

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

Contact: Reception 051-9262311, Bahria Gate 0331-5540649, Section: 051-9262304  
Email: dpn@paknavy.gov.pk 051-9262304 adpn31pre@paknavy.gov.pk

P-31/FOB Section (Contact: 051-9262304, Email: adpn31pre@paknavy.gov.pk)

Tender No and Date B2201310479  
Tender Description 15 x V/UHF Tx/Rx (SDR) Naval Version  
IT Opening Date 03/03/2022  
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 Envelop 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 IT duly filled (with compliance remarks)		
5	Annex B & C 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	DRAP registration letter (in case of medical)		
10	DGDP Registration Letter (If firm is registered with DGDP)		
11	Tax Filling Proof		

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

<u>Sealed Envelop 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

Firm's Authorized Signatures \_\_\_\_\_



DIRECTORATE PROCUREMENT (NAVY)

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

Contact: Reception: 051-9262311  
 Bahria Gate: 0331-5540649  
 Section: 051-9262304

Email: dpn@paknavy.gov.pk  
 adpn31pre@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 (Revised 2019) covering general terms and conditions of contracts laid down by MoDP / DGDP. As a potential bidder, it is incumbent upon you and your firm to first acquaint yourself with PPRA Rules 2004 ([www.ppra.org.pk](http://www.ppra.org.pk)) and DPP I-35 (Revised 2019) (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 (Revised 2019) 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
	<input type="checkbox"/>	<input type="checkbox"/>

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

**Directorate of Procurement (Navy)**

Through Bahria Gate  
Near SNIDS Centre,  
Naval Residential

Contact: Reception: 051-9262311  
Bahria Gate: 0331-  
5540649

Section: 051-9262304  
Email: dpn@paknavy.gov.pk  
adpn31pre@paknavy.

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 well before the opening date / time.

	Understood agreed	Understood not agreed
	<input type="checkbox"/>	<input type="checkbox"/>

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
	<input type="checkbox"/>	<input type="checkbox"/>

7. Validity of Offer.

	Understood agreed	Understood not agreed
	<input type="checkbox"/>	<input type="checkbox"/>

a. 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.

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

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 up to 01 year.

Understood  
agreed

Understood  
not agreed



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

Understood  
agreed

Understood  
not agreed

a. Proof of firms financial capability.

b. Foreign Seller has to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores.

c. Principal/Agency Agreement.

d. Registration with DGDP (Provisional Registration is mandatory)



13. Treasury Challan.

Understood  
agreed

Understood  
not agreed

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

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

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

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.r	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. CINS, Joint Inspection will be carried out by INS, Consignee and Specialist User or a team nominated by Pakistan Navy. CINS inspection shall be as prescribed in DPP & I-35 (Revised 2019) or as per terms of the contract.

Understood  
agreed

Understood  
not agreed

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. OEM/Authorized Dealer/Agent Certificate along with OEM Dealership Evidence.

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

c. Original quotation/Principal/OEM proforma invoice.

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

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

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

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

(1) General Sales Tax

(2) Income Tax

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

(4) Any other tax

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

(iv) Agent commission/profit, if any.

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

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

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.



2 0 . Rejection of Stores/Services. To ensure timely and correct supply of stores the firm will furnish an unconditional Bank Guarantee (BG in the currency in which contract is concluded) from a schedule Bank of Pakistan for an amount upto 10 % of the contract value (excluding Taxes, duties/freight handling charges) on a Judicial Stamp Paper (All pages) of the value of (Rs 100.00) as per prescribed format or in shape of CSD/Bank draft. The Bank Guarantee shall be endorsed in favour of CMA (DP) Rawalpindi who is the Accounts Officer specified in the contract. The CMA (DP) Rawalpindi has the like power of seeking encashment of the Bank Guarantee as if the same has been demanded by the purchaser himself. The Bank Guarantee shall be produced by the supplier within 30 days 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 at Annex B.

Understood  
agreed

Understood  
not agreed



2 1 . 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. 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](http://www.ppra.org.pk) or can be requested at [dpn@paknavy.gov.pk](mailto: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 Pakistans 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.

2 2 . 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



2 3 . 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 60 days after receipt of stores for discrepancies found in the consignment. The quantities found short are to be made good by the supplier, free of cost.

Understood  
agreed

Understood  
not agreed

26. Price Variation.

Understood  
agreed

Understood  
not agreed

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.

27. Force Majeure.

Understood  
agreed

Understood  
not agreed

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

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

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

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

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

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

Understood agreed      Understood not agreed

    

- a. The dispute will be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law.
- b. The venue of the arbitration shall be the place from which the contract is issued or such other places as the Purchaser at his discretion may determine.
- c. The arbitration award shall be firm and final.
- d. In course of arbitration the contract shall be continuously be executed except that part which is under arbitration
- e. All proceedings under this clause shall be conducted in English language and in writing

29. Court of Jurisdiction. In case of any dispute only court of jurisdiction at Rawalpindi, 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.

Understood agreed      Understood not agreed

    

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

Understood agreed      Understood not agreed

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

Understood  
agreed

Understood  
not agreed

34. Termination of Contract.

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

Understood  
agreed

Understood  
not agreed

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

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

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

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

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

Understood  
agreed

Understood  
not agreed

36. Application of Official Secrets Act, 1923. All the matters connected with this enquiry and subsequent actions arising there from come within the scope of the Official Secrets Act, 1923. You are, therefore, requested to ensure complete secrecy regarding documents and stores concerned with the enquiry and to limit the number of your employees having access to this information.

Understood  
agreed

Understood  
not agreed

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.P  
K

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 Para 17.
- 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/CandF 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 30 days decision
b	Appeals for reinstatement of contracts	Within 30 days decision
c	Appeals for risk and expense amount	Within 30 days decision
d	Appeals for rejection of stores	Within 30 days decision
e	Appeals in all other Cases	Within 30 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 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 paras 12 and 14 above

Understood agreed      Understood not agreed

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

Understood agreed      Understood not agreed

- a. NTN
- b. Income Tax Return
- c. Sales Tax Return
- d. Sales Tax Certificate
- e. Chamber of Commerce Industry Certificate
- f. Professional Tax Certificate (Excise 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 DPL-15 (warranty form) and PBG are enclosed as Annex A and B.

Understood  
agreed

Understood  
not agreed

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 FOR/DPP Karachi (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

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

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

Sir

1. Whereas your good self have entered into Contract No.

\_\_\_\_\_ dated \_\_\_\_\_  
with 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)

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

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

Station: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Appointment in Firm: \_\_\_\_\_

ATTESTED BY OATH COMMISSIONER WITH STAMP

INVITATION TO TENDER FORM

1 Schedule to Tender No. **2190033/B-2201/310479** Dated **20 Dec 21** This tender will be closed for acceptance at **1030** Hours and Will be opened at **11:00** Hours on **03-03-2022** 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](http://www.ppra.org.pk)

S NO	DETAIL OF STORES	QTY	UNIT PRICE	TOTAL PRICE
1	NSN. 5820-72-513-1830 Provision of 15 x V/UHF Tx/Rx (SDR) Naval Version Detailed: Technical Specification Special Instructions: As per Annex A General Instructions: As per Annex B	15.0 NUMBE RS		
Above mentioned price includes 17% sale Tax (Please tick Yes or No)			Yes	No
Grand Total				

## Terms and Conditions

1. Terms of Payment Para-N As per Annex B
2. Origin of OEM To be Indicated by firm
3. Origin of Stores To be indicated by firm
4. Technical Scrutiny Report Required
5. Delivery Period Within 10 Months of Signing of Contract (CED)
6. Currency EURO
7. Basis for acceptance FOB
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).

13. Special Note.

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

- a. Unregistered (Not registered with Directorate General Defense Purchase) firms must provide the documentary evidence of their financial capability to undertake the project.
- b. Unregistered firms are to submit a certificate along with their Technical offer stating that the firm is not black listed by any government organization and not under disciplinary trial or embargo.
- c. Only registered suppliers on Active Taxpayers List (ATL) of FBR are eligible to participate in the Tender and submit quote.
- d. Release of payments is subject to mandatory submission of Filer Certificate duly issued by FBR showing the name of supplier on Active Taxpayers List (ATL). No payment will be released by CMA (DP) unless latest Filer Certificate duly issued by FBR showing the name of supplier on its Active Taxpayers list is submitted alongwith payment documents.
- e. In case of Pakistani firms, sales tax, NTN and income tax registration certificates are to be attached with the offer. These certificates are mandatory with the BID, otherwise offer shall be REJECTED.
- f. Company registration certificates are to be attached with offer.
- g. Requisite amount of earnest money (in shape of CDR/Demand Draft/Pay Order in the favour of CMA (DP) is to be attached in separate envelop in sealed condition with the Technical offer. Photocopy of the same shall also be attached with DP-2 as a testimony. Cheques/crossed cheques shall not be accepted. Technical offers received without earnest money shall not be accepted and will be rejected on spot.
- h. Duly completed Form DP-1 and DP-3 are to be attached with Technical Offer.
- i. 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 duly signed and stamped by firm authorized rep is to provide for technical scrutiny.
- j. 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 2190033**

**DATED 20 Dec 21**

<b>S No</b>	<b><u>TECHNICAL SPECIFICATION OF V/ UHF COMMUNICATION EQUIPMENT</u></b>	<b>Firm's Reply (Complied Partially Complied/ Complied) Not</b>
Note:	<b><u>Guidelines for Supplier for Submitting Technical Proposals for Technical Evaluation</u></b> Supplier is required to clearly mention <b>Complied/ Partially Complied/ Not Complied</b> remarks against each mentioning references in respective Clause from the attached supplier's technical proposal/ brochures as per following format:  Proposed System Weight: <b><u>2400 KG</u></b>	Complied
1.	<b><u>PURPOSE/ USAGE</u></b>  The V/UHF SDR radios provide naval platforms with an effective means of communication over long distances. Naval communication systems face challenges in reliable operation of high data rate. In marine environment, it is imperative that the communication system ensures seamless connectivity in all weather environments. The V/UHF transceivers will be used to provide secure and robust HF & V/UHF voice/ data communication for naval units both afloat and ashore.	
2.	<b><u>FUNCTIONAL REQUIREMENTS</u></b>  a. An advance radio communication system, which complies with the latest requirements of maritime communication and consupliering to the functional requirements as mentioned below:	

(1) The radio is to have Automatic Radio Control (ARC) System function, which is to include Auto Channel Selection (ACS), Automatic Link Establishment (ALE) and Automatic Link Maintenance (ALM).

(2) Communication systems should have provision for EMCON.

(3) Provision of TDMA functionality (alongwith software licenses) may be incorporated as per the operational requirement. Provision of voice and data communications facility be considered accordingly.

(4) Provision/ option for multi-coupler and RF patch panels.

(5) The equipment should be modular in design employing state of the art solid-state technology and digital techniques.

(6) The system should be shock proof compliant with MIL-STD-810. It should also be ruggedized enough to meet shock, vibration and crash hazards.

(7) The system should have Built-In-Test (BIT) and auto system VSWR calibration facility.

(8) For environmental characteristics system should be compliant with MIL-STD-810 in which it should withstand harmful effects of wind, rain, dust, storm and sand.

(9) For EMC, in addition to compliance with MIL-STD-461, should be built to minimize conducted & radiated emissions and for minimal susceptibility to radiated & conducted sources.

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

(11) The system should be Simplex and Semi-duplex HF radio.



(12) The system should be able to handle high data transfer rates upto 9600 kbits/sec.

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

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

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

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

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

(18) All major control functions should be programmable.

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

(20) All PCBs should have Conformal Coatings.

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

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

(a) MTBF > 5000 Hours

(b) MTTR < 30 Minutes

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

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

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

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

(27) The V/UHF system should be capable to provide 2.1 to 5 Mbps.

(28) The system should have an inbuilt UHF satellite module to enable satellite communication in said spectrum.

(29) Clause to the effect that V/UHF Tx/ Rx (SDR) Naval Version shall be of the latest Version/ recent manufacture and may not be older than one year at the time of delivery.

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

3.

**NON-FUNCTIONAL REQUIREMENTS**

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

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

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

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

(5) Full/ 100% testability of all PCBs/ modules of the communication sets through PN HF DLM facility. Any up gradation if required be indicated.

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

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

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

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

(10) Equipment may operate satisfactory in an environment of 10 Oversteps (800 Amperes/ meter) and shielding be employed if necessary.

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

(12) Hardware and software should be supportable for at least 20 years from the date of induction of equipment in PN.

(13) Supplier shall provide backups of all system software including embedded software of programmable components.

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

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

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

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

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

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

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

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

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

(17) Supplier is to provide requisite information essentially required for evaluation of in built encryption module through NTISB/ PN Crypto Evaluation Lab. Acceptance certificate is to be provided along with delivery of equipment.

4. **ENVIRONMENTAL CONDITIONS**

a. The system should conform to following environmental conditions:

(1) Equipment should be preferably suitable for exposure in an uncontrolled environmental for 08 hours.

(2) Equipment should preferably maintain performance when subjected to 100% Relative Humidity.

(3) Parts not subjected to testing iaw relevant MIL/ IEC standards (such as COTS) may withstand 95% Relative Humidity. Details of all COTS items should be provided to PN atleast 01 month prior delivery of the equipment.

(4) Operating temperature limits of the system:

(a) **Operating temperature:-5 to 55 degree Celsius**

(b) Storage temperature:-5 to 70 degree Celsius

(c) Relative Humidity:+30 to 55 degree Celsius

(d) Wind speed Capable to withstand upto

limitation: 60 Kts of wind

- (e) Vibration and shock proof.
  - (f) Dust and water Resistant.
  - (g) Salt and fog resistant.
  - (h) Equipment should be fitted with anti condensation heaters.
  - (j) Provision of protective covering for stowage.
- (5) Non- operating temperature range of the equipment: -40 to 70 degree Celsius.
- (6) To operate within performance limits in winds of more than 140 Kms/ hr.
- (7) Equipment which is exposed to weather and other external conditions should be fully hardened.

5. **15 x V/UHF SDR Tx/ Rx** The transceivers are to conform to following technical specifications:

a. **Technical Specifications:**

Frequency Range	<ul style="list-style-type: none"><li>• 100 -512 MHz</li><li>• VHF 100 - 162.975 MHz</li><li>• UHF 225 - 399.975 MHz</li></ul>
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Impedance	50 Ohm
Channel Spacing	25 KHz
Frequency Resolution	At least 1 Hz
Sensitivity	Better than 120 dBM
Noise figure	Less than 6 dB
IF Rejection	Better than 90 dB
Spurious Rejection	Better than 60 dB
Out Power	20 – 100 W
Modes	<ul style="list-style-type: none"> <li>• AM</li> <li>• FM Voice</li> <li>• TTY</li> <li>• USB</li> <li>• LSB</li> <li>• ISB</li> <li>• ACS</li> <li>• ALE</li> </ul>

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

Antenna system should be capable of following:

- (1) Co-location with onboard transmitter/receiver of radar and communication equipment for interference free operation.
  
- (2) Operation through multi-coupler to enable operation of multiple sets using one or more antennas adaptively. Interfacing with an existing multi-coupler system should also be provisioned.

- (3) VSWR less than 1:1.5 averages.
- (4) Antenna tuning time: Less than 200 ms.
- (5) Omni – directional (azimuth).
- (6) Nominal 50 Ohm impedance.
- (7) 100 watt power handling capacity.
- (8) Operable in Naval environment at sea and In air.
- (9) Corrosion and rust proof in 100 % humidity and extreme dusty environments.

6. **POWER SUPPLY REQUIREMENTS**

The equipment should be operatable on following power supplies:

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

7. **CONFORMANCE TO MILITARY STANDARDS**

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



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

Automatic Link Establishment (ALE)	STANAG 4538
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b. The test report should be furnished to confirm that the equipment meets the above listed standards.

c. The complete communication suit is required to be EMP proofed, whereas HF transmitter should have Man aloft Key.

8. **ORIGIN OF SUPPLY AND ACCEPTABLE MAKES**

(a) Origin of supply is to be preferably imported and subject to provision of specified Supplier Country of Origin.

(b) Supplier has to certify that provided equipment is its own product and is not of any third party equipment.

9. Scope of Supply attached as Appendix-1 of Annex A.

SCOPE OF SUPPLY

S No	Items	Qty	Firms Reply (Complied Partially Complied/ Complied) Not
1.	<u>V/ UHF Tx/ Rx SDR (Naval Version)</u>	15	
1	a. Naval V/ UHF Tx/ Rx b. Handset c. Antenna  d. Cable set (interconnection Cable within configuration)		
2	Engineering Services including Training and Documentation		



**General Requirements/Conditions**

**ANNEX 'B' TO**

**Indent No. 2190033**

**Indent Date. 2021-12-20 00:00:**

<b><u>S.No and Description</u></b>	<b><u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u></b>	<b><u>Reference to attached Firm's proposal/Bro chure</u></b>
<p>1     <b>CONTRACT EFFECTIVE DATE (CED)</b></p> <p>Modalities for CED shall be finalized during contract negotiations stage.</p>		
<p>2     <b>EXPORT LICENSES/ PERMIT/ END USER CERTIFICATE (EUC)</b></p> <p>The Supplier shall be responsible to apply in the correct form and in due time for all applicable permits and export licenses etc. outside Pakistan from the related government(s), for the Goods and Supplies.</p> <p>Upon signature of the Contract but before CED, the Supplier shall apply for any necessary export licenses or other government approvals outside Pakistan in relation to any Supplies to be provided by the Supplier to the Purchaser pursuant to the Contract whether applicable to its country or any other country item where Supplies originate. The Purchaser is responsible for issuing the EUC as per the required format by respective OEMs or governments within 30 (thirty) days on receipt of the request of the Supplier.</p> <p>In case any import/export licenses cannot be obtained from the countries where certain, Supplies or parts thereof shall be procured; in such a case or in case of technical reasons, the requirement/issue shall be brought in the notice of the Purchaser within shortest possible time with alternate options available with the Supplier. The Purchaser shall have the right to accept or propose alternates for the needful. Alternate options shall be finalized after mutual agreement between the Parties to be properly endorsed by means of an Amendment to Contract.</p> <p>The Parties acknowledge that being granted any import license that may be required by applicable law is beyond the reasonable control of the Supplier</p>		

<b><u>S.No and Description</u></b>	<b><u>Firm's Reply (Compiled) Partialy Compiled/Not Compiled</u></b>	<b><u>Reference to attached Firm's proposal/Bro chure</u></b>
<p>and as such, the Supplier is not responsible that any such import/export licenses shall be granted by the competent authorities. In such event, the Parties shall promptly confer with one another and with their respective legal counsel to discuss and agree upon a mutually acceptable course of action and solution.</p> <p>After the Export License/ Permit regarding the export of the Supplies into Pakistan has been granted by the competent authorities (constituting one of the conditions regarding CED to result in effectiveness of this Contract), any refusal, revocation, denial or the like as regards to import/export licenses shall not be deemed to be an event of Force Majeure. If required, provision of End User Certificate or any other documents or information reasonably required to the Supplier in due time is the responsibility of the Purchaser. End User Certificate, if required, by SUPPLIER for export of item to Pakistan shall be provided on written requested of supplier. The request, if required shall be made at the time of signing of contract alongwith specimen of EUC. The EUC shall be signed by the user before one month of the actual delivery of stores.</p>		
<p>3     <b>TRANSFER OF TITLE AND RISK</b></p> <p>Risk of loss and damage to the Equipment shall be transferred to the Purchaser according to the 'INCOTERM 2020 used in the Contract.</p> <p>Title to the Equipment shall be transferred to the Purchaser when the Supplier has received full payment of the Contract Price.</p>		
<p>4     <b>DOCUMENTATION</b></p> <p>The supplier shall provide two sets of following original documents (in English) for each system:</p> <p>a.     Operator manuals covering comprehensive operating instructions alongwith CDs.</p> <p>b.     Maintenance manual and procedures alongwith flow charts and diagrams with circuit diagram with all maintenance routines of the</p>		

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<p>equipment upto level 1 and 2.</p> <p>c. Complete priced spare parts list alongwith Part Nos. to be provided at the time of delivery of stores/spares. List of fast moving items may also be provided.</p> <p>d. Complete onsite, onboard &amp; depot level maintenance documentation must be provided. Maintenance manuals must cover comprehensive maintenance procedures alongwith flow charts and diagrams.</p> <p>e. Line diagrams, engineering diagrams and technical diagrams of entire project.</p> <p>f. Illustrated Part Catalogue (IPC) in ELDOC form preferably in IETM format.</p> <p>g. Workshop Manuals should cover detailed technical data &amp; general technical description of system, subassemblies &amp; sub systems. Document should also provide level 3 &amp; 4 maintenance routines along with detailed I procedures supported job information cards. It should give detailed description and circuit diagram of all components, PCBs and modules.</p>		
<p>5 <b>WARRANTY/ GUARANTEE</b></p> <p>a. Warranty period of all items except defective/non-operational shall commence from the date of acceptance of Goods/ Equipment, whereas warranty of defective/non-operational equipment (at the time of commissioning/ acceptance) shall commence after defect rectification of equipment.</p> <p>b. The stores and all its associated accessories shall be warranted against DPL-15 by the Supplier for a period of 01 year, for all defects in hardware from the date of final acceptance by PN. Software provided with the systems shall also have warranty for a minimum period of 05 years for any bugs found in operations. The Supplier shall provide/incorporate all software updates in this period.</p> <p>c. The Supplier shall provide guarantee that the articles supplied are of latest version and all</p>		

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<p>modifications/up gradations have been incorporated in the equipment being supplied.</p> <p>d. The Supplier shall provide guarantee that the stores produced are of current production and brand new, in accordance with approved drawing, and in all respects. The materials used, whether or not of his manufacture shall also be in accordance with the latest appropriate standard specifications.</p> <p>e. The Supplier shall provide guarantee for through life supportability of the equipment and software for at least 05 years after acceptance of the entire system.</p>		
<p>6 <b>TECHNICAL ASSISTANCE</b></p> <p>a. The supplier is to provide the services of its qualified engineers and technician for each system to undertake all activities mentioned below till the accomplishment and entire satisfaction of PN.</p> <p>(1) Installation of the communication equipments along with all accessories/ancillaries on respective sites/ ships.</p> <p>(2) Integration and interfacing of the equipment with existing PN communication equipment.</p> <p>(3) Supplier will be responsible for installation, Set-to-Work (STW), Post Installation Tests/Trials HATs and Site Acceptance Trials (SATs) etc at location finalized by purchaser.</p> <p>(4) The supplier is also to provide copy of all international/ military standards being used alongwith technical specification in addition to acceptance criteria at least three month in advance</p>		
<p>7 <b>DISCREPANCY</b></p> <p>The consignee shall render a discrepancy report to all concerned within 30 days after receipt of stores for discrepancies found in the consignment. The quantities found short/deficient/defective are to be made good by the Supplier free of cost.</p>		



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<p>8      <b>SHIPPING INSTRUCTIONS</b></p> <p>The Supplier shall be responsible for the shipment of the Supplies as per INCOTERMS specified above. These Supplies shall not be shipped/trans-shipped on/via Indian/ Israeli Vessels.</p> <p>The Purchaser shall be responsible for clearance of consignment from Karachi Sea Port/ Airport and its safe delivery to consignee. Upon shipment of a consignment, the Supplier shall immediately provide following documents/ information to Consignee:</p> <p>Bill of Lading/ AWB (in original) as applicable. Nomenclature and packing list of the cargo (in original). Correct address of the consignee. Name of ship or Airline or Airfreight Company as applicable. Expected Date / Time of arrival. Quantity, dimension and weight of the cargo. Sea/Airport of discharge as applicable.</p>		
<p>9      <b>ACCEPTANCE TRIALS</b></p> <p>The OEM shall provide Factory Acceptance Tests (FATs), Setting to Work (STW), Site Acceptance Trials (SATs) procedures (in English) two months in advance for study and vetting by PN. The final acceptance procedures shall be prepared by the OEM and shall be presented for acceptance to PN.</p> <p>OEM shall carryout Factory Acceptance Tests (FATs) at OEM premises as per mutually agreed ATPs, in the presence of authorized representative(s) of the Purchaser. All expenditures of FATs including international tickets and boarding/lodging shall be borne by the PN.</p> <p>Installation, STW, integration and commissioning/ acceptance trails of the supplied systems shall be carried out in Pakistan, in the presence of Purchaser's reps to prove that the equipment supplied is performing as per mutually agreed acceptance criteria. Acceptance certificate shall be provided by PN within 30 days after successful trials</p>		

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<p>10 <b>PENALTY</b></p> <p>The supplier before making the shipment will carry out complete test of the equipment at his facilities to ensure that the same has been manufactured as per the specifications. However, the purchaser within 30 days of its receipt will carry out inspection and test/trials. In case the equipment/machinery does not pass the test/trials, the purchaser has the right to out rightly reject the equipment or impose penalty at the rate of 2-5 % of the value of the relevant equipment/items.</p> <p>The penalty shall not absolve the supplier to undertake the repairs in Pakistan or abroad at his cost and expense including freight charges. This shall be in addition to other penalties and obligations covered in the contract like warranty/guarantee obligations on form DPL-15.</p>		
<p>11 <b>CONTRACT COMPLETION CERTIFICATES</b></p> <p>Upon completion of all contractual obligations under this Contract, the Supplier shall submit a “No Demand Certificate” to the Purchaser stating that no stores/ goods, Supplies, Services and payments are outstanding. Concurrently, the Purchaser shall certify through a “No Objection Certificate” that the requirement placed by the Purchaser as per terms and conditions set forth in this Contract has been fulfilled. Specimen of Contract Completion Certificate/ No Demand Certificate shall be added in the contract prior contract signing. Upon receipt of both certificates, Bank Guarantee(s) shall be returned by CMA(DP) to the Purchaser for onward return to the Supplier.</p>		
<p>12 <b>TECHNICAL SCRUTINY</b></p> <p>Technical scrutiny of quotations forwarded by the Supplier shall be carried out by a committee nominated by NHQs.</p>		

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<p>13 <b>BIDDING PROCEDURE</b></p> <p>This tender shall be floated on Open Tender basis using Single Stage Two Envelope Bidding procedure.</p>		
<p>14 <b>INTEGRITY PACT</b></p> <p>a. The supplier hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) through any corrupt business practice.</p> <p>b. Without limiting the generality of the foregoing, the Supplier represents and warrant that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give the anyone within or outside Pakistan either directly or indirectly thorough any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from the Government of Pakistan, except that which has been expressly declared pursuant hereto.</p> <p>c. The Supplier certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.</p> <p>d. The Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees</p>		

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<p>that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall without prejudice to any other rights and remedies available to Government of Pakistan under any law, contract or other instrument, be avoidable at the option of Government of Pakistan.</p> <p>e. Supplier will confirm through OEM certificate at the time of supply/delivery of the equipment at consignee's end that equipment being supplied is proven equipment and of latest date of manufacture.</p> <p>f. Supplier through certificate is to confirm that he shall provide import documents at the time of delivery of stores.</p> <p>g. OEM certificate for conformance of 100% indented specifications shall be provided. Any deviation to be clearly indicated in the offer shall be provided at the time of delivery of stores.</p> <p>h. OEM's "Certificate of Conformity" originating from "Principle" who is neither the OEM nor the OEM's authorized dealer/ agent/ stockiest will not be acceptable.</p>		
<p>15 <b>AMENDMENT IN CONTRACT</b></p> <p>Amendment in the contract if required shall be processed by Purchaser upon mutual agreement of both parties i.e. Purchaser and Supplier and formally issued through amendment in the contract/corrigendum.</p>		
<p>16 <b>FORCE MAJEURE</b></p> <p>The Supplier shall not be held responsible for any delay occurring in delivery of the Goods, Supplies and Services due to event of Force Majeure, such as acts of God, war, terrorist activities, floods, earthquakes, tsunamis and other such events like, Pandemics, Lock down, acts of Governments or any other authority competent in relation to any action in connection with this Contract (including delay, refusal, denial, revocation or any other decision regarding any Export License/permit), riots, civil commotion, acts of foreign government and its</p>		

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<p>agencies and disturbance directly affecting the deliveries, and events or circumstances, including, but not limited to, any action and/or inaction by or on the part of any other person or entity, on or over which the Supplier has no control. In such an event the Supplier shall inform the Purchaser within 15 (fifteen) days of the happening and within the same timeframe about the discontinuation of such circumstances/ happening in writing.</p> <p>The Party initiating the Force Majeure shall provide the other Party with reasonable proof of the occurrence of any of the aforementioned aspects along with Force Majeure event and of its effects on the delivery of the Supplies or any of its obligations towards this Contract.</p> <p>Once the Party initiating the Force Majeure has provided the reasonable proof of occurrence of Force Majeure event, it shall be verified by the other Party and acknowledged to be realistic. In such case the Force Majeure shall be considered to have occurred.</p> <p>If the delivery of Goods, Supplies and Services to the Purchaser has been delayed by Force Majeure conditions then additional period to the extent of such delay shall be allowed to the Supplier for completion of his obligations so affected without any increase in Contract Price.</p> <p>If Force Majeure is considered present for a continuous period of more than 06 (six) months or exceeding a cumulative period of 12 (twelve) months, then both Parties shall mutually decide future course of action.</p>		
<p>17 <b>INTELLECTUAL PROPERTY RIGHTS</b></p> <p>Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in the Supplier. The Purchaser shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for any purpose.</p>		

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<p>18 <b>OWNERSHIP OF CONTRACT</b></p> <p>In the event of a change of ownership of Supplier, the Supplier shall ensure that the legal instrument or mode by which the change of ownership takes place shall have specified provisions to the effect that:</p> <p>a. Such change of ownership shall not in any way change, alter or modify the Terms and Conditions of this Contract, and</p> <p>b. The Supplier under new ownership shall continue to be bound by the Terms and Conditions of this Contract.</p>		
<p>19 <b>INDEMNITY</b></p> <p>In the framework of the implementation of this project, both Parties shall waive off any claim against each other regarding every claim for indemnity for the losses caused to their respective personnel or respective personnel of sub-contractors/agents and their properties. However, if these losses result from deliberate fault or unmistakable error or gross negligence of Supplier or his sub-contractors/agents and/or the Purchaser, the Party involved shall bear alone the burden of the damage repairs.</p>		
<p>20 <b>CERTIFICATION REQUIREMENT</b></p> <p>a. Supplier will consupplier through SUPPLIER certificate at the time of supply/delivery of the equipment at consignee that equipment being supplied is proven equipment.</p> <p>b. Supplier through certificate is to consupplier that he will provide import documents at the time of delivery of stores.</p> <p>c. Supplier certificate for conformance of 100% indent specifications, any deviation to be clearly indicated in the offer will be provided at the time of delivery of stores.</p> <p>d. supplier's "Certificate of Conformity"</p>		

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<p>originating from “Principle” who is neither the supplier nor the supplier’s authorized dealer/agent/ stockist will not be acceptable.</p>		
<p>21 <b>PROOF OF CONCEPT (POC)</b></p> <p>The Supplier shall certify while submitting technical proposal that Proof of Concept of its product has been conducted in accordance with PN requirement for ensuring backward compatibility with existing PN equipment within one month upon publishing/ receipt of IT.</p>		
<p>22 <b>INTERFACING</b></p> <p>The supplier is to render certificate of compatibility of equipment proposed with existing cipher machines and data terminal equipment in use within PN. Details of these (if required) can be obtained from Naval Headquarters. Proposal received without the requisite certificate will not be entertained.</p>		
<p>23 <b>PRICES OF THE ITEMS AND BID DISCOUNT</b></p> <p>The Supplier shall mention the price of all deliverables (i.e. Equipment/ Services, Spares, Documentation, Test Bench/ Tools/ Test Equipment, Training, FATs (Factory Acceptance Trials), Installation/ Integration, Acceptance Tests/ Trials/ Commissioning etc, where applicable) separately in financial quote. The same are to be subsequently incorporated in the contract document.</p> <p>The Supplier may also offer unconditional discount, in percentage of their quoted price or bids, before opening of the financial proposal. The discounted bid price shall be considered as original bid for evaluation being an integral part of the bid. No offer of discount shall be considered after the bids are opened.</p>		
<p>24 <b>LIQUIDATED DAMAGES</b></p> <p>LDs, if imposed shall be recovered at the rate of up to 2% but not less than 1% ( depending upon the merit of the case as decided by Competent</p>		

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<p>purchase Officer) of the value if stores supplied late per month or a part of a month for the period exceeding the original delivery period are liable to be imposed on the Supplier by the Purchaser in accordance with DPP&amp;I-35 ( Revised 2019), if the stores/ services supplied after the expiry of the delivery date without any valid reasons, subject to provision that the total LD thus imposed shall not exceed 10% of the total value excluding taxes/ duties, freight, KPT, insurance charges(if any) of the stores delivered late.</p>		
<p>25 <b>COMMISSIONING/ TRIALS</b></p> <p>a. Commissioning and STW of the system/ equipment is to be arranged within 30 days of equipment by the supplier through supplier or their authorized rep(s) at purchaser site.</p> <p>b. Set to Work/ Commissioning trials to be carried out by contractor on site. Any defective/ damage of the equipment during commission trials to be replaced by the supplier without any additional cost.</p> <p>c. Commissioning charges (if any) to be mentioned in the quotation by supplier.</p>		
<p>26 <b>LANGUAGE, MEASUREMENTS AND WORKING METHOD.</b></p> <p>All drawings, data-files in soft media, Man-Machinery Interface (MIMI) of software and hardware, all marking and identification systems and all other documentation required to be produced or delivered to the Purchaser under the Contract shall be written, and meetings conducted, in the English language. Measurements shall be in metric units of measurement unless otherwise specified.</p>		
<p>27 <b>CUSTOMER BASE</b></p> <p>a. The supplier is to provide alongwith the offer a list of main customers to whom such range of equipment was sold/supplied during last ten years.</p> <p>b. The supplier shall furnish alongwith the offer a certificate of satisfaction from at least one of the</p>		



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reputable customers. The certificate should clearly indicate the in-service quality of equipment against the specifications.		
<p>28 <b>SUBLETTING</b></p> <p>The Supplier shall be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Supplier shall not sublet, transfer or assign the contract or any part thereof to any other supplier/party without prior written permission of the Purchaser.</p>		
<p>29 <b>DISTRIBUTION OF DOCUMENTS ON SHIPMENT BY THE FIRM</b></p> <p>a. Following documents (each bearing Contract No.LC No and SBP Registration No) shall be forwarded to Embarkation Headquarters (Navy) &amp; PDD at NSSD West Wharf Road Karachi by the Supplier:</p> <p>(i) 01 x Original Negotiable Bill of Landing / Air Way Bill and 01 Copy  (ii) 01 x Copy of Packing List  (iii) 01 x Copy of Invoice</p> <p>b. Following documents (each bearing Contract No. LC No and SBP Registration No) shall be forwarded to the LC holding bank by the Supplier:</p> <p>(i) 01 x Negotiable Bill of Lading / Air Way Bill  (ii) 02 x Copies of Packing List  (iii) 02 x Copies of Invoice</p> <p>c. Following documents (each bearing Contract No. LC No and SBP Registration No) shall be forwarded to Directorate of Procurement (Navy), Naval Complex E-8 Islamabad, Pakistan by the Supplier:</p> <p>(i) 01 x Copy of Negotiable Bill of Lading/ Air Way Bill  (ii) 01 x Copy of Packing List  (iii) 01 x Copy of Invoice</p> <p>d. Following documents (each bearing Contract</p>		

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<p>No. LC No and SBP Registration No) shall be forwarded to Insurance Company i.e. National Insurance Corporation (NIC) NIC Building 63-Jinnah Avenue, Blue Area, Islamabad:</p> <p>(i) 01 x Copy of Bill of Lading / Air Way Bill (ii) 01 x Copy of Invoice</p> <p>e. A certificate to the effect for the distribution of documents has been issued as given above shall be forwarded to LC holding bank and the purchaser by the supplier within 7 days of obtaining of Bill of Lading/ Air Way Bill. Proof of such a dispatch, like receipt from the courier services etc, shall be provided by the supplier.</p>		
<p>30 <b>MISCELLANEOUS</b></p> <p>a. Validity of PBG and LC Shall be extended by the parties till completion of all contractual obligations by the parties as specified in the contract till closure or termination of the contract.</p> <p>b. Stores to be accepted on DPL-15 at consignees end.</p> <p>c. The supplier is to render supplier certificate for compatibility with existing PN communication equipment.</p> <p>d. All email correspondence pertaining to the contract between supplier and PN shall be in encrypted form using Digital Certificates/ software provided by PN. PN shall provide necessary Standard Operating Procedure (SOP) to install and configure the software for ensuring secure email.</p> <p>e. Equipment may be fitted with mechanical shock mounts.</p> <p>f. Setting up a front company or a joint venture company or to create Fictitious Companies to bid or allowing multiple bids under different names by the same Supplier/ contractor to show a competitive bidding process is not allowed.</p> <p>g. Change of beneficiary and/ or subcontractor/allowing sub-letting of works to petty contractors during the execution of contract is not</p>		

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<p>allowed.</p> <p>h. The purchaser will have all the right to cancel/ reject bid of any supplier at any stage, if Pakistani security agencies declare un suitable or highlights any observations pertaining to security issues against any of the participating vendor/ supplier.</p>		
<p>31 <b>RISK PURCHASE</b></p> <p>In the event of failure on the part of the supplier to comply with the contractual obligations, the contract is liable to be cancelled at the risk and expense of the Supplier in accordance with DPP&amp;I-35 (Revised 2019). The Purchaser shall be entitled to receive back all advance payments made by him along with any other compensation as mutually agreed to offset the Purchaser's risk of cost escalation of meeting same requirement from elsewhere.</p>		
<p>32 <b>CONSIGNEE</b></p> <p>The Commanding Officer Naval Store Dept at PN Dockyard KARACHI Ph: 48508500 at NSSD West Wharf Road E-Mail: CCD-I@PAK.NAVY.COM</p> <p>Note: Delievery of stores is required at NHQ Islamabad.</p> <p>C/O Commanding Officer Embarkation Headquarter(N) Postal Address KARACHI at NSSD West Wharf Road KARACHI PH: 021-48509437 &amp; 48508889</p>		
<p>33 <b>PERFORMANCE BANK GAURANTEE (PBG)</b></p> <p>To ensure timely and correct supply of stores, the Supplier shall furnish an unconditional and irrevocable 10% PBG, within 30 days of contract signing from a scheduled Pakistani Bank (on a</p>		

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<p>Judicial Stamp Paper of the value of Rs.100.00), in the same currency as that of the Contract and endorsed in the favour of CMA(DP) Rawalpindi. The CMA(DP), Rawalpindi has the like power of seeking encashment of the PBG as if the same has been demanded by the Purchaser himself. This PBG shall remain valid for 60 days beyond the completion of warranty period.</p> <p>If the Supplier fails to issue the Bank Guarantee within the specified period because of circumstances that the Supplier is responsible for, the Purchaser reserves the right of cancelling the Contract.</p> <p>In the event of any material breach of terms of Contract having implication on Time schedule and Scope of Work beyond the acceptable limits defined in this Contract, the Supplier shall be given a written notification to satisfy the breach within 30 days and if the Supplier fails to take satisfactory remedial actions, Purchaser shall have the right to forfeit the PBG but only to the extent of Purchaser's loss or damage resulting from such material breach. For this purpose, the Supplier undertakes not to hinder/restrain encashment of PBG provided to the Purchaser on account of this contract through any court, extra judicial or any other process including administrative in nature whatsoever.</p>		
<p>34 <b>OBSOLESCENCE</b></p> <p>Following obsolescence clauses will also be included in the contract as part of continuous logistic support:</p> <p>a. In case of manufactured equipment becoming obsolete and is not manufactured anymore, and no replacement is offered, by Supplier after fifteen (15) years, whereas user still wishes to continue using the same equipment. In such case Supplier would provide technical drawings at free of costs of essential items manufactured at Supplier which would facilitate user to arrange its development through user's in-country resources. Apart from provision of technical drawing, Supplier would not be responsible for such in-country development by user.</p>		

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<p>b. In case of discontinuation of production of any component/ part as result of obsolescence or development of upgraded version, the Supplier should inform the purchaser at least one (01) year in advance. The Supplier shall ensure the provision of such components/ parts as demanded by the purchaser prior discontinuation of the production and shall provide alternate for such components/parts in case the original is not available. The Supplier shall ensure the spare supportability during warranty period in terms of DPL-15 and after warranty. For efficient spare supportability the Supplier shall provide the spares from its stock (preferably held in Pakistan at Karachi).</p> <p>c. If Supplier manufactured Radio Equipment declared obsolete by Supplier, and Supplier does supply an equivalent replacement within five (05) years from the final date of acceptance, supplier will provide the new equipment at a same price as of the original equipment.</p> <p>d. In case any component of the Supplier radio becomes obsolete or out of production, Supplier is to give one year advance notice and would be bound to suggest an alternate solution.</p>		
<p>35 <b>INSPECTION</b></p> <p>(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: NSD, Karachi</p>		
<p>36 <b>APPENDIX 1 TO ANNEX B</b></p> <p><b>REQUIREMENT OF DOCUMENTATION</b></p> <p>a. Following categories of documents/manuals are to be provided by the Supplier prior induction of equipment in PN. Contents of all the manual and other related documents including specifications,</p>		

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<p>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) Manuals.</p> <p>(a) Operator Manual  (b) User Manual  (c) Maintenance Manual upto level 1 and 2.  (d) Workshop Manual upto level 3 and 4.  (e) Technical Manual  (f) Installation Manual</p> <p>(2) Catalogues. Catalogues of Ancillary Support Equipment required for operation and maintenance of equipment containing description, part number, quantity required, calibration periodicity and manufacture name of ASE, Portable Specialized Support Equipment (PSSE), Special to Type Test Equipment (STTE), Common User Hand Tools (CUHT), Common Use Mechanical Testing Equipment (CUMTE), Common Range Electrical Testing Equipment (CRETE) and Automatic Test Equipment (ATE) are to be provided with the equipment.</p> <p>(3) Documents.</p> <p>(a) Test Equipment/Tools.  (b) Part Identification Lists (PILS).  (c) Illustrated Part Catalogue (IPC) in ELDOC form preferably in IETM format.  (d) Recommended spare part (onboard and depot level)  (e) Cable layouts for system interfacing.  (f) Test &amp; Trials sheets alongwith the detailed procedures.  (g) Keep alive policy.  (h) List of upkeep by exchange items.  (j) List of R x R items.  (k) Software procedures including sources code.</p> <p>(4) Drawings</p> <p>(a) Installation drawings.  (b) Circuit diagram.  (c) Component layout diagrams of PCBs.</p>		

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<p>(d) Schematic diagrams for track verifications and physical connections.</p> <p>(e) Test fixtures.</p> <p><b>CONTENTS/DETAILS OF VARIOUS DOCUMENTATION/MANUALS</b></p> <p>a. The details of technical contents which should be included in the documentation are as under:</p> <p>(1) Operating Manual. This document should provide detailed operating procedures for the sets and use of the accompanied accessories.</p> <p>(2) Installation Manual. This document cover in detail pre-installation checks, detailed installation procedures alongwith drawings and post installation checks should also cover set to work &amp; commissioning procedures alongwith relevant settings and performance data sheet. This should also provide installation specifications and test &amp; trial procedures alongwith test forms.</p> <p>(3) Maintenance Manual. This document should include following:</p> <p>(a) Technical data / specifications &amp; general technical description of the equipment/system, including its all sub assemblies /sub system.</p> <p>(b) Level 1 &amp; 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:</p> <p>i. Mandatory items</p> <p>ii. High probability items i.e&gt; 50% usage</p> <p>iii. Low probability items i.e&gt; 25% usage</p> <p>iv. Occasional items i.e&gt; 5% usage</p> <p>v. Consumable items</p> <p>(c) Fault diagnostic procedure</p> <p>(d) Overhaul procedures (If applicable)</p> <p>(e) Part list</p> <p>(f) Operating space items/ready use stores (If applicable)</p> <p>(g) Hot/built-in spares (If applicable)</p>		

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<p>(h) Shop consumable</p> <p>(j) Technical data sheet (Reference/datum level data)</p> <p>(4) Software Manuals. Complete documentation (fully commented) to support all aspects of software maintenance alongwith the source code both in hard and soft from.</p> <p>(5) IPC(IF APPLICABLE). It should contain exploded view of assemblies &amp; sub-assemblies alongwith identification of all components included there in. Prices of all items be also provided for future use and update periodically.</p> <p>(6) Workshop Manual. This document should include following:</p> <p>(a) Technical data &amp; general technical description of system.</p> <p>(b) Technical description of all sub-assemblies &amp; sub-systems.</p> <p>(c) Level 3 &amp; 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:</p> <p>i. Mandatory items</p> <p>ii. High probability items i.e&gt; 50% usage</p> <p>iii. Low probability items i.e&gt; 25% usage</p> <p>iv. Occasional items i.e&gt; 5% usage</p> <p>v. Consumable items</p> <p>(e) Complete circuit diagrams of all PCBs modules &amp; sub-assemblies of equipment.</p> <p>(f) Fault diagnostic upto component level.</p> <p>(g) FATs record alongwith base line VA record if applicable</p> <p>(h) Major overhaul detailed procedure.</p> <p>(j) Parts list.</p> <p>(k) Technical data sheet (Reference/datum level data)</p> <p>(l) Component layout of PCBs/modules</p>		



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<p>(m) Mylar of all PCBs.</p> <p>(n) List of customized IC's alongwith truth table.</p> <p>(p) List of programmable components alongwith software / supplierware and source code.</p> <p>(q) Details of tolerances and wear limits according to manufactures standards.</p> <p>(r) Values alongwith limits of all safeties and detailed procedure of setting/ adjustment.</p> <p>(s) Performance chart.</p> <p>(t) List of standard test equipment.</p> <p>(u) List of special to type test equipment.</p> <p>(v) List of insurance / contingency items.</p> <p>(w) List of U x E items.</p> <p>(x) List of R x R items.</p> <p>(7) List of Onboard Spares. List of onboard spares to support level 1 and 2 maintenance alongwith consumables for machinery/equipment upto 1 year.</p> <p>(8) List Of Depot Spares. List of depot stores to support level 1-4 maintenance for one complete maintenance cycle of three years.</p> <p>(9) Project Definition Document (PDD). Project Definition Document is to be provided by the supplier 03 months after contract effective date.</p>		
<p>37 <b>CUSTOMS, IMPORT DUTIES, TAXES AND OTHER CHARGES</b></p> <p>The Purchaser shall pay all applicable customs, import duties taxes and other charges due on the Equipment payable upon its importation into the country of destination.</p> <p>The Supplier shall pay all taxes, assessments, duties, levies or charges levied in the country of the manufacturer of the Equipment in connection with the supply by the Supplier of Equipment and Services.</p> <p>All amounts stated to be payable by Purchaser pursuant to this Contract exclude any value added tax (VAT), sales tax, service tax, taxes on turnover</p>		

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<p>or similar taxes. If the supply of Equipment or Services hereunder are chargeable to any value added tax, sales tax, service tax, taxes on turnover or similar taxes inside country of destination, and such taxes are not recoverable by the Supplier then such taxes shall be paid and borne by the Purchaser.</p> <p>Purchaser shall pay and bear all other taxes, assessments, duties, levies or charges by whosoever levied in the country of destination of the Equipment.</p> <p>If Purchaser is required by any law to make any deduction or withholding from any amount payable to Supplier under this Contract, then the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Supplier shall receive (free from any liability in respect of any such deduction or withholding) a net sum equal to the amount which it shall have received had no deduction or withholding been required to have been made. Purchaser shall pay any such withholding or deduction to the relevant authority as required by law and shall promptly provide Supplier with an official receipt or certificate in respect of the payment of the withholding or deduction.</p>		
<p>38 <b>CHECKING OF SUPPLIES AT CONSIGNEE'S END</b></p> <p>Upon arrival, Supplies shall be checked at consignee's end in the presence of the Purchaser's and Supplier's representatives. If for the reasons of economy, or any other reason, the Supplier decides not to nominate his representative for such checking; an advance written notice to this effect shall be given by the Supplier to the consignee prior to or immediately on shipment of stores. In such an event, the Supplier shall clearly undertake that the decision of consignee with regard to quantities and description of the consignment shall be taken, as final and any discrepancy found shall be accordingly made up by the Supplier. In all other cases, the consignee shall inform the Supplier about arrival of consignment immediately on receipt of stores</p>		

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<p>through fax. If no response from the Supplier is received within four (04) working days from initiation of letter through fax, the consignee shall have the right to proceed with the checking without Supplier's representative. Consignee's report on checking of stores shall be binding on the Supplier in such cases.</p>		
<p>39 <b>COMPENSATION ON BREACH OF CONTRACT</b></p> <p>If the Supplier fails to supply of contracted stores or contract is cancelled either on RE or without RE or contract become ineffective due to default of Supplier/ Supplies or stores/ equipment declared defective and caused loss to the Government, Supplier 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 shall be in excess to the RE amount, if imposed by the competent authority. Compensation amount in terms of money shall be decided by the purchase officer and shall be deposited by Supplier in Government treasury in the currency of contract.</p>		
<p>40 <b>PACKING MARKING</b></p> <p>a) Standard Trade Packing worthy of transportation by air/ rail/road so as to ensure the arrival of the stores at the Consignee's warehouse in undamaged condition. Any loss or damage incurred due to sub-standard packing shall be made good by the Supplier free of cost.</p> <p>b) Marking to be in accordance with international standards worthy of transportation by sea, road or air with bold marking as under:</p> <p>FRONT SIDE: Name and address of consignee. OTHER SIDE: Contract No. .....Dated..... TOP : Gross Weight.....</p> <p>Dimensions A yellow disc 4" or 6" in diameter According to the size of packing.</p>		

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<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 shall be borne by the supplier.</p> <p>e) All stores shall be marked with a broad arrow pointing upwards, by stamping, painting or tallying. Each individual item of stores must bear the Patt No. to facilitate identification.</p>		
<p>41 <b>PACKING AND MARKING</b></p> <p>a. Standard Export packing worthy for transportation by Air and Sea ensure their undamaged arrival at ultimate destination. Each consignment/ Packages is to contain a "Packing Note" detailing the contents of the consignment/ package.</p> <p>b. The packages are to be marked as under:</p> <p>(1) FRONT SIDE: Name and 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 Supplier.</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>		

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<p>42 <b>ARBITRATION</b></p> <p>Parties shall make their attempt that all disputes arising under this contract shall be resolved through mutual negotiation of both parties. In the event that either party shall perceive such mutual negotiation to be making insufficient progress towards settlement of dispute(s) at any time, then such party may by written notice to the other party refer the dispute(s) to final and binding arbitration as provided below:</p> <p>a. The dispute shall be referred for adjudication to two arbitrators one be nominated by each party who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior Court shall be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistani Law. For complaints or disputes post-contract award, arbitration proceedings will be conducted under the Arbitration Act of 1940.</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. The arbitration award shall be final.</p> <p>d. In the course of arbitration the contract shall be continuously executed except that part which is under arbitration.</p> <p>e. All proceedings under this clause shall be conducted in English language and in writing.</p>		
<p>43 <b>INSURANCE</b></p> <p>All Stores shall be insured before dispatch. The Supplier/Principal is responsible to initiate insurance cover. Insurance shall be paid at actual in Pakistani Rupees by the CMA (DP), Rawalpindi to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area ISLAMABAD (Pakistan).</p> <p>The National Insurance Corporation (NIC) under the</p>		

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<p>National Insurance Fund (NIF) shall issue an all risk cover except war and strikes, riots and civil commotion from Principal's warehouse to the consignee warehouse for C &amp; F value of the stores. The risk on account of war, strikes, riots and civil commotion shall be entirely on the account of the purchaser. The supplier/principal shall finish the following details of consignment immediately at the time of shipment direct to National Insurance Company Ltd, NIC Building 63-Jinnah Avenue, Blue Area, ISLAMABAD.</p> <ol style="list-style-type: none"> <li>1. Name of Consignee/Insured</li> <li>2. Contract Number and Date</li> <li>3. Name of the Vessel/Air Line</li> <li>4. Date of Sailing/Flight/Vessel No and Date</li> <li>5. Port/Air Port of Shipment and destination</li> <li>6. Description of package with markings and Numbers</li> <li>7. Nature of package, whether crate/bale drum etc.</li> <li>8. Bill of Lading/Air Way Bill</li> </ol>		
<p>44 <b>CERTIFICATE OF CONFORMANCE</b></p> <p>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>		
<p>45 <b>SECRECY</b></p> <p>The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not be communicated to any person, other than the supplier of the stores, or to any press or agency not authorized by the DGDP/ DP(N) to receive it. Any breach on this account shall be punishable under the Official Secret Act-1923 in addition to termination of the contract at the risk of</p>		

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Supplier.		
<p>46 <b>CUSTOMIZED COMPONENTS</b></p> <p>The Supplier is to provide list of all customized components as well as all programmable components used in the system, to meet the PN maintenance/ repair requirement for next Fifteen (15) years.</p>		
<p>47 <b>SPARES</b></p> <p>a. The supplier will provide onboard spares to keep the system functional at its optimum performance for an operational period of one (01) year and depot level spares for three (03) years along with following information for each item and the same is also to be made part of the contract:</p> <ol style="list-style-type: none"> <li>(1) Part Number</li> <li>(2) NATO Stock Number.</li> <li>(3) Description/Nomenclature.</li> <li>(4) Denomination.</li> <li>(5) Shelf Life.</li> <li>(6) SUPPLIER.</li> <li>(7) Main Equipment.</li> <li>(8) Price.</li> <li>(9) Quantity Required.</li> <li>(10) Special storage requirement.</li> </ol> <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.</p> <p>c. The supplier is to provide a part of scope of supply a price catalogue of all the spares required for the system to provide PN a datum for ascertaining/planning future stock requirements. Spares for the system and associated equipment be guaranteed for at least 15 years after commissioning of the system. Further, the supplier should render Logistic Support Certificate which guarantees through life supportability of spares</p>		

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<p>48    <b>CERTIFICATE OF CONFORMANCE</b></p> <p>Offered equipment shall be imported with OEM conclusion of contract.</p>		
<p>49    <b>PAYMENT TERMS</b></p> <p>Payment shall be made through Letter of Credit as per following schedule:</p> <p>(a)    60% payment on completion of FATs (if any), shipment of technical/Ops documents and stores alongwith complete shipment documents i.e. invoice, Bill of Lading etc.</p> <p>(b)    20% payment on successful completion of training, installation/ integration/ interfacing/ STW/ commissioning of at purchaser's site complying all specification/ acceptance criteria and issuance of final acceptance certificate by end user.</p> <p>(c)    20% payment on issuance of CRV.</p>		
<p>50    <b>QUALITY STANDARDS</b></p> <p>The equipment and accessories are to be manufactured and assembled in accordance with Western EU standards or equivalent. The Quality standards compliance certificate is to be submitted with the offer.</p> <p>OEM shall be ISO or own country's (in case of Western EU) standards certified. Certificate to this effect of OEM is to be provided by supplier at the time of supply/delivery of the equipment at NSD.</p>		
<p>51    Not Applicable</p>		



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<p>52 <b>DELIVERY SCHEDULE</b></p> <p>The Equipment/ Stores shall be delivered on FOB basis as per INCOTERMS 2020 within Ten (10) months of CED.</p>		
<p>53 <b>CONTINUOUS LOGISTIC SUPPORT</b></p> <p>a. The supplier will guarantee to supply the necessary spares including components, ICs Application Specific ICs (ASICs) alongwith embedded software, for next 10 years from the date</p>		

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<p>of final acceptance of the system by PN. All the COTS (Commercial off the Shelf) items supplied as part of the main equipment should preferably be supportable in Pakistan through the respective local authorized after sales service centers for such items.</p> <p>b. The Supplier will be required to have a provision in the same contract for replacement of defective components/parts through exchange and shall provide in the proposal the Standard Replacements Cost for all PCBs, modules, sub-assemblies, LRUs, etc used in the equipment/system for next five years. Furthermore the Supplier will also be required to furnish the Standard Repair Costs for all these PCBs, Modules, Sub-assemblies, LRUs, etc.</p> <p>c. Supplier/ supplier should indicate any new tools and test equipment required to undertake the maintenance and repair of items/system and spares are to be indicated by supplier/supplier.</p> <p>d. In case of discontinuation of production of any component/part as result of obsolescence or development of upgraded version, the supplier is to inform the purchaser atleast one (01) year in advance. The supplier will ensure the provision of such components/parts as demanded by the purchaser prior discontinuation of the production and shall also provide alternate for such components/parts in case the original is not available.</p>		
<p>54 <b>ACCEPTANCE CRITERIA</b></p> <p>a. The supplier is to provide Factory Acceptance Trials (FATs), Set-to-Work (STW) and Site Acceptance Trials (SATs) procedures (in English) three months in advance before delivery of equipment by supplier for study and vetting by PN. The final acceptance procedures will be made by PN, taking into consideration the trial procedures recommended by the supplier, system specifications provided by the supplier and PN experience in operating/maintaining communication equipment.</p> <p>b. Supplier will carry out Factory Acceptance</p>		

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<p>Trials (FATs) at its premise PN participation and provide conformance certificate to purchasers. Performance of the equipment will be evaluated through HATs and SATs.</p> <p>c. The supplier/ supplier shall make inspection and controls under the same conditions as laid down in Acceptance criteria/ User requirement defined by PN and as mutually agreed between user and supplier/ supplier.</p> <p>d. After installation, STW of the supplied equipment, the supplier will carry out all acceptance and tests/trials in the presence of Purchaser/PN to prove that the communication equipment are performing as per the criteria prepared in the light of Para 3a above. EM interface to or from on board equipment/sensors is to be validated during SATs. The final acceptance certificate will be signed by PN only after successful completion of all acceptance trials and 100% operational performance proven by the supplier to the entire satisfaction of Purchaser/PN as per agreed capabilities.</p> <p>e. Quality certification upon successful completion of STW is to be provided by the supplier/ supplier.</p> <p>f. Damage to material/ items supplied due to inadequate packing will be made good by the supplier/ supplier.</p> <p>g. For COTs hardware, requisite documentation and maintenance support should be provided by the supplier/ supplier.</p> <p>h. Backup of all software programmes (CD/ DVD-ROM) including operating software alongwith requisite procedures to support the system should be provided by the supplier/ sell.</p> <p>j. The equipment will not be acceptable in case of the following:</p> <p>(1) Equipment specifications are not as per Annex A.</p> <p>(2) List of Spares/ Consumables required for maintenance/ operation for 01 x year is not provided as per Annex B.</p>		

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<p>(3) Documentation is not provided as per Annex B.</p> <p>(4) Training is not conducted as per Annex B.</p> <p>(5) Certification Requirement is not met as per Annex B.</p> <p>(6) Confirmation of performance and functions is not same as given in the contract and relevant documentation/ manuals.</p> <p>(7) Supplier has not provided the acceptance criteria in accordance with supplier approved procedures and evaluation/recommendations by PN.</p> <p>(8) Unsuccessful completion of installation/ integration/ interfacing/ STW/ commissioning of equipment/ machinery.</p> <p>k. The final acceptance certificate will be signed by PN within 02 weeks only after successful completion of all acceptance trials to the entire satisfaction of PN.</p>		
<p>55 <b>PROVISION TO BUY ADDITIONAL PURCHASE</b></p> <p>Supplier is to agree that in case Purchaser wishes to buy additional quantity/number of stores within next 12 months after the completion date of the contract, the Supplier shall provide the equipment at the cost by calculating inflation rate/appreciation or depreciation rate announced by Government of Supplier's country. The Supplier may however sell stores at a lower cost.</p>		
<p>56 <b>KPT/ PORT/ WHARFAGE/ ALLIED CHARGES</b></p> <p>All port &amp; dock charges will be paid at actual (if applicable) by supply officer PN Embarkation Headquarters &amp; PDD at NSSD West Wharf Road Karachi on submission of their bill duly verified by Commanding Officer PN EHQ &amp; PDD in Pak Currency.</p>		

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<p>57 <b>TERMINATION</b></p> <p>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 shall 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.</p> <p>In the case of remainder of the undelivered stores/goods/services the Purchaser may elect either:</p> <p>a. To have any part thereof completed and take the delivery thereof at the contract price or.</p> <p>b. 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.</p> <p>c. 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.</p> <p>d. Shall the Supplier fail to deliver goods/services in time as per quality terms of contract or fail to render Performance Bank Guarantee within the stipulated time period or any breach of the contract the Purchaser reserves the right to terminate/cancel the contract fully or any part thereof at the risk and expense (RE) of the Supplier. If due to any reasons Purchaser fails to perform its obligations required and needed for the smooth conduct and management of the Contract, Supplier has a right to initiate legal proceedings.</p>		

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<p>58 <b>REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES</b></p> <p>Any Supplier feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report. Redressal of Grievances Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.</p> <p>Mere fact of lodging of a complaint shall not warrant suspension of the procurement process. Any Supplier not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.</p>		

<b><u>TRAINING</u></b>													
<p>a. Following courses are to be conducted by the supplier.</p> <table border="1" data-bbox="320 1126 1086 1487"> <thead> <tr> <th data-bbox="328 1133 411 1155"><b><u>S No</u></b></th> <th data-bbox="411 1133 900 1155"><b><u>TYPE OF COURSE</u></b></th> <th data-bbox="900 1133 1078 1155"><b><u>VENUE</u></b></th> </tr> </thead> <tbody> <tr> <td data-bbox="328 1155 411 1211">(1)</td> <td data-bbox="411 1155 900 1211">02 x week operator Course for 10 Personnel</td> <td data-bbox="900 1155 1078 1211">Pakistan</td> </tr> <tr> <td data-bbox="328 1211 411 1375">(2)</td> <td data-bbox="411 1211 900 1375">02 x week maintainer Course upto onboard maintenance level including software/computer based training with respect to interfacing with other systems for 10 Personnel.</td> <td data-bbox="900 1211 1078 1375">Pakistan</td> </tr> <tr> <td data-bbox="328 1375 411 1480">(3)</td> <td data-bbox="411 1375 900 1480">01 week maintainer Course for enabling them to carry out routine maintenance of the equipment for 10 Personnel.</td> <td data-bbox="900 1375 1078 1480">Onboard ships/ units</td> </tr> </tbody> </table> <p>b. The maintainer Course should include maintenance training of modules having SMDs &amp; 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.</p> <ol style="list-style-type: none"> <li>(1) On completion of the operator training, the trainees should be able to use the system to its optimum capabilities.</li> <li>(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).</li> <li>(3) On completion of course, maintainers should be able to carry out all routine maintenance of the equipment.</li> <li>(4) Supplier is to provide complete details of the syllabi for the categories of training stated to the purchaser within 60 days</li> </ol>	<b><u>S No</u></b>	<b><u>TYPE OF COURSE</u></b>	<b><u>VENUE</u></b>	(1)	02 x week operator Course for 10 Personnel	Pakistan	(2)	02 x week maintainer Course upto onboard maintenance level including software/computer based training with respect to interfacing with other systems for 10 Personnel.	Pakistan	(3)	01 week maintainer Course for enabling them to carry out routine maintenance of the equipment for 10 Personnel.	Onboard ships/ units	
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after contract signing for vetting and acceptance by PN.	
(5) The supplier will provide all the training material including course notes/handouts and practical on job training.	

DP-3

Tender No . B2201310479.....

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

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

Dear Sir, 1. I/We hereby offer to supply to the Director of Procurement (Navy) the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the prices offered against the said schedule and further agree that this offer will remain valid up to 120 day and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I/we shall be bound by a communication of acceptance to be dispatched within the prescribed time. 2. I/We have understood the Instructions to Tenders and General Conditions Governing Contract in Form No. DDP&I (Revised-2019) included in the pamphlet entitled, Government of Pakistan, Ministry of Defence (Directorate General Defence Purchase) "General Conditions Governing Contracts" and have thoroughly examined the specifications/drawings and/ or patterns quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. 3. The following pages have been added to and form part of this tender:

- a. ....
- b. ....
- c. ....

YOURS FAITHFULLY,

.....  
 (SIGNATURE OF TENDERER)  
 .....  
 (CAPACITY IN WHICH SIGNING)  
 ADDRESS:.....  
 DATE.....  
 SIGNATURE OF WITNESS.....  
 ADDRESS.....

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

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



NECESSARY DATA FOR ISSUANCE OF CONTRACTS ON 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)