

Tender Covering Form

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

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

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

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

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

Sealed Envelop 1 – Technical Offer in Duplicate

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

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

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

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

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

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

Firm's Authorized Signatures _____

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

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

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Bahria Gate: 0331-5540649
Section: 051-9262309

Email: dpn@paknavy.gov.pk
adpn31pre@paknavy.gov.pk

M/s _____

Date _____

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madam,

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

2. **Caution:** This tender and subsequent contract agreement awarded to the successful bidder is governed by the rules / conditions as laid down in PPRA Rules-2004 and DPP&I-35 (Revised 2024) covering general terms & conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 (www.ppra.org.pk) and DPP&I-35 (Revised 2024) (print copy may be obtained from DGDP Registration Cell on Phone No. 051-9270967 before participating in the tender. If your firm / company possesses requisite technical as well financial capability, you must be registered or willing to register with DGDP to qualify for award of contract, which shall be made after security clearance and provision of required registration documents mentioned in Para 15 of this DP-1.

Understood
agreed

Understand
not agree

3. **Conditions Governing Contracts.** The 'Contract' made as result of this IT (Invitation to Tender) i.a.w PPRA Rules 2004 shall mean the agreement entered into between the parties i.e. the 'Purchaser' and the 'Seller' on Directorate General Defence Purchase (DGDP) contract Form "DP-19" in accordance with the law of contract Act, 1872 and those contained in Defence Purchase Procedure & Instructions and DP-35 (Revised 2024) and other special conditions that may be added to given contract for the supply of Defence Stores / Services specified herein.

Understood
agreed

Understand
not agree

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

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

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

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agreed

Understood
not agreed

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

(Legend: C = Fully Comply, PC = Partially Comply, NC = Not Comply)
(Firms must clearly identify where their offer does not meet or deviates from IT Specs)

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

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 envelopes clearly marked "Technical proposal", "Commercial proposal" in bold. The commercial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed bearing of the bidder. Each cover shall indicate type of offer, number and date of IT and IT opening date. Thereafter both the envelopes (technical and commercial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, issuance date of IT and No, with its opening date. This should be further placed in another cover (third cover), addressed and indicated in the tender documents, without any indication that there is a tender within it

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agreed

Understood
not agreed

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 Bahira Gate

Near SNIDS Centre,

Naval Residential Complex E-8

ISLAMABAD

Contact: Reception: 051-9262306

Bahria Gate: 0331-5540649

Section: 051-9262309

Email: dpn@paknavy.gov.pk

adpn31pre@paknavy.gov.pk

5. **Date and Time For Receipt of Tender.** Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. **Tenders received after the appointed/ fixed time will NOT be entertained.** The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9262306 well before the opening date / time.

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

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

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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 with discount.

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Understood
not agreed

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

<p>9. <u>Quoting of Rates.</u> Only one rate will be quoted for entire quantity, item wise. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, DP(N) reserves the right to reject such offers on-spot besides confiscating firm's Earnest Money / Bid Security and take appropriate disciplinary action. Conversion rate of FE/LC components will be considered w.e.f. opening of commercial offer as per PPRA Rule-30(2).</p>	<p>Understood agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>
<p>10. <u>Return of IT.</u> ITs are to be handled as per following guidelines:</p> <p>a. For registered firm(s), case will be referred to DGDP for necessary administrative action if firms registered & indexed for tendered items/stores do not quote / participate.</p>	<p>Understood agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>
<p>b. It is a standard practice to invite all firm(s) including those un-registered with DGDP who gave their preliminary budgetary/ technical proposals to end users / indenters. If your firm has been invited to participate in the tender, you must either participate in tender. In case of your inability to do so, you must inform DP (Navy) by a formal letter/email.</p>	<p>Understood d agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>
<p>11. <u>Withdrawal of Offer.</u> Firms shall not withdraw their commercial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.</p>	<p>Understood agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>
<p>12. <u>Provision of Documents in case of Contract.</u> In case any firm wins a contract, it will deposit following documents before award of contract:</p>	<p>Understood agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>
<p>a. Proof of firm's financial capability.</p> <p>b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.</p> <p>c. Principal/Agency Agreement.</p> <p>d. Registration with DGDP (Provisional Registration is mandatory)</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>13. <u>Treasury Challan.</u></p>		
<p>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.</p>	<p>Attached</p> <input type="checkbox"/>	<p>Not Attached</p> <input type="checkbox"/>
<p>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).</p>		
<p>14. <u>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:-</u></p>	<p>Attached</p> <input type="checkbox"/>	<p>Not Attached</p> <input type="checkbox"/>
<p>a. <u>Submitting improper Earnest Money.</u> 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.</p>		

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

- (i) **Registered/Indexed/Pre-Qualified Firms.** 2% of the quoted value subject to maximum ceiling of Rs. 0.500 Million.
- (ii) **Registered/Pre-Qualified but Un-indexed Firms.** 3% of the quoted value subject to maximum ceiling of Rs.0.750 Million.
- (iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 1.000 Million.

c. **Return of Earnest Money**

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

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

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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.	Three PP size Photographs for each member of management.
e.	Challan Form	Challan Form
f.	Bank Statement for last one year.	Financial standing/audit balance sheet
g.	Photocopy of NTN	Photocopy of passport
h.	Foreign Principal Agency Agreement in case of local agent.	Agency Agreement in case of Trading House/ Company/ Exporter /Stockiest etc.

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

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

Understood
agreed Understood
not agreed

18. **Documents Required.** Following documents are required to be submitted along with the quote: (As per Annex A-I Para 7)

- a. OEM/Authorized Dealer/Agent Certificate along with **OEM Dealership Evidence.**

b. The manufacturer shall provide correct and valid email and fax no. to CINS and DP (N). Supplier/contracting firm shall either provide OEM Conformance Certificate to CINS or is to be e-mailed to CINS under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.

c. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax/duty.

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

(iv) Agent commission/profit, if any.

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

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

a. 1st rejection on Govt. expense

b. 2nd rejection on supplier expense

c. 3rd rejection contract cancellation will be initiated.

Understood
agreed

Understood
agreed

20. **Security Deposit/Bank Guarantee.** To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days after signing of contract by both parties and remain valid for upto 60 days after completion of warranty period and remain in force till one year ahead of the delivery date given in the contract. If delivery period is extended, the supplier shall arrange the extension of Bank Guarantee within 30 days after the original delivery period to keep its validity always one year ahead of the extended delivery period. The BG form can be obtained from DP(N) on e-mail address given on page 1. Format of BG is enclosed at Annex B.

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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

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not agreed

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

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

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

c. It is strictly forbidden to socialize, call or meet any official / staff of DP (Navy) in private or during off hours. If any official / staff from Purchaser side asks for any undue favour or gratification directly or indirectly, the matter is to be immediately brought to the personal notice of Director Procurement (Navy) on Tel: 051-9262306 or through a personal meeting in office. Privacy of firms and their Reps sharing such information will be guaranteed without any prejudice to their normal business activities.

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

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

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

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25. **Discrepancy.** The consignee will render a discrepancy report to all concerned within 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

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not agreed

26. **Force Majeure.**

a. The supplier will not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, War, Civil commotion, Strike, Lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the supplier over which events or circumstances the supplier has no control. In such an event the supplier shall inform the purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/happening in writing. Non-availability of raw material for the

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manufacture of stores, or of export permit for the Contracted stores from the country of its origin, shall not constitute Force Majeure.

b. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance within 30 days from the start to force majeure event.

c. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by the Supplier.

d. Where the delay was due to genuine force majeure event it shall extend the delivery for a period of equal to the period in which such force majeure remains operative.

e. Such extension in delivery period, due to force majeure, shall not entitle the Suppliers to claim any extra from the Purchaser.

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

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a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.

b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.

c. The arbitration award shall be firm and final.

d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration

e. All proceedings under this clause shall be conducted in English language and in writing

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

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Understood
not agreed

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

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

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

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

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33. **Termination of Contract.**

a. If at any time during the currency of the contract the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of Non-Delivery) he shall have right to do so by giving the Supplier a registered notice to that effect. In that event the Purchaser will accept delivery at the contract price and terms of such stores/goods/services which are in the actual process of manufacture that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.

Understood
agreed

Understood
not agreed

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

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

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

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

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

the right to terminate/cancel the contract fully or in part without any cost and expense (RE) of the Supplier.

<p>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).</p>	<p>Understood agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>
<p>35. Application of Official Secrets Act, 1923. All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.</p>	<p>Understood agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>
<p>36. Acknowledgment. Firms will send acknowledgement slips within 07 days from the date of downloading of IT from the PPRA Website i.e. WWW.PPRA.ORG.PK</p>	<p>Understood agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>
<p>37. Disqualification. Offers are liable to be rejected if:-</p>		
<p>a. Received later than appointed/fixed date and time.</p> <p>b. Offers are found conditional or incomplete in any respect.</p> <p>c. There is any deviation from the General /Special/Technical Instructions contained in this tender.</p> <p>d. Forms DP-1, DP-2 (along with Annexes), and DP-3 duly signed, are NOT received with the technical offer.</p> <p>e. Taxes and duties, freight/transportation and insurance charges NOT indicated separately as per required price breakdown mentioned at Para17</p> <p>f. Treasury challan is NOT attached with the technical offer.</p> <p>g. Multiple rates are quoted against one item.</p> <p>h. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.</p> <p>j. Subject to restriction of export license.</p> <p>k. Offers (commercial/technical) containing non-initialed/unauthenticated amendments/corrections/overwriting.</p> <p>l. If the authorization letter/agency/dealership distribution agreement is not attached or if the validity of the same is expired.</p> <p>m. The commercial offer against FOB/CIF/C&F tender is quoted in local currency and vice versa.</p> <p>n. Principals invoice in duplicate clearly indicating whether prices quoted are inclusive or exclusive of the agent commission is not enclosed.</p> <p>p. Earnest money is not provided.</p> <p>q. Earnest Money is not provided with the technical offer (or as specified).</p> <p>r. If validity of offer is not quoted as required in IT or made subject to confirmation later.</p> <p>s. Offer made through Fax/E-mail/Cable/Telex.</p> <p>t. If offer is found to be based on cartel action in connivance with other sources/ participants of the tender.</p> <p>u. If OEM and principal name and complete address is not mentioned.</p> <p>v. Original Principal Invoice is not attached with offer.</p>	<p>Understood agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>
<p>38. Appeals by Supplier/Firm. Any aggrieved Supplier/Firm against the decision of DP (N) or CINS or any other problematic area towards the execution of the contract may prefer an Appeal to Standing Appeal Committee (SAC)</p>	<p>Understood agreed</p> <input type="checkbox"/>	<p>Understood not agreed</p> <input type="checkbox"/>

comprising TN Officers and military finance top at Naval Headquarters, Islamabad.
The detail and timeline for preferring appeals is given below:

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

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

Understood
agreed

Understood
not agreed

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

Understood
agreed

Understood
not agreed

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

aa. I V L LIMITED

ab. Memorandum of Articles

ac. Form 29 and Form A

ad. Incorporation Certificate

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

Understood
agreed

Understo
not agree

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

Understood
agreed

Understo
not agree

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

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRM'S NAME: M/s _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced new in accordance with approved drawings/specification and in all respect in accordance with the terms of the contract, and the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, as also in accordance with the terms of complete of good workmanship throughout and that we shall replace FOB/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/DPP Karachi (As the case may be in currency in with received).
3. This warranty shall remain valid for **10 Years** for all defects in hardware and for any bugs found in operations.

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



SIGNATURE _____

DATE _____

PLACE _____

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

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

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

Sir,

1. Whereas your good self have entered into Contract No. _____ dated _____ with Messer's _____
(Full Name and Address)

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

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

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

b. To keep this Guarantee in force till _____.

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

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

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

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

AFFIDAVIT/UNDERTAKING
(WORTH RS, 100/- ON JUDICIAL STAMP PAPER)

Mr _____ Authorized signatory/
Partner/MD of M/s _____, do hereby solemnly affirm to DGP
(Army), DP (Navy), DP (Air) and Directorate General Defence Purchase, Ministry
of Defence Production, Rawalpindi that our firm M/s _____
has applied for registration with Director General Defence Purchase (DGDP) duly
completed all the documents required by registration section on _____ (date)
i.e before signing the contract. I certify that the above mentioned statement is
correct. In case it is detected on any stage that our firm has not applied for
registration with Director General Defence Purchase or statement given above is
incorrect, our firm will be liable for disciplinary action initiated (i.e debarring, the
firm do business with other Defence Establishment and Govt. Agencies). I also
accept that any disciplinary action taken will not be challenged in any Court of
Law.

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

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1. Schedule to Tender No. 2590082/B-2602/310507 dated 02-02-2026. This tender will be closed for Acceptance at 1030 Hours and will be opened at 1100 Hours on. 31-03-2026 Please drop tender in the Tender Box No 201.

2. You are requested to please use this Performa for price quotation, fill in the prices, affix your stamp on the same, sign it and forward it in original as your Commercial offer along with the covering letter of your firm. If you do not use this form as price quotations your offer might be rejected.

3. You are requested to please attach DP-1 and DP-3 alongwith your quotation duly signed & stamped. Same are available at www.ppra.org.pk.

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1.	MULTI BAND NETWORKING RADIOS WITH ACCESSORIES <u>TECHNICAL SPECIFICATION</u> : As per Annex A <u>GENERAL TERMS & CONDITION</u> : As per Annex B	50		
Above mentioned price includes 9.43% Fright & Insurance Charges in USD		Yes		No
Grand Total				

Terms & Conditions

1. **Terms of Payment.** As per Annex B (Para-2)

2. **Origin of Stores.** _____

3. **Origin of OEM.** _____

4. **Technical Scrutiny Report.** Required.

5. **Delivery Period.** 08 Months

6. **Currency.** USD

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

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

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

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

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

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

(iii) **Unregistered/not Pre-Qualified/Un-indexed Firms.** 5% of the quoted value subject to maximum ceiling of Rs. 1.00 Million.

b. Photocopy of EM must be attached with Technical Offer as proof after hiding the amount with black Bold Marker.

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.**

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

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

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

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

d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on active Taxpayers List (ATL). No payment will be released by CMA (DP) unless

Latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.

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

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

g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP)) is to be attached **in separate envelop in sealed condition with the Technical offer**. Photocopy of the

same shall also be attached with DP-2 as a testimony. **Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.**

h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.

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

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

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

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

ANNEX A TO

INDENT NO 2590082

DATED 02 Feb 26

	<u>TECHNICAL SPECIFICATIONS – MULTI BAND NETWORKING RADIOS</u>	Firms' Reply
S No	<u>PARTICULARS GOVERNING SUPPLY SPECIFICATIONS AND SPECIAL INSTRUCTIONS FOR PROCUREMENT MULTI BAND NETWORKING RADIOS</u>	Complied/Not Complied/ Partially Complied
1.	<u>INTRODUCTION</u> PN is contemplating replacing its existing Harris radios with new generation Software Defined Radios that is designed to provide high speed data communication for the user in tactical field.	
2.	<u>Make & Model:</u> The equipment shall be of latest version/ Supplier certified and may not be older than 01 year at the time of delivery.	
3.	<u>FUNCTIONAL REQUIREMENT</u> <ol style="list-style-type: none"> a. 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). b. Communication systems should have provision for EMCON. c. Provision of TDMA functionality (along with software licenses) may be incorporated as per the operational requirement. Provision of voice and data communications facility be considered accordingly. d. The system should have Built-In-Test (BIT) and auto system VSWR calibration facility. e. 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. f. The equipment should be compliant to MIL- HDBK-454 for safety. g. The system should be Simplex and Semi-duplex V/UHF radio or equivalent standard system. h. 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. 	

j. The system should have a rebroadcast capability through a radio relay V/UHF set with internal and external voice cancellation.

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

l. System control and operations should be possible from local as well as remote positions

m. System hardware should be equipped with Anti condensation Heaters.

n. All PCBs should have Conformal Coatings.

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

(1) MTBF > 25000 Hours

(2) MTTR < 30 Minutes

q. The equipment must be Tempest proof for Electronic Security. Tempest characteristics and installation preferably iaw NSTISSAM Tempest/ 1-92 or MIL-HDBK 232.

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

s. The V/UHF system should be capable to provide 3 to 5 Mbps.

t. Hardware and Software should be supportable/ upgradeable for at least 10 years from the date of induction of system in PN.

u. Supplier will be responsible for handing over/ Provision of Multi Band Networking Radios (MBNR) with complete accessories on turnkey basis (after the completion of installation, test/trial, STW & commissioning).

v. Provision of facility for uploading separate crypto algorithm.

w. Provision of facility for incorporating multiple/ different waveforms

x V/UHF Waveforms: STANAG 4204,4205

y. These radios should perform satisfactory under following scenarios:

- (1) SEAL Operations (Mountainous, Creeks and Mangroves Terrains).
- (2) Airborne Operations (Air to Ground, Air to Air).
- (3) MSW Operations in multi-story buildings/ decks (Ship to Ship, Inter-deck and inter compartments).
- (4) AT/ CT Operations (Built up Areas, Multi floor buildings).
- (5) Live video streaming for appraisal of field Cdr to facilitate decision making.
- (6) Maritime Interdiction Operations (MIO).
- (7) Close Quarter Battles (CQB)/ Para Trooping Operations.
- (8) Radios should include secure and reliable voice, data and video streaming capability at team/ individual level.

4. **NON FUNCTIONAL REQUIREMENT**

The non-functional requirements for the Radios or equipment's are mentioned below.

- a. The equipment (hardware and software) must be Non Development Item (NDI).
- b. All communication sets and its accessories being procured should be backward compatible with sets already existing within PN inventory.
- c. Equipment may be preferably based on Open System Architecture (OSA).
- d. The communication sets must have international industry standard data bus.
- e. Full/ 100% testability of all PCBs/ modules of the communication sets through existing DLM facility. Any up gradation if required be indicated

f. Details of all COTS items be provided at least 01 month prior delivery of the equipment.

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

h. Equipment may operate satisfactory in an environment of 10 Oversteps (800 Amperes/ meter). EM Shielding be employed, if deemed necessary to meet at least MIL-STD-461G.

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

k. Software warranty for at least 10 years from date of final acceptance by PN for buyers/updates.

l. SUPPLIER shall provide backups of all system software including embedded software of programmable components

5. **ENVIRONMENTAL CONDITIONS**

System should conform to following environmental conditions:

(1) Equipment should be suitable for exposure in an uncontrolled marine environment.

(2) Parts not subjected to testing i.a.w relevant MIL/ IEC standards (such as COTS) may withstand 95% Relative Humidity.

(3) Details of all COTS items be provided at least 01 month prior delivery of the equipment.

(4) Operating temperature limits of the system:

Operating temperature	-10 to +60 degree Celsius
Storage temperature	-15 to +75 degree Celsius
Relative Humidity	>95 %
Wind speed Limitation	Capable to withstand upto 80 Kts of wind gusting upto 150 kts

(a) Vibration and shock proof.

(b) Dust, water, Salt and fog resistant.

(c) Equipment should be fitted with anti condensation heaters.

(d) Provision of protective covering for stowage.

(5) Non-operating temperature range of the equipment: -40 to +80 degree Celsius.

(6) To operate within performance limits in winds of more than 100 kts.

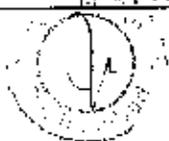
6. **SOFTWARE REQUIREMENT** Following software features should be included:

- a. Software programme should be user friendly.
- b. It should be fully supportable in case of an upgrade in hardware and software, if necessitated, due maintainability and/or technological advancements.
- c. Necessary software for running the diagnostic test upto module level should also be provided.
- d. Software requirements and details may need to be changed/ modified during the development phase. Such provision should be catered for in the contract.
- e. The software modules should be fully documented in the software documentation for understanding their operation.
- f. Software supportability for 10 years to be provided by supplier.

7. **TECHNICAL CHARACTERISTICS** The equipment should conform to following technical specifications:

a. **Technical Specifications**

Frequency Range	30-512 MHz
Tx/ Rx Range	> 80 Kms
Net Presets	25
FM/ AM	Analog Voice
ASK	100-500 MHz
FSK	2.4 Kbps
MELP	Vocoder voice
ASK/ FSK	16 Kbps CVSD Voice
FSK/ TCM	64 Kbps
Wideband FSK/ TCM	192 Kbps
MTBF	25,000 hours
Output power	Non Linear & Linear (0.5,2,5,10 Watts)
Frequency Stability	+/- 1 ppm
Data Communications	3 to 5 Mbps
Bandwidth	25 KHz
COMSEC	AES
Antenna	Whip and Tape Antenna



GPS	Internal GPS
Connection Ports	to LAN & USB Devices
SNMP	Support for V1,2 & 3 SNMP
RF Output Power	5W (Max-according to waveform)
Color Display	Color display with good resolution
Loudspeaker	Built in Loudspeaker
Access Control	User Access Control with Crypto Ignition key
Data Communication	High-speed real-time data communication. Simultaneous voice and data communication
PTT Buttons	Dual PTT buttons
GNSS Receiver	Built-in GNSS Receiver
Camera	Built-in Camera
Memory	Built-in Memory of 32 GB
Test	Built-in Test
Accessibility	Present channels and quick access channels by a multi position knob
Architecture	Software Defined Architecture
Interface	Data and audio interface
ECCM Techniques (TRANSEC/COMSEC/NETSEC)	
Built-in Hardware Based Encryption	
Frequency Hopping	
Red/Black data separation	
Emergency Erase	

8.

Operational Capabilities: The V/UHF set should be:

- Battle Management Ready system
- Capable to relay Tx/ Rx for extended ranges
- Inbuilt GPS receiver
- Capable to transmit position
- Capable to support Time-critical data with upto 64 users on single channel
- Radio set should be light and weight < 1.2 Kg
- Connection for USB and embedded data application obviating the requirement of PC
- Secure embedded military grade and AES encryption option
- Simultaneous voice and data capabilities
- True dual-net communication through intuitive dual push-to-talk capability and freq Channel Search, which offers frequency agility in high-noise or radio jamming environments
- Additional Accessories/ Features**
- Live Video Streaming Processor
- High Resolution bullet camera with helmet rail
- Throat Microphone (VOX/ PTT)/ Hands Free/ Rx Headset/ Whisper mode automatic communication
- At least 03 x batteries with one radio including 06 day chargers
- Inbuilt situational awareness software to utilize built in GPS
- Body worm extended range antennae



Ruggedized laptop with relevant software with command radio to receive and decode live video

Headset designed for Special Operations

THROAT MICROPHONE:

The throat microphone should be designed with vibration sensor attached to the neck near vocal cord. The sensor should only pick up the skin vibration signals from vocal cord when one talking rather than air vibration signals from mouth and environment. In some and substance, background noise should almost totally eliminated.

9. **WAVEWORMS**

a. **V/UHF Advanced – Combat Net Radio (30-512 MHz)**

Channel Spacing: 5.0,6.25,10.0,12.5, 25 KHz

Encrypted fixed frequency Voice/Data and Analog Voice

Encrypted frequency hopping Voice and Data

Active-passive Late Entry/Hailing/channel spacing

Forward Error Correction

Ethernet Data Transmission

SMS

Upto 300 Present channel

Output power upto 50W

b. **V/UHF Air to Ground Mode (108-174 & 225-400 MHz)**

Channel Spacing: 25/12.5 KHz FM, 25/8.33 kHz AM

AM/ FM Fixed Frequency Analog Voice

FM Fixed Frequency Digital Voice

Channel Scanning

Upto 100 Present channel

Output power upto 50W

c. **Wide Band Networking Radio (WBNR) Mode (30-512 MHz)**

MANET (Self-forming, self-healing)

Encrypted frequency-hopping/fixed frequency voice & Data

Bandwidth: 1 MHz @ FH, 5 MHz @ FF

Automatic and Dynamic IP Packet Routing

Fixed Frequency Operation Band (108-512 MHz)

At least 150 Radios in a Single NET

Multiple Networks can be combined

Forward Error Correction (FEC)

Simultaneous Voice and Data Communication

Cognitive Coding & Modulation for Challenging environments

Full IP Services (TCP/ UDP)

	Multi-Hop Voice & Data Services Selective, CNR group & B/C call services Up-to 25 Talk groups QoS & Service Management for different Data profiles Positional location Information (PLI) Support Output powers 150 W or 500 W in the HF band	
	d. Narrow Band Networking Radio (NBNR) Mode (30-512 MHz) MANET (Self-forming, self-healing) Encrypted frequency-hopping voice and Data Bandwidth: =>25 kHz @ FH Upto 25 kbps User throughput Automatic & Dynamic Packet Routing At least 25 Radios in a Single NET Multiple Physical Networks can be combined Forward Error Correction (FEC) Simultaneous Push to Talk Voice and Data Communication Cognitive Coding & Modulation for Challenging environments Full IP Services (TCP/ UDP) Multi-Hop Voice & Data Services CNR group & B/C call services Up-to at least 06 Talk groups in a Physical Net QoS & Service Management for different Data profiles Positional location Information (PLI) Support	
10.	MECHANICAL SPECIFICATIONS Mechanical Specifications: Dimensions: approx. W ~ 82 mm, H ~ 189 mm, D ~ 52 mm (with Battery, without Antenna & Connectors) Weight: approx. 1.2 Kg (With Battery, Without Antenna)	
11.	Scope of Supply is attached as Appendix-I to Annex – A General Term and Conditions are attached as Annex B.	



SCOPE OF SUPPLY

V/UHF Multi Band Networking Radios:

S.No	Product Name	Qty	Firms Reply
(1)	1 x Key Management system 03 x sets of KDDs/ fill guns (if applicable)	As specified	
(2)	V/UHF Tx/Rx unit	50	
(3)	V/UHF Antenna (30-512 MHz)	50	
(4)	UHF Antenna (225-512 MHz)	50	
(5)	GNSS Antenna	50	
(6)	Live video streaming processor	As Per Req	
(7)	High Resolution Cameras		
(8)	Throat Mic/ Hand Free/ Rx Headset		
(9)	Elastic/Velcro/Straps		
(10)	Connectors		
(11)	Battery Charger	50	
(12)	AC/ DC Adapter	50	
(13)	Standard Headset with Double PTT	50	
(14)	Ethernet Cables	50	
(15)	USB Cables	50	
(16)	Carrying Case	50	
(17)	Batteries	150	
(18)	Configuration Carrying Bags	50	



S No	GENERAL TERMS AND CONDITIONS	Firms Reply
1.	<p><u>PROOF OF CONCEPT</u></p> <p>Supplier must demonstrate his equipment to Purchaser in Pakistan to successfully operate its equipment in urban, creeks, mountain ranges, para jumping, multi-story building and inter deck communication. The Supplier must provide a certificate along with the technical proposal that PoC has been undertaken in compliance to tender mandatory requirement for this particular equipment. Failure to submit this certificate along with technical proposal shall constitute the grounds for technical rejection of submitted proposal.</p>	
2.	<p><u>CONTRACT EFFECTIVE DATE</u></p> <p>CED shall be established and notified by the purchaser upon completion of following pre-requisites:</p> <ul style="list-style-type: none"> a. Contract signing. b. Approval of export License. 	
3.	<p><u>DELIVERY SCHEDULE</u></p> <ul style="list-style-type: none"> a. The Equipment / Stores are to be delivered within eight (08) months of signing of the contract. b. The delivery will be made by the Supplier without any additional cost Karachi basis. 	
4.	<p><u>PAYMENT TERMS</u></p> <p>The BCP shall be paid to the Supplier by the Purchaser through and irrevocable and confirm letter of credit (LC) to be opened by the Purchaser in favor of Supplier through a scheduled Pakistani bank nominated by State Bank of Pakistan through CMA (DP). All bank charges relating to opening of LC (including operating and confirmation charges) shall be borne by both parties in their respective countries. All payments to the Supplier shall be released through CMA(DP) on completion of respective milestones as mentioned below or as negotiated by DP(N):</p>	

	<p>a. 20 % Advance Payment against ABGs.</p> <p>b. 40 % payment on completion of following:</p> <p>(1) Delivery at Pakistan alongwith tools/ stores/ spares.</p> <p>(2) Successful joint inspection report without any discrepancy.</p> <p>(3) Provision of all documents.</p> <p>c. 20 % payment on completion of following:</p> <p>(1) Successful completion of installation/ integration/ interfacing/ STW/ commissioning at Purchaser site complying all specifications/ acceptance criteria and issuance of final acceptance certificate by the End User.</p> <p>(2) Conduct of operator and maintainer training of PN team.</p> <p>d. 20 % payment on issuance of CRV by the consignee.</p>	
5.	<p><u>AMENDMENT IN QUANTITY OF STORES</u></p> <p>Purchaser has the right to increase/ decrease the quantity of stores after opening of commercial offer, depending upon availability of funds. Purchaser decision shall not be challenged by the bidder.</p>	
6.	<p><u>TECHNICAL ASSISTANCE</u></p> <p>The Supplier will provide the services of its own qualified engineers and technicians for assistance with Pakistan Navy when and where required during warranty/ supportability period.</p>	
7.	<p><u>LIQUIDATED DAMAGES (LD)</u></p> <p>LDs, if imposed shall be recovered at the rate of up to 2% but not less than 1% (depending upon the merit of the case as decided by Competent Purchase Officer) of the value of stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&I-35 (Revised 2024), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges (if any) of the stores delivered late</p>	



8.

ACCEPTANCE CRITERIA

a. The supplier is to provide Factory Acceptance Trials (FATs), Set-to-Work (STW) and Site Acceptance Trials (SATs) procedures (in English) three months in advance before delivery of equipment by SUPPLIER for study and vetting by PN. The final acceptance procedures will be made by PN, taking into consideration the trial procedures recommended by the supplier, system specifications provided by the supplier and PN experience in operating/maintaining communication equipment.

b. Supplier will carry out Factory Acceptance Trials (FATs) at its premises with PN participation and provide conformance certificate to purchasers. 04 x PN officers/ staff will witness the FATs at SUPPLIER premises at Suppliers expense. Performance of the equipment will be evaluated through HATs and SATs.

c. The supplier shall make inspection and controls under the same conditions as laid down in Acceptance criteria/ User requirement defined by PN and as mutually agreed between user and supplier.

d. After delivery of the supplied equipment, the supplier will carry out all acceptance and tests/trials in presence of Purchaser/ PN to prove that communication equipment is performing as per criteria prepared in light of para 3a above. EM interface to or from onboard equipment/ sensors is to be validated during SATs. Final acceptance certificate will be signed by PN only after successful completion of all acceptance trials and 100% operational performance proven by supplier to the entire satisfaction of Purchaser/ PN as per agreed capabilities.

Supplier.

e. Quality certification upon successful completion of STW is to be provided by the supplier.

f. Damage to material/ items supplied due to inadequate packing will be made good by the supplier.

g. For COTs hardware, requisite documentation and maintenance support should be provided by the supplier.

h. Backup of all software programmes (CD/ DVD-ROM) including operating software / firmware license version alongwith requisite procedures to support the system should be provided by the supplier.

i. The final acceptance certificate will be signed by PN



within 01 week only after successful completion of all acceptance trials to the entire satisfaction of PN.

REJECTION CRITERIA Equipment shall not be acceptable in case of following:

- a. Equipment specifications are not as per Annex A or not accepted by purchaser.
- b. Spares/ Consumables required for maintenance/ operation of the equipment for 02 x years is not provided to purchaser without any additional basis.
- c. Documentation is not provided as per appendix-1 to Annex B.
- d. Training is not conducted as per clause 9 of Annex B.
- e. Confirmation of performance and functions is not same as given in contract and relevant documentation/ manuals.
- f. Supplier has not provided acceptance criteria in accordance with Supplier's approved procedures and evaluation/ recommendation by Purchaser.
- g. Unsuccessful completion of installation/ integration/ interfacing/ HATS/ SATs of equipment.
- h. Proof of Concept/ trials observations given by Purchaser are not addressed by the Supplier within 45 days of intimation by Purchaser.

10. **TRAINING**

a. Following training shall be conducted by SUPPLIER.

S No	TYPE OF COURSE	Description
(1)	10 x days Operator Course for 03 Personnel in supplier premises	The travelling and Baoding/ lodging expenses for PN personnel to attend the courses at supplier country / Premises will be borne by Supplier
(2)	05 x days Maintainer Course (Level- I & II) for 10 Personnel's enabling them to carry out routine maintenance of the	The travelling and Baoding/ lodging expenses for PN personnel in-country to attend the courses will be borne by PN



	<table border="1"> <tr> <td data-bbox="384 192 467 555">(3)</td> <td data-bbox="467 192 1130 555"> <p>equipment in Pakistan</p> <p>02 x weeks Maintainer Course for 10 Personnel's up to onsite maintenance (Level-III & IV) including software/ computer based training with respect to interfacing with other systems in Pakistan.</p> </td> </tr> </table> <p>b. Supplier must provide syllabus of said training levels at least three months in advance for approval from PN. This may become a qualifying point for final selection of the equipment.</p> <p>c. All the training material including course notes/ handouts and practical on job training will be provided by the Supplier.</p> <p>d. On completion of training for onboard maintainers the trainees should be able to carry out all maintenance routines (upto factory level), overhaul the system, diagnose and rectify defects upto component level.</p>	(3)	<p>equipment in Pakistan</p> <p>02 x weeks Maintainer Course for 10 Personnel's up to onsite maintenance (Level-III & IV) including software/ computer based training with respect to interfacing with other systems in Pakistan.</p>	
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11.	<p><u>SPARES.</u></p> <p>a. Supplier will provide spares to keep system functional at its optimum performance for an operational period of two (02) years and list of Depot level spares required for Ten (10) years for hardware and software along with following information for each item and the same is also to be made part of the contract:</p> <ol style="list-style-type: none"> (1) Part Number. (2) NATO Stock Number. (3) Description/Nomenclature. (4) Denomination. (5) Shelf Life. (6) SUPPLIER. (7) Main Equipment. (8) Price. (9) Quantity Required. (10) Special storage requirement. <p>b. The composition of the spares package provided as part of the scope of supply should essentially include at least one of each type of major LRUs and PCBs. A certificate to the effect will be rendered by SUPPLIER along with offer.</p> <p>c. Critically required spares should form part of one year onboard and 10 years depot level spares package which are to be provided by SUPPLIER. The proposal should include price</p>			



	<p>and lead time of all critical items.</p> <p>d. Supplier is to provide as part of Scope of Supply, a price catalogue of all spares required for the system to provide purchaser 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, Supplier should render Logistic Support Certificate which guarantees through life supportability of spares.</p>																			
12.	<p><u>PACKING AND MARKING.</u></p> <p>a. Standard Export packing worthy for transportation by Air and Road ensure their undamaged arrival at ultimate destination. Each consignment/ Packages is to contain a "Packing Note" detailing the contents of the consignment/ package.</p> <p>b. The packages are to be marked as under:</p> <table border="1" data-bbox="360 851 1058 1198"> <thead> <tr> <th>S. No</th> <th colspan="2">Package Marking</th> </tr> </thead> <tbody> <tr> <td>(1)</td> <td>Front Side</td> <td>Name & address of purchaser</td> </tr> <tr> <td>(2)</td> <td>Other Side</td> <td>Contract No & Date</td> </tr> <tr> <td>(3)</td> <td>Top</td> <td>Gross Weight</td> </tr> <tr> <td>(4)</td> <td>Dimensions</td> <td>A yellow disc 4" or 6" in diameter according to the size of packing.</td> </tr> <tr> <td>(5)</td> <td>Fragile Stores</td> <td>FRAGILE is to be marked in bold letters on all sides of the consignment/ package</td> </tr> </tbody> </table> <p>c. Any loss or demurrage occurring due to wrong marking or packing will be borne by the Supplier.</p> <p>d. 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.</p>	S. No	Package Marking		(1)	Front Side	Name & address of purchaser	(2)	Other Side	Contract No & Date	(3)	Top	Gross Weight	(4)	Dimensions	A yellow disc 4" or 6" in diameter according to the size of packing.	(5)	Fragile Stores	FRAGILE is to be marked in bold letters on all sides of the consignment/ package	
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13.	<p><u>ARBITRATION.</u></p> <p>All matters of dispute or difference except regarding rejection of stores by the Inspector and/ or cancellation of the contract by the Purchaser, arising out of this agreement between the parties thereto, the settlement of which is not otherwise specially provided for in this agreement, shall be referred to arbitration as under:</p> <p>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</p>																			



umpire by mutual agreement, and if they do not agree a judge of the Superior Court will be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law.

b. The venue of arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.

c. Arbitration award will be firm and final and unchallengeable in any court of law.

14. **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 Supplier represents and warrant that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly 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 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. 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.

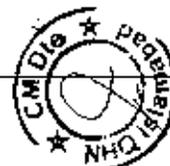
d. Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege 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.
15.	<p><u>FORCE MAJEURE.</u> The Supplier shall not be held responsible for any delay occurring in supply of equipment due to event of Force Majeure such as acts of God, war, riots, civil commotion, strike, lockouts, Act of Foreign Government and its agencies and disturbance directly affecting the Supplier and events or circumstances on which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 15 days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing. Non-availability of raw material for the manufacture of stores or of export permit for the export of the contracted store from the country of its origin shall not constitute force majeure.</p> <p>a. The Supplier shall provide the Purchaser with all the necessary proof of the occurrence of the events and its effect on the contract performance from the start to force majeure event.</p> <p>b. The Purchaser shall be entitled to conduct investigation into the cause of delay reported by Supplier. Where the delay was due to genuine force majeure event it shall extend the delivery for a period equal to the period in which such force majeure remains operative.</p> <p>c. Such extension in delivery period, due to force majeure, shall not entitle the Supplier to claim any extra cost from the Purchaser.</p>
16.	<p><u>CHECKING OF STORES AT CONSIGNEE'S END.</u> Packing of all stores will be checked visually at consignee's end in the presence of Supplier's representative within fifteen (15) days after arrival of the stores at the consignee's premises. The consignee will inform the Supplier in due time about the aircraft/ vessel's date of arrival. If for the reasons of economy, or any other reason, the Supplier decides not to nominate his representative for such checking; an advance written notice to this effect will be given by the Supplier to the purchaser prior to 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 thirty (30) days from receipt of stores, 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.</p>
17.	<p><u>PROVISION TO BUY ADDITIONAL SYSTEMS</u> The Purchaser/ PN may order additional sets and accessories</p>



	within two years of acceptance of the initially procured systems under this indent. The price of the later systems shall not be more than the price of the systems initially procured under this indent.	
18.	PRICE VARIATION. Prices in the schedule of stores of this contract are firm and final. The stores must be brand new manufactured.	
19.	<p>OBSOLESCENCE CLAUSE Following obsolescence clauses will also be included in the contract as part of continuous logistic support:</p> <p>a. The Supplier should provide guarantee to supply the necessary spares for next Ten (10) years from CED. A certificate to this effect should be provided by the Supplier prior to acceptance of the system.</p> <p>b. In case of manufactured equipment becoming obsolete and is not manufactured anymore, and no replacement is offered, by Supplier after Twenty (20) years, whereas user still wishes to continue using the same equipment, in such case Supplier would provide Technical drawings at Free Of Cost for essential items manufactured 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.</p> <p>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 purchaser at least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the purchaser 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).</p> <p>d. If Supplier's manufactured Radio Equipment declared obsolete by Supplier, and Supplier does supply an equivalent replacement within five (05) years from CED, the Supplier will provide the new equipment at the same price as of original equipment.</p> <p>e. In case any component of the Supplier's radio becomes obsolete or out of production, Supplier is to give one year advance notice and would be bound to provide an alternate solution at same cost as of the</p>	



	given component, to keep the Radio sets in optimum operational condition.	
20.	RISK & EXPENSE (R/E). In event of failure on part of Supplier to comply with contractual obligations, the contract will be cancelled at Risk and Expense of Supplier in accordance with DPP&I-35 (Revised 2024).	
21.	MAN MACHINE INTERFACE (MMI) The equipment should be user friendly, MMI configurable by Purchaser as per agreed user requirement.	
22.	WARRANTY/ GUARANTEE <p>a. Supplier is to guarantee that product is as per specs of the contract.</p> <p>b. Complete equipment including accessories are to be warranted by the Supplier for a period of 10 years for buyers/ update etc for all defects from the date of final acceptance by PN.</p> <p>c. The Supplier is to guarantee that all the items supplied under the terms of this contract are of the latest version, Supplier certified, brand new, not a prototype and is a proven product. Stores, which are not procured directly from Supplier or his authorized dealer / agent / stockiest, will not be acceptable.</p> <p>d. The Supplier is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.</p> <p>e. Post-delivery, the Supplier will replace Delivered Duty Paid (DDP) at consignee's warehouse free of cost within 30 days every article or part thereof which before use or in use is 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.</p> <p>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.</p>	
23.	LIABILITY. <p>a. Supplier shall not be liable under any circumstances to Purchaser, 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 Purchaser or any third party arising out of or in connection with this Contract.</p>	



	<p>b. Foregoing shall not affect Purchaser's right to claim compensation against Supplier for damages suffered by Purchaser arising directly from performance, bad performance or non-performance of Supplier's duties and/ or obligations under Contract, provided that, aggregate liability of Supplier in connection with this Contract for any cause whatsoever including indemnity and risk purchase, shall not exceed Fifty percent (50%) of total price actually paid to Supplier under this Contract.</p>	
24.	<p><u>QUALITY ASSURANCE AND QUALITY CONTROL</u></p> <p>Supplier shall be responsible for the Quality Control/ Quality Assurance of the designed performance of the supplies. STW of the system will form part of these criteria. Supplier shall carry out stage inspections during every stage of process and provide Quality Control/ Quality Assurance Criteria to ensure quality conformance with Technical Data Package of the Contract.</p>	
25.	<p><u>LANGUAGE, MEASUREMENTS AND WORKING METHODS</u></p> <p>Contract specifications in English language shall be followed. All drawings, data-files in soft media, Man-Machinery Interface (MMI) of software and hardware, all marking and documentation required to be produced or delivered to the PURCHASER under the contract shall be written in the English language. Measurement shall be in metric units of measurement unless otherwise specified</p>	
26.	<p><u>END USER</u> DRC is the Sponsor Dte and DSOF & M is End user.</p>	
27.	<p><u>PENALTY</u></p> <p>a. The Supplier before making the delivery of the equipment will carryout complete test of the equipment at his facilities to ensure that the same has been manufactured as per the specifications. However, the Purchaser after its receipt will carry out inspection and test/trials. In case the equipment / machinery does not pass the test / trials, the Purchaser has the right to outrightly reject the equipment or impose penalty at the rate of 10-15% of the values of the relevant equipment / item.</p> <p>b. The penalty shall not absolve the Supplier to undertake the repairs at his cost and expense. This shall be in addition to other penalties and obligations covered in the contract like warranty / guarantee obligations on form DPL-15.</p>	
28.	<p><u>DISCREPANCY.</u></p> <p>Consignee shall render a discrepancy report to all concerned within 45 days after receipt of stores for discrepancies found in the consignment. Quantities found short/deficient/defective are to be made good by Supplier free of cost.</p>	



29.	<p><u>INTEGRITY PACT</u> Supplier have to provide a duly signed integrity certificate alongwith their technical and commercial offers as per prescribed format in compliance to PPRA rules 7, which shall subsequently form part of the contract. Appendix-II of Annex- B.</p>	
30.	<p><u>Non-Disclosure Agreement</u></p> <p>The supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the manufacturer of the stores, or to any press or agency not authorized by the DP(N) to receive it. Any breach on this account shall be punishable under the Pakistan Official Secret Act-1923 in addition to termination of the contract at the risk of SUPPLIER. as Appendix-III of Annex -B.</p>	
31.	<p><u>INDEMNITY.</u></p> <p>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.</p>	
32.	<p><u>SUBLETTING.</u></p> <p>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.</p>	
33.	<p><u>AMENDMENT IN THE CONTRACT.</u></p> <p>Amendment in the contract, if required, shall be processed in writing by procurement agency upon mutual agreement of both the parties.</p>	
34.	<p><u>TERMINATION.</u></p> <p>a. If at any time during the currency of the contract purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of non-delivery), he shall have right to do so by giving the Supplier a registered notice to that effect. In such event, Purchaser shall accept delivery at the contract price and terms of such stores/ goods/ services</p>	



	<p>which are in the actual process of manufacturing that is completed and ready for delivery within thirty days after receipt by the Supplier of such notice.</p> <p>b. In the case of remainder of the undelivered stores/ goods/ services, the Purchaser may elect either to have any part thereof completed and take the delivery thereof at the contract price or to cancel the remaining quantity and pay to the Supplier for the articles or sub-components or raw materials purchased by the Supplier and are in the actual process of manufacturing at the price to be determined by the Purchaser. In such case, materials in the process of manufacturing shall be delivered by the Supplier to the Purchaser.</p> <p>c. No payment shall, however, be made for any materials not yet in the actual process of manufacturing on the date notice of cancellation is received by Supplier.</p> <p>d. Should Supplier fail to deliver stores/ goods/ services in time as per terms of contract, or fail to render Bank Guarantee within stipulated time period or any breach of contract, Purchaser reserves the right to terminate/ cancel contract fully or any part thereof at risk and expense (RE) of Supplier.</p>	
35.	<p><u>COMPENSATION ON BREACH OF CONTRACT.</u></p> <p>If Supplier fails to supply the contracted stores/equipment or contract is cancelled either on Supplier's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Supplier or stores/equipment declared defective and causes loss to the Purchaser, Supplier shall be liable to pay to the Purchaser a compensation for loss or inconvenience resulting for his default/defect or from the rescission of this contract. When such default/defect or rescission take place such compensation shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government of Pakistan treasury in the currency of contract.</p>	
36.	<p><u>MAINTENANCE FACILITIES</u></p> <p>The Supplier will provide the following to the Purchaser:</p> <p>a. Enumeration of maintenance and repair philosophy and degree of reparability at each maintenance level.</p> <p>b. The number and qualifications of the personnel required at each level.</p> <p>c. Maintenance frequency requirement (including</p>	

overhauling of antennas, couplers and mechanical parts fitted) at each level with special emphasis to external equipment/ parts exposed to coastal environment.

d. Facility required at each level including test equipment/ tools etc along with cost of each item.

e. Equipment and system reliability figures.

37.

FUTURE SUPPORTABILITY REQUIREMENTS

Future maintenance requirements of the equipment should be considered in two phases:

a. Phase-I:

(1) Maintenance facilities including spare support should be provided by the firm free of cost during warranty period i.e. 24 months after induction of equipment.

(2) Supplier should provide hot test bench and ILM facility and training to PN personnel to ensure 100% repair capability.

(3) Firm should provide complete range of Tools/ Test, Equipment, jigs and extension boards along with requisite software/ firmware required for modules level replacement.

b. Phase-II: Under mentioned items to be delivered alongwith radio Equipment:

(1) Two year onboard and 10 years (after expiry of warranty) Depot level Maintenance and package of spares/ replacement modules and PCBs is to be made available.

(2) The Supplier should agree to provide future upgrades/ modifications on the offered stores with certification of being brand new.

(3) The Supplier is to provide a list of all customized components/items.

(4) The Supplier should buy back/ replace stores which are not consumed, as per PN requirements.

(5) The Supplier should agree to certify that items are brand new and recent manufacture.

38.

TEST INSTRUMENTS AND TOOLS

a. An adequate inventory of general purpose test equipment/ tools and special to type test equipment/ tools will also be provided by the Supplier to support following:

(1) Set to Work, Field Tests/Trials.

(2) Intermediate / workshop level maintenance and calibration with associated hardware.

b. The Supplier shall provide proposal for Dockyard/Depot level test bench facilities alongwith budgetary effects covering following:

(1) Test Instruments to undertake overhaul and reconditioning of equipment.

(2) Automatic test bench facility alongwith associated software for maintenance and repair of all the sub systems/modules/PCBs/components of the main equipment. A complete list of repairable and non-repairable sub systems / modules/ PCBs/ components through Automatic test bench is to be provided with the offer.

39. **TRIALS OF EQUIPMENTS**

a. All claimed technical/operational capabilities should be demonstrated during Factory Acceptance Trials (FATs).

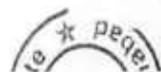
b. Prior installation workshop/shore stations trials should be conducted to verify workmanship, applied quality standard and other technical features of the equipment.

c. The Supplier is to provide acceptance criteria prior HATs/SATs at least 3 months in advance of the scheduled date for approval from PN.

d. Upon installation field trials for extended ranges should be conducted by PN in presence of Firm's Engineers. Operational ranges of UHF/VHF equipment in cipher mode during all seasons must be ensured.

40. **INTERFACING**

a. The Supplier is to render certificate of compatibility of equipment proposed with existing equipment in use within PN (where applicable). Details of these (if required) may be obtained from Naval Headquarters. Feasibility study is to be undertaken by SUPPLIER, prior forwarding the proposal. The effectiveness of the contract shall be subject to the successful inter-operability demonstration of the offered system with the existing equipment being used in PN.



b. The SUPPLIER will deliver the ICDs / protocols alongwith the equipment. This will include all hardware/software modules to facilitate PN to integrate the equipment independent of SUPPLIER at later stages.

c. SUPPLIER is agreed to provide any information and assistance to PN for integration to any system.

41.

TECHNICAL SCRUTINY

Technical scrutiny of the technical bid would be conducted by a committee nominated by NHQ.

42.

CERTIFICATE OF CONFORMANCE

a. Supplier shall provide correct and valid E-mail and Fax No. to CINS and DP(N). Supplier shall either provide Supplier conformance Certificate to CINS or is to be provide Supplier Conformance Certificate to CINS or is to be E-mailed to CINS under intimation to DP(N). Hard copy of COC must follow in any case through courier. On receipt, CINS shall approach the Supplier for verification of Conformance Certificate issued by the Supplier. Companies/ Suppliers rendering false SUPPLIER Conformance Certificate shall be black listed.

b. Supplier CoC must have following information:

- (1) Description of Stores along with Quantity.
- (2) Part/ Pattern No of stores.
- (3) Manufacturer Identification (Name, Address and Contact No).
- (4) Date/ Period of manufacturing.
- (5) List of serial Numbers, Batch Number or Lot Numbers as embossed/ engraved on the stores (as applicable).
- (6) Details of Test Reports (FATs/ Supplier lab Test Report) along with dates and tests conducted (as applicable).
- (7) Details of third party testing authority (if their services used).
- (8) List of Safety/ regulatory standards (as applicable).
- (9). Conformance to standards/ Specifications quoted in the contract.



43.	<p>PERFORMANCE BANK GAURANTÉE "To replace stores as per DPL-15, the firm will furnish an irrevocable and un conditional BG within 30 days of Contract Effective Date from a schedule Bank for an amount equal to 10% of the total value of the contract (on judicial stamp paper) of appropriate value as per prescribed format. It shall remain valid till 60 days beyond the expiry of the warranty period".</p>	
44.	<p>END USER CERTIFICATE End User Certificate for SUPPLIER/Supplier to export the system to Pakistan shall be provided by Purchaser within 30 days after signature of contract by both the parties (if required by Supplier).</p>	
45.	<p>EXPORT LICENSE/ PERMIT It is the responsibility of the supplier to apply for obtaining Export License/ Permit from its Govt. or its Country of Origin for export of indented items/ stores for supply/ delivery of equipment to Pakistan.</p>	
46.	<p>CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES</p> <p>a. The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination.</p> <p>b. The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and Services.</p> <p>c. All amounts stated to be payable by Purchaser pursuant to this Contract exclude any value added tax (VAT), sales tax, service tax, taxes on turnover or similar taxes. If the supply of Equipment or Services hereunder are chargeable to any value added tax, sales tax, service tax, taxes on turnover or similar taxes inside country of destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser.</p> <p>d. Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Equipment.</p> <p>e. If Purchaser is required by any law to make any deduction or withholding from any amount payable to Supplier under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier shall receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the amount which it shall have received had no deduction or withholding been required to</p>	

	have been made. Purchaser shall pay any such withholding or deduction to the relevant authority as required by law and shall promptly provide Supplier with an official receipt or certificate in respect of the payment of the withholding or deduction.
47.	<u>BIDDING PROCEDURE</u> This tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure
48.	<u>KPI/ PORT/ WHARFAGE/ ALLIED CHARGES</u> All port & dock charges will be paid at actual (if applicable) by supply officer PN Embarkation Headquarters & PDD at NSSD West Wharf Road Karachi on submission of their bill duly verified by Commanding Officer PN ERQ & PDD in Pak Currency.
49.	<u>INSPECTION OF STORES</u> a. (1) Inspection Authority: CINS Karachi (2) However, Joint inspection will be carried out by officers nominated by Director Radio Communication comprising technical reps of user, consignee and CINS. (3) Place of inspection: At NSD
50.	<u>MISCELLANEOUS</u> a. SUPPLIER certified brand new equipment/ stores to be accepted on firm's warranty/ guarantee on DPL-15 at consignee's end. b. Contracted stores/ equipment are being procured for PN Ships and as such are exempted from Sale Tax in terms of S No. 36 of Sixth Schedule of Sales Tax Act 1990. c. The resources, process, designs, methods and techniques should assure that all systems and equipments items, including support and training equipment are adequately protected during movement and storage. d. Contract to be back loaded from payment point of view. A reasonable percentage of payment should be linked with the supply of each deliverable and acceptable trials. e. The Supplier is to provide 'Complete Check off List' against each indent clause. f. The scrutiny of the proposal will be done by committee as per clause 40 of Annex B proposed by D Radio Comm upon receipt of the proposals from DP (Navy). g. The commercial proposal should include separately cost of following:



- (1) Major equipment
- (2) Accessories
- (3) Tools/ test equipment
- (4) Spares
- (5) Training
- (6) Documentation
- (7) Any other item

h. Following will be provided by the SUPPLIER, alongwith proposal for smooth conclusion of contract:

- (1) List of ready use and depot level spares alongwith the price of each item and critical items with lead time.
- (2) List of test equipment / tool for intermediate and depot level maintenance as per clause 37 of Annex B.
- (3) Maintenance philosophy to maintain the equipment with maximum efficiency as per clause 35 of Annex B.
- (4) List of documentation alongwith one set of documents as per appendix-1 to Annex B.
- (5) A complete ILS package to support the equipment for 10 years in conjunction with the maintenance philosophy.
- (6) Certificate of supportability for next 10 years as per clauses 10(a) & 11(d) of Annex B respectively.
- (7) Certificate that the spares include at least one major LRU and PCB as per clause 11(b) of Annex B.
- (8) Warranty Certificate.
- (9) List of PCBs/ modules repairable and non-repairable as per clause and the list of all customized items as per clause 36 of Annex B.
- (10) SUPPLIER is responsible for evaluation of Cipher Machine through NTISB. Acceptance certificate is to be provided alongwith delivery of equipment.
- (11) Copies of the standards as per clause 10(c) of Annex B alongwith test reports for conformance to military standard.
- (12) Addresses of SUPPLIERS/vendors with e-mail.



telephone and postal addresses as per clause 43 of Annex B.

j. Copies of contract be forwarded to the following:

- (1) D Radio Comm NHQ Islamabad
- (2) DCM NHQ Islamabad
- (3) DNWE NHQ Islamabad
- (4) DSOF & Marines
- (5) HQ COMPAK, Karachi
- (6) MD PN Dockyard Karachi
- (7) CO NSD, Karachi
- (8) CO EHQ (N)
- (9) D Budget



51. SECRECY

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

As the Contractor and its Sub-Contractor(s) are the exclusive owners of the intellectual property rights/ copy rights and industrial rights of any and all contractual designs, data, software, TDP, drawings etc., and since they possess all relevant rights therein, the 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.

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

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

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

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

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

The Contractor undertakes that any information about the sale/purchase of the goods/stores under this contract shall not be communicated to any person/organization/agency, other than the 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.

S No	GENERAL TERMS AND CONDITIONS	Firms Reply
1.	<p><u>DOCUMENTATION</u> 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:</p> <p>a. <u>Manuals.</u></p> <ol style="list-style-type: none"> (1) Operator Manual (2) User Manual (3) Maintenance Manual (4) Workshop Manual (5) Technical Manual (6) Installation Manual <p>b. <u>Catalogues.</u> Catalogues of Ancillary Support Equipment required for operation and maintenance of equipment containing description, part number, quantity required, calibration periodicity and manufacture name of ASE, Portable Specialized Support Equipment (PSSE), Special to Type Test Equipment (STTE), Common User Hand Tools (CUHT), Common Use Mechanical Testing Equipment (CUMTE), Common Range Electrical Testing Equipment (CRETE) and Automatic Test Equipment (ATE) are to be provided with the equipment.</p> <p>c. <u>Documents.</u></p> <ol style="list-style-type: none"> (1) Test Equipment/Tools. (2) Part Identification Lists (PILS). (3) Illustrated Parts Catalogues (IPCs). (4) Recommended spare part (onboard and depot level) (5) Cable layouts for system interfacing (6) Test & Trials sheets alongwith the detailed procedures. (7) Keep alive policy. (8) List of upkeep by exchange items. (9) List of R x R items. (10) Software procedures including sources code. 	



d. Drawings.

- (1) Installation drawings
- (2) Circuit diagram
- (3) Component layout diagrams of PCBs
- (4) Schematic diagrams for track verifications and physical connections Test fixtures

The SUPPLIER will deliver the ICDs / protocols alongwith the equipment. This will include all hardware/software modules to facilitate PN to integrate the equipment independent of SUPPLIER at later stages.

2.

DETAILS OF VARIOUS DOCUMENTATION/ MANUALS

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

a. Operating Manual. This document should provide detailed operating procedures for the sets and use of the accompanied accessories.

b. 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.

c. Maintenance Manual. This document should include following:

(1) Technical data / specifications & general technical description of the equipment/system, including its all sub-assemblies /sub system.

(2) Level 1 & 2 Depot Level maintenance routines along with 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:

- (a) Mandatory items
- (b) High probability items i.e> 50% usage
- (c) Low probability items i.e> 25% usage
- (d) Occasional items i.e> 5% usage
- (e) Consumable items



- (3) Fault diagnostic procedure
- (4) Overhaul procedures (If applicable)
- (5) Part list
- (6) Operating space items/ready use stores (If applicable)
- (7) Hot/built-in spares (If applicable)
- (8) Shop consumable
- (9) Technical data sheet (Reference/datum level data)

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

e. **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.

f. **Workshop Manual.** This document should include following:

- (1) Technical data & general technical description of system.
- (2) Technical description of all sub-assemblies & sub-systems.
- (3) 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:
 - (a) Mandatory items
 - (b) High probability items i.e> 50% usage
 - (c) Low probability items i.e> 25% usage
 - (d) Occasional items i.e> 5% usage
 - (e) Consumable items

- (4) Complete circuit diagrams of all PCBs



modules & sub-assemblies of equipment.

(5) Fault diagnostic upto component level.

(6) FATs record alongwith base line VA record if applicable

(7) Major overhaul detailed procedure.
Parts list.

(8) Technical data sheet (Reference/datum level data)

(9) Component layout of PCBs/modules Mylar of all PCBs.

(10) List of customized IC's alongwith truth table.

(11) List of programmable components alongwith software / firmware and source code.

(12) Details of tolerances and wear limits according to manufactures standards.

(13) Values alongwith limits of all safeties and detailed procedure of setting / adjustment.

(14) Performance chart.

(15) List of standard test equipment.

(17) List of special to type test equipment.

(18) List of insurance / contingency items.

(19) List of U x E items.

(20) List of R x R items.

g. List of Onboard Spares. List of onboard spares to support level 1 & 2 maintenance alongwith consumable for machinery / equipment upto one (01) year.

h. List of Depot Spares. List of depot stores to support level 1-4 maintenance for one complete maintenance cycle of five (05) years.

i. Project Definition Document (PDD). Project Definition Document is to be provided by the Supplier 03 months after contract effective date.



APPENDIX-II TO
ANNEX B TO IND No 287c
DATED 07 FEB 26

INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY
THE SUPPLIER OF GOODS, SERVICES & WORKS

Contract No. & Date _____

Contract Value _____

Contract Title _____

1. The Supplier hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligations or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it through any corrupt business practice.
2. Without limiting the generality of the foregoing, the Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give the anyone within or outside Pakistan either directly or indirectly 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 kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from the GoP, except that which has been expressly declared pursuant hereto.
3. The Supplier certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
4. The Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.
5. Notwithstanding any rights and remedies exercised by GoP in this regards, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by The Supplier as aforesaid for the purpose of obtaining or including the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP _____

[The Purchaser]: _____

[The Supplier]: _____

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

NON-DISCLOSURE AGREEMENT

This Agreement ("**Agreement**") is made at NHQ, at Islamabad on this ____ day of ____ Month, 2025/ 26 by PN and M/s Business Excellence (Pvt) ltd Pakistan.

1 Project Director _____ an organization working under Pakistan Navy, having its office at Naval Headquarters, Sector E-9, Islamabad, Pakistan (hereinafter referred to as the "**Disclosing Party**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **First Part**;

AND

2 M/s Business Excellence (Pvt) ltd Pakistan, a company established under the Pakistani law and having its principal place of business at Islamabad, Pakistan (hereinafter referred to as "**Receiving Party**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Second Part**;

3. The Disclosing Party and the Receiving Party shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- a. The Disclosing Party is engaged in the business of providing import, marketing, sale of _____
- b. The Receiving Party is involved in the business of _____;
- c. The Disclosing Party is entering into a business relation with the Receiving Party during the course of which certain Confidential Information shall be shared or come to the knowledge of the Receiving Party.
- d. In consideration of the mutual promises and Agreement between the Parties hereto, the Parties have agreed to enter into this Agreement to govern the terms and conditions of their association.



NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS
UNDER

1. **CONFIDENTIAL INFORMATION**

1.1 For the purpose of this Agreement, the terms "Confidential Information" shall mean such information relating to the Disclosing Party as the Disclosing Party may from time to time provide to the Receiving Party under or relating to this Agreement including all information communicated in writing or orally relating to business affairs, any technical data, or know-how, including but not limited to, that which is or relates to:

- a. inventions, ideas, processes, research, formats, formulas, human readable code on any media, object code, data, programs, specifications, other works of authorships, improvements, discoveries, development, designs and techniques.
- b. Product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information.
- c. Non-public market information, product plans.
- d. Marketing or finances of the company in any form, customer information, business plans and strategies, price lists and market studies.
- e. contracts and client database, computer models and programs, research records, statistical methods of doing business, customers, finances, strategic, and marketing plans, employee details and such other proprietary information relating to the business of the Disclosing Party and is not in the public domain.

2. **NON-DISCLOSING AND CONFIDENTALLY** The Receiving Party recognizes that in the course of its discussions with the Disclosing Party it shall be privy to Confidential Information relating to the Disclosing Party. Accordingly, the Receiving Party agrees and undertakes:

- a. That the Receiving Party shall not, without the prior written permission of the Disclosing Party, directly or indirectly disclose or cause to be disclosed any Confidential Information to any third party.
- b. That the Receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof.

- c. That the Receiving Party shall promptly inform the Disclosing Party of any accidental disclosure of Confidential Information and shall take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information.
 - d. That the Receiving Party shall use the Confidential Information only for the purpose for which it was provided and shall not profit from the same in any unauthorized manner.
- 2.2 The Receiving Party shall strictly adhere to the provisions mentioned above except:
- a. To the extent that such confidential information is already in the public domain, other than by breach of this Agreement;
 - b. To the extent that such confidential information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the Receiving Party is subject or with whose instructions it is customary to comply under notice to the Disclosing Party.
 - c. To so far as it is disclosed to the employees, directors, partners, financiers or professional advisors of the Receiving Party, provided that the Receiving Party shall procure that such persons treat such Confidential Information as confidential; and
 - d. To the extent that any of such Confidential Information was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party.

2.3 The Receiving Party shall not, except as and to the extent required, make any copies or reproduce the Confidential Information. Such copies or reproductions shall be subject to the terms and conditions of this Agreement and the Receiving Party shall take such steps as are necessary to restrict access to and protect the confidentiality of such copies or reproductions of the Confidential Information.

3. **INJUNCTIVE RELIEF** The Parties acknowledge that due to the extent of the disclosure of the Confidential Information to the Receiving Party, the Receiving Party understands that the Disclosing Party shall suffer irreparable damage if the Receiving Party breaches any of its obligations under this Agreement and that monetary damages shall be inadequate to compensate the Disclosing Party. Consequently, the Receiving Party acknowledges that, in addition to any other remedies of rights, the Disclosing Party shall have the Right to obtain injunctive relief to enforce the terms of this Agreement.



4. DISPUTES RESOLUTION AND GOVERNING LAW

a. Any dispute arising in connection with this Agreement shall be referred to arbitration of a sole arbitrator to be appointed by the Parties. The place of arbitration shall be Karachi, Pakistan. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1940 and shall be in English language. The arbitrators/ arbitral panel shall also decide on the cost of the arbitration proceedings.

b. This Agreement shall be governed in accordance with the laws of Pakistan and shall be subject to the jurisdiction of the High court set in Islamabad/ Karachi.

5. RESERVATIONS OF RIGHTS No forbearance, indulgence, relaxation or inactions by the Disclosing Party at any time, to require performance of any of the provisions of this Agreement shall, in anyway, affect, diminish or prejudice its right to require performance of that provision at a later point in time.

6. PARTIAL INVALIDITY If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

7. INDEMNIFICATION The Receiving Party hereby provides complete indemnity to the Disclosing Party for any loss or damage caused to the Disclosing Party or any of its affiliates and assignees due to breach of obligations of the Receiving Party under this Agreement.

8. NO LICENSE All Confidential Information shared under this Agreement shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information to the Receiving Party.

9. TERM AND TERMINATION

a. This Agreement and the pledge of confidentiality shall remain in effect till the time the Parties mutually agree on cancelling it.

b. Either Party shall not terminate this agreement without consent of the other Party. In the event of termination, the obligations of Non-Disclosure of the Parties here under shall survive.

10. **RETURN OF CONFIDENTIAL INFORMATION** The Receiving Party agree to return to the Disclosing Party or destroy, and verify in writing its destruction, all written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, flash drives/USB's, electronic copies or any material resident in the hard or external drives of any computer) containing or reflecting any Confidential Information (including all copies, summaries, excerpts, extracts or other reproductions) promptly following the Disclosing Party's request or termination, as the case may be. At the Disclosing Party's option, the Receiving Party shall provide written certification of compliance with this Clause. Failure to return the confidential information by local Supplier shall be dealt i.a.w the Official Secret Act, 1923.

11. **CORRESPONDENCE** Each Party hereby designates the following persons for the transmission of Confidential Information and for recording its disclosure and receipt here under:

For Disclosing Party

Name: _____ Name: _____
Contact No: _____ Contact No _____
Email: _____ Email: _____
Address: _____ Address: _____

For Receiving Party

Name: _____ Name: _____
Contact No: _____ Contact No _____
Email: _____ Email: _____
Address: _____ Address: _____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREIN ABOVE MENTIONED:

Witnesses:

1. _____ 2. _____
Name: _____ Name: _____
Address: _____ Address _____
Email: _____ Email: _____
CNIC: _____ CNIC: _____



DP-3

TENDER No.....

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

To:

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

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

Email: dprn@paknavy.gov.pk
adpr31pre@paknavy.gov.pk

DATE _____

DEAR SIR

1. I/WE HEREBY OFFER TO SUPPLY TO THE DIRECTOR OF PROCUREMENT (NAVY) THE STORES DETAILED IN SCHEDULE TO THE TENDER INQUIRY OR SUCH PORTION THEREOF AS YOU MAY SPECIFY IN THE ACCEPTANCE OF TENDER AT THE PRICES OFFERED AGAINST THE SAID SCHEDULE AND FURTHER AGREE THAT THIS OFFER WILL REMAIN VALID UP TO **120 DAYS** AND WILL NOT BE WITHDRAWN OR ALTERED IN TERMS OF RATES QUOTED AND THE CONDITIONS ALREADY STATED THEREIN OR ON BEFORE THIS DATE. I/WE SHALL BE BOUND BY A COMMUNICATION OF ACCEPTANCE TO BE DISPATCHED WITHIN THE PRESCRIBED TIME.

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

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

- A.
- B.
- C.

YOURS FAITHFULLY,

.....
(SIGNATURE OF TENDERER)

.....
(CAPACITY IN WHICH SIGNING)

ADDRESS:.....

DATE.....

SIGNATURE OF WITNESS.....

ADDRESS.....

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

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

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

IMPORTANT

Each column must be filled in with BLOCK CAPITAL LETTERS, 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)