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

(9)

Contact: For General Queries 051-9262306, Bahria Gate 0331-5540649, Section: 051-9262309
Email: dpn@paknavy.gov.pk 051-9262309 & adpn31pre@paknavy.gov.pk
P-31/FOB Section (Contact: 051-9262309, Email: adpn31pre@paknavy.gov.pk)

Tender No and Date _____

Tender Description _____

IT Opening Date _____

Firm Name _____

Postal Address _____

Email Address for Correspondence _____

Contact Person _____

Contact Number (Landline_____) (Mobile_____)

Document to be Attached with Quotation

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

Sealed Envelope 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 of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))		
2	DP-1 Form of IT with tick mark against each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initiated on each page		
4	Annex A of DP-2 of IT duly filled (with compliance remarks)		
5	Annex B & C (if any) of DP-2 of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filled & Signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	DGDP Registration Letter (If firm is registered with DGDP)		
10	Tax Filling Proof		
11	Affidavit/ Undertaking of provisional registration (If firm is not registered with DGDP)		

Sealed Envelope 2 – Earnest Money

This Envelop must contain Earnest Money only.

Sealed Envelope 3 – Commercial Offer

This Envelop must contain following documents:

1	Firms Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	
3	Duly filled DP-2 Form of IT	01 x Original	

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

Firm's Authorized Signatures_____

DP - 1

DIRECTORATE PROCUREMENT (NAVY)

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential Complex

Contact: For General Queries: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309

Email: dpn@paknavy.gov.pk
adpn31@paknavy.gov.pk

M/s_____
_____
_____
_____

Dated :

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madem,

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

2. 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 (Edition 2024) covering general terms and conditions of contracts laid down by MoD/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 (Edition 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.

Understood agreed	Understood not agreed
☐	☐

3. Conditions Governing Contracts. The 'Contract' made as result of this I/T (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the "Purchaser and the Seller" on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and hose contained in Defence Purchase Procedure and Instructions and DPP&I-35 (Edition 2024) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood agreed	Understood not agreed
☐	☐

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

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

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

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

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

Understood agreed ☐ Understood not agreed ☐

d. Firms shall submit their offers in two separate envelopes (i.e. one copy of commercial offer and two copies of the technical offers as asked in the IT) and envelops clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address

of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it.

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

Understood agreed ☐ Understood not agreed ☐

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

Directorate of Procurement (Navy)
Through Bahria Gate
Near SNIDS Centre,
Naval Residential

Contact: For General Queries: 051-9262306
Bahria Gate: 0331-5540649
Section: 051-9262309

Email: dpn@paknavy.gov.pk
adpn31@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 051-9271468/ 0331-5540649 well before the opening date / time.

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

7. Validity of Offer.

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

Understood agreed ☐ Understood not agreed ☐

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

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

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

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

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

13. Treasury Challan.

Understood agreed ☐ Understood not agreed ☐

a. Offers by registered firms must be accompanied with a Challan form of Rs.200/- (obtainable from State Bank of Pakistan/Government Treasury) and debit able to Major Head C02501-20, Main Head-12, Sub Head 'A' Miscellaneous (Code Head 1/845/30). Each offer will be covered by one Challan.
b. Firms, un-registered / un-indexed with 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 (Format as per details in last clause of thid DP-1). Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

Understood agreed ☐ Understood not agreed ☐

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

b. Rates for Contract. The rate of earnest money and its maximum 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 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

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

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

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

Understood agreed ☐ Understood not agreed ☐

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

16. Inspection Authority. Joint Inspection/ Inspection will be carried out by relevant Inspecting Authority of PN, Consignee and Specialist User or a team nominated by Pakistan Navy in light of DPP&I-35.

Understood agreed ☐ Understood not agreed ☐

(Note: CINS shall not be held responsible or liable for any loss, damage or injury to the supplier/ firm's assets, items under inspection, equipment, infrastructure or personnel that may occur during or in connection with the inspection activities/ operations carried out by CINS inspectors. The Supplier firm shall be responsible for ensuring the safety and protection of its facilities, equipment, materials and personnel during the inspection process)

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

a. Complete Trade link between firm and OEM/ Manufacturer.

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

c. Original quotation/Principal/OEM proforma invoice.

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

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

(1) Imported material with break down item wise along-with import duties.
(2) Variable business overheads like taxes and duties imposed by the federal/ provincial government as applicable:-
  (a) General Sales Tax
  (b) Income Tax
  (c) Custom Duty. PCT code along with photocopy of the related page is to be attached where applicable.
  (d) Any other tax duty.
(3) Fixed overhead charges like labour, electricity etc.
(4) Agent commission/profit, if any.
(5) Any other expenditure/cost/service/remuneration as asked for in the tender.

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

Understood agreed ☐ Understood not agreed ☐

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

20. 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 Pay Order/CDR/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days from the date of issue of the contract and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed as per details at last clause of DP-1.

Understood agreed ☐ Understood not agreed ☐

21. Integrity Pact. There shall be "zero tolerance" against bribes, gifts, commission and inducement of any kind or their promises thereof by Supplier / Firm to any Government official / staff whether to solicit any undue benefit, favour or otherwise Integrity Pact is placed as per details in last clause of DP-1. Following provisions must be clearly read and understood for strict compliance:

Understood agreed ☐ Understood not agreed ☐

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

b. If a Supplier / Contractor is found involved in any unbusiness-like / unethical activity, same would be considered a serious breach of the Integrity Pact. DP (Navy) shall take severe disciplinary action against that person(s) and the firm / company, which may include, but not limited to, PERMANENT BLACKLISTING of firm / company through DGDP and legal action against the individual (s) involved as per Pakistan'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 Respective Section Tel: 051-9271468 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

25. Discrepancy. The consignee will render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood agreed ☐ Understood not agreed ☐

26. Price Variation.

a. Prices offered against this tender are to be firm and final.

b. Where the prices of the contracted stores/raw material are controlled by the government or an agency competent to do so on government behalf then price increase/decrease will be allowed at actual on case to case basis on production of government notification by the Supplier for the subject stores where the firms are contractually obliged and bound to produce the stores from raw materials supplied by government/State controlled departments in consultation with Military Finance.

Understood agreed ☐ Understood not agreed ☐

c. Except for calculation or typographical errors, the rates of the contracts not having a price variation clause PVC clause will not be increased subsequently. But when such an increase is considered desirable in the interest of expeditious supply of stores and is necessitated by the circumstances beyond the control of the Supplier, the case may be decided accordingly.

27. Force Majeure.

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

Understood agreed ☐ Understood not agreed ☐

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

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

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

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

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

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

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

j. It is the 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"

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

Understood agreed ☐ Understood not agreed ☐

a. The dispute shall be referred to Secy (Ministry of Defence) for his decisions.
b. The venue of arbitration shall be the place as the Purchaser at his discretion may determine.
c. Decision of Secy (Ministry of Defence) shall be final and binding on both the parties.
d. In the course of arbitration, the contract shall continuously be executed except that part which is under arbitration.
e. All proceedings under this clause shall be conducted in English language and in writing.

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

31. Risk Purchase. In the event of failure on the part of supplier to comply with the contractual obligations the contract will be cancelled at the Risk and Expense (RE) of the supplier in accordance with DPP&I-35 (Edition 2024). The purchaser shall be entitled to receive back all advance payment made by him and will have the right to purchase the store of similar/ equivalent specification from elsewhere. In such case, price difference (if any over and above the net LC Value of this contract) will be paid by supplier as compensation for RE amount.

Understood agreed ☐ Understood not agreed ☐

32. Compensation on 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.

Understood agreed ☐ Understood not agreed ☐

33 Termination of Contract.

Understood agreed | Understood not agreed

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.

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

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

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

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

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

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

Understood agreed | Understood not agreed

35. Non Disclosure Agreement/ Secrecy Clause

a. 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.

Understood agreed | Understood not agreed

b. 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 Purchaser 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 of the Contractor or its Sub-Contractor(s) and Purchaser or any other unauthorized Party or person.

c. 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.

d. 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.

e. 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 regards to this Contract to disclose the information classified as Confidential or above to Sub-Contractors (OEMs), approval must be sought from the Purchaser.

f. The Contractor undertakes to prevent any platform(s) being constructed/ upgraded, and/or unauthorized visits to the systems/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.

g. 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.

h. The Contractor undertakes as per relevant Annex, 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 manufacturer of the stores/equipment/ material, or to any press or agency not authorized by the Purchaser 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.

36. <u>End User Certificate (EUC) (where applicable)</u>

Understood agreed ☐ Understood not agreed ☐

a. If EUC is required on a specific format provided by the foreign governmen for issuance of export licenses/ permit, Seller is to enclose specimen of the same with the bid documents which will be subsequently made part of the contract (with complete details of items and quantities).

b. If Seller cannot provide the specimen of the EUC before finalization of the contract, then the Seller will initiate a formal request with 15 days of the signing of the contract to ensure correctness of the specimen as well as to reconfirm the number of items for which EUC is being sought.

c. Despite the requirement of EUC is made part of the 'EUC Clause', the supplier will still initiate a formal request within 15 days of the signing of the contract, for issuance of the EUC to ensure that there is no change in the specimen provided earlier by the supplier as well as to reconfirm the number of items for which the EUC is being sought.

d. If issuance of the EUC is linked with the 'Effective Date of Contract' the delay on part of Seller to timely initiate the request for the issuance of the EUC or providing the correct format/ specimen, will make him liable to imposition of LD. Any delay on part of Seller in obtaining export licenses, permits, third party certificate etc, will not be considered as 'force majeure'.

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

a. Received later than appointed/fixed date and time.
b. Offers are found conditional or incomplete in any respect.
c. There is any deviation from the General /Special/Technical Instructions contained in this tender.
d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.
e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at relevant caluse.
f. Treasury challan is NOT attached with the technical offer.
g. Multiple rates are quoted against one item.
h. Manufacturers relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
i. Subject to restriction of export license.
j. Offers (commercial/technical) containing non-initialed/ unauthenticated amendments/corrections/overwriting.
k. If the validity of the agency agreement is expired.
l. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.
m. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.
n. Earnest money is not provided.
o. Earnest Money is not provided with the technical offer (or as specified).
p. If validity of offer is not quoted as required in IT or made subject to confirmation later.
q. Offer made through Fax/E-mail/Cable/Telex.
r. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.
s. If OEM and principal name and complete address is not mentioned.
t. Original Principal Invoice is not attached with offer.

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

Understood agreed ☐ Understood not agreed ☐

S.No	Cetegary of Appeal	Limitation Period
a	Appeals for liquidated damages	Within 180 days decision
b	Appeals for reinstatement of contracts	Within 60 days decision
c	Appeals for risk and expense amount	Within 180 days decision
d	Appeals for rejection of stores	Within 21 days decision
e	Appeals in all other Cases	Within 60 days decision

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

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

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

Understood agreed ☐ Understood not agreed ☐

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

Understood agreed ☐ Understood not agreed ☐

45. Format of all forms and their relevant details is mentioned as under:

Understood agreed ☐ Understood not agreed ☐

S.No.	Annex	Detail
a.	Annex A to DP-1	DPL-15 (Warranty/ Guarantee Format)
b.	Annex B to DP-1	BG Format on Judicial Stamp Paper
c.	Annex C to DP-1	Integrity Pact
d.	Annex D to DP-1	Data for Issuance of Earnest Money
e.	Annex E to DP-1	Undertaking for Registration with DGDP
f.	Annex F to DP-1	Undertaking/ non-disclosure certificate

Sincerely yours,

_____

(To be Signed by Officer Concerned)

Rank:_____

NAME:_____

Annex A to DP-1

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 **FOB** basis (As the case may be in currency in with received).

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

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

SIGNATURE _____

DATE _____

_____

PLACE _____

Annex B to DP-1

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

1. Contract No._____ dated _____
2. Name of Firm/Contractor_____
3. Address of Firm/Contractor _____
4. Name of Guarantor _____
5. Address of Guarantor _____
6. Amount of Guarantee Rs._____
   in words _____
7. Date of expiry of Guarantee_____

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

Sir

1. Whereas your good self have entered into Contract No. _____ dated_____ with Messers_____ _____(Full Name and Address)_____ hereinafter referred to as our customer and that one of the conditions of the Contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of Rs. _____ Rupees/FE (as applicable)_____ _____

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

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

   b. To keep this Guarantee in force till _____

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

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

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

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

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

Guarantor

Dated: _____

_____

(Bank Seal and Signatures)

INTEGRITY PACT

ANNEX-C
TO DP-I

DECLARATION OF FEE, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SELLERS OF GOODS, SERVICES & WORKS

Contract Title:_____

_____

M/s_____ 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 entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give the anyone within or outside Pakistan either directly through 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 whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the GoP, except that which has been expressly declared pursuant hereto.

M/s_____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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s_____accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or produced 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.

M/s_____Notwithstanding any rights and remedies exercised by GoP in this regards,(the seller/seller) agrees to indemnity 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 M/s_____as aforesaid for the purpose of obtained or inducing the procurement of any contract, interest privilege or other obligation or benefit in whatsoever form from GoP.

_____ _____

[The Buyer] [The Supplier

Annex D to DP-I

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

1. Name : _____

2. Father's Name : _____

3. Address (Residential) :

_____

_____

_____

4. Designation in Firm :

_____

5. CNIC : _____
(Attach Copy of CNIC)

6. NTN : _____
(Attach Copy of NTN)

7. Firm's Address :

_____

_____

_____

8. Date of Establishment of Firm :

_____

9. Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.
(Attach Copy of relevant CERTIFICATE)

10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner). (Kindly fill in the above form and forward it under your own letter head with contact details)

Annex E to DP-I

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, MoD, Rawalpindi that our firm M/s _____will apply/ has applied for registration with DGDP, MoD by submitting all the documents required or 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, MoD as stated above, our firm shall be liable to disciplinary and legal action by the DGDP/ MoD or any of the organization of the MoD

3. I also accept that any disciplinary and legal action taken by the MoD 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 postal address with telephone/ fax numbers and email address.

ATTESTED BY OATH COMMISSIONER WITH STAMP

ANNEX F TO DP-I

NON DISCLOSURE AGREEMENT

UNDERTAKING

1. I _____
(Name & Appointment)
on behalf of _____
(Name for Firm/ Contractor)
_____
(With address and Telephone Number)

2. Do hereby solemnly affirm to abide by the provision of Official Secret Act 1923 and the conditions contained therein. Breach of these provisions on my part or any employee of the firm, in addition to any other penalty under law, will render immediate cancellation of the contract and may lead to legal action beside completion of the remainder work by any other business concern considered suitable by the accepting office at our own risk.

3. M/s ..... accepts full responsibility and strict liability to protect classified information contained in the contract however in any case this become essential to disclose the information classified as confidential or above to sub-contractor (OEM), approval from the purchaser shall be sought. Infringement of aforesaid will render contract termination apart from legal action before the court of competent jurisdiction as per contract.

Sig _____
Status/Appointment_____
Place _____
Date _____

1. Signature of Witness _____
Name (in Block capital)_____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address _____
_____

2. Signature of Witness _____
Name (in Block capital)_____
CNIC No _____ Seal & Date
(Please attach photocopy)
Address _____
_____

INVITATION TO TENDER FORM

1. Schedule to Tender No **2690424/B-2609/310216** Dated **09-09-26** This tender will be closed for acceptance at 10:30 Hours and Will be opened at **11:00** Hours on **03-12-26** 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 and stamped. Same are available at www.ppra.org.pk

S No	Detail of Stores	Qty/ Unit	Unit Price	F & I	Total Price
1.	**HF TX/ RX (150W) INCLUDING SECURE COMMUNICATION MODULE** **Detailed:** Technical Specification Special Instructions: **As per Annex A.& Appendix-I To Annex A** General Requirement/Instructions: **As per Annex B.& Appendix-I To Annex B**	**05**			
	Grand Total				

NOTE:

1. Firms/ supplier shall provide correct and valid email and fax No to Inspection Authority of Pakistan Navy and DP(N). Supplier/ contracting firm shall either provide OEM conformance certificate to Inspection authority of Pakistan Navy under intimation to DP(Navy). Hard copy of CoC must follow in any case through courier. On receipt, inspection authority of Pakistan Navy shall approach the OEM for verification of conformance certificate issued by the OEM. Companies/ firms rendering false OEM conformance certificates will be black listed.

2. Stores will be inspected by Inspection authority of Pakistan Navy.

3. Firm will comply/ confirm all above IT clauses, mentioned under Note including specification, packing, general terms and conditions on its technical offer and original technical offer on firm's letter head pad alongwith DP-1, DP-2 & DP-3 duly signed and stamped on each page are required **in duplicate**.

Terms and Conditions

1.	Terms of Payment	As per Annex B of DP-2
2.	Origin of OEM	To be indicated by the Firm in technical offer
3.	Origin of Stores	To be indicated by the Firm in technical offer
4.	Technical Scrutiny Report	Required
5.	Delivery Period	Within **10** months from CED
6.	Currency	Euro
7.	Basis for acceptance	FOB Basis
8.	Bid validity	The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
9.	Tendering procedure	Single Stage - Two Envelopes bidding procedure will be followed . PPRA Rule 36 refers.

10. Earnest Money/Tender Bond

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

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

b . Rates for Contract. The rate of earnest money and its maximum 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 3% of the quoted value subject to maximum ceiling of Rs. 0.750 Million.

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

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

11. Special Note.

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

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

c. 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.

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

e. 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.

f. 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.

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

h. 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. Tender opening board is authorized to check earnest money. Authorization is MANDATORY from your Principal firm at the time of participation in tender.

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 & C (as applicable) duly signed and 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.

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

ANNEX A TO NHQs
INDENT NO: 2690424
DATED: 09 SEP 26

TECHNICAL SPECIFICATION - HF COMMUNICATION EQUIPMENT

S No	Technical Specification	Firms Reply
1.	**PURPOSE/ USAGE** NA	
2.	**FUNCTIONAL REQUIREMENTS** a. An advance radio communication system, which complies with the latest requirements of maritime communication and confirming 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), Automatic Link Establishment (ALE) and Automatic Link Maintenance (ALM). (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-810. 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-810 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 HF radio. (12) The system should be able to handle high data transfer rates upto 9600 kbits/ sec.	

(13) The system should incorporate Automatic Link Establishment equipment (ALE with memory > 100 Channels) including associated software and accessories. Operation of equipment should be possible with or without ALE.

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

(15) The equipment is to be capable to interface with existing PN communication network including voice, data, cipher machines and Postman-II system.

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

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

(18) All major control functions should be programmable.

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

(20) All PCBs should have Conformal Coatings.

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

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

(a) MTBF 9600 Hours

(b) MTTR <30 Minutes

(23) The system should have userfriendly MMI (Man Machine Interface).

(24) The equipment must be TEMPEST proof for Electronic Security. TEMPEST characteristics and installation preferably iaw NSTISS AM TEMPEST/ 1-92 or MIL-HDBK 232.

(25) The system should have an advance internal/ external modem to support next generation data link system.

(26) The system should have EPM capability features i.e. frequency hopping capability (communication security and transmission security in HF domain).

(27) The HF system should be capable to provide transmission rate upto 9600 BD .

(28) HF Tx/ Rx shall be of the latest Version/ recent manufacture and may not be older than one year at the time of delivery.

(29) Supplier will be responsible for handover the HF Tx/ Rx to PN on turnkey basis, after the completion of installation, test/ trial, STW & commissioning

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

Firms Reply

		Firms Reply
	(31) **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 (32) Provision of STTEs (Special-to-Type Test Equipment) required for undertaking preventive/ corrective maintenance.	
3.	**NON-FUNCTIONAL REQUIREMENTS** a. The non-functional requirements for the system are mentioned below: (1) The equipment (hardware and software) must be Non Development Item (NDI). (2) All communication sets and its accessories being procured should be backward compatible with sets already existing within PN inventory. (3) Equipment may be preferably based on Open System Architecture (OSA). (4) The communication sets must have international industry standard data bus. (5) Full/ 100% testability of all PCBs/ modules of the communication sets through PN HF DLM facility. Any up gradation if required be indicated. (6) Provision of list for all third party/ COTs items alongwith details of OEM/ Supplier at the time of delivery. (7) Provision of Option codes for the complete communication sets and its accessories at the time of delivery of the sets. (8) Provision of admin rights (hardware/ software/ firmware) for configuration of supplied items to sets already held in PN inventory. (9) Provision of relevant documentation for configuration and up gradation of communication sets. (10) Equipment may operate satisfactory in an environment of 10 Oversteps (800 Amperes/ meter) and shielding be employed if necessary. (11) Installation of the equipment/system and associated accessories at Establishments/Coastal stations and their subsequent integration with existing systems be undertaken by the Supplier, if required. (12) Hardware and software should be supportable for at least 10 years from the date of induction of equipment in PN. (13) OEM shall provide backups of all system software including embedded software of programmable components. (14) OEM shall agree to provide technical information and assistance to PN for integration of any system that PN chooses to integrate at later stage.	

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

(16) OEM shall agree to provide spares/components as and when required to repair PCBs/LRUs by PN repair agencies. OEM shall provide following documents:

(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).

(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.

(17) OEM 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.

Firms Reply

4. **ENVIRONMENTAL CONDITIONS**

a. The system should conform to following environmental conditions:

(1) Equipment should be preferably 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 i.a.w 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:

Operating temperature degree Celsius	-5 to 55
Storage temperature	-5 to 70 degree Celsius
Relative Humidity	95% RH
Wind speed Capable to limitation	withstand upto 140 Kts of wind

(a) Vibration and shock proof.

(b) Dust and water Resistant.

(c) Salt and fog resistant.

(e) Provision of protective covering for stowage.

		Firms Reply
	(5) Non- operating temperature range of the equipment: -40 to 70 degree Celsius. (6) To operate within performance limits in winds of more than 140 Kms/ hr. (7) Equipment which is exposed to weather and other external conditions should be fully hardened.	
5.	**TECHNICAL SPECIFICATIONS** a. **HF Tx/Rx (150W)** The transceivers are to conform to following technical specifications: **GENERAL**	

Frequency Range	1.5-30 MHZ
Tx/Rx Range	10 KHz – 30 MHz
Frequency Generation	True digital synthesis
Frequency Selection	• Should be from keyboard • Provision for pre-selection of Safety and Distress frequency • At least 500 user programmable channels (TX frequency pairs) • Should have a tuning panel
Frequency Presentation	LCD display for presentation of and transmitted frequencies.
Frequency Stability	Better than 0.35 ppm Aging less than 1 ppm/year
Operating Modes	• Voice • CW • SSB • USB/LSB/Section • ISB • FSK • Data transmission through FSK/AFSK • Double sideband full carries (A3E) Data link/file transfer (E-Mail, Data text, Inter-net, Video/Graphic) • Telephone PC /dial up fax. • Telephone Dialing with provision to Patch up with a Telephone exchange.
Other Facilities	The TX should be capable to incorporate the following: • Based on Digital Signal Processing technology (DSP) • Real time clock • Remote Selection • User-programmable Sleep Timer • Continuously operating Power and Protecting Monitor • Dummy load

		Firms Reply

b. **TRANSMITTER**

Output Power	Of the order of 150W ± 1 dB
Range	1.5-30 MHz
Power Selection	With provision of power module to increase in steps
Frequency Selection	100 Hz step or better
S/N Ratio	Better than 160 dB ›46bB SINAD for imV EMF, weighted with filter in line with CCITT (0.41/P53)
Spurious Suppression	Better than 70 dB PEP
Suppression of unwanted Sideband	Greater than 70 dB

c. **RECEIVER**

Frequency Range	10 KHz to 30 MHz
Power Resolution	Better the 100 Hz with search and fine tune Facility
Input Impedance	50 Ohm
Sensitivity	Better than following: • SSB: -113 dBm • AM 1.0 uV • CW: 0.25 uV
Intermediation products	Less than 40 dB
Image frequency Rejection	Better than 90dB
IF Rejection	Better than 90 dB

d. **ANTENNA AND ANTENNA TUNING UNIT (HF TRANSCEIVER)**

(1) The Antenna Tuning Unit should be ruggedized, heavy duty and weather proof.

(2) The antenna tuning unit should be microprocessor controlled having the following specifications:

Frequency Range	1.6 MHz to 30 MHz
Antenna	Whip antenna
Antenna Tuning	Fully automatic with no presetting
Tuning Speed	Typical less than 1s
Input Impedance	Nominal 50 Ohm
Power Handling capability	150 W
Channel Memory	500 Channels.

6. **POWER SUPPLY REQUIREMENTS** The equipment should be opera table on following power supplies:

a. 220V, single phase, 50 Hz for shore based installations.

b. Emergency power supply (24 Volt DC).

c. Online UPS with the systemwith backup time of atleast 01 hour.

		Firms Reply
7..	**CONFORMANCE TO MILITARY STANDARDS** a. Equipment should be able to comply following MIL-STDs:	

Requirements	Relevant Standards
Electromagnetic Emission and Susceptibility Compliance	MIL STD 461E/ 464/ Equivalent Standards
Interoperability and performance	MIL STD 188-141/ Equivalent Standards
Procedure for conducting shipboard EMI survey	MIL STD 1605 A (SH)/ Equivalent Standards
Military specific environmental effects	MIL STD 810/ Equivalent Standards
Humidity	MIL STD 810/ IEC 68-2-30/ Equivalent Standards
Vibration	MIL STD 167-1/ IEC 68-2-6/ Equivalent Standards
Mechanical shock mounts/ Shock Proof	MIL-S 901/ Equivalent Standards / 810
Electrical Requirement	MIL STD 1399/ Equivalent Standards
Cooling Requirements	MIL STD 1399/ Equivalent Standards
Shipboard bonding, grounding and other techniques for EMC/ safety	MIL STD 1310/HDBK/ Equivalent Standards 454
Requirements for equipment enclosures	MIL STD 108/ MIL-E-24762/ MIL-E2036/ Equivalent Standards
HF waveform	MIL STD 188-110/ Equivalent Standards
Test procedures EPM mode	NATO STANAG 4444/ Equivalent Standards
TEMPEST Proof	NSTISSAM/ 1-92 or MIL-HDBK 232/ Equivalent Standards
Automatic Link Establishment (ALE)	STANAG 4538/ Equivalent Standards

b. The test report should be furnished to confirm that the equipment meets the above listed standards.

8.	**ORIGIN OF SUPPLY AND ACCEPTABLE MAKES** a Origin of supply is to be preferably imported and subject to provision of specified OEM Country of Origin. b OEM has to certify that provided equipment is its own products and is not of any third party equipment.	
9.	Scope of Supply attached as Appendix-1 of Annex A.	

APPENDIX-I TO ANNEX A TO
INDENT NO: 2690424
DATED: 09 SEP 26

SCOPE OF SUPPLY

S No	Items	Firms Reply
1.	HF Tx/ Rx (150 W)including SECOM-H with following accessories: a. 05 x HF Tx/ Rx. b. 05 x HF Tx/Rx antenna. c. 05 x HF Antenna Tuning Unit (ATU). d. 05 x Mounting Table (ATU). e. 05 x Racks. f. 05 x Local control Pannel incl Lan ruggedized. g. 05 x Digitally tuned RF Selection 40dB. h. 05 x License for HF Modem. j. 05 x License for ALE-3G incl.ALE-2G. k. 05 x ATU, 150W, 1.5 to 30 MHz, fib.-opt.int, freq.hopping cap. l. 05 x Power Supply (Low Power). m. 05 x Handset(binaruel). n. 05 x Cable Set (interconnect cables within configuration).	
2.	Engineering and Services including Training and Documentation	

ANNEX B TO NHQs
INDENT NO: 2690424
DATED: 09 SEP 26

GENERAL TERMS AND CONDITIONS - HF COMMUNICATION EQUIPMENT

S No	General Terms & Conditions	Firms Reply
1.	**PROOF OF CONCEPT (POC)** 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.	**MAN MACHINE INTERFACE (MMI)** The equipment should be user friendly, MMI configurable by purchaser as per agreed user requirement.	
3.	**CONTRACT EFFECTIVE DATE (CED)** Contract Effective Date shall be the date on which contract is signed by both parties and LC opening within 30 days of signing of contract, not exceeding 60 days subject to the agreed specifications. CED shall be established and notified by the purchaser upon completion of following pre-requisite: a. Contract signing by both parties. b. Endorsement by Military Finance i.e FA(Navy)	
4.	**DELIVERY SCHEDULE** Stores are the equipment shall be delivered on FOB basis as per INCOTEMS 2020 within (10) months of CED.	
5.	**TECHNICAL ASSISTANCE** 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 on respective site. (2) Integration and interfacing of the equipment with existing PN communication equipment. (3) Seller will be responsible for installation, Set-to-Work (STW), Post Installation Tests/Trials HATs and Site Acceptance Trials (SATs) etc. (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 3 month in advance.	
6.	**ACCEPTANCE CRITERIA**	

	Firms Reply
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 Purchaser. 03 x PN officers will witness the FATs at Supplier's expense (boarding & lodging). Performance of the equipment will be further evaluated through HATs/ SATs. STW will remain the responsibility of Supplier.	
c. The Supplier snall 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 seller/ Supplier.	
d. After installation, STW of the supplied equipment, the seller will carryout all acceptance and tests/trials in Pakistan, in the presence of Buyer/PN to prove that the communication equipment are performing as per the criteria prepared in the light of para 6a above. EM interface to or from on board equipment/sensors is to be validated during SATs. The final acceptance certificate will be signed by PN only after successful completion of all acceptance trials and 100% operational performance proven by the seller to the entire satisfaction of Buyer/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 seller/ 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 Appendix I of Annex-B	
(4) Training is not conducted as per Clause 9 of Annex-B.	
(5) Certification Requirement are not met as per 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.	

		Firms Reply
	(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 and 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.	**COMMISSIONING/ TRIALS** 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.	**DOCUMENTATION** The firm shall provide two sets of following original documents (in English) for each system: a. Operator manuals, maintenance manual/ technical manuals, IPCs,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-I to Annex B.	
9	**TRAINING** a. Following courses are to be conducted by the seller for 10 days.	

S No	TYPE OF COURSE	VENUE
(1)	Operator Course for 15 Personnel	At Pakistan
(2)	Maintainer Course upto onboard maintenance level including software/computer based training with respect to interfacing with other systems for 10 Personnel.	At Pakistan
(3)	Maintainer Course for enabling them to carry out	Onboard Ships

		routine maintenance of the equipment for 10 Personnel.	(if req)
	(4)	Depot Level training and Test Equipment for PN Dockyard Personnel for ¾ Level Maintenance	In Pakistan

Firms Reply

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 with in 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 seller will guarantee to supply the necessary spares including components, ICs application Specific ICs (ASICs) alongwith embedded software and backup if applicable for next 10 years from the date of final acceptance of the system by PN. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment should preferably be supportable in Pakistan through the respective local authorized after sales service centers for such items.

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

c. Supplier/ seller 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/seller.

d. In case of discontinuation of production of any component/part as result of obsolescence or development of upgraded version, the seller is to inform the buyer atleast one (01) year in advance. The seller will ensure the provision of such components/parts as demanded by the buyer 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

		Firms Reply
	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 seller 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 seller 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.	**CUSTOMISED COMPONENTS**: The Seller 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.	**WARRANTY/ GUARANTEE** a. Supplier is to guarantee that product is as per specs of the contract. b. Complete equipment including (Software/ Hardware and related accessories are to be warranted by the Supplier for a period of02years, for all defects from the date of final acceptance by PN without any additional cost. 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 dealerwill 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 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. 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	

		Firms Reply
	PN due non provisioning of replacement of items against warranty claims. h. Any up-gradation/ modification/ repair maintenance done during warranty period in hardware or software is to be incorporated without any additional cost by the OEM/ supplier.	
14.	**INTERFACING** The Supplier is to render certificate of compatibility of equipment proposed with existing cipher machines and data terminal equipment in use within PN. Details of these (if required) can be obtained from Naval Headquarters. Proposal received without the requisite certificate will not be entertained.	
15.	**AGENT COMMISSION DECLARATION CERTIFICATION/ INTEGRITY PACT** 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 Seller 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/stockiest will not be acceptable.	
16.	**PACKING AND MARKING** 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.	

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		Firms Reply
	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.	**CHECKING OF STORES AT CONSIGNEE'S END** 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 buyer 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.	**LONG TERM SECURITY GUARANTEE** The Supplier should ensure complete confidentiality regarding supply of equipment to PN and knowledge about PN systems.	
19.	**BUY BACK OF SPARE PARTS** The seller 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 Buyer, within 10 years from the final acceptance of the equipment/system.	
20.	**PROVISION TO BUY ADDITIONAL SYSTEMS** 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.	**CUSTOMER BASE** 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	**PAYMENT TERMS** Following general payment terms are applicable; however, same shall be finalized during contract negotiations: a. 60% payment on completion of following: (1) Delivery of stores at purchaser's nominated site.	

	(2) Successful Joint Inspection report without any discrepancies. (3) Provision of relevant Documentsi.e Invoice, Bill of lading etc 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	**Firms Reply**
23.	**PRICE VARIATION** AS PER DP-1 CLAUSE 26.	
24.	**OBSOLESCENCE** 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 10 (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 without any additional cost 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 five (05) 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.	**LIQUIDATED DAMAGES** AS PER DP-1 CLAUSE 30.	
26	**AMENDMENT IN QUANTITY OF STORES** 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.	**RISK PURCHASE** AS PER DP-1 CLAUSE 31.	

28.	**KPT/ PORT/ WHARFAGE/ ALLIED CHARGES** 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.	**Firms Reply**
29.	**LIABILITY** 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.	**ARBITRATION** Parties shall make their attempt to settle all disputes arising under this contract through friendly discussions in good faith. In the event that either party shall perceive such friendly discussion to be making insufficient progress towards settlement of dispute at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below: a. The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Laws. b. The venue of arbitration shall be the place from where the contract is issued or such other places as the Purchaser at his discretion may determine. c. The arbitration award shall be firm and final and binding on both the parties to the contract. d. In case of arbitration the contract shall be continuously be executed accept that part which is under arbitration. e. All proceedings under this clause shall be conducted in English language and in writing.	
31.	**FORCE MAJEURE** **AS PER DP-1 CLAUSE 27.**	
32.	**PERFORMANCE BANK GAURANTEE** **AS PER DP-1 CLAUSE 20.**	

		Firms Reply
33.	**INSPECTION** 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 b. Stores will be inspected upon receipt at NSD.	
34.	**PENALTY** 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 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.	
35.	**DISCREPANCY** AS PER DP-1 CLAUSE 25.	
36.	**INTEGRITY PACT** AS PER DP-1 CLAUSE 21 AND INTEGRITY PACT CERTIFICATE IS REQUIRED AS PER FORMAT AT ANNEX F TO DP-1.	
37.	**SECRECY / NON DISCLOSURE AGREEMENT** AS PER DP-1 CLAUSE 35 AND NON DISCLOSURE AGREEMENT IS REQUIRED AS PER FORMAT AT ANNEX F TO DP-1.	
38.	**INDEMNITY** The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any rights protected by Patent, Registration of Design or Trade Mark and shall take all risks of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract provided always that in the event of any claim in respect of alleged breach of Patent, Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.	

		Firms Reply
39.	**SUBLETTING** The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other firm/party without prior written permission of the Purchaser.	
40.	**TERMINATION** AS PER DP-1 CLAUSE 33.	
41.	**COMPENSATION ON BREACH OF CONTRACT** AS PER DP-1 CLAUSE 32.	
42.	**CERTIFICATE OF CONFORMANCE** Supplier/ 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 beE-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.OEM CoC (Certificate of Conformity) must have following information: a. Description of Store along with Quantity. b. Part/ Pattern No of Stores. c. Manufacturer Identification (Name Address and Contract No). d. Date/ period of manufacturing. e. List of Serial Numbers, Batch Number or Lot Numbers as embossed/ engraved on the stores (as applicable). f. Details of Test Reports (FATs/ OEM Lab Test Report) along with dates and tests conducted (as applicable). g. Details of third party testing authority (if their services used). h. List of safety/ regulatory standards (as applicable). j. Conformance to Standard/ Specifications quoted in the Contract.	
43.	**CONTRACT COMPLETION CERTIFICATES** Upon completion of all contractual obligations under this Contract, the Supplier shall submit a "No Demand Certificate" to the Purchaser stating that no stores/ goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a "No Objection Certificate" that the requirement placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Specimen of Contract Completion Certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.	
44.	**CONSIGNEE** The Commanding Officer Naval Store Dept at PN Dockyard KARACHI Ph: 48508500 at NSSD West Wharf Road E-Mail: CCD-I@PAK.NAVY.COM C/O Commanding Officer Embarkation Headquarter(N) Postal Address KARACHI at NSSD West Wharf Road KARACHI PH: 021-48509437 & 48508589	

		Firms Reply
	DISTRIBUTION OF DOCUMENTS ON SHIPMENT BY THE FIRM 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.	**SHIPPING INSTRUCTIONS** 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. listed below: (1) Bill of Lading/ AWB (in original) as applicable. (2) Nomenclature and packing list of the cargo (in original). (3) Correct address of the consignee. (4) Name of ship or Airline or Airfreight Company as applicable. (5) Expected Date / Time of arrival. (6) Quantity, dimension and weight of the cargo. (7) Sea/Airport of discharge as applicable.	

47.	**MISCELLANEOUS**	**Firms Reply**

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 updates 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 acceptedon 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 un suitable or highlights any observations pertaining to security issues against any of the participating vendor/ firm.

		Firms Reply
48.	**Evaluation Finalization for Contract Award** 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.	**PRICES OF THE ITEMS AND BID DISCOUNT** 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.	**INTELLECTUAL PROPERTY RIGHTS** Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.	
51.	**TRANSFER OF TITLE AND RISK** Risk of loss and damage to the Equipment shall be transferred to the Purchaser according to the 'INCOTERM 2020 used in the Contract.Title to the Equipment shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.	
52.	**EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)** a. Directorate of Radio communication is the End User. b. 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. c. 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 (Project Implementation Directorate) 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. d. 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. e. 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	

		Firms Reply
	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. f. 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. g. End User Certificate, if required, by supplier for export of item to Pakistan shall be provided on written request of Supplier by End User. 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.	**OWNERSHIP OF CONTRACT** In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that: a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract	
54.	**CERTIFICATION REQUIREMENT** 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.	
55.	**QUALITY STANDARDS** 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.	
56.	**LANGUAGE, MEASUREMENTS AND WORKING METHOD** All drawings, data-files in soft media, Man-Machinery Interface (MMI) of software and hardware, all marking and	

		Firms Reply
	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.	
57.	**TECHNICAL SCRUTINY** Technical scrutiny of quotations forwarded by the Supplier shall be carried out by a committee nominated by NHQs. Detailed specifications along with broucher/ drawing of the equipment accepted during Technical Scrutiny (TS) process are subsequently included in the final contract document to facilitate inspection/acceptance process	
58.	**BIDDING PROCEDURE** **AS PER DP-2 CLAUSE 9.**	
59.	**INSURANCE** 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	
60.	**FAULT DIAGNOSIS** Facility w.r.t viability of offered communication sets w.r.t undertaking fault diagnosis of procured communication sets may be provided, so as to ensure cost effective Through Life Supportability.	

APPENDIX-I TO ANNEX B TO
INDENT NO: 2690424
DATED: 09 SEP 26

REQUIREMENT OF DOCUMENTATION & MANUALS FOR EQUIPMENT

S No	Details of Documentation & Manuals	Firms Reply
1.	**REQUIREMENT OF DOCUMENTATION** 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 be standardized in accordance with Military Specification MIL-M-15071H (NAVY) containing requirement and format of manuals covering all aspects of operations, troubleshooting, schedule maintenance, workshop repair and IPC etc for all types of equipment and systems: (1) **Manuals.** (a) Operator Manual (b) User Manual (c) Maintenance Manual (d) Workshop Manual (e) Technical Manual (f) Installation Manual (2) **Catalogues.** 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) **Documents.** (a) Test Equipment/Tools. (b) Part Identification Lists (PILS). (c) Illustrated Parts Catalogues (IPCs). (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) **Drawings** (a) Installation drawings. (b) Circuit diagram. (c) Component layout diagrams of PCBs. (d) Schematic diagrams for track verifications and physical connections. (e) Test fixtures.	

		Firms Reply
2.	**CONTENTS/DETAILS OF VARIOUS DOCUMENTATION/MANUALS**	

a. The details of technical contents which should be included in the documentation are as under:

(1) **Operating Manual**. This document should provide detailed operating procedures for the sets and use of the accompanied accessories.

(2) **Installation Manual**. 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) **Maintenance Manual**. This document should include following:

(a) Technical data / specifications & general technical description of the equipment/system, including its all sub assemblies /sub system. List of tools/ test equipment required for preventive maintenance of the 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**

(a) Complete documentation (fully commented) to support all aspects of software maintenance alongwith the source code both in hard and soft from.

(b) provisioning of softwatre development Kit (SDK); in respect of programmable devices like FPGAs, CPLDss and PCLs etc.

(5) **IPC(IF APPLICABLE)** It should contain exploded view of assemblies & sub-assemblies alongwith 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 alongwith 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 / firmware 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) **List of Onboard Spares** List of onboard spares to support level 1 and 2 maintenance alongwith consumables for machinery/equipment upto 1 year. (8) **List Of Depot Spares** List of depot stores to support level 1-4 maintenance for one complete maintenance cycle of three years. (9) **Project Definition Document (PDD)** Project Definition Document is to be provided by the seller 03 months after contract effective date.	**Firms Reply**

DP-3

Tender No .....

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

To:

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

Dear Sir,

1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day or 30th June whichever is later 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 light of DDP&I-35 (Edition 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 Annexes have been added to and form part of this tender:

a. Technical Specifications (Annex A to DP-2)
b. General Terms & conditions of the contract (Annex B to DP-2)
c. _____
d. _____
e. _____

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.