

Tender Covering Form

Directorate of Procurement (Navy)
Through Bahira Gate, Near SNIDS Centre,
Naval Residential Complex E-8
ISLAMABAD

Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309
Email: dpn@paknavy.gov.pk
adpn31pre@paknavy.gov.pk

P- 31/PRE Section (Contact: 0519262304, 05120062059, Email: adpn31pre@paknavy.gov.pk)

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

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

Sealed Envelop 1 – Technical Offer in Duplicate

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

S No	Document	Original Set	Copy Set
1.	Bank Challan		
2.	Principal Authorization Letter (where applicable)		
3.	Principal Invoice (Muted-without Price) (where applicable)		
4.	DP -1 Form of IT (with compliance remarks)		
5.	DP – 2 Form of IT with compliance remarks against each clause.		
6.	Technical Offer / Specs		
7.	Annexes of IT		
8.	DP-3 form of IT (dully filled & signed)		
9.	DGDP Registration Letter (If firm is registered with DGDP)		
10.	Income tax Filling Proof.		
11.	Sales Tax registration Proof.		
12.	CEO Name & CNIC No.		
13.	Imported with OEM CoC (Certificate of Conformance) compatible to preferred makes given in of Annex A. (Name & Country of OEM to be clearly mentioned).		
14.	Country of Origin (Must be mentioned).		
15.	Affidavit / Undertaking of Provisional registration on judicial stamp paper of value Rs.100 (In case of un registered firm with DGDP).		

Sealed Envelop 2 – Earnest Money: This Envelop must contain Earnest Money only.

Sealed Envelop 3 – Commercial Offer: This Envelop must contain following documents:

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

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

Firm's Authorized Signatures _____

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

Through Bahira Gate
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ISLAMABAD

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M/s _____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2024) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 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 IT (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 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 sealed envelope "**Commercial Offer**", tender number and date of opening. Taxes, duties, freight/transportation, insurance charges FATs, local training Foreign training, installation commissioning, services Taxes are to be indicated separately. Total price of the items quoted against the tender is to be clearly mentioned. **In case of more than one option offered by the firm**, DP(N) reserves the right to accept lowest technically accepted option if more than one options were accepted in Technical Scrutiny Report.

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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 of NC i.e. Refer to page or brochure	In case of non availability of enclosed proof from brochure/ Literature, quote/ attach additional documents/ data/undertaking as proof of compliance

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)

(Firms must clearly identify where their offer does not meet or deviates from IT Specs)

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

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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

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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 Bahira Gate

Near SNIDS Centre,

Naval Residential Complex E-8

ISLAMABAD

Contact: Reception: 051-9262306

Bahria Gate: 0331-5540649

Section: 051-9262309

Email: dpn@paknavy.gov.pk

adpn31pre@paknavy.gov.pk

5. **Date and Time For Receipt of Tender.** Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. **Tenders received after the appointed/ fixed time will NOT be entertained.** The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9262306 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 & 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 Commercial/ Financial Proposal** or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.

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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.

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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

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

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

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

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

b. It is a standard practice to invite all firm(s) including those un-registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indenters. 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.

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

13. **Treasury Challan.**

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

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

14. **EARNEST MONEY/TENDER BOND:-** PLEASE ENSURE EARNEST MONEY IS CONTAINED IN A SEPARATE ENVELOP (NOT INSIDE TECHNICAL OR COMMERCIAL OFFER). OFFER IS LIABLE TO BE REJECTED IN CASE EARNEST MONEY IS PACKED INSIDE COMMERCIAL OR 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 Money.** Earnest Money/Bid Security furnished with tender is strictly in conformity of tender/IT conditions (Clause

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

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

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

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

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

c. **Return of Earnest Money**

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

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

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

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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 sheet
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

16. **Inspection Authority.** CINS, Joint Inspection will be carried out by INS, Consignee & Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2024) or as per terms of the contract.

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17. **Condition of Stores.** Brand new stores will be accepted on Firm's 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. 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.

b. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax/duty.

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

(iv) Agent commission/profit, if any.

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

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

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a. 1st rejection on Govt. expense

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b. 2nd rejection on supplier expense

c. 3rd rejection contract cancellation will be processed on RE basis.

20. **Security Deposit/Bank Guarantee .** To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling 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 after signing of contract by both parties 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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21. **Integrity Pact.** There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour

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or otherwise. Following provisions must be clearly read & understood for strict compliance:

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

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

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

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

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

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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. **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

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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.

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

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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

28. **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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29. **Liquidated Damages (LD).** Liquidated Damages upto 2% per month are liable to be imposed on the suppliers by the purchaser in accordance with DP-35, if the stores supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.

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30. **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 DP-35.

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31. **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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32. **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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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 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.

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

c. Should the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves

the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.

34. **Rights Reserved.** Directorate of Procurement (Navy), Rawalpindi reserves full rights to accept or reject any or all offers including the lowest. Grounds for such rejections may be communicated to the bidder upon written request, but justification for grounds is not required as per PPRA Rule 33 (1). Understood
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35. **Application of Official Secrets Act, 1923.** All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information. Understood
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36. **Acknowledgment.** Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. WWW.PPRA.ORG.PK Understood
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37. **Disqualification.** Offers are liable to be rejected if:-
- 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. Understood
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 - 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 Para17
 - f. Treasury challan is NOT attached with the technical offer.
 - g. Multiple rates are quoted against one item.
 - h. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
 - i. Subject to restriction of export license.
 - k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.
 - l. If the authorization letter/agency/dealership distribution agreement is not attached or if the validity of the same is expired.
 - m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
 - n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
 - p. Earnest money is not provided.
 - q. Earnest Money is not provided with the technical offer (or as specified).
 - r. If validity of offer is not quoted as required in IT or made subject to confirmation later.
 - s. Offer made through Fax/E-mail/Cable/Telex.
 - t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
 - u. If OEM and principal name and complete address is not mentioned.
 - v. Original Principal Invoice is not attached with offer.
38. **Appeals by Supplier/Firm.** Any aggrieved Supplier/Firm against the decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC) Understood
agreed ☐ Understood
not agreed ☐

comprising PN Officers and military finance rep at Naval headquarters, Islamabad.
The detail and timeline for preferring appeals is given below:

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

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

Understood
agreed

Understood
not agreed

☐
☐

40 **Secrecy/ Non Disclosure Agreement (NDA).** The Supplier shall undertake as per attached Annex C that any information about the sale/purchase Of stores under this contract shall not be communicated to any person other than the manufacturer of the stores, or to any press or Agency not authorized by DP(N) To receive it. Any breach of it shall be punishable under the Official Secrets Act, 1923 in addition to termination of the contract at the risk of the supplier.

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

☐
☐

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

- ab. Memorandum of Articles
- ac. Form 29 and Form A
- ad. Incorporation Certificate

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

Understood
agreed

☐

Understood
not agreed

☐

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

Understood
agreed

☐

Understood
not agreed

☐

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

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRM'S NAME: M/s _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOR/DDP Karachi free of cost every article or part thereof use or in use shall be found defective or not within the limits and tolerance of specifications requirement or in any way not in accordance with the terms of the contract.

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we shall refund the relevant cost CIP Basis (As the case may be in currency in with received).

3. This warranty shall remain valid for **02 Years** for all defects in hardware after the acceptance of stores by the end user

Signature: _____

Date: _____

Place: _____

NOTE 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.

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

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

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

Sir,

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

(Full Name and Address)

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

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

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

- b. To keep this Guarantee in force till _____.

c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the original/extended delivery period or the warranty 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.

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

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1. Schedule to Tender No. **2690054/B-2609/310140** dated **19-08-2026**. This tender will be closed for Acceptance at **1030** Hours and will be opened at **1100** Hours on. **22-10-2026** Please drop tender in the Tender Box No **201**.
2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.
3. you are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE ON CIP BASIS	TOTAL PRICE ON CIP BASIS
1.	<u>V/UHF COMMUNICATION EQUIPMENT</u> <u>Detailed:</u> <u>Technical Specification Special</u> <u>Instructions:</u> As per Annex A. <u>General Requirement/Instructions:</u> As per Annex B.	Various		

Terms & Conditions

1. **Terms of Payment.** As per Annex B (Para – 22).
2. **Origin of OEM.** **(Must be filled)**
Imported with OEM CoC (Certificate of Conformance) compatible to preferred makes given in **of Annex A.** (Name & Country of OEM to be clearly mentioned).
3. **Origin of Stores..** **(Must be filled)**
Imported (Actual country (place) of manufacturer to be indicated).
4. **Technical Scrutiny Report.** Required
5. **Delivery Period.** within **10** Months
6. **Currency.** Euro
7. **Basis for acceptance.** CIP Basis

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

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

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

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

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

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

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

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

b. **Return of Earnest Money**

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

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

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

11. **Special Note.**

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

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

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

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

d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on

Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.

e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be **REJECTED**.

f. Company registration certificates are to be attached with offer.

g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the 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.

j. DP-2 Form shall also be submitted with Technical Offer without mentioning of prices. Moreover, compliance or otherwise against each para/requirement of Annex A & B duly signed & stamped by firm authorized rep is to provide for technical scrutiny.

k. Price preference is admissible to local manufacturers over foreign vendors as per PPRA Rule 24 and Govt. of Pakistan (Ministry of Commerce) SRO 827 (I)/2001.

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

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

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

S No	TECHNICAL SPECIFICATION OF V/ UHF COMMUNICATION EQUIPMENT	Firm's Reply (Complied Partially Complied/
1.	N/A	
2.	<u>FUNCTIONAL REQUIREMENTS</u> a. An advance radio communication system, which complies with the latest requirements of maritime communication and conforming to the functional requirements as mentioned below: (1) The radio is to have Automatic Radio Control (ARC) System function, which is to include Auto Channel Selection (ACS). (2) Communication systems should have provision for EMCON. (3) Provision of TDMA functionality (alongwith software licenses) may be incorporated as per the operational requirement. Provision of voice and data communications facility be considered accordingly. (4) Provision/ option for multi-coupler and RF patch panels. (5) The equipment should be modular in design employing state of the art solid-state technology and digital techniques. (6) The system should be shock proof compliant with MIL-STD-810G. It should also be ruggedized enough to meet shock, vibration and crash hazards. (7) The system should have Built-In-Test (BIT) and auto system VSWR calibration facility. (8) For environmental characteristics system should be compliant with MIL-STD-810G in which it should withstand harmful effects of wind, rain, dust, storm and sand. (9) For EMC, in addition to compliance with MIL-	

✓

STD-461, should be built to minimize conducted & radiated emissions and for minimal susceptibility to radiated & conducted sources.

(10) The equipment should be compliant to MIL-HDBK-454 for safety.

(11) The system should be Simplex and Semi-duplex V/UHF radio.

(12) The system should be able to operate on FEC & ARQ mode.

(13) The system should have a rebroadcast capability through a radio relay V/UHF set on board.

(14) The equipment is to be capable to interface with existing PN communication network including voice, data, cipher machines and ICS.

(15) The equipment should have standard interfaces (RS- 232, RS 422 etc) for integration/interface with other equipment, as required.

(16) System control and operations should be possible from local as well as remote positions.

(17) All major control functions should be programmable.

(18) System hardware should be equipped with Anti Condensation Heaters.

(19) All PCBs should have Conformal Coatings.

(20) The equipment should be salt and fog resistant.

(21) The system should have high overall ARM (Availability, Reliability and Maintainability) criteria having following parameters:

(a) MTBF > 9600 Hours

(b) MTTR < 30 Minutes

(22) The system should have user friendly MMI (Man machine Interface).

(23) The equipment must be TEMPEST proof for Electronic Security. TEMPEST characteristics and installation preferably i.a.w NSTISSAM TEMPEST/ 1-92 or MIL-HDBK 232.

(24) The system should have an advance internal/

external modem to support next generation data link system.

(25) The system should have EPM capability features i.e. frequency hopping (V/ UHF upto 3000 hops per second) built in encryption, communication security and transmission security in V/UHF domain.

(26) The V/UHF system should be capable to provide 2.1 to 5 Mbps bandwidth for handling high data rate.

(27) Supplier will be responsible for handover the V/UHF Tx/ Rx (SDR) to PN on turnkey basis, after the completion of installation, test/ trial, STW & commissioning.

(28) **EMC/ EMI.** Offered equipment shall be compatible with already installed systems in vicinity. Supplier shall be responsible for conduct of detailed EMC/ EMI testing of the installed systems and render EMC/ EMI clearance certificates.

(29) Supplier should provide Software Defined WAN, AI-based Bandwidth optimization and cyber security risk assessment.

3.

NON-FUNCTIONAL REQUIREMENTS

a. The non-functional requirements for the system are mentioned, the equipment (hardware and software) must Non Development Item (NDI).

(1) All communication sets and its accessories being procured should be backward compatible with sets already existing within PN inventory.

(2) Equipment may be preferably based on Open System Architecture (OSA).

(3) The communication sets must have international industry standard data bus.

(4) Provision of list for all third party/ COTs items alongwith details of supplier at the time of delivery.

(5) Provision of Option codes for the complete communication sets and its accessories at the time of delivery of the sets.

(6) Provision of admin rights (hardware/ software/ for configuration of supplied items to interface sets already held in PN inventory.

(7) Provision of relevant documentation for configuration and up gradation of communication sets.

(8) Equipment may operate satisfactory in an

environment of 10 Oversteps (800 Amperes/ meter) and shielding be employed if necessary.

(9) Installation of the equipment/system and associated accessories onboard ships and their subsequent integration with existing systems be undertaken by the Supplier, as required by PN.

(10) Hardware and software should be supportable for at least 10 years from the date of induction of equipment in PN.

(11) Supplier shall provide backups of all system software for 10 years including embedded software of programmable components, critical Cyber security updates, patch management and operating system capability

(12) Supplier shall agree to provide technical information and assistance to PN for integration of any system that PN chooses to integrate at later stage.

(13) Supplier shall provide adequate inventory of general/special purpose test equipment/tools to support I & D level maintenance.

(14) Supplier shall agree to provide spares/components as and when required to repair PCBs/LRUs by PN repair agencies. Supplier shall provide following documents 03 x months prior delivery:

(a) Operator/User manual delineating each designed functionality.

(b) Comprehensive I & D level maintenance manuals including fault diagnosis procedures upto component level.

(c) Illustrated Part Catalogue (IPC) in ELDOC form preferably in IETM format.

(d) Interface control documents including interface protocols/integration details up to the pin level.

(e) Detailed Software manuals including step-by-step flow charts of software execution.

(f) Provision of spares/components tools and test equipment along with complete documentation.

(15) Supplier is to provide requisite information essentially required for evaluation of in built encryption

	module through NTISB/ PN Crypto Evaluation Lab. Acceptance certificate is to be provided along with delivery of equipment.	
4.	<u>ENVIRONMENTAL CONDITIONS</u> a. The system should conform to following environmental conditions: (1) Equipment should be suitable for exposure in an uncontrolled environmental for 08 hours. (2) Equipment should preferably maintain performance when subjected to 100% Relative Humidity. (3) Parts not subjected to testing iaw relevant MIL/ IEC standards (such as COTS) may withstand 95% Relative Humidity. Details of all COTS items should be provided to PN atleast 01 month prior delivery of the equipment. (4) Operating temperature limits of the system: (a) Operating temperature:-20 to 55 degree Celsius (b) Storage temperature:-40 to 70 degree Celsius (c) Relative Humidity: 95% RH (d) Wind speed limitation: Capable to withstand upto 80 Kts of wind gusting upto 140 kts (e) Vibration and shock proof. (f) Dust and water Resistant. (g) Salt and fog resistant. (h) Provision of protective covering for stowage. (7) Equipment which is exposed to weather and other external conditions should be fully hardened.	
5.	<u>06 x V/UHF Tx/ Rx</u> The transceivers are to conform to following technical specifications: a. <u>Technical Specifications:</u>	

Frequency Range	• 30 -512 MHz • VHF 100 – 176 Mhz • UHF 225 - 399.975 Mhz
Impedance	50 Ohm
Channel Spacing	25 KHz
Frequency Resolution	At least 1 Hz
Sensitivity	10dBSINAD@-108dBm for analog FM -118 dBm for digital FM
Noise figure	Less than 14 dB
IF Rejection	Better than 110 dB
Spurious Rejection	Better than 80 dB
Output Power	20-100 W (with atleast 5 equally distributed steps, user selectable via keyboard and knob)
Modes	• AM • FM Voice • TTY • USB • LSB • ISB • ACS • ALE

b. **ANTENNA SYSTEM (V/UHF Transceiver)**

Antenna system should be capable of following:

- (1) Co-location with onboard transmitter/receiver of radar and communication equipment for interference free operation.
- (2) Operation through multi-coupler to enable operation of multiple sets using one or more antennas adaptively. Interfacing with an existing multi-coupler system should also be provisioned.
- (3) VSWR less than 1:1.5 averages.
- (4) Antenna tuning time: Less than 200 ms.
- (5) Omni – directional (azimuth).
- (6) Nominal 50 Ohm impedance.
- (7) At DC 19-31 Volt power handling capacity.
- (8) At AC (For Receiver) 90-264 Volt, for Transceiver 100-240 Volt Power Handling Capacity.
- (8) Operable in Naval environment at sea and In air.

- (9) Corrosion and rust proof in 100 % humidity and extreme dusty environments.

6.

POWER SUPPLY REQUIREMENTS

The equipment should be operatable on following power supplies:

- a. 220V, single/three phase, 50 Hz for shore based installations.
- b. Emergency power supply (24 Volt DC).
- c. Online UPS with the system

7.

CONFORMANCE TO MILITARY STANDARDS

- a. Equipment should be able to comply following MIL-STDs:

S.No	Requirements	Relevant Standards
(1)	Electromagnetic Emission and Susceptibility Compliance	MIL STD 461E/ 464/ Equivalent Standards
(2)	Interoperability and performance	MIL STD 188-141/ Equivalent Standards
(3)	Procedure for conducting shipboard EMI survey	MIL STD 1605 A (SH)/ Equivalent Standards
(4)	Military specific environmental effects	MIL STD 810/ Equivalent Standards
(5)	Humidity	MIL STD 810/ IEC 68-2-30/ Equivalent Standards
(6)	Vibration	MIL STD 167-1/ IEC 68-2-6/ Equivalent Standards
(7)	Mechanical shock mounts/ Shock Proof	MIL-S 901/ 810/ Equivalent Standards
(8)	Electrical Requirement	MIL STD 1399/ Equivalent Standards
(9)	Cooling Requirements	MIL STD 1399/ Equivalent Standards
(10)	Shipboard bonding, grounding and other techniques for EMC/ safety	MIL STD 1310/HDBK 454/ Equivalent Standards
(11)	Requirements for equipment enclosures	MIL STD 108/ MIL-E-24762/ MIL-E2036/ Equivalent Standards

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	<table border="1"> <tr> <td>(12)</td><td>Test procedures EPM mode</td><td>NATO STANAG 4444/ Equivalent Standards</td></tr> <tr> <td>(13)</td><td>TEMPEST Proof</td><td>NSTISSAM/ 1-92 or MIL-HDBK 232/ Equivalent Standards</td></tr> </table>	(12)	Test procedures EPM mode	NATO STANAG 4444/ Equivalent Standards	(13)	TEMPEST Proof	NSTISSAM/ 1-92 or MIL-HDBK 232/ Equivalent Standards	
(12)	Test procedures EPM mode	NATO STANAG 4444/ Equivalent Standards						
(13)	TEMPEST Proof	NSTISSAM/ 1-92 or MIL-HDBK 232/ Equivalent Standards						
	b. The test report should be furnished to confirm that the equipment meets the above listed standards.							
8.	<u>ORIGIN OF SUPPLY AND ACCEPTABLE MAKES</u> a. Origin of supply is to be preferably imported and subject to provision of specified Supplier Country of Origin. b. Supplier has to certify that provided equipment is its own product and is not of any third party equipment.							
9.	<u>Make & Model:</u> The stores/ equipment/ machinery shall be of latest version/ OEM certified and may not be older than 01 year at the time of deliver.							
10.	Scope of Supply attached as Appendix-1 of Annex A.							

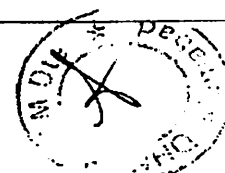
SCOPE OF SUPPLY

S No	Items	Qty
1.	V/ UHF Tx/ Rx SDR (M3SR)	06
	a. 06 x V/ UHF Tx/ Rx, DC, SECOS, Power Supply and Multitone (Link) b. 06 x V/UHF Coaxial Dipole antenna c. 6 x Headset (ruggedized) d. 6 x RF Cable N-N;25 m length	As per Req
	Engineering Services including Training and Documentation as per appendix-I to Annex B.	As per Req



**ANNEX B TO
INDENT NO 2690054
DATED 19 Aug 26**

S N o	GENERAL TERMS AND CONDITIONS	Firm's Reply (Complied Partially Complied/ Not Complied)
1.	<u>PROOF OF CONCEPT (POC)</u> Supplier must demonstrate his equipment to purchaser to successfully operate its equipment w.r.t integration with existing equipment onboard nominated platforms and shore units. Certificate to this must be provided with the Technical Proposal to Procuring agency. The supplier must provide a certificate alongwith the technical proposal that PoC has been undertaken in compliance to tender mandatory requirement for this particular requirement. Failure to submit this certificate alongwith technical proposal shall constitute the grounds for technical rejection of submitted proposal.	
2.	<u>MAN MACHINE INTERFACE (MMI)</u> The equipment should be user friendly, MMI configurable by purchaser as per agreed user requirement.	
3.	<u>CONTRACT EFFECTIVE DATE (CED)</u> CED shall be established and notified by the purchaser upon completion of following pre-requisites: a. Contract signing by both parties. b. Endorsement by Military Finance i.e FA(N)	
4.	<u>DELIVERY SCHEDULE</u> a. Stores are to be delivered within 10 months of Contract Effective Date (CED). b. The shipment will be made by the Supplier on CIP basis.	
5.	<u>TECHNICAL ASSISTANCE</u> a. The manufacturer is to provide the services of its qualified engineers and technician for each system to undertake all activities mentioned below till the accomplishment and entire satisfaction of PN. (1) Installation of the communication equipment's along with all accessories/ancillaries	



	(2) Integration and interfacing of the equipment with existing PN communication equipment. (3) Supplier will be responsible for installation, Set-to-Work (STW), Post Installation Tests/Trials HATs and Site Acceptance Trials (SATs) etc, at location finalized by purchaser. (4) The supplier is also to provide copy of all international/ military standards being used alongwith technical specification in addition to acceptance criteria at least Three months in advance.	
6.	<u>ACCEPTANCE CRITERIA</u> a. The supplier is to provide Factory Acceptance Trials (FATs), Set-to-Work (STW) and Site Acceptance Trials (SATs) procedures (in English) three months in advance before delivery of equipment by OEM for study and vetting by PN. The final acceptance procedures will be made by PN, taking into consideration the trial procedures recommended by the supplier, system specifications provided by the supplier and PN experience in operating/maintaining communication equipment. b. Supplier will carry out Factory Acceptance Trials (FATs) at its premises with PN participation and provide conformance certificate to purchasers. c. The supplier shall make inspection and controls under the same conditions as laid down in Acceptance criteria/ User requirement defined by PN and as mutually agreed between user and supplier. d. After installation, STW of the supplied equipment, the supplier will carry out all acceptance and tests/trials in presence of Purchaser/ PN to prove that communication equipment is performing as per criteria prepared in light of para 6a above. EM interface to or from onboard equipment/ sensors is to be validated during SATs. Final acceptance certificate will be signed by PN only after successful completion of all acceptance trials and 100% operational performance proven by supplier to the entire satisfaction of Purchaser/ PN as per agreed capabilities. e. Quality certification upon successful completion of STW is to be provided by the supplier. f. Damage to material/ items supplied due to inadequate packing will be made good by the supplier. g. For COTs hardware, requisite documentation and maintenance support should be provided by the supplier.	

	h. Backup of all software programmes (CD/ DVD-ROM) including operating software / firmware license version alongwith requisite procedures to support the system should be provided by the supplier. j. The equipment will not be acceptable in case of the following: (1) Equipment specifications are not as per Annex A. (2) List of Spares/ Consumables required for maintenance/ operation for 01 x year is not provided as per Clause 11 of Annex B. (3) Documentation is not provided as per Appendix-I to Annex B. (4) Training is not conducted as per Clause 9 of Annex B. (5) Certification Requirement are not met as Clause 55 of Annex B. (6) Confirmation of performance and functions is not same as given in the contract and relevant documentation/ manuals. (7) Supplier has not provided the acceptance criteria in accordance with OEM approved procedures and evaluation/recommendations by PN. (8) Unsuccessful completion of installation/ integration/ interfacing/ STW/ commissioning of equipment/ machinery. k. The final acceptance certificate will be signed by PN Inspection authority i.e CINS & End User only after successful completion of all acceptance trials and 100% operational performance proven by the OEM to the entire satisfaction of Buyer/ PN as per agreed capabilities. If any of the claimed operational features of system not proved during trials, trials will be re-conducted after addressing of observations by OEM and trials cost will be borne by the firm/ OEM.	
7.	<u>COMMISSIONING/ TRIALS</u> a. Commissioning and STW of the system/ equipment is to be arranged within 30 days of supply of equipment by the supplier through OEM or their authorized rep(s) at purchaser site. b. Set to Work/ Commissioning trials to be carried	

	out by contractor on site. Any defective/ damage of the equipment during commission trials to be replaced by the supplier without any additional cost. c. Commissioning charges (if any) to be mentioned in the quotation by supplier.										
8.	<u>DOCUMENTATION</u> The firm shall provide two sets of following original documents (in English) for each system: a. Operator manuals, maintenance/ technical manuals, IPCs, in covering comprehensive operating instructions alongwith CDs. b. Maintenance manual and procedures alongwith flow charts and diagrams with circuit diagram with all maintenance routines of the equipment. c. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/spares. List of fast moving items may also be provided. d. Complete onsite, onboard & depot level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams. e. Line diagrams, engineering diagrams and technical diagrams of entire project. f. Illustrated parts catalogues (IPCs). g. provision of softcopy of relevant drawings and documentation. h. Details as per Appendix-1 to Annex-B.										
9.	<u>TRAINING:</u> Following courses are to be conducted by the seller for 10 days. (In case contract is awarded to M/s R&S or M/s ASELSAN, then training is not required (Equipment already in service). However, if contract is awarded to any other OEM training is to be provided by OEM on FOC basis. Same may be finalized during CNC. <table border="1"> <thead> <tr> <th>S.No</th><th>TYPE OF COURSE</th><th>VENUE</th></tr> </thead> <tbody> <tr> <td>(1)</td><td>Operator Course for 15 Personnel</td><td>At Pakistan</td></tr> <tr> <td>(2)</td><td>Maintainer Course upto onboard maintenance level including</td><td>At Pakistan</td></tr> </tbody> </table>	S.No	TYPE OF COURSE	VENUE	(1)	Operator Course for 15 Personnel	At Pakistan	(2)	Maintainer Course upto onboard maintenance level including	At Pakistan	
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(2)	Maintainer Course upto onboard maintenance level including	At Pakistan									

	software/computer based training with respect to interfacing with other systems for 10 Personnel.	
(3)	Maintainer Course for enabling them to carry out routine maintenance of the equipment for 10 Personnel.	Onboard Ships
(4)	Depot Level training and Test Equipment for PN Dockyard Personnel for ¾ Level Maintenance	In Pakistan

b. The maintainer Course should include maintenance training of modules having SMDs & programmable devices. All requirements for training shall be as applicable in the parent Navy. The duration of the courses should be such that the trainees are able to attain the following standards.

(1) On completion of the operator training, the trainees should be able to use the system to its optimum capabilities.

(2) On completion of training, maintainers should be able to diagnose the faults and carry out all maintenance upto PCBs/modules/LRU level (both hardware and software related activities).

(3) On completion of course, maintainers should be able to carry out all routine and depot level maintenance upto Intermediate and Depot Level.

(4) Supplier is to provide complete details of the syllabi for the categories of training stated in para 9 to the buyer within 60 days after contract finalization for vetting and acceptance by PN.

(5) The seller will provide all the training material including course notes/handouts and practical on job training. Complete set of CBTs for operator and maintainer training

10. **CONTINUOUS LOGISTIC SUPPORT**

a. The supplier will guarantee to supply the necessary spares including components, ICs, Application Specific ICs (ASICs) alongwith embedded software and backup for next 15 years from the date of final acceptance of the system by PN. All COTS (Commercial off the Shelf) items supplied as part of main equipment should preferably be supportable in Pakistan through respective local authorized 'After Sales Service Centers'

for such items.

b. The Supplier will be required to have a provision in the same contract for replacement of defective components/parts through exchange and shall provide in the proposal the Standard Replacements Cost for all PCBs, modules, sub-assemblies, LRUs, etc used in the equipment/system for next five years. Furthermore the Supplier will also be required to furnish the Standard Repair Costs for all these PCBs, Modules, Sub-assemblies, LRUs, etc.

c. Supplier/ supplier should indicate any new tools and test equipment required to undertake the maintenance and repair of items/system and spares are to be indicated by supplier/supplier.

d. In case of discontinuation of production of any component/part as result of obsolescence or development of upgraded version, the supplier is to inform the purchaser atleast one (01) year in advance. The supplier will ensure the provision of such components/parts as demanded by the purchaser prior discontinuation of the production and shall also provide alternate for such components/parts in case the original is not available.

11.

SPARES

a. The supplier will provide onboard spares to keep the system functional at its optimum performance for an operational period of one (01) year and depot level spares for three (03) years along with following information for each item and the same is also to be made part of the contract:

- (1) Part Number
- (2) NATO Stock Number.
- (3) Description/Nomenclature.
- (4) Denomination.
- (5) Shelf Life.
- (6) OEM.
- (7) Main Equipment.
- (8) Price.
- (9) Quantity Required.
- (10) Special storage requirement.

b. The composition of the spares package provided as part of the scope of supply should essentially include atleast one of each type of major LRUs and PCBs.

c. The supplier is to provide a part of scope of supply a price catalogue of all the spares required for the system to provide PN a datum for ascertaining/planning future stock requirements. Spares for the system and associated equipment be guaranteed for at least 10

	years after commissioning of the system. Further, the supplier should render Logistic Support Certificate which guarantees through life supportability of spares. d. OEM shall provide spare supportability for the period of 10 years after commissioning/ acceptance of system. In case, system item/ spares are being declared obsolete during above period, OEM/ supplier shall inform PN in advance for stocking of critical spares and propose suitable alternate for spare supportability	
12.	<u>CUSTOMIZED COMPONENTS</u> The Supplier is to provide list of all customized components as well as all programmable components used in the system, to meet the PN maintenance/repair requirements for next 10 years.	
13.	<u>WARRANTY/ GUARANTEE</u> a. Supplier is to guarantee that product is as per specs of the contract. b. Complete equipment including accessories are to be warranted by the supplier for a period of 02 year, for all defects from the date of final acceptance by PN. c. The supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, OEM certified, brand new, not a prototype and is a proven product. Stores, which are not procured directly from OEM or his authorized dealer/ agent will not be acceptable. d. The supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment. e. Post delivery, the supplier will replace Delivered Duty Paid (DDP) at consignee's warehouse without any additional cost within 30 days every article or part thereof which before use or in use shall be found defective/ damaged or not within the limits and tolerances of specifications, or in any way not in accordance with the terms of the contract at the time of Joint Inspection by team as per para 33a of Annex B. f. In case of supplier's failure to replace the defective stores without any additional cost within 30 days he will refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN. g. Warranty of system will be extended for a duration the system was not available to PN due non provisioning of replacement of items against warranty claims. h. Warranty of system software (including sharing of	

	updates/ patches for system performance optimization) for a period of 5 x years by the seller may also be incorporated.	
	j. Any up-gradation/ modification/ repair maintenance done during warranty period in hardware or software is to be incorporated free of cost by the OEM/ supplier	
14.	<u>INTERFACING</u> a. Certificate of compatibility of equipment proposed with existing Cipher Equipment (i.e both voice and data) and data terminal equipment in use within PN. Details of these (if required) can be obtained from Naval Headquarters. b. Certificate that delivered Advance Link MODEM (RM-10 modem capable to be used for V/UHF radios) is Advance Link Compatible and the supplier shall also provide relevant documentation for integration with PN Link System.	
15.	<u>AGENT COMMISSION DECLARATION</u> <u>CERTIFICATION/ INTEGRITY PACT</u> a. The supplier hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) through any corrupt business practice. b. Without limiting the generality of the foregoing, the Supplier represents and warrant that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give the anyone within or outside Pakistan either directly or indirectly thorough any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from the Government of Pakistan, except that which has been expressly declared pursuant hereto. c. The Supplier certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. d. The Supplier accepts full responsibility and strict	

	liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other rights and remedies available to Government of Pakistan under any law, contract or other instrument, be avoidable at the option of Government of Pakistan. e. Supplier/OEM will confirm through OEM certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment. f. Supplier through certificate is to confirm that he will provide import documents at the time of delivery of stores. g. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores. h. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/agent will not be acceptable.	
16.	<u>PACKING AND MARKING</u> a. Standard Export packing worthy for transportation by Air and Sea ensure their undamaged arrival at ultimate destination. Each consignment/ Packages is to contain a "Packing Note" detailing the contents of the consignment/ package. b. The packages are to be marked as under: (1) FRONT SIDE: Name and address of BUYER (2) OTHER SIDE: Contract No & Dated (3) TOP: Gross Weight (4) Dimensions A yellow disc 4" or 6" in diameter According to the size of packing. c. For fragile stores word "FRAGILE" is to be marked in bold letters on all sides of the consignment/ package. d. Any loss or demurrage occurring due to wrong marking or packing will be borne by the supplier. e. All stores will be marked with a broad arrow	

	pointing upward, by stamping, painting or tallying. Each individual item of stores must bear the Part No to facilitate identification.	
17.	<u>CHECKING OF STORES AT CONSIGNEE'S END</u> Packing of all stores will be checked visually at consignee's end in the presence of supplier's representative within fifteen (15) days after arrival of the stores at the consignee's premises. The consignee will inform the supplier in due time about the aircraft/ vessel's date of arrival. If for the reasons of economy, or any other reason, the supplier decides not to nominate his representative for such checking; an advance written notice to this effect will be given by the supplier to the purchaser prior to or immediately on shipment of stores. In such an event the supplier will clearly undertake that the decision of consignee with regard to quantities and description found will be accordingly made up by supplier. In all other cases the consignee shall inform the supplier immediately on receipt of stores through registered mail or fax. If no response from the supplier is received within fifteen (15) days from receipt of letter the consignee will have the right to proceed with the checking without supplier's representative. Consignee's report on checking of stores will be binding on the supplier in such cases.	
18.	<u>LONG TERM SECURITY GUARANTEE</u> The supplier should ensure complete confidentiality regarding supply of equipment to PN and knowledge about PN systems.	
19.	<u>BUY BACK OF SPARE PARTS</u> The supplier will buy back the spare parts supplied as part of this contract at the selling price, which are no longer required as indicated by the Purchaser, within 05 years from the final acceptance of the equipment/system.	
20.	<u>PROVISION TO BUY ADDITIONAL SYSTEMS:</u> Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the equipment at the cost by calculating inflation rate/appreciation or depreciation rate announced by Government of Supplier's country. The Supplier may however sell stores at a lower cost	
21.	<u>CUSTOMER BASE</u> a. The seller is to provide alongwith the offer a list of main customers to whom such range of equipment was sold/supplied during last ten years. b. The supplier shall furnish alongwith the offer a certificate of satisfaction from at least one of the reputable customers. The certificate should clearly indicate the in-service quality of equipment against the specifications.	

22.	<u>PAYMENT TERMS</u> Following general payment terms are applicable; however, same shall be finalized during contract negotiations: a. 50% payment on completion of following: (1). Delivery of stores at purchaser's nominated site. (2). Successful joint inspection report without any discrepancy. (3) Provision of relevant Documents. b. 20% payment on successful completion of installation/ integration/ interfacing/ STW/ commissioning of equipment at purchaser site complying all specifications/ acceptance criteria and issuance of acceptance certificate by purchaser. c. 20% payment on completion of following: (1) Satisfactory conduct of operator and maintainer training. (2) Issuance of CRV by Consignee. d. 10% payment on successful completion of Warranty Period.	
23.	<u>PRICE VARIATION</u> Prices in the schedule of stores of this contract are firm and final. The stores must be of brand new manufacture.	
24.	<u>OBSOLESCENCE</u> Following obsolescence clauses will also be included in the contract as part of continuous logistic support: a. The Supplier should provide guarantee to supply the necessary spares for next 15 (Ten) years from the date of signing the contract. A certificate to this effect should be provided by the Supplier prior to acceptance of the system. b. In case of manufactured equipment becoming obsolete and is not manufactured anymore, and no replacement is offered, by Supplier after 10 years, whereas user still wishes to continue using the same equipment. In such case Supplier would provide technical drawings at free of costs of essential items manufactured at Supplier which would facilitate user to arrange its development through user's in-country resources. Apart from provision of technical drawing,	

	Supplier would not be responsible for such in-country development by user. c. In case of discontinuation of production of any component/ part as result of obsolescence or development of upgraded version, the Supplier should inform the buyer at least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the buyer prior discontinuation of the production and shall provide alternate for such components/parts in case the original is not available. The Supplier shall ensure the spare supportability during warranty period in terms of DPL-15 and after warranty. For efficient spare supportability the Supplier shall provide the spares from its stock (preferably held in Pakistan at Karachi or Islamabad). d. If Supplier manufactured Radio Equipment declared obsolete by Supplier, and Supplier does supply an equivalent replacement within 15 years from the final date of acceptance, supplier will provide the new equipment at a same price as of the original equipment. e. In case any component of the Supplier radio becomes obsolete or out of production, Supplier is to give one year advance notice and would be bound to suggest an alternate solution.	
25.	<u>LIQUIDATED DAMAGES</u> Liquidated Damages upto 2% per month or a part of month are liable to be imposed on the suppliers by the purchaser in accordance with DPP&I-35, if the stores/ services supplied after the expiry of the delivery date without any valid reasons. Total value of LD shall not exceed 10% of the contract value.	
26.	<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 bidders.	
27.	<u>RISK PURCHASE</u> In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense of the supplier in accordance with DPP&I-35.	
28.	<u>KPT/ PORT/ WHARFAGE/ ALLIED CHARGES</u> All port & dock charges will be paid at actual (if applicable) by supply officer PN Embarkation Headquarters & PDD at NSSD West Wharf Road Karachi on submission of their bill duly verified by Commanding Officer PN EHQ & PDD in Pak Currency.	
29.	<u>LIABILITY</u> a. The supplier shall not be liable under any circumstances to the buyer, its officers, agent, employees, successors and/or assignees, for any special, consequential and/or incidental damage of	

	whatsoever kind or nature, including, without limitation, any loss, cost, damage, loss of revenue or profit or loss of use., incurred or suffered by the buyer or any third party arising out of or in connection with this Contract. b. The foregoing shall not affect buyer's right to claim compensation against the supplier for damages suffered by the Buyer arising directly from the performance, bad performance or non-performance of the supplier's duties and/or obligations under the Contract, provided however that the aggregate liability of the supplier in connection with this Contract for any cause whatsoever including indemnity and risk purchase, shall not exceed ten percent (10%) of the total price actually paid to the supplier under this Contract.	
30.	<u>ARBITRATION</u> Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below: a. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws. b. The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine. c. The arbitration award shall be firm and final and binding on both the parties to the contract. d. In case 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.	
31.	<u>FORCE MAJEURE</u> 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, riots, civil commotion, strike, lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the Supplier	

	and events or circumstances on which 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 export of the contracted store from the country of its origin shall not constitute force majeure. a. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance from the start to force majeure event. b. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by Supplier. Where the delay was due to genuine force majeure event it shall extend the delivery for a period equal to the period in which such force majeure remains operative. c. Such extension in delivery period, due to force majeure, shall not entitle the Supplier to claim any extra cost from the Purchaser.	
32.	<u>PERFORMANCE BANK GAURANTEE</u> "To replace stores as per DPL-15, the firm will furnish an irrevocable and un conditional BG within 30 days of Contract Effective Date from a schedule Bank for an amount equal to 10% of the total value of the contract (on judicial stamp paper) of appropriate value as per prescribed format. It shall remain valid till 60 days beyond the expiry of the warranty period".	
33.	<u>INSPECTION</u> a. (1) Inspection Authority: CINS Karachi (2) However, Joint inspection will be carried out by officers nominated by Director Radio Communication comprising technical reps of user, consignee and CINS. (3) Place of inspection: At NSD	
34.	<u>END USER</u> Directorate of Radio Comm NHQ is sponsoring Dte and Project Implementation Directorate is the End User.	
35.	<u>PENALTY</u> a. The supplier before making the shipment will carry out complete test of the equipment at his facilities to ensure that the same has been manufactured as per the specifications. However, the buyer within 30 days of its receipt will carry out inspection and test/trials. In case the equipment/machinery does not pass the test/trials, the buyer has the right to out rightly reject the equipment or	

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	impose penalty at the rate of 10-15 % of the value of the relevant equipment/items. b. The penalty shall not absolve the supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to other penalties and obligations covered in the contract like warranty/guarantee obligations on form DPL-15.	
36.	<u>DISCREPANCY</u> The consignee shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short/deficient/defective are to be made good by the Supplier free of cost.	
37	<u>INTEGRITY PACT</u> Supplier have to provide a duly signed integrity certificate alongwith their technical and commercial offers as per prescribed format in compliance to PPRA rules 7, which shall subsequently form part of the contract. Appendix-II of Annex- B.	
38.	<u>Non-Disclosure Agreement:</u> The supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Pakistan Official Secret Act-1923 in addition to termination of the contract at the risk of supplier. as Appendix-III of Annex -B.	
39.	<u>INDEMNITY</u> The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.	
40.	<u>SUBLETTING</u> The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the purchaser.	
41.	<u>TERMINATION</u> a. If at any time during the currency of the contract Purchaser decides to terminate the contract for any	

	reason whatsoever (other than for reasons of non-delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser shall accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice. b. In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either to have any part thereof completed and take the delivery thereof at the contract price or 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 manufacturing at the price to be determined by the Purchaser. In such a case materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser. c. No payment shall however be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received. d. Should the Supplier fail to deliver goods/services in time as per terms of contract or fail to render Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier.	
42.	<u>COMPENSATION ON BREACH OF CONTRACT</u> If the Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.	
43.	<u>CERTIFICATE OF CONFORMANCE</u> Supplier shall provide correct and valid E-mail and Fax No. to CINS and DP(N). Supplier/ contracting supplier shall either provide supplier conformance Certificate to CINS or is to be provide supplier Conformance Certificate to CINS or is to be E-mailed to CINS under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the supplier for	

	verification of Conformance Certificate issued by the supplier. Companies/ suppliers rendering false supplier Conformance Certificate will be black listed.	
44.	<u>CONSIGNEE</u> The Commanding Officer Naval Store Dept at PN Dockyard KARACHI Ph: 48508500 at NSSD West Wharf Road E-Mail: <u>CCD-I@PAK.NAVY.COM</u> C/O Commanding Officer Embarkation Headquarter(N) Postal Address KARACHI at NSSD West Wharf Road KARACHI PH: 021-48509437 & 48508889	
45.	<u>DISTRIBUTION OF DOCUMENTS ON SHIPMENT BY THE FIRM</u> a. Following documents (each bearing Contract No.LC No and SBP Registration No) shall be forwarded to Embarkation Headquarters (Navy) & PDD at NSSD West Wharf Road Karachi by the Supplier: (1) 01 x Original Negotiable Bill of Landing / Air Way Bill and 01 Copy. (2) 01 x Copy of Packing List. (3) 01 x Copy of Invoice. b. Following documents (each bearing Contract No. LC No and SBP Registration No) shall be forwarded to the LC holding bank by the Supplier: (1) 01 x Negotiable Bill of Lading / Air Way Bill (2) 02 x Copies of Packing List (3) 02 x Copies of Invoice c. Following documents (each bearing Contract No. LC No and SBP Registration No) shall be forwarded to Directorate of Procurement (Navy), Naval Complex E-8 Islamabad, Pakistan by the Supplier: (1) 01 x Copy of Negotiable Bill of Lading/ Air Way Bill (2) 01 x Copy of Packing List. (3) 01 x Copy of Invoice. d. Following documents (each bearing Contract No. LC No and SBP Registration No) shall be forwarded to Insurance Company i.e. National Insurance Corporation	

	(NIC) NIC Building 63-Jinnah Avenue, Blue Area, Islamabad: (1) 01 x Copy of Bill of Lading / Air Way Bill (2) 01 x Copy of Invoice e. A certificate to the effect for the distribution of documents has been issued as given above shall be forwarded to LC holding bank and the purchaser by the supplier within 7 days of obtaining of Bill of Lading/ Air Way Bill. Proof of such a dispatch, like receipt from the courier services etc, shall be provided by the supplier.	
46.	<u>SHIPPING INSTRUCTIONS</u> a. The Supplier shall be responsible for the shipment of the Supplies as per INCOTERMS specified above. These Supplies shall not be shipped/trans-shipped on/via Indian/ Israeli Vessels. b. The Purchaser shall be responsible for clearance of consignment from Karachi Sea Port/ Airport and its safe delivery to consignee. Upon shipment of a consignment, the Supplier shall immediately provide following documents/ information to Consignee: c. Bill of Lading/ AWB (in original) as applicable. Nomenclature and packing list of the cargo (in original). Correct address of the consignee. Name of ship or Airline or Airfreight Company as applicable. Expected Date / Time of arrival. Quantity, dimension and weight of the cargo. Sea/Airport of discharge as applicable.	
47.	<u>MISCELLANEOUS</u> a. The supplier should mention the price of all deliverables (i.e Equipment/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Training, FATs (Factory Acceptance Trials), Installation/ Integrations, Test/ Trials/ Commissioning (Harbour Acceptance Trials, Sea Acceptance Trials) etc where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document. b. The seller is to provide alongwith the offer the name of manufacture of all the major sub-assemblies, components and associated accessories of the offered system. c. The seller is to provide alongwith the offer the copies of the Standards/Specification referred to or used for the equipment and its accessories. d. The seller is to provide future modifications on the	

contract stores.

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

f. The seller is to provide list of all customized components in his offer.

g. The seller is to provide breakdown of prices of main equipment, accessories spares, customized components, training, documentation and FATs expenditure etc in its commercial offer.

h. OEM certified brand new equipment/stores to accepted on firm's warranty/guarantee on DPL-15 at consignees end.

j. The supplier is to render OEM certificate for compatibility with existing PN communication equipment.

k. TSR of the case will be carried out by a committee nominated by NHQs.

l. The proposal should include itemized prices of major equipment & accessories, including training & documentation.

m. All email correspondence pertaining to the contract between firm and PN shall be in encrypted form using Digital Certificates/ software provided by PN. PN shall provide necessary Standard Operating Procedure (SOP) to install and configure the software for ensuring secure email.

n. Equipment may be fitted with mechanical shock mounts.

p. The seller is to provide complaint 'Check off list' against the indent.

q. The purchaser will have all the right to cancel/ reject bid of any firm at any stage, if Pakistani security agencies declare unsuitable or highlights any observations pertaining to security issues against any of the participating vendor/ firm.

r. Copies of contract be forwarded to the following:

- (1) D Radio Comm NHQ Islamabad
- (2) DCM NHQ Islamabad
- (3) DSMR(WE) NHQ Islamabad
- (4) MD PN Dockyard Karachi
- (5) CO NSD Karachi

	(6) CO EHQ & PDD (Navy), Karachi	
48.	s. Detailed specifications <u>Evaluation Finalization for Contract Award:</u> Firm Complying to Technical Specifications at Annex A with lowest bid as finalized by NHQ will be awarded the contract. Decision of NHQ will be final.	
49.	<u>PRICES OF THE ITEMS AND BID DISCOUNT</u> a. The Supplier shall mention the price of all deliverables (i.e. Equipment/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Training, FATs (Factory Acceptance Trials), Installation/ Integration, Acceptance Tests/ Trials/ Commissioning etc, where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document. b. The Supplier may also offer unconditional discount, in percentage of their quoted price or bids, before opening of the financial proposal. The discounted bid price shall be considered as original bid for evaluation being an integral part of the bid. No offer of discount shall be considered after the bids are opened.	
50.	<u>INTELLECTUAL PROPERTY RIGHTS</u> Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.	
51.	<u>TRANSFER OF TITLE AND RISK</u> Risk of loss and damage to the Equipment shall be transferred to the Purchaser according to the 'INCOTERM 2020 used in the Contract. Title to the Equipment shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.	
52.	<u>EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)</u> a. The Supplier 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 Goods and Supplies. b. Upon signature of the Contract but before CED, the Supplier shall apply for any necessary export licenses or other government approvals outside Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where Supplies originate. The Purchaser is responsible for	

	issuing the EUC as per the required format by respective OEMs or governments within 30 (thirty) days on receipt of the request of the Supplier. c. In case any import/export licenses cannot be obtained from the countries where certain, Supplies or parts thereof shall be procured; in such a case or in case of technical reasons, the requirement/issue shall be brought in the notice of the Purchaser within shortest possible time with alternate options available with the Supplier. The Purchaser shall have the right to accept or propose alternates for the needful. Alternate options shall be finalized after mutual agreement between the Parties to be properly endorsed by means of an Amendment to Contract. d. The Parties acknowledge that being granted any import license that may be required by applicable law is beyond the reasonable control of the Supplier and as such, the Supplier is not responsible that any such import/export licenses shall be granted by the competent authorities. In such event, the Parties shall promptly confer with one another and with their respective legal counsel to discuss and agree upon a mutually acceptable course of action and solution. e. After the Export License/ Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (constituting one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, revocation, denial or the like as regards to import/export licenses shall not be deemed to be an event of Force Majeure. If required, provision of End User Certificate or any other documents or information reasonably required to the Supplier in due time is the responsibility of the Purchaser. f. End User Certificate, if required, by SUPPLIER for export of item to Pakistan shall be provided on written requested of supplier. The request, if required shall be made at the time of signing of contract alongwith specimen of EUC. The EUC shall be signed by the user before one month of the actual delivery of stores.	
53	<u>CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES</u> a. The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination. b. The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and Services.	

	c. All amounts stated to be payable by Purchaser pursuant to this Contract exclude any value added tax (VAT), sales tax, service tax, taxes on turnover or similar taxes. If the supply of Equipment or Services hereunder are chargeable to any value added tax, sales tax, service tax, taxes on turnover or similar taxes inside country of destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser. d. Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Equipment. e. If Purchaser is required by any law to make any deduction or withholding from any amount payable to Supplier under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier shall receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the amount which it shall have received had no deduction or withholding been required to have been made. Purchaser shall pay any such withholding or deduction to the relevant authority as required by law and shall promptly provide Supplier with an official receipt or certificate in respect of the payment of the withholding or deduction.	
54	<u>OWNERSHIP OF CONTRACT</u> a. In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that: (1). Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and (2). The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.	
55	<u>CERTIFICATION REQUIREMENT</u> a. Supplier shall confirm through OEM certificate at the time of supply/ delivery of the equipment at consignee's end, that equipment being supplied has been made SAT to work and is proven equipment. b. Supplier through certificate shall confirm that he shall provide import documents at the time of delivery of stores. c. Supplier certificate for conformance of 100%	

	indent specifications, any deviation to be clearly indicated in the offer shall be provided at the time of delivery of stores. d. Supplier's "certificate of conformity" originating from "Principal" who is neither the OEM nor the OEM's authorized dealer/ agent/ stockiest shall not be acceptable. e. Final Acceptance Certificate shall be signed by purchaser within 02 weeks only after successful commissioning of the entire Communication System	
56.	<u>QUALITY STANDARDS</u> a. The equipment and accessories are to be manufactured and assembled in accordance with Western EU standards or equivalent. The Quality standards compliance certificate is to be submitted with the offer. b. OEM shall be ISO or own country's (in case of Western EU) standards certified. Certificate to this effect of OEM is to be provided by supplier at the time of supply/delivery of the equipment at NSD.	
57.	<u>LANGUAGE, MEASUREMENTS AND WORKING METHOD.</u> All drawings, data-files in soft media, Man-Machinery Interface (MIMI) of software and hardware, all marking and identification systems and all other documentation required to be produced or delivered to the Purchaser under the Contract shall be written, and meetings conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.	
58	<u>TECHNICAL SCRUTINY</u> a. Technical scrutiny of quotations forwarded by the Supplier shall be carried out by a committee nominated by NHQs b. Detailed specifications alongwith broucher/ drawing of the store accepted during technical scrutiny (TS) are to be provided.	
59	<u>BIDDING PROCEDURE</u> This tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure	
60	<u>CONTRACT COMPLETION CERTIFICATES</u> Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no stores/ goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a "No Objection Certificate" that the requirement placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Specimen of	

	Contract Completion Certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.	
61.	<u>INSURANCE</u> a. All Stores shall be insured before dispatch. The Supplier/Principal is responsible to initiate insurance cover. Insurance shall be paid at actual in Pakistani Rupees by the CMA (DP), Rawalpindi to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area ISLAMABAD (Pakistan). b. The National Insurance Corporation (NIC) under the National Insurance Fund (NIF) shall issue an all risk cover except war and strikes, riots and civil commotion from Principal's warehouse to the consignee warehouse for C & F value of the stores. The risk on account of war, strikes, riots and civil commotion shall be entirely on the account of the purchaser. c. The supplier/principal shall finish the following details of consignment immediately at the time of shipment direct to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area, ISLAMABAD. (1) Name of Consignee/Insured (2) Contract Number and Date (3) Name of the Vessel/Air Line (4) Date of Sailing/Flight/Vessel No and Date (5) Port/Air Port of Shipment and destination (6) Description of package with markings and Numbers (7) Nature of package, whether crate/bale drum etc. (8) Bill of Lading/Air Way Bill	
62	<u>REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES</u> a. Any Supplier feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report. Redressal of Grievances Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. b. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process. Any Supplier not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.	

63. SECRECY

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

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

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

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

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

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

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

The Contractor undertakes that any information about the sale/ purchase of the goods/ stores under this contract shall not be communicated to any person/ organization/ agency, other than the manufacture of the stores/ equipment/ material, or to any press or agency not authorized by the purchase to receive it. Any breach on this account will be punishable under **OFFICIAL SECRETS ACT 1923 OF PAKISTAN** and may lead to legal action against the Contractor in addition to termination of the contract at the risk and expense of the Contractor.

S No	<u>REQUIREMENT OF DOCUMENTATION & MANUALS FOR EQUIPMENTS</u>	Firm's Reply (Complied Partially Complied/ Complied) Not
1.	<u>REQUIREMENT OF DOCUMENTATION</u> a. Following categories of documents/manuals are to be provided by the Supplier prior induction of equipment in PN. Contents of all the manual and other related documents including specifications, drawings and other lists should covering all aspects of operations, troubleshooting, schedule maintenance, workshop repair and IPC etc for all types of equipment and systems: (1) <u>Manuals.</u> (a) Operator Manual (b) User Manual (c) Maintenance Manual upto level 1 and 2. (d) Workshop Manual upto level 3 and 4. (e) Technical Manual (f) Installation Manual (g) Software Manual: List and provide all application/backup recovery software along with loading procedure. (2) <u>Catalogues.</u> Catalogues of Ancillary Support Equipment required for operation and maintenance of equipment containing description, part number, quantity required, calibration periodicity and manufacture name of ASE, Portable Specialized Support Equipment (PSSE), Special to Type Test Equipment (STTE), Common User Hand Tools (CUHT), Common Use Mechanical Testing Equipment (CUMTE), Common Range Electrical Testing Equipment (CRETE) and Automatic Test Equipment (ATE) are to be provided with the equipment. (3) <u>Documents.</u> (a) Test Equipment/Tools. (b) Part Identification Lists (PILS). (c) Illustrated Part Catalogue (IPC) in ELDOC form preferably in IETM format. (d) Recommended spare part (onboard and depot level) (e) Cable layouts for system interfacing.	

	(f) Test & Trials sheets alongwith the detailed procedures. (g) Keep alive policy. (h) List of upkeep by exchange items. (j) List of R x R items. (k) Software procedures including sources code. (4) <u>Drawings</u> (a) Installation drawings. (b) Circuit diagram. (c) Component layout diagrams of PCBs. (d) Schematic diagrams for track verifications and physical connections. (e) Test fixtures.	
2.	<u>CONTENTS/DETAILS OF VARIOUS DOCUMENTATION/MANUALS</u> a. The details of technical contents which should be included in the documentation are as under: (1) <u>Operating Manual.</u> This document should provide detailed operating procedures for the sets and use of the accompanied accessories. (2) <u>Installation Manual.</u> This document cover in detail pre-installation checks, detailed installation procedures alongwith drawings and post installation checks should also cover set to work & commissioning procedures alongwith relevant settings and performance data sheet. This should also provide installation specifications and test & trial procedures alongwith test forms. (3) <u>Maintenance Manual.</u> This document should include following: (a) Technical data / specifications & general technical description of the equipment/system, including its all sub assemblies /sub system. (b) Level 1 & 2 maintenance routines alongwith detailed procedure to complete maintenance job including information contained in Job Information Cards, Engineering Procedure, Technical Repair Standard i.e. spares / stores divided into following categories: i. Mandatory items ii. High probability items i.e> 50% usage iii. Low probability items i.e> 25% usage	

- iv. Occasional items i.e> 5% usage
- v. Consumable items

- (c) Fault diagnostic procedure
- (d) Overhaul procedures (If applicable)
- (e) Part list
- (f) Operating space items/ready use stores (If applicable)
- (g) Hot/built-in spares (If applicable)
- (h) Shop consumable
- (j) Technical data sheet (Reference/datum level data)

(4) **Software Manuals.** Complete documentation (fully commented) to support all aspects of software maintenance along with the source code both in hard and soft form.

(5) **IPC(IF APPLICABLE).** It should contain exploded view of assemblies & sub-assemblies along with identification of all components included there in. Prices of all items be also provided for future use and update periodically.

(6) **Workshop Manual.** This document should include following:

(a) Technical data & general technical description of system.

(b) Technical description of all sub-assemblies & sub-systems.

(c) Level 3 & 4 maintenance routines along with detailed procedure supported by information contained in Job Information Cards, Engineering Procedure, Technical Repair Standard i.e. maintenance procedure in detail, tool/test equipment required and list of spares /stores divided into following categories:

- i. Mandatory items
- ii. High probability items i.e> 50% usage
- iii. Low probability items i.e> 25% usage
- iv. Occasional items i.e> 5% usage
- v. Consumable items

(e) Complete circuit diagrams of all PCBs modules & sub-assemblies of equipment.

(f) Fault diagnostic upto component level.

	(g) FATs record alongwith base line VA record if applicable (h) Major overhaul detailed procedure. (j) Parts list. (k) Technical data sheet (Reference/datum level data) (l) Component layout of PCBs/modules (m) Mylar of all PCBs. (n) List of customized IC's alongwith truth table. (p) List of programmable components alongwith software / supplierware and source code. (q) Details of tolerances and wear limits according to manufactures standards. (r) Values alongwith limits of all safeties and detailed procedure of setting/ adjustment. (s) Performance chart. (t) List of standard test equipment. (u) List of special to type test equipment. (v) List of insurance / contingency items. (w) List of U x E items. (x) List of R x R items. (7) <u>List of Onboard Spares.</u> List of onboard spares to support level 1 and 2 maintenance alongwith consumables for 1 year. (8) <u>List Of Depot Spares.</u> List of depot stores to support level 1-4 maintenance for three years. (9) <u>Project Definition Document (PDD).</u> Project Definition Document is to be provided by the supplier 03 months after contract effective date.	
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INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY
THE SUPPLIER OF GOODS, SERVICES & WORKS

Contract No. & Date _____

Contract Value _____

Contract Title _____

1. The Supplier hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligations or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice.

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

3. The Supplier certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty

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

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

[The Purchaser]: _____

[The Supplier]: _____

(To be executed on a Judicial Stamp Paper of appropriate value)

UNDERTAKING/NON- DISCLOSURE CERTIFICATE

1. I _____
(Name & Appointment)

on behalf of _____
(Name of Firm/ Contractor)

(With address and Telephone number)

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

Sig _____

Appointment _____

Place _____

Date _____

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

Seal & Date

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

Seal & Date

AFFIDAVIT/ UNDERTAKING
(For Provisional Registration)
(On Judicial Stamp Paper worth Rs 100)

1. I, Mr. _____ having CNIC/ Passport No. _____
authorized signatory/ partner/ MD/ Proprietor of M/s _____
do hereby solemnly affirm to DGDP, MoDP, Rawalpindi that our firm M/s _____
_____ will apply/ has applied for registration with DGDP, MoDP by
submitting all the documents required for the registration on _____
[insert date].

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

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

Station: _____

Dated: _____

Signature: _____

Name: _____

Appoint in Firm: _____

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

Attested by Oath Commissioner with Stamp

DP-3

TENDER NO.....

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

To:

Directorate of Procurement (Navy)

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

Contact: Reception: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309

Email: dpn@paknavy.gov.pk

Adpn31pre@paknavy.gov.pk

DATE _____

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 DAYS** AND WILL NOT BE WITHDRAWN OR ALTERED IN TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY STATED THEREIN OR ON BEFORE THIS DATE. I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBED TIME.

2. I/WE HAVE UNDERSTOOD THE INSTRUCTIONS TO TENDERS AND GENERAL CONDITIONS GOVERNING CONTRACT IN FORM NO. DP-35 (REVISED 2024) INCLUDED IN THE PAMPHLET ENTITLED, GOVERNMENT OF PAKISTAN, MINISTRY OF DEFENCE (DIRECTORATE GENERAL DEFENCE PURCHASE) "GENERAL CONDITIONS GOVERNING CONTRACTS" AND HAVE THOROUGHLY EXAMINED THE SPECIFICATIONS/DRAWINGS AND/ OR PATTERNS QUOTED IN THE SCHEDULE HERETO AND AM/ARE FULLY AWARE OF THE NATURE OF THE STORES REQUIRED AND MY/OUR OFFER IS TO SUPPLY STORES STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS.

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

- A.
B.
C.

YOURS FAITHFULLY,

.....
(SIGNATURE OF TENDERER)

.....
(CAPACITY IN WHICH SIGNING)

ADDRESS:.....

DATE.....

SIGNATURE OF WITNESS.....

ADDRESS.....

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

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

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

IMPORTANT

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

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

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

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

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