# TENDER DOCUMENTS CAN BE OBTAINED FROM DIRECTORATE OF CENTRAL PROCUREMENT, PAC

## Tender No: PACB/741/62461003/0992/P-1
## PROCUREMENT OF PAINTING MATERIAL FOR MIRAGE AIRCRAFT

1. The details of tender can be obtained by hand or via Email (adcppre1@pac.org.pk) from Dte of Central Procurement, PAC Kamra (Telephone No. 051-9099-2576) after provisioning of under mentioned documents.

(a) Formal request on Firm's letter head pad duly signed by authorized signatory.

(b) **NON – DISCLOSURE AGREEMENT:** The firm will provide Non-Disclosure Agreement as per attached format on (fresh) **Judicial Stamp Paper** of **Rs. 100/-.**

(c) Copy of firm's NTN, ATL & STRN is required to be provided.

**General Instructions:**

(a) Abovementioned documents are required to submit in hard copy, however soft copy may be forwarded on email (adcppre1@pac.org.pk) for obtaining of tender documents, followed by hard copy through registered mail / in person.

(b) No firm / vendor will be considered without submission of abovementioned documents in hard copy duly signed by authorized signatory.

(c) Firms / vendors are not to forward tender documents to any other firms for participating purpose. The firm will ensure not to transfer any information in soft / hard form to any other firm or third party.

(d) Any firm to whom tender documents was not issued by this directorate, cannot participate in tender proceedings & quotation of such firms will not be entertained and strict disciplinary action will be initiated against said firms.

2. Date & time of submission of tenders before **1030 Hrs** on **07 December, 2026**.

**Note:** Past performance of the firms will be considered.

Asstt Dir Central Proc
PAC, Kamra
Tel Ext: 051-9099-2576

# NON-DISCLOSURE AGREEMENT

Supplier information I Disclosing Party

Supplier Address:
Tel:
Fax:
Email:

User Information I Receiving Party

**Pakistan Aeronautical Complex, Kamra**
Directorate of Central Procurement
Tel: +92-051-9099-2576

This Understanding Certificate stipulates the pre-term and conditions agreed and signed between M/s _____ and **Pakistan Aeronautical Complex, Kamra,** Directorate of Central Procurement Contract No _**0992/P-1**____dated__ _____. The design, production, testing/ qualification files pertaining to this contract are shared (and its amendments, if any) including Technical Scrutiny Report (TSR), Acceptance Test Producers (ATPs), PCB Gerber files and Bill of Material (BOM), Mechanical design files and BOM, and all other files related to production, testing and qualification.

**Definitions:**

1. In this Agreement: -

(a) **"Agreement"** shall mean this Non-Disclosure Agreement, including the Recitals.

(b) **"Applicable Law"** shall mean all laws, regulations regulatory requirements, directives, orders, and codes of practice of any relevant jurisdiction applicable to this Agreement as amended and in force from time to time.

(c) **"Commencement Date"** shall mean the date on which this Agreement is signed by both the Parties or as per already signed contract if any.

(d) **"Confidential Information"** shall mean any sensitive information (regardless of form or format, and including, but not limited to, design, processes, drawings, specifications, data, trade, secrets, software, know,-how) in the care, custody or control of a Party which is disclosed to or observed by the other Party which is either regarded by the Disclosing Party as confidential and which is notified to the Receiving Party or is disclosed to or observed by the Receiving Party in circumstances in which the Receiving Party ought reasonably to be aware that the Disclosing Party regards the information as confidential, and, in any case, when disclosed orally or visually, is identified as confidential at the time of disclosure and is promptly (within thirty (30) days at the latest) confirmed and designated in writing as Confidential Information of the Disclosing Party with all protection and restriction as to use and disclosure applying during such thirty (30) days period and includes but is not limited to: -

(e) Any information which is marked **'Confidential'** or **'Proprietary** of Pakistan Aeronautical Complex, Kamra **'** or marked with any other proprietary marking or which is or could be classified matter under the relevant Pakistani Laws and other law as applicable;

(f) Any information that is protected by as user identification, password or other authentication mechanism; and/or

(g) Any information relating to products, technology, processes, specifications, invention or design, whether patentable or not, used or developed by the Disclosing Party and trade secrets, knowledge, know-how and information of a commercially sensitive nature; and/or

(h) The planned or actual financial or business affairs of the Disclosing Party or customers of the Disclosing Party.

(j) **"Disclosing Party"** shall mean that party which directly or indirectly provides or makes available confidential Information to the other in connection with this Agreement.

(k) **"Keep Confidential"** shall mean not disclosing, using, publishing, communicating, copying, duplicating, causing to be communicated or making available, or any attempt to facilitate or permit these acts to persons who are not parties to this Agreement, except in accordance with this Agreement and unless otherwise agreed in writing by the Parties.

(l) **"Receiving Party"** shall mean that party which receives or obtains Confidential Information directly or indirectly from the Disclosing Party in connection with this Agreement.

(m) **"Cyber Security"** The firm will ensure not to transfer any information in soft / hard form to any other firm or third party. The firm will also ensure to keep all confidential documents safe in order to avoid any cyber security threat and avoid upload any contract or detail related to contract on Electronic, Print & social media.

**Obligations and Restrictions on Disclosure**

2. The Receiving Party hereby undertakes to:

(a) Keep Confidential and not disclose to any third party any Confidential Information which may come to its knowledge, either directly or indirectly, except upon express written authorization of the Disclosing Party and use the same degree of care as it uses to protect its own Confidential Information, but in no case less than reasonable care; and

(b) Use Confidential Information only to carry out the obligations relating to the purpose of this Agreement; and

(c) Ensure that any Confidential Information will only be disclosed to its employees, advisors, consultant and contractors on a "need to know" basis; in such case, upon request of the Disclosing Party, the Receiving Party shall notify in writing the identity of the persons to which the Confidential Information is going to be disclosed and the Receiving Party shall ensure compliance by such employees, advisors, consultants and contractors with the rules of confidentially and protection herein provided; and

(d) Implement all the necessary measures to prevent that its employees, advisors, consultants and contractors may disclose or divulge Confidential Information to third parties; and

(e) Promptly notify the Disclosing Party of any unauthorized use of disclosure of Confidential Information and cooperate with the Disclosing Party's efforts to prevent further unauthorized use or disclosure; and

(f) Not remove and/or modify any proprietary or confidential marking on the Confidential Information; and

(g) Comply with Applicable Law on information security, with particular reference to the laws on privacy; and

(h) Cease to use, copy or reproduce any Confidential Information upon written demand by the Disclosing party.

(j) All type of shared information, documentation, modules will not be disseminated to any third party in any form. The documentation including codes, sketches, results, analysis sheets etc. will not be reproduced/ published or shared in any form i.e. electronic and hard copy. The photocopy of any paw page/section will not be made in any case.

(k) Any Involved party shall be liable for legal obligations in case of any breach/violation mentioned above. This Agreement may only be modified by a writing signed by an officer of the party to be bound. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, the remainder of the Agreement will continue in full force and effect, and the invalid provision shall be restated to most nearly give effect to its stated intent.

(l) Return all documentation to Dte of Central Procurement PAC, Kamra after feasibility and approved utilization (if applicable).

4. In addition to provisions set forth under Clause 3, the [Receiving Party] agrees to:

(a) Protect the paper or electronics Confidential Information by implementing all the necessary measures to prevent unauthorized access (i.e. Confidential paper data should be kept in a safety box, while Restricted paper data should be locked in drawers or cabinets; it is highly recommended to keep Confidential and Restricted electronic data in a segregated technical infrastructure with adequate peripheral security systems);

(b) Do not duplicate confidential and restricted data and exercise strict control in the event of duplication and/or printing of internal Data;

(c) Use suitable means (e.g. a shredder machine for the paper format) in case where the data must be deleted or destroyed;

(d) Provide immediate notice to Dte of Central Procurement PAC, Kamra in the event of a security incident concerning any Confidential Information of Dte of Central Procurement PAC, Kamra specifying the circumstances of the event and the data involved.

**Nothing in this Agreement shall require the Receiving Party to Keep Confidential or otherwise maintain the confidentiality of the Confidential Information disclosed, for the Purpose of this Agreement, if:**

The release and/or the use and/or the disclosure of the Confidential Information is approved and authorized in writing by the Disclosing Party.

**Duration**

5. Without prejudice to Clause above, Agreement shall remain in full force and effect from the Commencement Date for a **period of [25] years** after which it shall automatically expire.

**Return of Confidential Information**

6. In case of expiration and/or termination of this Agreement, the Receiving Party shall lose all the rights to receive, possess and/or make use of Confidential Information provided by the Disclosing Party.

7. In case of expiration and/or termination of this Agreement, or upon written instruction of the Disclosing Party issued at any time during this Agreement, the Receiving Party shall:

(a) Promptly and irretrievably return or delete, as the case may be any confidential Information stored on any magnetic or optical disk or memory and all information derived from such sources which is in its possession or under its control; and

(b) Not retain copies, extracts or reproductions, in any form or means, of Confidential Information, which the Disclosing Party has required the restitution or destruction of as provided for in clause 3 (h); and

(c) Provide, upon requested of the Disclosing Party, a signed statement that it has complied in full with its obligations under this Clause-7, together with such reasonable evidence of its compliance, as the Disclosing Party may request.

**Assignment**

8. Neither Party may assign or transfer this Agreement as well as any of the rights or obligations arising thereunder, other than for the purpose of any internal corporate reconstructions, re-organization or merger, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**Equitable Relief**

9. The Receiving Party acknowledges that any breach or infringement of this agreement may cause serious harm to the Disclosing Party, the amount of which may be difficult to ascertain, and therefore agree that the Disclosing Party shall have the right to apply to any competent court for an order restraining and enjoining any such further infringement and for such other relief as the Disclosing Party deems appropriate. This right of the Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party. In no event, however, shall either party or any of its respective officers, directors or employees be liable to the other Party hereunder for any indirect, consequential, multiple or punitive damages.

**Rights on Confidential Information**

10. It is expressly understood and agreed by the Parties that;

(a) Any Confidential Information exchanged under this Agreement shall remain the property of the Disclosing Party; and

(b) The disclosing and provision of Confidential Information under this Agreement by either Party to the other Party shall not be constructed as granting to the Receiving Party any rights, whether express or implied, by license or

otherwise, on the matters, inventions or discoveries to which such Confidential Information pertains or any copyright, trademark or trade secrets; and

(c) All the intellectual property rights pertaining to Confidential Information and data disclosed under this Agreements shall, subject to any right of any other owner, be and remain the property of the Disclosing Party; and

(d) The Receiving Party shall under no circumstances obtain any right on the Disclosing Party's patents, trademark or know-how by reason of this Agreements or by disclosure of Confidential Information hereunder.

**Governing Law and Jurisdiction**

11. It is agreed by the Parties that;

(a) This Agreement shall be governed by and construed in accordance with the laws of Pakistan, without recourse to its conflict of law provisions.

(b) These parties hereby agree to enter into good-faith negotiations to resolve any dispute arising from and/or in connection with this Agreement. These parties agree to attempt resolution of any claim or dispute before the Parties' respective senior management bodies. If after two weeks such claim or dispute has not been resolved to the mutual satisfaction of the Parties, such claim or dispute shall be submitted to the Parties' respective executive management bodies. If after two weeks such claim or dispute has not been resolved to the mutual satisfaction of the Parties, the Parties hereby agree that said dispute shall be finally settled by the exclusive jurisdiction of the Courts of Pakistan.

**Relationship**

12. It is agreed by the Parties that;

(a) This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligation of the Parties shall be limited to those expressly set forth herein.

(b) Nothing in this Agreement shall grant to any Party the understanding and/or the right to make any commitment of any kind, whatsoever, for or on behalf of each Party, without the written consent of the other Party.

(c) This Agreement is not intended to create any obligation on the Parties to enter into any future agreements(s).

(d) The execution, existence and performance of this Agreement shall be kept confidential by the Parties here-to and shall not be disclosed by any Party without the prior written consent of the other Party.

**Waiver**

13. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. For the avoidance of doubt, no single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two counterparts by their duly authorized representatives and each counterpart shall be deemed to be an original copy of this Agreement.

| | |
|---|---|
| _____ | Supplier: |
| Pakistan Aeronautical Complex, Kamra | Address: |
| Dated: - | Dated: - |
| Directorate of Central Procurement | |
| Dated: - | |

**Declaration of Ultimate Beneficial Owner Information for Public Procurement Contracts.**

1. Name
2. Fathers Name/ Spouse Name
3. CNIC/ NICOP/ Passport No
4. Nationality
5. Residential Address
6. E mail Address
7. Date on which shareholding control or Interest acquired in the business
8. In case of indirect shareholding, control or interest being exercised through intermediary, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Name | Legal form (company/Limited Liability partnership/ Association of persons/ Single Member Company/ Partnership Firm/ Trust/ Any other individual, Body corporate (to be specified) | Date of Incorporation/ Registration | Name of registering Authority | Business Address | Country | E-mail Address | Percentage of shareholding control or interest of BO in the legal person or legal arrangement | Percentage of shareholding control or interest of legal person or legal arrangement in the company | Identity of natural person who ultimately owns or control the legal person or arrangement |
| | | | | | | | | | |

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|
| Name and Surname (in block capital) | CNIC No. (in case of foreigner, passport No) | Father's / Husband name in full | Current Nationality | Any other nationality | occupation | Residential address in full or the registered / principal office address for a subscribers other than natural person | Number of shares taken by cash subscribe (in figures and words) |
| | | | | | | | |

10. Any other information incidental to or relevant to beneficial owner (s).