

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

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

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

Document to be Attached with Quotation

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

<u>Sealed Envelope 1 – Technical Offer in Duplicate</u>			
This envelope must contain 02 x sets of Technical Offer (01 x Original + 01 x Copy). Each Set must contain following documents as per this order and Supplier is to mark tick against each to ensure that these documents have been			
S No	Document	Original Set	Copy Set
1	Bank Challan of Rs. 200/- for DGDP registered firms and Rs. 300/- for all other firms (in favour of CMA(DP))		
2	DP-1 Form of IT with tick mark against each clause and initiated on each page		
3	DP-2 Form of IT with compliance remarks against each clause and initiated on each page		
4	Annex A of DP-2 of IT duly filled (with compliance remarks)		
5	Annex B & C (if any) of DP-2 of IT (with compliance remarks)		
6	DP-3 Form of IT (duly filled & Signed)		
7	Manufacturer Authorization letter (where applicable)		
8	Manufacturer Price list (where applicable)		
9	DGDP Registration Letter (If firm is registered with DGDP)		
10	Tax Filling Proof		
11	Affidavit/ Undertaking of provisional registration (If firm is not registered with DGDP)		
<u>Sealed Envelope 2 – Earnest Money</u>			
This Envelop must contain Earnest Money only.			
<u>Sealed Envelope 3 – Commercial Offer</u>			
This Envelop must contain following documents:			
1	Firms Commercial Offer	01 x Original	
2	Principal Invoice (where applicable)	01 x Original	
3	Duly filled DP-2 Form of IT	01 x Original	

Firms Declaration It is certified that we have submitted tender in compliance with above instructions and we understand 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 Bahria Gate
Near SNIDS Centre,
Naval Residential Complex

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

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

M/s _____

Dated :

INVITATION TO TENDER AND GENERAL INSTRUCTIONS

Dear Sir / Madem,

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

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

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

☐
☐

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

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

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

☐
☐

S. No	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.

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

Understood
agreed

Understood
not agreed

☐
☐

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

Directorate of Procurement (Navy)

Through Bahria Gate

Near SNIDS Centre,

Naval Residential

Contact: For General Queries: 051-9262306

Bahria Gate: 0331-5540649

Section: 051-9262309

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

5. Date and Time For Receipt of Tender. Tender must reach this office by the date and time specified in the Schedule to Tender (Form DP-2) attached. This Directorate will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Only legitimate/registered representatives of firm will be allowed to attend tender opening. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt at DP (Navy) on Phone No 051-9271468/ 0331-5540649 well before the opening date / time.

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

☐
☐

7. Validity of Offer.

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

Understood
agreed

Understood
not agreed

☐
☐

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

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

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

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

☐
☐

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

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

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

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

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

☐
☐

13. Treasury Challan.

Understood
agreed

Understood
not agreed

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

☐
☐

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

14. Earnest Money/Tender Bond:

Please ensure Earnest Money is contained in a separate envelop (not inside Technical or commercial offer). Offer is liable to be rejected in case Earnest Money is packed inside commercial or Technical offer (Format as per details in last clause of thid DP-1). Your tender must be accompanied by a Call Deposit Receipt (CDR) in favor of CMA (DP), Rawalpindi for the following amounts:-

Understood
agreed

Understood
not agreed

☐
☐

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

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

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

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

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

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

15. Documents for provisional registration:

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

Understood
agreed

Understood
not agreed

☐
☐

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

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

Understood
agreed

☐

Understood
not agreed

☐

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

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

Understood
agreed

☐

Understood
not agreed

☐

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

Understood
agreed

Understood
not agreed

- a. Complete Trade link between firm and OEM/ Manufacturer.
- b. The firm/supplier shall provide correct and valid e-mail and Fax No to relevant inspecting authority and DP(N). Supplier/contracting firm shall either provide OEM Conformance Certificate to Inspecting Authority of PN or is to be e-mailed to relevant inspecting authority under intimation to DP (Navy). Hard copy of COC must follow in any case through courier. On receipt, relevant inspecting authority shall approach the OEM for verification of Conformance Certificates issued by OEM. Companies/firms rendering false OEM Conforming Certificates will be blacklisted.
- c. Original quotation/Principal/OEM proforma invoice.
- d. In case of bulk proforma invoice, a certificate that prices indicated in the bulk proforma invoice have not been decreased since the date of bulk proforma invoice from the manufacturers/suppliers.
- e. Submit breakup of cost of stores/services on the following lines:

☐☐

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

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

Understood
agreed

☐

Understood
not agreed

☐

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

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

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

☐
☐

a. Integrity Pact shall be applicable to all tenders / contracts irrespective of their financial value. However, a written Integrity Pact shall be signed for contracts exceeding Rs 10 Million between the procuring agency and the supplier / contractor i.a.w Rule-7 of PPRA-

2004. The form is available at www.ppra.org.pk or can be requested at dpn@paknavy.gov.pk

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

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

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

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

☐
☐

24. Amendment to Contract.

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

Understood
agreed

☐

Understood
not agreed

☐

25. Discrepancy.

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

Understood
agreed

☐

Understood
not agreed

☐

26. Price Variation.

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

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

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

Understood
agreed

☐

Understood
not agreed

☐

27. Force Majeure.

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

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

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

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

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

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

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

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

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

Understood
agreed

☐

Understood
not agreed

☐

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

Understood
agreed

Understood
not agreed

☐☐

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

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

Understood
agreed

Understood
not agreed

☐☐

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

Understood
agreed

Understood
not agreed

☐☐

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

Understood
agreed

Understood
not agreed

☐☐

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

Understood
agreed

Understood
not agreed

☐☐

Termination of Contract.Understood
agreedUnderstood
not agreed

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

☐☐

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

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

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

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

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

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

Understood
agreedUnderstood
not agreed☐☐

35. Non Disclosure Agreement/ Secrecy Clause

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

Understood
agreedUnderstood
not agreed☐☐

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

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

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

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

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

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

h. The Contractor undertakes as per relevant Annex, that any information about the sale/purchase of the goods / stores under this contract shall not be communicated to any person/organization / agency, other than the manufacturer of the stores/equipment/ material, or to any press or agency not authorized by the Purchaser to receive it. Any breach on this account will be punishable under Official Secrets Act-1923 of Pakistan and may lead to legal action against the contractor in addition to termination of the contract at the risk and expense of the Contractor.

36. End User Certificate (EUC) (where applicable)

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

Understood
agreed

Understood
not agreed

☐☐

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

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

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

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

Understood
agreed

Understood
not agreed

☐
☐

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

Understood
agreed

Understood
not agreed

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

☐
☐

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

Understood
agreed

Understood
not agreed

☐
☐

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

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

Understood
agreed

☐

Understood
not agreed

☐

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

Understood
agreed

☐

Understood
not agreed

☐

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

Understood
agreed

☐

Understood
not agreed

☐

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

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

Understood
agreed

Understood
not agreed

☐☐

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

Understood
agreed

Understood
not agreed

☐☐

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

Understood
agreed

Understood
not agreed

☐☐

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

Sincerely yours,

(To be Signed by Officer Concerned)

Rank: _____

NAME: _____

DPL-15 (WARRANTY)

FIRM'S NAME M/s _____

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

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

3. This warranty shall remain valid for **01 Year** after the acceptance of stores by the end user

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

SIGNATURE _____

DATE _____

PLACE _____

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

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

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

Sir

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

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

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

- a. To pay to you unconditionally on demand and/or without any reference to our
Customer and amount not exceeding the sum or Rs. _____ Rupees or
FE (as applicable) _____ as would be mentioned in
your written Demand Notice.
- b. To keep this Guarantee in force till _____
- c. That the validity of this Bank Guarantee shall be kept one clear year ahead of the
original/extended delivery period or the warrantee of the stores which so ever is later
in duration on receipt of information from our Customer i.e. M/s _____
or from your office. Claim, if any must be duly received by us on or before this day.
Our liability under this Bank Guarantee shall cease on the closing of banking hours
on the last date of the validity of this Bank Guarantee. Claim received thereafter shall
not be entertained by whether you suffer a loss or not. On receipt of payment under
this guarantee, this document i.e. Bank Guarantee must be clearly cancelled,
discharged and returned to us.

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

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

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

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

Guarantor

Dated: _____

(Bank Seal and Signatures)

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

Contract Title: _____

M/s _____ hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from government of Pakistan or any administrative subdivision or agency thereof or any entity owned or controlled by it (GoP) through any corrupt business practice.

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

M/s _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

[The Buyer]

[The Supplier]

NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON EARNEST MONEY

IMPORTANT

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

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

4. Designation in Firm :

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

8. Date of Establishment of Firm :
9. _____
Firm's Registration Certificate with FBR/Chamber of Commerce/Registrar of Companies.
(Attach Copy of relevant CERTIFICATE)
10. In case PARTNERSHIP (Attach particulars at serial 1,2,3,4,5 and 6 of each partner). (Kindly fill in the above form and forward it under your own letter head with contact details)

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

1. I Mr _____ having CNIC/ Passport No. _____ authorized signatory/ partner/ MD/ Proprietor of M/s _____ do hereby solemnly affirm to DGDP, MoD, Rawalpindi that our firm M/s _____ will apply/ has applied for registration with DGDP, MoD by submitting all the documents required or the registration on _____ [insert date].
2. In case we do not apply for registration by the date mentioned above or it is found at any stage that our firm has not applied for registration with the DGDP, MoD as stated above, our firm shall be liable to disciplinary and legal action by the DGDP/ MoD or any of the organization of the MoD
3. I also accept that any disciplinary and legal action taken by the MoD or any of its organization against my firm in this regard will not be challenged in any court of law.

Station _____
Dated _____

Signature: _____
Name _____
Appoint in Firm: _____

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

ATTESTED BY OATH COMMISSIONER WITH STAMP

NON DISCLOSURE AGREEMENT**UNDERTAKING**

1. I _____
 (Name & Appointment)
 on behalf of _____
 (Name for Firm/ Contractor)

 (With address and Telephone Number)

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

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

Sig _____
 Status/Appointment _____
 Place _____
 Date _____

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

Seal & Date

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

Seal & Date

INVITATION TO TENDER FORM

1. Schedule to Tender No **2690058/B-2609/310139** Dated **28-08- 26** This tender will be closed for acceptance at 10:30 Hours and Will be opened at **11:00** Hours on **03-12-26** Please drop tender in the Tender Box No **201**.

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

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

S No	Detail of Stores	Qty/ Unit	Unit Price	Total Price
1.	PROVISION OF 270 X VHF HAND HELD RADIOS, 70 X VHF MOBILE RADIOS & 80 X VHF BASE RADIOS WITH COMPLETE ACCESSORIES <u>Detailed:</u> <u>Technical Specification Special Instructions: As per Annex A.& Appendix-I To Annex A</u> <u>General Requirement/Instructions:</u> As per Annex B.& Appendix-I To Annex B	Various		
	Grand Total			

NOTE:

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

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

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

Terms and Conditions

1. Terms of Payment As per Annex B of DP-2
2. Origin of OEM To be indicated by the Firm in technical offer
3. Origin of Stores To be indicated by the Firm in technical offer
4. Technical Scrutiny Report Required
5. Delivery Period Within 08 months from CED
6. Currency US \$
7. Basis for acceptance CIF Basis
8. Bid validity The validity period of quotations must be indicated and should invariably be 120 days from the date of opening of technical offer or 30th June whichever is later. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 120 days as per original offer) i.a.w PPRA Rule-26.
9. Tendering procedure Single Stage - Two Envelopes
bidding procedure will be followed . PPRA Rule 36 refers.

10. Earnest Money/Tender Bond

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

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

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

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

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

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

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

11. Special Note.

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

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

ANNEX A TO
INDENT NO 2690058
DATED 28 Aug 26

S No	PARTICULARS GOVERNING SUPPLY SPECIFICATIONS AND SPECIAL INSTRUCTIONS FOR PROCUREMENT OF VHF TRANSCEIVERS	Firm's Reply (Complied Partially Complied/ Not Complied)
1.	INTRODUCTION N/A	
2.	<p>GENERAL REQUIREMENT Following requirement should be included:</p> <ul style="list-style-type: none"> a. Modular design employing state of the art solid-state technology and digital techniques for easy installation/ maintenance. b. System with user friendly MMI (Man Machine Interface). c. The system should have minimum end to end delay during secure communication. d. The equipment should be ruggedized version for submarines, aircraft and shipboard applications. e. Hardware and Software should be supportable/ upgradeable for at least 10 years from the date of induction of system in PN. f. The equipment should have tamper-proof/ evident assembling to offer emergency clear/ erasure of cipher keys/ data in case of any attempt to open the casing. g. Supplier will be responsible for handing over/ Provision of Handheld Radios, VHF Mobile Radios and VHF Base Radios with complete accessories on turn key basis (after the completion of installation, test/trial, STW & commissioning). 	
3.	<p>KEY FEATURES Equipment should have following key features:</p> <ul style="list-style-type: none"> a. The equipment should offer emergency Key Erase/ Emergency clear feature to offer security protection against unauthorized access/ capture. b. The equipment should utilize unique key for every single operation. c. All certificate generation/ management (for any addition/deletion of user) should be managed through centralized Key Management & Certificate Generation Station (KMCGS). 	



4.	<p><u>SOFTWARE REQUIREMENT</u> Following software features should be included:</p> <p>a. Software programme should be user friendly.</p> <p>b. It should be fully supportable in case of an upgrade in hardware and software, if necessitated, due maintainability and/ or technological advancements.</p> <p>c. Necessary software for running the diagnostic test upto module level should also be provided.</p> <p>d. The software modules should be fully documented in the software documentation for understanding their operation.</p>											
5.	<p><u>TECHNICAL FEATURES</u> Equipment should have following features:</p> <p>a. Compatible interfaces with existing VHF Communication Equipment in PN inventory.</p> <p>b. Following to confirm with military standards:</p> <p>(1) EMI/ EMC shielding. (where possible)</p> <p>(2) Shock and Vibrations.</p> <p>(3) All weather resistant (water/ dust etc).</p> <p>c. System with high overall ARM (Availability, Reliability, and Maintainability) Criteria in terms of MTBF and MTTR.</p> <p>d. The system should have BITE self-test at Power on and when required in between normal Ops.</p>											
6.	<p><u>CONFORMANCE TO MILITARY STANDARDS</u></p> <p>a. Equipment should be able to comply following MIL-STDs:</p> <table border="1" data-bbox="181 1413 855 1774"> <thead> <tr> <th>Requirements</th> <th>Relevant Standards</th> </tr> </thead> <tbody> <tr> <td>Electromagnetic Emission and Susceptibility Compliance</td> <td>MIL STD 461E/ 464/ Equivalent Standards</td> </tr> <tr> <td>Interoperability and performance</td> <td>MIL STD 188-141/ Equivalent Standards</td> </tr> <tr> <td>Procedure for conducting shipboard EMI survey</td> <td>MIL STD 1605 A (SH)/ Equivalent Standards</td> </tr> <tr> <td>Military specific</td> <td>MIL STD 810/ Equivalent</td> </tr> </tbody> </table>	Requirements	Relevant Standards	Electromagnetic Emission and Susceptibility Compliance	MIL STD 461E/ 464/ Equivalent Standards	Interoperability and performance	MIL STD 188-141/ Equivalent Standards	Procedure for conducting shipboard EMI survey	MIL STD 1605 A (SH)/ Equivalent Standards	Military specific	MIL STD 810/ Equivalent	
Requirements	Relevant Standards											
Electromagnetic Emission and Susceptibility Compliance	MIL STD 461E/ 464/ Equivalent Standards											
Interoperability and performance	MIL STD 188-141/ Equivalent Standards											
Procedure for conducting shipboard EMI survey	MIL STD 1605 A (SH)/ Equivalent Standards											
Military specific	MIL STD 810/ Equivalent											



	environmental effects	Standards
	Humidity	MIL STD 810/ IEC 68-2-30/ Equivalent Standards
	Vibration	MIL STD 167-1/ IEC 68-2-6/ Equivalent Standards
	Mechanical shock mounts/ Shock Proof	MIL-S 901/ Equivalent Standards / 810
	Electrical Requirement	MIL STD 1399/ Equivalent Standards
	Cooling Requirements	MIL STD 1399/ Equivalent Standards
	Shipboard bonding, grounding and other techniques for EMC/ safety	MIL STD 1310/HDBK/ Equivalent Standards 454
	Requirements for equipment enclosures	MIL STD 108/ MIL-E-24762/ MIL-E2036/ Equivalent Standards
	HF waveform	MIL STD 188-110/ Equivalent Standards
	Test procedures EPM mode	NATO STANAG 4444/ Equivalent Standards
	TEMPEST Proof	NSTISSAM/ 1-92 or MIL-HDBK 232/ Equivalent Standards
	b. The test report should be furnished to confirm that the equipment meets the above listed standards.	
7.	<u>TECHNICAL CHARACTERISTICS</u> The equipment should conform to following technical specifications:	
	a. <u>Digital Encrypted Handheld Radio.</u>	
	• <u>Technical Specifications</u>	
	Frequency Range	30-512 MHz
	Channel Spacing	12.5/25 KHz
	No of Channels	999
	Frequency Control	Synthesized
	Operation	Simplex/Half Duplex
	RF Baud Rate (Digital)	7.785 kbps
	Data Baud Rate (Digital)	3.2 kbps, 4.8 kbps
	Audio Codec (Digital)	4.8 kbps, ACELP
	RF Output Impedance	50 Ohm
	Nominal Operating Voltage	7.2 VDC $\pm$ 20 %



Operating Temperature	-30 C / +60 C
Storage Temperature	-30 C / +60 C
Humidity (EIA/TIA RS-316C)	95% RH
Compliance	MIL-STD-810E, EN-301 489-1, EN60950, TIA/EIA-603-C, EN300 086-2 99/5, EN 300 113-2
Communication Port	RS-232

b. **Digital Encrypted Mobile Radio**

Frequency Range	30-512 MHz
Channel Spacing	12.5/25 KHz
No of Channels	999
Frequency Control	Synthesized
Operation	Simplex/Half Duplex
RF Baud Rate (Digital)	7.785 kbps
Data Baud Rate (Digital)	3.2 kbps, 4.8 kbps
Audio Codec (Digital)	4.8 kbps, ACELP
RF Output Impedance	50 Ohm
Nominal Operating Voltage	13.2 VDC $\pm$ 20 %
Operating Temperature	-30 C / +60 C
Storage Temperature	-30 C / +60 C
Humidity (EIA/TIA RS-316C)	95% RH
Compliance	MIL-STD-810E, EN-301 489-1, EN60950, TIA/EIA-603-C, EN300 086-2 99/5, EN 300 113-2
Communication Port	RS-232

c. **Digital Encrypted Base Radios**

Frequency Range	30-512 MHz
Channel Spacing	12.5/25 KHz
No of Channels	999
Frequency Control	Synthesized



	Operation	Simplex/Half Duplex
	RF Baud Rate (Digital)	7.785 kbps
	Data Baud Rate (Digital)	3.2 kbps, 4.8 kbps
	Audio Codec (Digital)	4.8 kbps, ACELP
	RF Output Impedance	50 Ohm
	Nominal Operating Voltage	13.2 VDC $\pm$ 20 %
	Operating Temperature	-30 C / +60 C
	Storage Temperature	-30 C / +60 C
	Humidity (EIA/TIA RS-316C)	95% RH
	Compliance	MIL-STD-810E, EN-301 489-1, EN60950, TIA/EIA-603-C, EN300 086-2 99/5, EN 300 113-2
	Communication Port	RS-232
	Power Supply	220VAC $\pm$ 20 %
8.	<u>GENERAL PROPERTIES</u>	
	a. <u>DIGITAL/ENCRYPTED BASED STATION RADIOS</u>	
	(1) 999 Channels	
	(2) Analog and Digital/Encrypted Operation on a Single Radio	
	(3) 12.5/25 KHz Channel Spacing per Channel	
	(4) LCD Display & Keypad	
	(5) User Friendly Interface	
	(6) Call loading	
	(7) Talking Party Identification	
	(8) Easy Selection of RF Output power	
	(9) Channel scan	
	(10) Transmit Time-out Timer	
	(11) Configurable Menu Options	
	(12) Computer Based Adjustment & programming	
	b. <u>Digital mode Feature</u>	
	(1) Individual Call	
	(2) Group Call	
	(3) Group Scan	



	(4) Announcement Call (5) Emergency Call (6) SMS Message (7) Data Transmission (with S2 Message Software set) (8) Pre-defined/Status messaging (9) Power on Control (10) Hardware or Software (11) Encryption (Optional) (12) Busy Channel lock-out (13) Index (14) c. Analog Mode Feature Tone Coded Squelch, Automatic Number, Identification (ANI) and Selective call	
9.	Make & Model: The stores/ equipment/ machinery shall be of latest version/ OEM certified and may not be older than 01 year at the time of delivery.	



APPENDIX-I TO
ANNEX A TO 2690058
DATED 28 Aug 26

SCOPE OF SUPPLY

S No	Items	Qty	Firm's (Complied/ Complied/ Complied)	Reply Partially Not																																																			
1.	<p>a. VHF Digital Encrypted Handheld Radios with standard accessories: 5 W RF Output)</p> <table><tr><th>S.No</th><th>Product Name</th><th>Qty per set</th></tr><tr><td>(1)</td><td>Transmitter/ Receiver Unit</td><td>1</td></tr><tr><td>(2)</td><td>Battery</td><td>2</td></tr><tr><td>(3)</td><td>Antenna Helical</td><td>1</td></tr><tr><td>(4)</td><td>Battery Clip for Belt</td><td>1</td></tr><tr><td>(5)</td><td>Desktop Charger</td><td>1</td></tr><tr><td>(6)</td><td>Charger Adopter</td><td>1</td></tr><tr><td>(7)</td><td>Technical/ Operating Manual</td><td>1</td></tr><tr><td>(8)</td><td>Throat Mic</td><td>1</td></tr><tr><td>(9)</td><td>Collar Mic</td><td>1</td></tr><tr><td>(10)</td><td>Head Gear with Boom Mic</td><td>1</td></tr><tr><td>(11)</td><td>Ear Phones with noise cancellation</td><td>1</td></tr></table> <p>c. VHF Digital Encrypted Base Station Radios,90 W with standard accessories</p> <table><tr><th>S.No</th><th>Product Name</th><th>Qty per set</th></tr><tr><td>(1)</td><td>Transmitter/ Receiver Unit</td><td>1</td></tr><tr><td>(2)</td><td>AC/DC Power Supply (0to 15 V DC) with Power Cable</td><td>1</td></tr><tr><td>(3)</td><td>Assy Microphone (Fixed)</td><td>1</td></tr><tr><td>(4)</td><td>Assy Cable Accumulator</td><td>1</td></tr></table>	S.No	Product Name	Qty per set	(1)	Transmitter/ Receiver Unit	1	(2)	Battery	2	(3)	Antenna Helical	1	(4)	Battery Clip for Belt	1	(5)	Desktop Charger	1	(6)	Charger Adopter	1	(7)	Technical/ Operating Manual	1	(8)	Throat Mic	1	(9)	Collar Mic	1	(10)	Head Gear with Boom Mic	1	(11)	Ear Phones with noise cancellation	1	S.No	Product Name	Qty per set	(1)	Transmitter/ Receiver Unit	1	(2)	AC/DC Power Supply (0to 15 V DC) with Power Cable	1	(3)	Assy Microphone (Fixed)	1	(4)	Assy Cable Accumulator	1	270		
S.No	Product Name	Qty per set																																																					
(1)	Transmitter/ Receiver Unit	1																																																					
(2)	Battery	2																																																					
(3)	Antenna Helical	1																																																					
(4)	Battery Clip for Belt	1																																																					
(5)	Desktop Charger	1																																																					
(6)	Charger Adopter	1																																																					
(7)	Technical/ Operating Manual	1																																																					
(8)	Throat Mic	1																																																					
(9)	Collar Mic	1																																																					
(10)	Head Gear with Boom Mic	1																																																					
(11)	Ear Phones with noise cancellation	1																																																					
S.No	Product Name	Qty per set																																																					
(1)	Transmitter/ Receiver Unit	1																																																					
(2)	AC/DC Power Supply (0to 15 V DC) with Power Cable	1																																																					
(3)	Assy Microphone (Fixed)	1																																																					
(4)	Assy Cable Accumulator	1																																																					



(5)	Assy Cable Power Connect Short	1
(6)	Assy Cable Antenna Interconnect 1.5 mtr	1
(7)	Assy Cable RF N-N RG-214/U 0.50 mtr	1
(8)	Antenna 6.25 dB Gain (136~174 MHz)	1
(9)	Antenna Cable with connectors (2dB/100m) 50 mtr	1
(10)	Technical/ operating Manual	1

b. **VHF Digital Encrypted Vehicle Mobile Radios with Standard Accessories:** **70**

S.No	Product Name	Qty per set
(1)	Transmitter / Receiver Unit	1
(2)	Speaker 5 to 10 W	1
(3)	Assy Microphone Vehicle	1
(4)	Assy Antenna Flexible VHF 3dB	1
(5)	Assy Cable Accumulator Short	1
(6)	Antenna RF cable with connectors	1
(7)	Mounting tray/ accessories	1
(8)	Technical Operating Manual	1



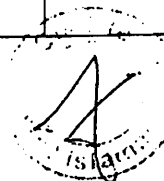
ANNEX B TO**INDENT NO 2690058****DATED 28 Aug 26**

S No	GENERAL TERMS AND CONDITIONS	Firm's Reply (Complied Partially Complied/ Not Complied)
1.	PROOF OF CONCEPT (POC): Supplier must demonstrate his equipment to purchaser to successfully operate its equipment w.r.t integration with existing equipment onboard nominated platforms and shore units. Certificate to this must be provided with the Technical Proposal to Procuring agency. The supplier must provide a certificate alongwith the technical proposal that PoC has been undertaken in compliance to tender mandatory requirement for this particular requirement. Failure to submit this certificate alongwith technical proposal shall constitute the grounds for technical rejection of submitted proposal.	
2.	CONTRACT EFFECTIVE DATE CED shall be established and notified by the purchase upon completion of following pre-requisities: a. Contract signing by both parties. b. Endorsement of Military Finance i.e FA (N).	
3.	DELIVERY SCHEDULE 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 Seller on CIF basis.	
4.	PAYMENT TERMS/ PAYMENT MILESTONES Following payment terms are applicable. Moreover, in case of NIL requirement of installation, Commissioning, Trials and Training etc, payment terms will be rephrased accordingly: a. As per DPP&I-35 (Revised 2024) or as decided by DP (N). b. 60% payment on completion of following: (1) Delivery of stores at PURCHASER's nominated	

	<p>site at Karachi.</p> <p>(2) Successful Joint Inspection report without any discrepancies.</p> <p>(3) Provision of relevant Documents.</p> <p>c. 20% payment on successful completion of installation/ integration/ interfacing/ STW/ commissioning of equipment at purchaser site complying all specifications/ acceptance criteria and issuance of acceptance certificate by purchaser.</p> <p>d. 20% payment on completion of following:</p> <p>(1) Satisfactory conduct of operator and maintainer training of purchaser team.</p> <p>(2) Issuance of CRV by Consignee.</p>	
5.	<p>TECHNICAL ASSISTANCE The Seller will provide for each system the services of its own qualified engineers and technicians to undertake all activities mentioned below with the assistance of Pakistan Navy. These services will be for the duration till all the activities defined below are accomplished to the entire satisfaction of PN.</p> <p>a. Installation of the complete equipment along with all the accessories/ ancillaries at respective units in Pakistan including the feasibility study and interface development.</p> <p>b. Integration and interfacing with the other systems, equipment and ancillary equipment which are required for proper and complete functioning of the overall systems of the respective unit/ vessels in Pakistan.</p> <p>c. Seller will be responsible for Installation, Set to Work (STW), Post Installation Tests/Trials, Harbour Acceptance Trials and Sea Acceptance Trials (SATs) on respective units/ vessels in Pakistan.</p>	
6.	<p>LIQUIDATED DAMAGES (LD): 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 Seller 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</p>	



	late	
7.	<p><u>ACCEPTANCE CRITERIA</u></p> <p>a. The Seller will provide Factory Acceptance Tests (FATs), Setting to Work (STW), Field Acceptance Trials, Harbour Acceptance Trials (HATs) and Sea Acceptance Trials (SATs) procedures (in english) three months in advance for study and vetting by PN. The final acceptance procedures will be made by PN, taking into consideration the trial procedures recommended by the Seller, system specifications provided by the Seller and PN experience in operating/maintaining VHF communication equipment.</p> <p>b. Supplier will carry out Factory Acceptance Trials (FATs) at its premises with PN participation and provide conformance certificate to Purchaser. 03 x PN officers will witness the FATs at Supplier's expense. Performance of the equipment will be further evaluated through HATs/ SATs. STW will remain the responsibility of Supplier.</p> <p>c. After installation, STW and commissioning of the supplied system, the Seller will carryout all acceptance tests/trials in the presence of Purchaser/PN to prove that the equipment supplied is performing as per the criteria. The final acceptance certificate will be signed by PN only after successful completion of all acceptance trials and 100% operational performance proven by the Seller to the entire satisfaction of Purchaser/ PN as per agreed capabilities.</p> <p>d. The purchaser shall have the right to inspect the equipment at Seller's site before its handing over to PN.</p> <p>e. Cipher equipment certification through NTISB is the responsibility of OEM. Equipment Acceptance certificate by NTISB is to be provided alongwith delivery of the cipher equipment.</p>	
8.	<p><u>REJECTION CRITERIA</u> Equipment shall not be acceptable in case of following:</p> <p>a. Equipment specifications are not as per Annex A or not accepted by purchaser.</p> <p>b. Spares/ Consumables required for maintenance/ operation of the system for 02 x years is not provided to purchaser on FOC basis.</p> <p>c. Documentation is not provided as per appendix-I to Annex B.</p> <p>d. Training is not conducted as per clause 9 of Annex B.</p> <p>e. Confirmation of performance and functions is not same as given in contract and relevant documentation/ manuals.</p>	



f. Seller has not provided acceptance criteria in accordance with Seller'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 Seller within 45 days of intimation by purchaser.

9. **TRAINING:**

a. Following courses are to be conducted by the seller for 10 days.

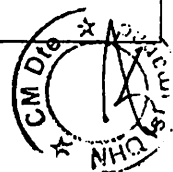
S.No	TYPE OF COURSE	VENUE
(1)	Operator Course for 15 Personnel	At Pakistan
(2)	Maintainer Course upto onboard maintenance level including software/computer based training with respect to interfacing with other systems for 10 Personnel.	At Pakistan
(3)	Maintainer Course for enabling them to carry out routine maintenance of the equipment for 10 Personnel.	Onboard Ships (if req)
(4)	Depot Level training and Test Equipment for PN Dockyard Personnel for ¾ Level Maintenance	In Pakistan

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

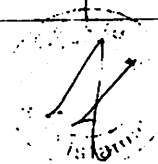
(1) On completion of the operator training, the trainees should be able to use the system to its optimum capabilities.

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

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



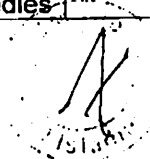
	<p>(4) Supplier is to provide complete details of the syllabi for the categories of training stated in para 9 to the buyer with in two months after contract finalization for vetting and acceptance by PN.</p> <p>(5) The seller will provide all the training material including course notes/handouts and practical on job training. Complete set of CBTs for operator and maintainer training</p>	
10.	<p><u>CONTINUOUS LOGISTIC SUPPORT.</u></p> <p>a. Seller should provide guarantee to supply necessary spares for next 10 years from the date of signing the contract. A certificate to this effect should be provided by the Seller prior to acceptance of the system.</p> <p>b. In case of discontinuation of production of any component/ part as result of obsolescence or development of upgraded version, the Seller should inform the Purchaser at least one (01) year in advance. The Seller 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 seller shall ensure the spare supportability during warranty period in terms of DPL-15 and after warranty in terms of clause 22 of the Annex B. For efficient spare supportability the Seller shall provide the spares from its stock.</p> <p>c. The seller is to provide alongwith the offer the copies of Standards/Specifications referred to or used for the equipment and its accessories.</p> <p>d. The Seller is to provide alongwith the offer the name of manufacturers of all the major sub-assemblies, components and associated accessories of the offered system.</p>	
11.	<p><u>SPARES.</u></p> <p>a. Seller will provide onboard 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 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) OEM. (7) Main Equipment. (8) Price. 	



	<p>(9) Quantity Required.</p> <p>(10) Special storage requirement.</p> <p>b. The composition of the spares package provided as part of the scope of supply should essentially include atleast one of each type of major LRUs and PCBs. A certificate to the effect will be rendered by OEM alongwith offer.</p> <p>c. Critically required spares should form part of one year onboard and five (05) years depot level spares package which are to be provided by OEM. The proposal should include price and lead time of all critical items.</p> <p>d. Seller 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, Seller 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> <p>(1) FRONT SIDE: Name & Address of PURCHASER</p> <p>(2) OTHER SIDE: Contract No Dated</p> <p>(3) TOP: Gross Weight</p> <p>(4) Dimensions: A yellow disc 4" or 6" in diameter according to the size of packing.</p> <p>c. For fragile stores word "FRAGILE" is to be marked in bold letters on all sides of the consignment/ package.</p> <p>d. Any loss or demurrage occurring due to wrong marking or packing will be borne by the Seller.</p> <p>e. All stores will be marked with a broad arrow pointing upward, by stamping, painting or tallying. Each individual item of stores must bear the Part No to facilitate identification.</p>	
13.	<p><u>ARBITRATION.</u> 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</p>	



	<p>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 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.</p> <p>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.</p> <p>c. Arbitration award will be firm and final and unchallengeable in any court of law.</p>	
14.	<p><u>AGENT COMMISSION DECLARATION CERTIFICATION/ INTEGRITY PACT.</u></p> <p>a. The Seller 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.</p> <p>b. Without limiting the generality of the foregoing, the Seller represents and warrant that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly thorough any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from the Government of Pakistan, except that which has been expressly declared pursuant hereto.</p> <p>c. Seller 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.</p> <p>d. Seller 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</p>	



	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></p> <p>As per DP-1 Clause 27</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 Seller's representative within fifteen (15) days after arrival of the stores at the consignee's premises. The consignee will inform the Seller in due time about the aircraft/ vessel's date of arrival. If for the reasons of economy, or any other reason, the Seller decides not to nominate his representative for such checking; an advance written notice to this effect will be given by the Seller to the PURCHASER prior to shipment of stores. In such an event, the Seller will clearly undertake that the decision of consignee with regard to quantities and description found will be accordingly made up by Seller. In all other cases the consignee shall inform the Seller immediately on receipt of stores through registered mail or fax. If no response from the Seller is received within thirty (30) days from receipt of stores, the consignee will have the right to proceed with the checking without Seller's representative. Consignee's report on checking of stores will be binding on the seller in such cases.</p>	
17.	<p><u>PROVISION TO BUY ADDITIONAL SYSTEMS</u> The Purchaser/ PN may order additional sets and accessories 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</p>	



	systems initially procured under this indent.	
18.	<u>PRICE VARIATION</u> . As per DP-1 Clause 26.	
19.	<p><u>OBSOLESCENCE CLAUSE</u> Following obsolescence clauses will also be included in the contract as part of continuous logistic support:</p> <p>a. The Seller 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 Seller 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 Seller after Twenty (20) years, whereas user still wishes to continue using the same equipment, in such case Seller 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, Seller 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 Seller should inform the PURCHASER at least one (01) year in advance. The Seller 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 Seller shall ensure the spare supportability during warranty period in terms of DPL-15 and after warranty. For efficient spare supportability the Seller shall provide the spares from its stock (preferably held in Pakistan at Karachi or Islamabad).</p> <p>d. If Seller's manufactured Radio Equipment declared obsolete by Seller, and Seller does supply an equivalent replacement within five (05) years from CED, the Seller will provide the new equipment at the same price as of original equipment.</p> <p>e. In case any component of the Seller's radio becomes obsolete or out of production, Seller is to give one year advance notice and would be bound to provide an alternate solution at same cost as of the given component, to keep the Radio sets in optimum operational condition.</p>	
20.	<u>RISK & EXPENSE (R/E)</u> . As per DP-1 Clause 31.	
21.	<u>MAN MACHINE INTERFACE (MMI)</u> The equipment should be user friendly, MMI configurable by purchaser as per agreed user requirement.	



WARRANTY/ GUARANTEE

- a. Seller is to guarantee that product is as per specs of the contract.
- b. Complete equipment including accessories are to be warranted by the Seller for a period of **01 year**, for all defects from the date of joint insp by PN or maximum period of 24 months from th date of delivery of stores.
- c. The Seller is to guarantee that all the items supplied under the terms of this contract are of the latest version, Seller certified, brand new, not a prototype and is a proven product. Stores, which are not procured directly from Seller or his authorized dealer / agent / stockiest, will not be acceptable.
- d. The Seller is to guarantee that materials used, whether or not of his manufacture, conform to the international quality standards for such equipment.
- e. Post delivery, the Seller 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.
- f. In case of Seller's failure to replace the defective stores without any additional cost within 02 months he will refund relevant cost DDP at consignee's warehouse in the currency in which received along with a reasonable compensation as claimed by PN.
- g. Any up-gradation/ modification/ repair maintenance done during warranty period in hardware or software is to be incorporated free of cost by the OEM/ supplier.

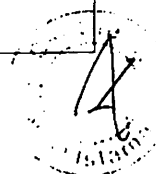
23.

LIABILITY.

- a. Seller 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.
- b. Foregoing shall not affect purchaser's right to claim compensation against Seller for damages suffered by purchaser arising directly from performance, bad performance or non performance of Seller's duties and/ or obligations under Contract, provided that, aggregate liability of Seller 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 Seller under this Contract



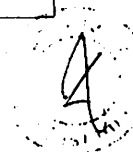
24.	<u>QUALITY ASSURANCE AND QUALITY CONTROL.</u> Seller shall be responsible for the Quality Control/ Quality Assurance of the designed performance of the supplies. STW of the system will form part of this criteria. Seller shall carry out stage inspections during every stage of process and provide Quality Control/ Quality Assurance Criteria to ensure quality conformance with Technical Data Package of the Contract.	
25.	<u>LANGUAGE, MEASUREMENTS AND WORKING METHODS</u> 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	
26.	<u>END USER</u> N/A	
27.	<u>PENALTY</u> a. The Seller 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 out rightly reject the equipment or impose penalty at the rate of 0-15 % of the values of the relevant equipment / item. b. The penalty shall not absolve the Seller 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.	
28.	<u>DISCREPANCY:</u> As per DP-1 Clause 25	
29.	<u>INDEMNITY:</u> The Seller 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 Seller of the same and the Seller shall be at liberty to settle any dispute or to conduct any litigation that may arise there from at his own expenses.	
30.	<u>SUBLETTING:</u> The Seller shall be entirely responsible for the execution of the contract in all respects according to the terms of the	



	contract. The Seller shall not sublet; transfer or assign the contract or any part thereof to any other firm/ party without prior written permission of the purchaser.	
31.	AMENDMENT IN QUANTITY OF STORES: Purchaser has the right to increase/ decrease the quantity of stores after opening of commercial offer, depending upon availability of funds. Purchaser decision shall not be challenged by the bidders.	
32.	TERMINATION. As per DP-1 Clause 33	
33.	COMPENSATION ON BREACH OF CONTRACT: If Seller fails to supply the contracted stores/equipment or contract is cancelled either on Seller's Risk & Expense (RE) or without RE or contract becomes ineffective due to default of Seller or stores/equipment declared defective and causes loss to the purchaser, Seller 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 Seller in Government of Pakistan treasury in the currency of contract.	
34.	MAINTENANCE FACILITIES: The Seller will provide the following to the Purchaser: a. Enumeration of maintenance and repair philosophy and	



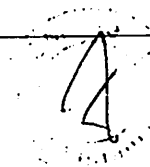
	<p>degree of reparability at each maintenance level.</p> <p>b. The number and qualifications of the personnel required at each level.</p> <p>c. Maintenance frequency requirement (including overhauling of antennas, couplers and mechanical parts fitted) at each level with special emphasis to external equipment/ parts exposed to coastal environment.</p> <p>d. Facility required at each level including test equipment/ tools etc alongwith cost of each item.</p> <p>e. Equipment and system reliability figures.</p>	
35.	<p><u>FUTURE SUPPORTABILITY REQUIREMENTS</u></p> <p>Future maintenance requirements of the equipment should be considered in two phases:</p> <p>a. <u>Phase-I:</u></p> <p>(1) Maintenance facilities including spare support should be provided by the firm free of cost during warranty period i.e. one year after induction of equipment.</p> <p>(2) Seller should provide hot bed test bench facility and depot level training to PN personnel to ensure 100% repair capability.</p> <p>(3) Firm should provide complete range of Tools/ Test, Equipment, jigs and extension boards along with requisite software/ firmware required for modules level replacement.</p> <p>b. <u>Phase-II:</u> Under mentioned items to be delivered alongwith radio Equipment:</p> <p>(1) One year onboard and 5 years (after expiry of warranty) Depot level package of spares/ replacement modules and PCBs is to be made available.</p> <p>(2) The Seller should agree to provide future upgrades/ modifications on the offered stores with certification of being brand new.</p> <p>(3) The Seller is to provide a list of all customized components/items.</p> <p>(4) The Seller should buy back/ replace stores which are not consumed, as per PN requirements.</p>	



	(5) The Seller should agree to certify that items are brand new and recent manufacture.	
36.	<p><u>TEST INSTRUMENTS AND TOOLS</u></p> <p>a. An adequate inventory of general purpose test equipment/ tools and special to type test equipment/ tools will also be provided by the Seller to support following:</p> <p>(1) Set to Work, Field Tests/Trials.</p> <p>(2) Intermediate / workshop level maintenance and calibration with associated hardware.</p> <p>b. The Seller shall provide proposal for Dockyard/Depot level test bench facilities alongwith budgetary effects covering following:</p> <p>(1) Test Instruments to undertake overhaul and reconditioning of equipment.</p> <p>(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.</p> <p>c. The Seller shall guarantee the provision of the dockyard/ workshop level test bench facilities as stated in para 19.</p>	
37.	<p><u>INSTALLATION OF EQUIPMENT:</u> Seller should undertake installation of equipment onboard each platform. Prior installation, Project Definition Documents (PDD) defining interfacing, necessary drawings and other technical requirements should be prepared and provided by the Seller.</p>	
38.	<p><u>TRIALS OF EQUIPMENTS:</u> Following to be included in the trials:</p> <p>a. All claimed technical/operational capabilities should be demonstrated during Factory Acceptance Trials (FATs).</p> <p>b. Prior installation workshop/shore stations trials should be conducted to verify workmanship, applied quality standard and other technical features of the equipment.</p> <p>c. The Seller is to provide acceptance criteria prior HATs/SATs at least 3 months in advance of the scheduled date for approval from PN.</p> <p>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.</p>	



39.	<p><u>INTERFACING</u></p> <p>a. The Seller 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 OEM, 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.</p> <p>b. The OEM will deliver the ICDs / protocols alongwith the equipment. This will include all hardware/software modules to facilitate PN to integrate the equipment independent of OEM at later stages.</p> <p>c. OEM is agreed to provide any information and assistance to PN for integration to any system.</p>	
40.	<p><u>TECHNICAL SCRUTINY:</u></p> <p>a. Technical scrutiny of the technical bid would be conducted by a committee nominated by NHQ.</p> <p>b. Detailed specifications alongwith broucher/ drawing of the store accepted during technical scrutiny (TS) are to be provided.</p>	
41.	<p><u>CERTIFICATE OF CONFORMANCE:</u> 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 OEM Conformance Certificate shall be black listed.</p>	
42.	<p><u>INTEGRITY PACT:</u></p> <p>As per DP-1 Clause 21 and Integrity Pact certificate is required as per formate at Annex C of DP-1.</p>	
43.	<p><u>NON DISCLOSURE AGREEMENT / SECRECY CLAUSE</u></p> <p>As per DP-1 Clause 35 and Non disclosure certificate is required as per format at Annex F to DP-1.</p>	
44.	<p><u>BIDDING PROCEDURE:</u> This tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure.</p>	
45.	<p><u>PERFORMANCE BANK GAURANTEE:</u></p> <p>As per DP-1 Clause 20</p>	



46.	<p><u>INSPECTION OF STORES</u></p> <p>a. (1) Inspection Authority: CINS Karachi</p> <p>(2) However, Joint inspection will be carried out by officers nominated by Director Radio Communication comprising technical reps of user, consignee and CINS.</p> <p>(3) Place of inspection: At NSD</p>	
47.	<p><u>FAULT DIAGNOSIS:</u> Facility w.r.t viability of offered communication sets w.r.t undertaking fault diagnosis of procured communication sets may be provided, so as to ensure cost effective Through Life Supportability.</p>	
48.	<p><u>EXPORT LICENCE/ PERMIT.</u> It is the responsibility of the supplier to apply for obtaining Export License/ Permit from its Govt. for export of indented items/ stores for supply/ delivery of equipment to Pakistan. However, It may not affect the delivery of the equipment as per Clause 3 of Annex B. EUC if required from Purchaser may be forwarded to Purchaser for further processing of approval.</p>	
49.	<p><u>MISCELLANEOUS</u></p> <p>a. OEM certified brand new equipment/ stores to be accepted on firm's warranty/ guarantee on DPL-15 at consignee's end.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>e. The Seller is to provide 'Complete Check off List against each indent clause.</p> <p>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).</p> <p>g. The commercial proposal should include separately cost of following:</p> <p>(1) Major equipment</p> <p>(2) Accessories</p> <p>(3) Tools/ test equipment</p> <p>(4) Spares</p>	



	<p>(5) Training</p> <p>(6) Documentation</p> <p>(7) Any other item</p> <p>h. Following will be provided by the OEM, alongwith proposal for smooth conclusion of contract:</p> <p>(1) List of ready use and depot level spares alongwith the price of each item and critical items with lead time.</p> <p>(2) List of test equipment / tool for intermediate and depot level maintenance as per clause 36(a) of Annex B.</p> <p>(3) Maintenance philosophy to maintain the equipment with maximum efficiency as per clause 34 of Annex B.</p> <p>(4) List of documentation alongwith one set of documents as per appendix-I to Annex B.</p> <p>(5) A complete ILS package to support the equipment for 10 years in conjunction with the maintenance philosophy.</p> <p>(6) Certificate of supportability for next 10 years as per clauses 10(a) & 11 (d) of Annex B respectively.</p> <p>(7) Certificate that the spares include at least one major LRU and PCB as per clause 11(b) of Annex B.</p> <p>(8) Warranty Certificate.</p> <p>(9) List of PCBs/ modules repairable and non-repairable as per clause 37(b) and the list of all customized items as per clause 23 of Annex B.</p> <p>(10) Copies of the standards as per clause 10(c) of Annex B alongwith test reports for conformance to military standard.</p> <p>(11) Addresses of OEMs/vendors with e-mail, telephone and postal addresses is required.</p>	
--	---	--

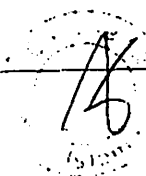


APPENDIX-I TO

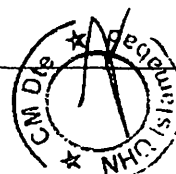
ANNEX B TO

DATED 28 Aug 26

S No	<u>GENERAL TERMS AND CONDITIONS</u>	Firm's Reply (Complied Partially Complied/ Not Complied)
1.	<p><u>DOCUMENTATION</u></p> <p>a. Following categories of documents/manuals are to be provided by the Seller 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>(1) <u>Manuals.</u></p> <ul style="list-style-type: none"> (a) Operator Manual (b) User Manual (c) Maintenance Manual (d) Workshop Manual (e) Technical Manual (f) Installation Manual <p>(2) <u>Catalogues.</u> Catalogues of Ancillary Support Equipment required for operation and maintenance of equipment containing description, part number, quantity required, calibration periodicity and manufacture name of ASE, Portable Specialized Support Equipment (PSSE), Special to Type Test Equipment (STTE), Common User Hand Tools (CUHT), Common Use Mechanical Testing Equipment (CUMTE), Common Range Electrical Testing Equipment (CRETE) and Automatic Test Equipment (ATE) are to be provided with the equipment.</p> <p>(3) <u>Documents.</u></p> <ul style="list-style-type: none"> (a) Test Equipment/Tools. (b) Part Identification Lists (PILS). (c) Illustrated Parts Catalogues (IPCs). (d) Recommended spare part (onboard and depot level) (e) Cable layouts for system interfacing (f) Test & Trials sheets alongwith the detailed 	



	<p>procedures.</p> <ul style="list-style-type: none"> (g) Keep alive policy. (h) List of upkeep by exchange items. (j) List of R x R items. (k) Software procedures including sources code. <p>4. <u>Drawings.</u></p> <ul style="list-style-type: none"> (a) Installation drawings (b) Circuit diagram (c) Component layout diagrams of PCBs (d) Schematic diagrams for track verifications (e) and physical connections Test fixtures <p>b. The OEM will deliver the ICDs / protocols alongwith the equipment. This will include all hardware/software modules to facilitate PN to integrate the equipment independent of OEM at later stages.</p>	
2.	<p><u>DETAILS OF VARIOUS DOCUMENTATION/ MANUALS:</u> The details of technical contents which should be included in the documentation are as under:</p> <p>a. <u>Operating Manual.</u> This document should provide detailed operating procedures for the sets and use of the accompanied accessories.</p> <p>b. <u>Installation Manual.</u> This document cover in detail pre-installation checks, detailed installation procedures alongwith drawings and post installation checks, should also cover set to work & commissioning procedures alongwith relevant settings and performance data sheet. This should also provide installation specifications and test & trial procedures alongwith test forms.</p> <p>c. <u>Maintenance Manual.</u> This document should include following:</p> <ul style="list-style-type: none"> (1) Technical data / specifications & general technical description of the equipment/system, including its all sub assemblies /sub system. (2) Level 1 & 2 maintenance routines alongwith detailed procedure to complete maintenance job including information contained in Job Information Cards, Engineering Procedure, Technical Repair Standard i.e. spares / stores divided into following categories: <ul style="list-style-type: none"> (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)

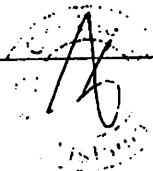
d. **Software Manuals.** Complete documentation (fully commented) to support all aspects of software maintenance alongwith the source code both in hard and soft form.

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.

(8) Parts list.

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

(10) Component layout of PCBs/modules

(11) Mylar of all PCBs.

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

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

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

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

(17) Performance chart.

(18) List of standard test equipment.

(19) List of special to type test equipment.

(20) List of insurance / contingency items.

(21) List of U x E items.

(22) 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.

j. **Project Definition Document (PDD).** Project Definition Document is to be provided by the Seller 03 months after contract effective date.



Tender No

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

To:

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

Dear Sir,

1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day or 30th June whichever is later and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time.

2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in light of DDP&I-35 (Edition 2024) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. The following Annexes have been added to and form part of this tender:

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

YOURS FAITHFULLY,

.....
 (SIGNATURE OF TENDERER)

.....
 (CAPACITY IN WHICH SIGNING)

ADDRESS:.....

DATE.....

SIGNATURE OF WITNESS.....

ADDRESS.....



*Individual signing tender and/or other documents connected with a contract must specify:-

- (a) Whether signing as "Sole Proprietor" of the firm or his attorney.
- (b) Whether signing as a "Registered Active Partner" of the firm or his attorney.
- (c) Whether signing for the firm "per procuration".
- (d) In the case of companies and firms registered under the Act, 1913 as amended up-to-date and under the Partnership Act 1932, the capacity in which signing e.g., the Director, Secretary, Manager, Partner, etc. or their attorney and produce copy of document empowering him so to sign, if called upon to do so.
- (e) Principal's proforma invoice (in original)
- (f) Earnest money
- (g) Treasury Challan Form for tender Fees as applicable.