller shall be released through CMA(DP) on achievement of respective milestones as mentioned below or as negotiated by DP (N): a. 20% Advance payment against ABG. b. 40% payment on completion of following:

	(1) Delivery of equipment along with tools/stores at NSD (2) Successful Joint Inspection Report without any discrepancy. c. 30% payment on training and first field exercise completion and success. d. 10% payment on completion of warranty period.
10.	<u>TECHNICAL ASSISTANCE.</u> The Seller should be responsible for successful Setting-to-Work, commissioning and Test/Trials of the system on sites. Moreover, 02 x operational flights of Target Drone shall be carried out by Seller as and when required by purchaser. The technical assistance by the Seller during warranty period should be without any additional cost to the satisfaction of Purchaser.
11.	<u>CONTINUOUS LOGISTIC SUPPORT</u> a. The Seller should provide guarantee to supply the necessary spares for next five years. A certificate to this should be provided by the Seller prior to acceptance of the system. All the COTS (Commercial off The Shelf) items supplied, as part of the main equipment should preferably be supportable in Pakistan through the respective local authorized dealer after Sales Service Centers for such items. b. The Seller shall ensure the provision of such components/parts as demanded by the Purchaser. c. The Seller should be responsible for replacement of defective components/parts through exchange used in the equipment/ system for next five years without any additional cost during warranty period and subsequently on payment). Moreover, Seller should also furnish the Standard/Repair Costs for all equipment etc used in the system/equipment in the proposal.
12.	<u>REJECTION CRITERIA.</u> The item will be rejected in case it does not fulfill the technical specifications.
13.	<u>TRAINING.</u> The Seller shall provide following training without any additional cost to Purchaser's nominated personnel prior handing over the system: a. Operators/ Maintainer Training Operator maintenance/ training shall enable operators/maintainers to use equipment along with all the items to its optimum capabilities. Operator training to be provided for at least 3 x operators for 5 x days at Purchaser premises and Level-I, II, III & IV maintainer training for 3 x maintainers for 5 x days at Purchaser premises without any cost.

	b. Relevant operational documents / training material are to be provided to Purchaser for self-study by trainees prior commencement of formal training.
14.	<u>MAINTENANCE FACILITIES.</u> The Seller will provide the following to the Purchaser along with the technical offer: a. Enumeration of maintenance frequency and repair philosophy. b. Facility required at each level including test/ tools etc along with cost of each item.
15.	<u>DOCUMENTATION.</u> The Seller shall provide system documents as under: a. Technical documentation of all equipment and its associated accessories. b. Operator/ User Manual (including Check of Lists, SOPs, Emergency Procedures etc). c. Technical Manual. d. Keep alive policy.
16.	<u>SPARES (Where applicable).</u> The list of spares, package shall be based on OEM, experience /practice. The Seller shall provide 01 year spares and 03 years depot spares as and when required by the Purchaser on payment.
17.	<u>PROVISION TO BUY ADDITIONAL SYTEMS.</u> The Purchaser may order additional accessories within one year of successful trials of the initially procured items under this contract. The price for the later system shall be same or less than the price of the system initially procured under this contract.
18.	<u>OBSOLESCENCE CLAUSE.</u> Following obsolescence clauses will also be included in the contract as part of continuous logistic support: a. In case of equipment becoming obsolete/ obsolescent and the inability of the Seller/ OEM to provide spares support of equipment and repair of components/ sub-systems, the Seller undertakes to provide technical drawings and details of manufacturing processes to the Purchaser, free of charge, to enable the latter to become self-sufficient, should the Purchaser choose to do so. b. In case of equipment becoming obsolete the Seller will replace the equipment with modified/ substitute during warranty period. Moreover, Seller to provide updated/ substitute/ modified equipment list (on case to case basis).

19.	<u>WARRANTY</u> a. Warranty period shall commence from the date of commissioning of the system and issuance of Final Acceptance Certificate (whichever later). Minimum warranty period of the IT equipment shall be one year. The warranty of all items except defective/non-operational shall commence on the date of commissioning, whereas warranty of defective/non-operational equipment (at the time of commissioning) shall commence after defect rectification/operationalization of equipment. b. The stores and all its associated accessories should be warranted against DPL-15 by the Seller for a period of 01 year, for all defects in hardware from the date of final acceptance by Purchaser. Software provided with the systems should also have warranty for a minimum period of 05 years for any bugs found in operations. The Seller shall provide/incorporate all software updates in this period. c. The Seller should provide guarantee that the article supplied are of latest version and all modifications/up gradation have been incorporated in the equipment being supplied. d. The Seller should provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture should also be in accordance with the latest appropriate standard specifications. e. The Seller shall provide guarantee for through life supportability of the equipment and software for at least 5 years after acceptance of the entire system.
20.	<u>INTEGRITY PACT.</u> This contract being security sensitive in nature is required to be supported by integrity pact as per format at APPENDIX -I To Annex 'B' which is to be signed by Seller and Purchaser at the signing of contract.
21.	<u>REQUIRED STANDARDS.</u> The Seller shall provide quality certificates and must fulfill the following required standards: a. Should be capable to operate in a theatre of high temperature and able to withstand high degree and temperature as well as extreme weather conditions. b. Should be robust enough to withstand heavy shocks while operating in the field.
22.	<u>RISK & EXPENSE.</u> In the event of failure on the part of Seller to comply with the contractual obligations, the contract will be cancelled at the risk an expenses limited to the amount of the contract.

	<u>RISK & EXPENSE</u> a. In the event of breach of the contract on the part of the supplier to comply with the contractual obligations related to delivery of stores (excluding the late delivery), the contract is liable to be cancelled at the risk and expense of the supplier. b. The Purchaser shall be entitled to receive back all advance payments made by him and will have the right to re-purchase the stores of similar or equivalent specifications from elsewhere. In such a case, the price difference (if any over and above the Net LC value of this contract) will be paid by supplier as Risk Purchase amount.
23.	<u>DISCREPANCY.</u> The consignee will render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the Seller without any additional cost within 30 days.
24.	<u>PENALTY</u> a. The Seller before making the shipment will carry out complete test of the equipment at its facilities to ensure that the same has been manufactured as per specifications. In case the equipment does not pass the test/trials, the Purchaser has the right to out rightly reject the equipment or impose penalty at the rate of 2-5 % of the value of the relevant equipment/ items. b. The Seller shall certify that supplied equipment is free from any kind of software/ hardware backdoor and explosive. Screening of delivered equipment shall be undertaken by Purchaser at its premises in order to identify any software/ hardware backdoor and explosive. In case software/ hardware backdoor and explosive is detected in-supplied item, Purchaser has the right to impose penalty on Seller at the rate of 10% of the value of the relevant equipment/ items. c. The penalty shall not absolve the Seller to undertake the repairs in Pakistan or on board at his cost and expense including freight charges. This shall be in addition to the penalties and obligations covered in the contract like warrant/ guarantee obligations on Form DPL-15.
25.	<u>BUY BACK.</u> The Seller may buy back the spares parts supplied as part of the contract at the selling price subject to the condition that their shelf life is not expired, items are neither damaged nor repaired and items are genuinely surplus to the requirement.
26.	<u>PERFORMANCE BANK GUARANTEE.</u> To ensure timely and correct supply of stores, the Seller shall furnish an unconditional performance Bank Guarantee in favour of CMA(DP), Rawalpindi within 30 days of signing of the contract from a scheduled bank for an amount equal to 5% of the total Contract value (on a Judicial Stamp Paper) of appropriate value as per prescribed format. This PBG shall remain valid till 60 days beyond completion of warranty period of supplied systems.
27.	<u>PACKING</u> a. Packing of stores should be of international quality standards to be worthy of air, sea, rail and road transportation. b. Packing is to be marked as under: FRONT SITE: Name and address of consignee

TOP: CONTRACT NO _____ DATE _____

Gross Weight _____

Dimensions Yellow dick 4" or 6" in diameter, according to the size of the packing

c. For fragile stores word "FRAGILE" shall be marked in bold letters on all sides of the consignment/package.

d. Any loss or damage occurring due to wrong marking or packing shall be borne by the OEM. All stores shall be marked with a broad arrow pointing upwards, by stamping, painting or tallying. Each individual item of stores must bear the Part No. to facilitate identification.

e. Depot storage requirement/detail to be specified.

f. Detailed environmental effects/requirements to be specified.

g. Stacking details/limit in depot to be specified.

28. **PRICE VARIATION.** Price offered will be firm and final.

29. **ARBITRATION**

Parties shall make their attempt that all disputes arising under this contract shall be settled 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, through written notice to the other party, refer the dispute(s) for arbitration as provided below:

a. The dispute shall be referred to Secy (DP) for his decisions.

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

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

d. In the course of arbitration, the contract shall 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.

30. **LIQUIDATED DAMAGES**

Liquidated damages, if imposed, will be recovered upto maximum of 2% but not less than 1% (depending on the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value excluding taxes/duties, freight, KPT, insurance charges of the stores/ delivered/ completed late.

31. **FORCE MAJEURE**

a. The Supplier shall 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, Pandemic, Lockouts, Act of Foreign/ Local Government and its agencies and disturbance directly affecting the Supplier over which events or circumstances the Supplier has no control. In such an event the Supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the manufacture of stores or of export permit for the contracted stores from the country of its origin, shall not constitute Force Majeure.

b. The Supplier shall use his best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances are removed/over.

c. If by reason of Force Majeure full or part of any consignment is not delivered by the due date then the Purchaser may adopt following options with the prior approval of competent authority with or without notifying the Supplier.

d. The delivery period may be extended appropriately for the Force Majeure duration as established.

e. In case of indefinite duration of Force Majeure where the Purchaser is satisfied that contract is not likely to materialize may cancel the contract in consultation with NHQs without financial implications and contractual obligations of either side.

f. In case advance/down payment(s) has been made to the Supplier then recovery of such amount must be ensured by the Purchaser either through en-cashment of BG(s) or reimbursement by the Supplier before cancellation of the contract.

32. **SECRECY**

a. The Seller's undertakes along with the local Seller/agent that any information about the sale/purchase of store under this contract shall not be communicated to any person other than the manufacturers of store who too shall maintain strict secrecy and under no circumstances any information shall be given to any person or agency not authorized by the NHQ to receive it. In case, the breach of this secrecy/undertaking shall be punishable under the Pakistan Official Secrets Act 1923 as modified up to date in addition to termination of the Contract at the risk and expense of the OEM.

b. The Seller shall NOT RETAIN ANY COPY OF THE FINAL DRAWINGS OR ANY RELATED DOCUMENT OF ANY KIND. All documents, drawings and soft copies shall be handed over to the Purchaser immediately on completion of the scope and at final conclusion of the contract.

c. The Seller shall not employ any person with a criminal record and/or anti state/anti Defense leanings which could challenge the security of the Purchaser's premises may it be security of information personal or the project itself. The Seller shall provide the details of the individuals to the Purchaser for security clearance of the individuals who would be working within the premises of the Purchaser or would visit for the installation and configuration of services and infrastructure.

d. Certificate for compliance of secrecy shall be submitted by Seller to the Purchaser before the release of FAC as per format as under:-

CERTIFICATE FOR COMPLIANCE OF SECRECY

I, _____ S/O _____, CNIC No. _____ Director M/s ----- hereby certify that while working for equipment installation in the establishment, no information of any kind related to technical/administrative aspect of the said project and Pakistan Navy has been shared with any individual / state. I further certify that all technical drawings/related documents have been handed over to

NHQ on _____ as per receipt attached. I further certify that any wrong information of any kind quoted by undersigned shall be subject to Law of Treason against Islamic Republic of Pakistan.

33. TERMINATION OF CONTRACT

a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason what over (other than for reasons of non-delivery he shall have right to do so by given the Seller 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 Seller 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 Seller for the articles or sub-components or raw materials purchased by the Seller 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 Seller 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 Seller 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 Seller.

34. CERTIFICATE OF CONFORMANCE BY OEM

a. Supplier shall provide correct and valid e-mail and Fax No. to CINS and DP (Navy). Seller/contracting supplier shall either provide OEM Conformance Certificate to CINA/ CINS or is to be e-mailed to CINA/ CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINA/ CINS shall approach to OEM for verification of Conformance Certificate issued by the OEM. Companies/ suppliers rendering false OEM Conformance Certificate will black listed.

b. OEM's COC must have following information:

- (1) Description of Store alongwith Quantity.
- (2) Part/Pattern No of Store.
- (3) Manufacturer Identification (Name Address ad Contact No).
- (4) Date/period of Manufacturing.
- (5) List of Nos. (Serial, Batch or Lot) as endorsed / engraved on the stores (as applicable).
- (6) Details of Test Reports (FATs / OEM Lab Test Report) alongwith 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.

35. **MISCELLANEOUS**

a. Conformance/ performance/ calibration certificates etc (where applicable) of reputed Certification Authorities relevant to proposed item may be identified and should be made part of Annex A to ensure quality of product. Seller/ OEM is to mention such certification in the technical proposal for technical scrutiny/ evaluation.

b. The Seller is to provide the copies of the standards/ specifications referred to or used for equipment and its accessories.

c. The Seller is to provide list of all customized components in his offer.

	d. The Seller is to provide breakdown of all associated items i.e. spares, customized components, training etc. e. The Seller is to provide future updates/ modification on the contracted stores. f. The Seller is to provide spares parts catalogue with prices.
36.	<u>TECHNICAL SCRUTINY (TSR) COMMITTEE.</u> Technical scrutiny of quotations forwarded by the Seller shall be carried out by a committee nominated by NHQs. The TSR committee may ask the Seller's to demonstrate their equipment or give a presentation for clarification. TSR committee may also visit the OEM premises at the invitation/expense of the Seller to evaluate the manufacturing/system's capabilities of the OEM.
37.	<u>END USER.</u> Headquarter COMPAK Command (ATS).
38.	<u>DISTRIBUTION OF CONTRACT COPIES.</u> The copy of contract may be distributed among under mentioned Authorities/ Unit for official use: a. Dte of Budget (NHQ) Islamabad b. DCM (NHQ) Islamabad c. DNDP Tech (NHQ) Islamabad d. DNO (NHQ) Islamabad e. HQs COMPAK Karachi f. CINS, Karachi g. CO NSD Karachi h. CO EHQ (N) at NSSD Karachi j. CMA (DP) Rawalpindi k. AFA (Navy) l. Seller
39.	<u>POINT OF CONTACT.</u> DDNO-IV

Naval Headquarters

ISLAMABAD

051-20062262

40. **LIST OF DELIVERABLES** List of deliverables including but not limited to be proposed for finalization:

- a. 5 x Main System (Aerial Target Drone)
- b. 1x Ground Control Station
- c. 1 x Launcher
- d. Spare batteries/ Accessories
- e. Spares as initial spare package
- f. Consumable material(if any) along with shelf life
- g. Standard Road Worthy Transportation Boxes/ Preservation Containers
- h. Documentation

41. **SYSTEM SOFTWARE** The system software shall:

- a. Be user friendly and customizable as per Purchaser requirements.
- b. Be fully supportable in case of an upgrade in hardware is required.
- c. Be certified to be of latest version. Any up-grade in the software shall be provided without any additional cost during the warranty period for a period of at least 05 x years.

42. **EXPORT LICENSE/ PERMITS/ EUCs (IF APPLICABLE)**

- a. If required, the OEM shall be responsible to apply in the correct form and in due time for all applicable permits and export licenses etc. outside Pakistan from the related government(s), for the contracted stores and supplies.
- b. Upon signature of the Contract but before CED, the OEM shall apply for any necessary export licences or other government approvals outside Pakistan in relation to any Supplies to be provided by the Seller to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where Supplies originate.
- c. End User Certificate if required by the OEM for export of stores to Pakistan shall be provided on written request of OEM. The request, if required shall be made at the time of signing of contract along with specimen of EUC.

43.	<u>DUTIES/TAXES AND OTHER CHARGES.</u> The prices given in the schedule of stores are inclusive of all kinds of duties, fees and taxes etc.
44.	<u>SECURE EXCHANGE OF CORRESPONDENCE.</u> All correspondence pertaining to contract between Seller and Purchaser shall be on secured media.
45.	<u>INTELLECTUAL PROPERTY RIGHTS.</u> Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in the OEM. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.
46.	<u>OWNERSHIP OF CONTRACT</u> a. In the event of a change of ownership of OEM, the OEM shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that: b. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and c. The OEM under new ownership shall continue to be bound by the Terms and Conditions of this Contract.
47.	<u>NO LICENSE.</u> All Confidential Information shared under this Agreement shall remain the exclusive property of the Purchaser, and the OEM shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information to the OEM.
48.	<u>ASSIGNMENT AND SUBCONTRACTING</u> a. Neither Party shall assign any of its rights or obligations (in whole or in part) under the Contract without the prior written consent of the other Party, which shall not be unreasonably withheld. b. The OEM shall not subcontract any part of the Contract without the written consent of the Purchaser, which shall not be unreasonably withheld.
49.	<u>COMPENSATION ON BREACH OF CONTRACT.</u> If the OEM fails to supply of contracted stores or contract is cancelled either on Risk and Expense (RE) or without RE or contract become ineffective due to default of OEM or stores / equipment declared defective and caused loss to the Government, OEM shall

	be liable to pay to the Government compensation for loss or inconvenience resulting for his default or from the rescission of his contract when such default or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by OEM in Government treasury in the currency of contract.
50.	<u>INDEMNITY.</u> In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of sub- contractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of OEM or his sub-contractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.
51.	<u>BIDDING PROCEDURE.</u> This tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure.
52.	<u>PURCHASER'S RIGHT.</u> The Purchaser has the right to change the quantity of system after commercial opening but before contract signing depending upon the availability of funds. The Purchaser's decision shall not be contested by the OEM.
53.	<u>NON DISCLOSURE AGREEMENT</u> a. Any information about the sale/ purchase/ services/ drawings/ infrastructure etc of the project under the contract shall not be communicated to any person, other than the manufacturer/ provider of the stores/ drawings/ machinery/ equipment/ tools etc or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account shall be punished under the Official Secrets Act 1923. b. Promotional rights for publication of the projects are the sole responsibility of the Purchaser, and any use by the consultant shall be subject, in all instances, to the Purchaser's prior written approval.
54.	<u>AMENDMENT IN CONTRACT.</u> Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and OEM and formally issued through amendment in the contract/corrigendum.
55.	<u>AMENDMENT IN QUANTITY OF STORES</u> Purchaser has the right to increase/decrease the Quantity of stores after opening of commercial offer, depending upon availability of funds. Purchaser decision shall not be challenged by the bidder.

1. Signature of Witness _____

Name (in block capital) _____

CNIC No. _____

Seal & Date

(Please attach photocopy)

Address _____

2. Signature of Witness _____

Name (in block capital) _____

CNIC No. _____

Seal & Date

(Please attach photocopy)

Address _____

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

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

4. Designation in Firm :

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

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

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